



IRONHOUSE SANITARY DISTRICT
Contra Costa County, California

CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
ISD-CS26-08 TAYLOR ROAD LIFT STATION IMPROVEMENTS

DISTRICT BOARD

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Approved for Construction:

A handwritten signature in blue ink that reads "Dana Gemmell".

Dana Gemmell
District Engineer

July 2026

**Ironhouse Sanitary District
ISD-CS26-08 Taylor Road
Lift Station Improvements**

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INCORPORATED STANDARD SPECIFICATIONS

The Ironhouse Sanitary District Standard Specifications (2022 Edition), adapted from Central Contra Costa Sanitary District, are incorporated by reference and shall be included with the electronic bid set.

The project-specific technical specifications listed in this Table of Contents supplement the District Standard Specifications. Conflicts shall be resolved in accordance with the Order of Precedence established in Section 00 72 00, General Conditions.

https://www.centalsan.org/sites/main/files/file-attachments/standard_specs_2022_final.pdf?1658154154

END OF SECTION

SECTION 00 11 13
NOTICE INVITING BIDS

ARTICLE 1 — BID OPENING

- 1.01 NOTICE IS HEREBY GIVEN that the Ironhouse Sanitary District (District or Owner) invites informal sealed Bids for the following Project **Taylor Road Lift Station Improvements Project NO.ISD-CS26-08**. Bids will be received at the front counter in the lobby of the District office located at 450 Walnut Meadows Drive, Oakley, California 94561, until 2:00 p.m. local time, as determined by Time.gov, on August 13, 2026. Following the submission deadline, Bids will be opened by District staff. The Bid opening will not be open to the public. **NO LATE BIDS WILL BE ACCEPTED**

TAYLOR ROAD LIFT STATION IMPROVEMENTS PROJECT
NO. ISD-CS26-08.

ARTICLE 2 — PROJECT INFORMATION

2.01 DESCRIPTION OF THE WORK

In accordance with the Contract Documents, the Work includes furnishing all labor, materials, taxes, equipment, incidentals, and services required to construct and complete the Taylor Road Lift Station Improvements (Project). The Work includes improvements at three sewer lift stations identified as T-1, T-2, and T-3 along Taylor Road on Bethel Island in unincorporated Contra Costa County. The work includes bypass connections, force-main modifications, vaults, valves, fittings, demolition, excavation, restoration, and all incidental work necessary to provide complete and operational improvements as shown on the Contract Drawings and specified in the Contract Documents.

2.02 ESTIMATED COST OF THE WORK

The estimated cost for this work is: **\$160,000**

2.03 CONTRACT TIME

The Contract Time for completion of all Work is thirty (30) calendar days after the commencement date stated in the Notice to Proceed.

ARTICLE 3 — INFORMAL BIDDING UNDER CUPCCAA

- 3.01 This solicitation is issued pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) and Public Contract Code (PCC) §22034. The District has adopted CUPCCAA procedures; projects up to \$220,000 may be awarded using informal bidding as provided by law. Information about PCC §22034 is available here:
- 3.02 https://california.public.law/codes/public_contract_code_section_22034
- 3.03 Pre-qualification of contractors: ISD uses a pre-qualified list of contractors. This notice is being sent only to those contractors on the prequalification list. The prequalification process is described on the ISD website: <https://isdca.specialdistrict.org/california-uniform-public-construction-cost-accounting-act-cupccaa>
- 3.04 Over-Threshold Flexibility: If all Bids exceed \$220,000 but the District's cost estimate was reasonable, the governing body may, by a four-fifths vote and adopted findings, award a Contract of up to \$235,000 to the lowest responsible Bidder without formal bidding.

ARTICLE 4 — CONTRACT DOCUMENTS

- 4.01 Complete sets of Contract Documents and related Supplemental Project Information available to Bidders can be downloaded for free at: <https://procurement.opengov.com/portal/isd>. Hardcopies for purchase directly from the District are not available.
- 4.02 All Bidders must obtain a complete electronic bid set of Contract Documents in order to be considered responsive and to receive addenda notifications.
- 4.03 Complete sets of Contract Documents must be used in preparing Bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Bidders shall develop and submit Bids at their own expense. The District will not reimburse any costs associated with the development and submittal of any and all Bids.
- 4.04 Bidding procedures are prescribed in the Contract Documents. Bids shall be executed upon the Bid Forms bound and made a part of the Contract Documents. Any exception taken to the Contract Documents and any changes made to terms and conditions of the Bid Forms may render the Bid non-responsive. Bidder is responsible for printing any and all of the Bidding Documents for submission in a sealed envelope.
- 4.05 The District, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

ARTICLE 5 — PRE-BID MEETING AND SITE WALK

- 5.01 A non-mandatory pre-bid meeting and project site walk-through will be held on August 6, 2026, at 10:00 a.m. The meeting will begin at the T1 Lift Station, located at 2358 Taylor Road, Bethel Island, California 94511. Following the pre-bid meeting, attendees will proceed to the applicable project locations for the site walk-through. Special site visits may be scheduled in advance, subject to District availability. Requests for a special site visit must be submitted no later than five (5) working days before the Bid opening date.

ARTICLE 6 — BID SECURITY AND BONDS

- 6.01 Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the District, or cash for an amount not less than ten percent (10%) of the Total Bid Price.
- 6.02 The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

ARTICLE 7 — INQUIRIES

- 7.01 Inquiries regarding further information about the Project may be directed to Carlos Carrillo, Business Analyst, at ccarrillo@isd.ca.gov.

ARTICLE 8 — LAWS AND REGULATIONS

8.01 CONTRACTOR'S LICENSE CLASSIFICATION AND REQUIREMENTS

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Bidders bidding as the prime Contractor shall possess a valid California Contractor's General Engineering License "A" or a C-34 Pipeline Contractor license, as applicable to the Work. The Contractor will also be required to ensure that all subcontractors working on this project are holding valid licenses suitable for their trade.

8.02 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the State of California Director of Industrial Relations (DIR) pursuant to California Labor Code Section under California Labor Code Section 1771.1(a)]. No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to California Labor Code Section 1725.5. If awarded a contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.1725.5 [with limited exceptions from this requirement for bid purposes

8.03 CALIFORNIA LABOR CODE

This Project is subject to the general prevailing rate of per diem wages as determined by the State of California Director of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this Project. These rate determinations may also be found on the DIR's website at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>.

Ironhouse Sanitary District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase during the course of the work is one of the elements to be considered by the Contractor in determining his/her or its bid and will not, under any circumstances, be considered as the basis of a claim against Ironhouse Sanitary District.

The successful bidding Contractor and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code Section 1777.5.

Pursuant to California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted in response to this Invitation to Bid shall contain, as a separate bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five feet, which shall conform to applicable safety orders. Neither this requirement, nor any payment by District for this separate bid item, shall be construed to impose tort liability on District, or its employees or agents, for any injury or damage caused by failure of any excavation or protective equipment or methods.

8.04 CALIFORNIA PUBLIC CONTRACT CODE 22300

Pursuant to California Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the District to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of California Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state-chartered bank.

ARTICLE 9 — DISTRICT'S RIGHTS

- 9.01 The District reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.
- 9.02 No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101.

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

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ARTICLE 1 — GENERAL

- 1.1 Bidder must examine these instructions to Bidders carefully and respond to all requirements and conditions.
- 1.2 Bidders must be aware of the requirements of codes, permits and standards referenced in the Contract Documents.

ARTICLE 2 — WORK TO BE DONE

- 2.1 It is the intention of the District to construct improvements as shown and set forth in the Contract Documents titled: Taylor Road Lift Station Improvements All of the Work is particularly set forth in the Contract Documents, and all of said Work, together with all other work incidental thereto, is included. The Work includes the furnishing of all labor, materials, equipment, tools, supervision, incidentals, transportation and services necessary for completion of the Project. Codes and Standards, definition of words and terms, and abbreviations shall be as specified in the Contract Documents.

ARTICLE 3 — PRIOR DISQUALIFICATION

- 3.1 The Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.
- 3.2 The District will review the circumstances presented in the Bid Form certification. The District will determine if acceptance of the Bid is in its best interest.

ARTICLE 4 — EXAMINATION OF CONTRACT DOCUMENTS

- 4.1 Each Bidder shall thoroughly examine and become familiar with the Contract Documents and Addenda (if any).

The submission of a Bid shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents and that, except as provided in the Pre-Bid Protest Procedures in Article 31 below, the Bidder has waived any objections or contentions regarding the Contract Documents and/or the bidding requirements in the Contract Documents.
- 4.3 The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its Bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.
- 4.4 The submission of a Bid will be conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered including the availability of labor and materials to be provided, of the character, quality and quantities of Work to be performed, and of the requirements of all Contract Documents.

ARTICLE 5 — EXAMINATION OF PROJECT SITE AND PRE-BID ACCESS TO THE SITE

- 5.1 Prior to submitting a Bid, it will be the sole responsibility of each Bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry, and obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the Bidder deems necessary to prepare its Bid for performance of the Project in accordance with the Contract Documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the Bidder's sole expense.

- 5.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the District by contacting at least three (3) working days in advance to:

Carlos Carrillo
Ironhouse Sanitary District
450 Walnut Meadows Drive
Oakley, California 94561
(925)-474-0270
ccarrillo@isd.ca.gov

- 5.3 Bidders who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Access, Indemnity and Release Agreement or insurance information.
- 5.4 If, during the course of its site inspection, a Bidder finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Bidder may apply to the District, in writing, for additional information and explanation at least ten (10) calendar days before the time specified for opening the Bids.
- 5.5 Where investigation of subsurface conditions has been made by District in respect to foundation or other design, the Bidders may inspect District's records of such investigation, including examination of samples and drill cores, if any.
- 5.6 When logs of test borings indicating a record of the data obtained by District's investigation of subsurface conditions are made available, said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of Bidders.
- 5.7 Investigation of subsurface conditions is made for the purpose of design, and District assumes no responsibility, whatsoever, in respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered.
- 5.8 Making information available to Bidders is not to be construed in any way as a waiver of the aforesaid provisions, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.
- 5.9 No information derived from such inspection of records of preliminary investigations made by District, or from the maps, Drawings or Contract Documents, relieve Contractor from any risk or from properly fulfilling all the terms of the Contract.
- 5.10 Failure by Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The information provided by District is not intended to be a substitute for, or a supplement to the independent verification by Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
- 5.11 Submission of a Bid by the Bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract Documents, and other related information made available to Bidders by the District (see Section 00 31 00, Supplemental Project Information Available to Bidders).

- 5.12 Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor.

ARTICLE 6 — INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 6.1 If any person contemplating submitting a Bid is in doubt as to the intended meaning of any part of the Contract Documents, or finds discrepancies in, or omissions in the Contract Documents, that person must submit a written request for an interpretation or correction thereof at least seven (7) calendar Days before the deadline for receipt of Bids.

Inquiries must be submitted via email and addressed to Carlos Carrillo.

- 6.3 It is the Bidder's sole responsibility to ensure that the inquiry is received by the above designated recipient in a timely manner.
- 6.4 Any request received fewer than seven (7) calendar days before the said deadline may not be answered. The person submitting the request will be responsible for its prompt delivery.
- 6.5 Any interpretation or correction of the Contract Documents will be made only by Addendum and will be communicated via email to all planholders. Any and all additions, deletions, clarifications, and changes to the Contract Documents shall be recognized and binding only if issued directly by the District via a published Addendum.
- 6.6 The District is not responsible for any explanation or interpretation of the Contract Documents not communicated to Bidders in an Addendum. If no Addenda are issued relating to supposed discrepancy, conflict, omissions or errors in figuring the Work, the supposed discrepancies, conflicts, or omissions are governed by Section 00 72 00-1.05, Order of Precedence of the Contract Documents.
- 6.7 The District reserves the right to revise or amend any part of the Contract Documents, including but not limited to, the specifications, up to the time set for opening the Bids. Such revisions and amendments, if any, shall be announced by written addenda. Copies of such written addenda shall be furnished to all recipients of complete sets of Contract Documents. Addenda issued during the time of bidding shall become a part of the documents furnished to Bidders for the preparation of Bids, shall be covered in the Bids, and shall be made a part of the Contract Documents. Each Bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive.
- 6.8 Should the Bidder find patent ambiguities in the Contract Documents, the Bidder shall at once notify the District of such findings in writing prior to opening of the Bids. Replies to such notification of patent ambiguities may be made in the form of Addenda, which will be issued simultaneously to all persons who have obtained a copy of the Contract Documents from the District. Failure of the Bidder awarded the Contract to notify the District of such patent ambiguity shall eliminate any and all recourse, including time extensions and Contract price adjustments the Bidder may have, against the District occurring as a result or arising out of such patent ambiguity.

ARTICLE 7 — BIDDER'S SECURITY

- 7.1 Each Bid must be accompanied by cash, a certified or cashier's check, or an original Bidders Bond in an amount not less than ten percent (10%) of the total aggregate of the Total Bid Price to be used in determining the lowest monetary Bid for the Project.
- 7.2 A Bid will be considered non-responsive if not accompanied by proper Bidder's Security.

- 7.3 The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond.
- 7.4 Bonds and checks must be made payable to "Ironhouse Sanitary District".
- 7.5 All bonds must be provided on the forms included with the Contract Documents or the Bid will be considered non-responsive.

ARTICLE 8 — BID FORM

- 8.1 Prospective Bidders are furnished Bid Forms (Sections 00 40 00, Bid Form, through 00 40 42, Certificate of Drug-Free Workplace).
- 8.2 A Bid not submitted on the Bid Forms furnished by the District will be considered non-responsive.
- 8.3 Completing the Bid Forms:
 - A. Bidder's name must be the same as listed on Bidder's California State Contractor's license provided by Bidder on its Bid Form and also Bidder's DIR registration provided on its Bid Form.
 - B. Bid price(s) must be in the manner required by the Bid Form.
 - C. Bid Form must be signed by Bidder or duly authorized representative.
 - 1. If Bidder is an individual, name must be stated.
 - 2. If Bidder is a partnership, name of the partnership must be stated, and one or more partners must sign the Bid Form.
 - 3. If Bidder is a corporation, name of the corporation must be stated, the state of incorporation must be listed, the title of the person with authority to sign and bind corporation, must be stated, and the corporate seal must be affixed.
 - 4. If Bidder is a Limited Liability Company (LLC), state the name of the LLC exactly as it appears on file with the California Secretary of State, including the entity ending (ex: "Jones & Company, LLC" or "Smith Construction, a Limited Liability Company". Signature of the LLC's Managing Partner or Officer must include attached evidence of authority to bind the LLC under the LLC's articles of organization.
 - 5. If the Bid is made by a joint venture, the Bid shall be signed by an authorized representative of the sponsoring partner of the joint venture.
 - 6. Bidder's business and mailing address must be stated.

ARTICLE 9 — SUBMISSION OF BID FORMS

- 9.1 Bid Forms must be completed in ink or typed, completely filled out, and submitted on the Bid Form furnished as part of the Contract Documents. Faxed Bids will not be considered by District. All signatures on the Bid Forms shall be wet signatures.
- 9.2 It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.
- 9.3 Late Bids will be returned by the District to the Bidder unopened.
- 9.4 The Bid Form submitted must not contain any erasure, interlinear additions, or other corrections unless each such correction is authenticated. Authentication may be made by affixing in the margin, immediately opposite the correction, the signature of the person submitting the Bid.
- 9.5 Changes in or additions to the Bid Form, recapitulations of the Work bid upon, alternative or additive bids, or any other modifications of the Bid Form which are not specifically called for in

Section 00 40 00, Bid Form, may result in rejection of the Bid by the District. The District may treat all such Bids as not being responsive to the Notice Inviting Bids.

9.6 The District will consider no oral, telephonic or email **modification** of any Bid submitted.

9.7 Each Bid shall be enclosed in a sealed envelope distinctly marked "BID" and include:

- **Project title as given,**
- **Date and Time**
- **Name and address of Bidder, and**
- **Attention: Carlos Carrillo**

A Federal Express, UPS, or other courier delivery envelope is not considered the sealed "BID" envelope. Such delivery envelope must also be marked with the above required information.

Failure to mark sealed envelopes may result in a premature opening of, or failure to open, such Bid. Bid submissions with improperly marked sealed envelopes may be disregarded.

Bids shall either be (1) delivered in person at the designated location at the Ironhouse Sanitary District office located at 450 Walnut Meadows Dr, Oakley, CA 94561, during normal business hours, being 8 a.m. to 4 p.m., Monday through Friday, or, (2) mailed to "Carlos Carrillo, Ironhouse Sanitary District office located at 450 Walnut Meadows Dr, Oakley, CA 94561, so that either delivery method is received by the Bid submission deadline time and date.

9.9 The preparation of a Bid shall be by and at the expense of the Bidder.

ARTICLE 10 — WITHDRAWAL OF BID

- 10.1 Any Bid may be withdrawn at any time before the time fixed in the Notice Inviting Bids, or as postponed by Addenda, for the opening of Bids only by written request of the Bidder or a duly authorized representative.
- 10.2 Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice Inviting Bids, or as postponed by Addenda.
- 10.3 Whether or not Bids are opened exactly at the time stated in the Notice Inviting Bids, or as postponed by Addenda, a Bid will not be accepted after the time stated.
- 10.4 After the opening of Bids, Bids may only be withdrawn in accordance with the provisions of California Public Contract Code Sections 5100-5107.

ARTICLE 11 — PUBLIC OPENING OF BIDS

Bids will be publicly opened and read aloud at the time and place stated in Section 00 11 13, Notice Inviting Bids. The District will prepare a bid tabulation following the opening.

ARTICLE 12 — REJECTION OF IRREGULAR BIDS

- 12.1 The District may reject any Bid if there appears to be any alteration of the Bid Form, any addition or condition not called for, or any incompleteness, erasure or irregularity of any kind.
- 12.2 Bids not completed in Ink or typed will be rejected.
- 12.3 If the Bid amount or other material information is changed, the change must be authenticated by affixing immediately next to the correction, the initials of the person submitting the Bid.

ARTICLE 13 — COMPETITIVE BIDDING

- 13.1 More than one Bid from an individual, firm, partnership, corporation, or combination thereof, as a principal, under the same or different names will not be considered. Reasonable basis for believing that any individual, firm, partnership, corporation, or combination thereof is a principal

in more than one Bid for the Work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof is a principal.

- 13.2 If there is a reason for believing that collusion exists among the Bidders, any or all Bids may be rejected.
- 13.3 A person, firm, or corporation submitting a sub-bid to a Bidder, or who quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from being a principal Bidder for the same Work.
- 13.4 Bids in which unit prices are obviously unbalanced may be rejected.
- 13.5 Bidders are put on notice that any collusive agreement fixing the prices to be Bid so as to control or affect Awarding of the Contract is in violation of competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

ARTICLE 14 — ESTIMATED QUANTITIES

- 14.1 The quantities stated in a schedule of items for which unit prices are asked to be Bid are approximate only.
- 14.2 The quantities are given as a basis for the comparison of Bids.
- 14.3 The District does not, expressly or by implication, represent that the actual amount of Work will correspond with quantities given and reserves the right to increase or decrease the quantities of Work for any Bid item, or to omit portions of the Work, as the District may deem necessary or advisable.

ARTICLE 15 — SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

- 15.1 Bids must be based upon use of items named in the Contract Documents.
- 15.2 By so indicating, the Bidder warrants that equipment manufactured and/or supplied by the named manufacturer will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment does not meet the Contract requirements.
- 15.3 Failure to indicate a manufacturer for any single item of the equipment listed in the schedule may render the Bid unresponsive to the Notice Inviting Bids and may be a basis for rejection of the Bid.
- 15.4 In certain cases, specific items have been named (Named Products) because of operational or maintenance considerations; approval of proposed equals should not be assumed.
- 15.5 Pursuant to California Public Contract Code §3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed provided the Bidder complies with the following requirements:
 - A. The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.
 - B. Samples must be submitted when requested by the District.
 - C. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder submitting the proposal.
- 15.6 The District's Engineer is the sole judge as to such matters. In the event the District's Engineer rejects the use of such Alternative(s) submitted, then the Contractor must furnish one of the particular Named Products specified in the Contract Documents.
- 15.7 Proposals for Alternative material(s), process, article(s), or equipment will not be accepted during the bid period.

ARTICLE 16 — DESIGNATION OF SUBCONTRACTORS

- 16.1 In accordance with California Public Contracting Code Section 4100, et. seq., "Subletting and Subcontracting Fair Practices Act," each general Bid shall have listed in Section 00 40 20, Designation of Subcontractors, the name, location of the place of business and the portion of work to be performed by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the Bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's Total Bid Price. If required by District or County, the Contractor shall have a local business license for the Work contemplated before the Contract can be executed. All subcontractors will be required to secure the appropriate local business license before they commence work on the Project.
- 16.2 If no subcontractor is specified for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Bidder's Total Bid Price, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that Work and that it shall perform that portion itself.
- 16.3 Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.
- 16.4 The Bidder's listed subcontractors in Section 00 40 20, Designation of Subcontractors, must be registered with the State of California, Department of Industrial Relations (DIR) accordance with California Labor Code section 1725.5. Bidders shall list all applicable DIR registration numbers contact information on Section 00 40 20, Designation of Subcontractors.
- 16.5 Bidders' attention is directed to the provisions of the Subletting and Subcontracting Fair Practices Act, beginning with California Public Contract Code Section 4100, related to penalties for use of unauthorized Subcontractors or by making unauthorized substitutions.
- 16.6 Alternate subcontractors shall not be listed for the same work.

ARTICLE 17 — CARB COMPLIANCE FOR CONSTRUCTION CONTRACTORS

- 17.1 The California Air Resources Board ("CARB") approved amendments to the In-Use Off-Road Diesel-Fueled Fleet regulations ("Regulations"), which impact construction contractors and went into effect January 1, 2024. For any project awarded after January 1, 2024, under the newly added requirements, the District is now required to obtain valid Certificates of Reported Compliance ("CRC") from all contractors and listed subcontractors before awarding the project.
- 17.2 In accordance with the new CARB requirements, the Bidder shall submit with its Bid the Bidder's Certificate(s) of Reported Compliance ("CRC") and any supporting documentation. Additionally, the lowest monetary Bidder, as determined by the District, must submit to District the CRC and any supporting documentation for each listed Subcontractor within four (4) business days after opening of the Bids.
- 17.3 Bidders or listed Subcontractor's claiming an exemption to CARB compliance must submit a detailed explanation signed by the Bidder or list Subcontractor explaining the reason for exemption.
- 17.4 Failure to submit the above required CRC's or exemption letters may cause the District to render the Bid non-responsive and may be the basis for rejection of the Bid.

ARTICLE 18 — DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

- 18.1 In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to section 1777.1 or section 1777.7 of the Labor Code. Any

contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor used on the Work.

ARTICLE 19 — SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

- 19.1 Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

ARTICLE 20 — SHEETING, SHORING AND BRACING

- 20.1 Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted shall contain, in the bid item indicated, the amount included in its Bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the Bidder warrants that its action does not convey tort liability to the District, the Design Engineer, the Construction Manager, and their employees, agents, and subconsultants.

ARTICLE 21 — OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

- 21.1 As provided by Public Contract Code Section 7103.5, in submitting a Bid to the District, the Bidder offers and agrees that if the Bid is accepted, it does assign to the District 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. 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 purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the Bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

ARTICLE 22 — BIDDERS INTERESTED IN MORE THAN ONE BID

- 22.1 No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same work unless alternate Bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one Bidder.
- 22.2 Pursuant to California Public Contract Code Section 7106, Bidders shall execute and furnish with their Bids Section 00 40 30, Non-Collusion Declaration. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one Bid for the proposed Work may cause rejection of all Bids in which that individual, partnership, corporation, or combination is interested.

ARTICLE 23 — RETURN OF BIDDER'S SECURITY

- 23.1 The Bid guarantees of the three lowest Bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished, or other disposition made thereof.
- 23.2 The Bid guarantees of all Bidders except the three lowest, responsive Bids will be returned within twenty-one (21) calendar days after the Bids are opened.
- 23.3 If all Bids are rejected and no award is made, all Bid guarantees will be returned within ten (10) calendar days of the decision by the District not to award the Contract, and in any event not later than seventy (70) calendar days after the Bids are opened.

ARTICLE 24 — RELIEF OF BIDDERS

- 24.1 Attention is directed to the provisions of California Public Contract Code Sections 5100 through 5107 that set forth the criteria and procedures for relief of Bidders, and for authorizing Contract Award to another Bidder.

ARTICLE 25 — AWARD OF CONTRACT

- 25.1 After the Bids have been opened and read, they will be checked for accuracy and compliance with the Contract Documents. If a Contract is awarded, it will be to the lowest responsible Bidder submitting a responsive Bid. All Bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The District reserves the right to reject an unbalanced Bid which is a Bid having nominal or artificially reduced prices for some bid items and enhanced prices for other bid items.
- 25.2 In the event that two or more Bids are the same and the lowest, the District may accept the Bid it chooses or re-advertise for Bids.
- 25.3 In the evaluation of any Bid, the District shall have the right to consider information provided by sources other than Bidder.
- 25.4 The criteria which will be used to determine the lowest responsible Bidder submitting a responsive Bid are as follows:
- A. Responsive Bid: Means a Bid which conforms in all material respects to the Contract Documents.
 - B. Responsible Bidder: Means a Bidder who has the qualifications, fitness, capacity and experience in all respects to perform fully the requirements under the Contract Documents and who has the integrity and reliability to assure good faith performance, including:
 - 1. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements.
 - 2. A record of integrity.
 - 3. A record of Successful Project Completions defined as:
 - a. Completion of project on time and without liquidated damages.
 - b. Completion of project without excessive defective work issues.
 - c. Completion of project without excess or meritless claims or disputes issues.
 - 4. Qualified legally to contract with the District, and;
 - 5. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
- 25.5 No Bidder may withdraw its Bid for the period of Days stated in Section 00 40 00, Bid Form, after the date set for the opening thereof, and the Bid will be subject to acceptance by the District throughout this period.
- 25.6 The Contract, if awarded, will be to that responsible Bidder submitting the lowest responsive Total Base Bid Price as stated in Section 00 40 00, Bid Form, subject to District's right to reject any or all Bids and to waive any informality or irregularity in the Bids or in the bidding procedures.
- 25.7 The time period within which Award of Contract may be made is subject to an extension of such further period as may be agreed upon in writing between the District and the Bidder.
- 25.8 Only one Contract will be awarded.
- 25.9 After Contract award, no Contract is formed until all Contract Bonds and Insurance documents have been accepted by the District and the Agreement is signed by the District; the Contractor

submits the signed Contractor's Certification regarding Worker's Compensation; and the Agreement is signed by the District.

ARTICLE 26 — CONTRACT BONDS

- 26.1 The successful Bidder (hereinafter "Contractor") must pay all Contract Bond premiums, costs thereof, and incidental thereto.
- 26.2 Each Contract Bond must be signed by both Contractor and the Sureties.
- 26.3 As a condition to the District signing the Agreement, the successful Bidder must file with District on the bond forms furnished by the District, the two surety bonds in the amounts and for the purposes noted below, duly executed by a Surety company meeting the requirements of Article 9 herein.
- 26.4 The Payment Bond must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Form, including the base Bid and all additive and/or deductive Bid items accepted by the District and identified in the Award, and shall inure to the benefit of persons performing labor or furnishing materials in connection with the Work. This bond must be maintained in full force and effect until all Work is completed and accepted by District, and until all claims for materials and labor have been paid.
- 26.5 The Performance Bond must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Form, including the base Bid and all additive and/or deductive Bid items accepted by the District and identified in the Award, and must be so conditioned as to ensure the faithful performance by Contractor of all Work. It shall also include the replacing, or making acceptable, of any defective materials or faulty workmanship during the Guarantee period(s).
- 26.6 If any Surety or Sureties are deemed unsatisfactory at any time by District, District will notify Contractor, and Contractor must forthwith substitute a new Surety or Sureties satisfactory to District. No further payment will be deemed due or made until the replacement Sureties qualify and are accepted by District.
- 26.7 All changes to the Contract Sum, Contract Time, or Contract Documents may be made without securing the consent of the Surety or Sureties on the Contract Bonds.
- 26.8 Sureties must be California admitted Sureties.

ARTICLE 27 — INSURANCE

- 27.1 Contractor will be required to furnish to District, concurrently with execution of the Agreement, insurance documents evidencing coverage as required by Section 00 72 00- Article 13, Insurance and Indemnification.

ARTICLE 28 — EXECUTION OF CONTRACT AGREEMENT

- 28.1 The form of Agreement which the successful Bidder, as Contractor, must execute, and the form of Contract Bonds and Insurance coverage that it must provide are included in the Contract Documents and must be carefully examined by each Bidder. All Contract Bonds, policies or certificates of insurance, and Insurance policy endorsements must be delivered with or before the delivery of the signed Agreement form and must be acceptable to District.

The Bidder to whom the Contract is awarded by District must, within fifteen (15) calendar Days after Bidder's receipt of District's Notice of Award, sign and deliver the following documents to the Carlos Carrillo at Ironhouse Sanitary District located at 450 Walnut Meadows Dr, Oakley, CA 94561:

- A. One (1) original and one (1) copy of the signed Agreement form furnished by District. See Section 00 52 00, Agreement; and

- B. One (1) original and two (2) copies of the Faithful Performance Bond. See Section 00 61 10, Performance Bond"; and
 - C. One (1) original and two (2) copies of the Payment Bond. See Section 00 61 20, Payment Bond Form; and
 - D. Policies of Insurance, Insurance certificates and endorsements as required by the Contract Documents; and
 - E. Worker's Compensation Certification. See Section 00 62 10, Contractor's Certification Regarding Worker's Compensation.
- 28.3 Should Contractor begin Work in advance of the start date for the Work, as stated in the Notice to Proceed, the Work will be considered as having been done at Contractor's risk as a volunteer.

ARTICLE 29 — FAILURE TO EXECUTE CONTRACT AGREEMENT

- 29.1 Failure of the successful Bidder to execute the Agreement in the form satisfactory to District is just cause for the annulment of the Award and the forfeiture of the Bidder's Security.
- 29.2 Failure of the successful Bidder to sign and return the Agreement within fifteen (15) calendar Days after notification of Award by the District constitutes failure to execute the Agreement.
- 29.3 Failure to return required Contract Bonds and insurance documents within fifteen (15) calendar Days after notification of Award by the District constitutes failure to execute the Agreement.
- 29.4 The failure to execute the Agreement or to furnish the bonds or evidences of insurance required by these Instructions to Bidders within fifteen (15) calendar days after receiving written notice of the Award of the Contract constitutes default. In case of default, the District may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder or may re-advertise the project for new Bids. If a more favorable Bid is received by re-advertising, the defaulting Bidder agrees that it shall have no claim against the District including for a refund, should a more favorable Bid be received via re-advertising.
- 29.5 If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within the time stated, it is agreed and stipulated between District and the Bidder to whom any award is made that damage has been and will be sustained by the District. It is further agreed by the District and any and all Bidders that it will be impractical and extremely difficult to fully ascertain and determine the actual damage that the District will sustain by such delay and failure to provide timely or in full the required documentation and to properly and fully execute the Contract Documents. All parties who submit a Bid under the Notice Inviting Bids are hereby advised and, by submitted Bids agree, that the damages suffered by the District by such delay under these circumstances is difficult to precisely ascertain, and further are advised and agree that in the event that the provisions of this paragraph are triggered, the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the District as the sole property of the District for full compensation for the damages suffered by the District as a result of the Bidder's failure to timely and completely execute the Agreement and furnish the bonds and evidences of insurance as required.

ARTICLE 30 — NO ORAL AGREEMENTS

- 30.1 No conversation with any officer, employee, agent or Consultant of District, either before, during, or after the execution of the Agreement, affects or modifies any terms or obligations contained in the Contract Documents, nor entitle Contractor to any adjustment in the Contract Time or Contract Sum whatsoever.

ARTICLE 31 — BID PROTEST

- 31.1 The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the District's ability to carry out its purpose of constructing this Project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedures. In submitting a Bid to the District for this Project, the Bidder agrees to comply with and to be bound by the following Bid protest procedures
- 31.2 Pre-Bid
- A. If any potential Bidder believes that any part of the form or content of the Contract Documents, including, without limitation, the Bidder experience and qualification requirements, is vague, ambiguous, gives an unfair advantage or unfairly limits competition, such Bidder must give notice and protest on such grounds to Carlos Carrillo as soon as practical, but in no event later than ten (10) working days before the original noticed date for receiving Bids. The District shall, within five (5) working days upon receiving any such protest(s), review the same and publish a written response thereto.
 - B. Any pre-bid protest shall include:
 - 1. The protest document shall contain a complete and detailed statement of the factual and/or legal basis for the protest and, with respect to any authority relied upon, a copy of said authorities shall be provided.
 - 2. The protest shall identify the specific portion(s) of the Bidding or Contract Documents that form the basis for the protest.
 - 3. The protest shall include the name, address, telephone number, fax number and email address of the protestant, and if applicable, the person representing the protesting party.
 - C. The procedure and time limits set forth in these Bid protest procedures are mandatory and are the Bidder's sole and exclusive remedy in the event of a pre-bid protest related to the form or content of the Contract Documents. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, without limitation, filing a Bid or award protest on the grounds applicable to a pre-bid protest, filing a Government Code claim or filing legal proceedings.
- 31.3 Bid or Award Protest
- A. Any protest relating to any particular Bid opened by the District, or the award of the Contract must be submitted in writing to Carlos Carrillo before 5:00 p.m. no later than on the fifth (5th) working day after the District has received and opened Bids. Such protest must be accompanied by a non-refundable fee of \$2,000, payable by cash, cashier's check, certified check, or postal money order, to defray the District's costs in evaluating and responding to the protest.
 - B. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. The protest must state the facts and refer to the specific portion(s) of the document that forms the basis for the protest.
 - C. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its own protest.
 - D. The protest must include the name, address, telephone number and email address of the person representing the protesting party.
 - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which

may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest, and delivery to all such parties must be in a manner to ensure their receipt on the same day the protest is filed.

- F. The District will give the protested Bidder five (5) working days from the date the protest is filed and served to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the District.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid or award protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid or award protest, including filing a Government Code Claim or legal proceedings.
- H. The District will review all timely protests prior to award of the Contract. The District will issue a prompt decision on the protest. The District will not be required to hold an administrative hearing to consider any protests but may do so at its option. At the time of the District Board's consideration of the Project Contract award, the District Board of Directors will also consider the merits of any timely protests in its determination of the lowest responsible responsive Bidder. Nothing in these procedures for protesting a particular Bid or award of the Contract will be construed as a waiver of the District's right to reject all Bids.

END OF SECTION

SECTION 00 31 00
SUPPLEMENTAL PROJECT INFORMATION AVAILABLE TO BIDDERS

ARTICLE 1 – GENERAL

At the time this bid package was prepared, no geotechnical report or other supplemental project information was available for inclusion. Bidders shall review the Contract Documents, inspect the sites, and perform any additional investigation they consider necessary in accordance with Section 00 21 13, Instructions to Bidders. Information regarding anticipated groundwater and existing facilities shown or described in the Contract Documents is provided for bidder awareness and is not a warranty of actual field conditions. The Contractor shall field verify conditions before performing demolition, excavation, or connections to existing facilities.

END OF SECTION

SECTION 00 40 00 BID FORM

**IRONHOUSE SANITARY DISTRICT
CONTRA COSTA, CALIFORNIA**

Project Title: Taylor Road Lift Station Improvements Project No.ISD-CS26-08

THIS BID IS SUBMITTED BY:

Name of Bidder: _____

SUBMIT BID TO:

**Carlos Carrillo Ironhouse
Sanitary District 450
Walnut Meadows Drive
Oakley, CA, 94561**

BID IS SUBMITTED ON: _____, 20____(Month/Day)

IMPORTANT NOTE:

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person submitting the Bid. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modifications of the Bid Form which are not specifically called for in the Bid Form, will result in rejection of the bid by the District. The District will treat all such bids as not being responsive to the Invitation for Bids. The District will not consider any oral or telephonic or email modification of any bid submitted.

Proposed prices shall be for the total net price including all applicable taxes and charges (unless otherwise specified), delivered F.O.B., Project site. Information must be furnished complete in compliance with the Contract Documents. The information requested and the manner of submission are essential to permit prompt evaluation of all Bids on a fair and uniform basis. Accordingly, the District reserves the right to declare as non-responsive and reject any Bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

I BIDDER REPRESENTATIONS

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with District in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

As provided by Section 4552, et. Seq., of the California Government Code, in submitting a Bid to the District, the Bidder offers and agrees that if the Bid is accepted, it will assign to the District 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. 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 purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

In submitting this Bid, the undersigned Bidder represents that:

Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and Regulations and Permits that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents.

Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.

Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

As to the nature and scope of the Work, Bidder has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the District, if made, is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by the District because of insufficient time or

otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

II ADDENDA

Bidder has purchased a complete set of Contract Documents and carefully examined and studied the Contract Documents, all related information available to Bidders as defined in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged. A Bid may be deemed non-responsive if all Addenda issued by Owner are not listed.

Addendum Number	Addendum Date	Signature of Bidder

III BID SCHEDULE

Pursuant to your published Invitation for Bids for the above referenced project, and in accordance with the approved Plans and Specifications for that project, the following Bid for said entire project is submitted by the firm indicated on this Bid Form.

The undersigned Bidder proposes and agrees to contract with the District to perform all of the above work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted shall contain, in the bid, the amount included for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum in base bid item 2 below, the Bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and other employees, agents, and subconsultants.

Further in submitting its Bid, the undersigned Bidder understands and agrees that that the Total Bid Price are each determined by the sum total of all respective bid item amounts in the applicable Bid Schedule shown below. In the event the addition of the bid item extended amounts does not equal the Total Bid Price the corrected addition of all bid item extended amounts will govern, and the Owner will correct the respective total(s) accordingly. In case of discrepancy between words and figures, words will prevail.

Bid Items are further described in Section 01 20 00, Measurement and Payment.

BASE BID SCHEDULE

Bid Items					
Item	Description	Approx. quantity	Unit	Unit cost, dollars	Total bid item price, dollars
1	Mobilization, Demobilization and Site Clean up.	1	LS		
2	Excavation Safety Measures	1	LS		
3	Permitting	1	LS		
4	Dewatering and Disposal	1	LS		
5	Potholing and verification of existing utilities	6	EA		
6	Temporary Sewer Bypass Pumping	1	LS		
7	Demolition	1	LS		
8	Concrete	1	LS		
9	Pipe Supports	1	LS		
10	PVC Sewer	1	LS		
11	Trenching	50	LF		
12	Ductile Iron Fittings	1	LS		
13	Restrained Mechanical Joints	16	EA		
14	Hymax Grip Flange Adapters	6	EA		
15	Cam-Lock Adapters	3	EA		
16	4" Gate Valves	5	EA		
17	Flexible Couplings	3	EA		
18	Utility Vaults	2	EA		
19	Traffic Control	1	LS		
20	Penetrations into Existing Wet Well	1	LS		

TOTAL BASE BID PRICE (Items 1 through 20) \$ _____

TOTAL BASE BID PRICE (in words) _____

END OF BID SCHEDULE

Bid prices shall include the full cost of furnishing, procuring, delivering, storing, installing, testing, and placing into service all labor, supervision, materials, equipment, tools, machinery, temporary facilities, transportation, and services necessary to complete each Bid Schedule item in accordance with the Contract Documents. The Contractor shall be responsible for providing and installing all parts, components, fittings, accessories, appurtenances, and incidental items required for a complete, functional, and operational installation, whether or not each item is specifically identified in the Bid Schedule or shown separately in the Contract Documents. Bid prices shall also include all permits, fees, overhead, profit, insurance, bonds, and applicable federal, state, and local taxes necessary to complete the Work.

Any bid which, in the opinion of the District, is so unbalanced between the Base Bid Schedule and the Additive Bid Item, or between the various Contract items as to be detrimental to the best interest of the District, may be rejected.

IV COMPLETION

In accordance with the Specifications, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of Notice to Proceed and shall be completed within the contract completion times specified in the Agreement. Furthermore, the undersigned Bidder accepts the liquidated damages specified in the Agreement in the event of failure to complete the Work within the specified times.

V BID GUARANTY

Bid security must be a Bidders Bond, a certified check or cashier's check payable to the Ironhouse Sanitary District, or cash. Bids secured by personal checks or personal guarantees will be rejected. Bid security must be in an amount not less than ten percent (10%) of the Total Bid Price.

VI NON-COLLUSION DECLARATION

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

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

VII SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 *et seq.*, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

VIII ATTACHED DOCUMENTS

The undersigned Bidder agrees that the following Contract Documents and Bidder Information are attached to and made a condition of this bid:

1. Bid Form (Section 00 40 00)
2. Bidder's Bond (Section 00 40 10)
3. Designation of Subcontractors (Section 00 40 20)
4. Non-Collusion Declaration (Section 00 40 30)
5. Debarment Certification (Section 00 40 40)
6. Certification of Drug Free Workplace (Section 00 40 42)
7. Section 00 21 13, Article 17- CARB Compliance for Construction Contractors or signed CARB compliance exemption letter.

In addition, the following contract documents and Bidder information must be submitted by the three lowest monetary Bidders, as determined by the District, within four (4) business days after opening of the Bids.

1. Certification of Reported Compliance ("CRC") or signed CARB compliance exemption letter from each Subcontractor listed on Bidder's Section 00 40 20, Designation of Subcontractors. See Section 00 21 13, Article 17 for further instructions.

IX BIDDER'S CALIFORNIA CONTRACTOR'S LICENSE INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and Section 3300 of the California Public Contract Code, and the laws of the State of California.

Bidder's Valid California Contractor's License No. _____

Classification(s) _____

Expiration Date: _____

Bidder has contracted under this license number for _____ Years

X BIDDER'S CALIFORNIA PUBLIC WORKS PROJECT REGISTRATION INFORMATION

The undersigned Bidder is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder's Valid Public Works Registration No. _____

Registration Date: _____

Expiration Date: _____

The undersigned hereby swears and certifies under the penalty of perjury that all representations made herein are true.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: ____ () _____ FAX Number: ____ () _____

Email Address of Authorized Representative: _____

A Partnership

Partnership Name (typed or printed): _____

By: _____
(Signature of general partner- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Number: ____ () _____ FAX Number: ____ () _____

Email Address of Authorized Representative: _____

A Corporation

Corporation Name (typed or printed): _____

State of Incorporation: _____

By: _____ (SEAL)
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): _____

Date of Qualification to do business is _____

Business Address: _____

Phone Number: _____ () _____ FAX Number: _____ () _____

Email Address of Authorized Representative: _____

A Joint Venture

Joint Venture Name (typed or printed): _____

By: _____
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: ____ () _____ FAX Number: ____ () _____

Email Address of Authorized Representative: _____

Joint Venture Name (typed or printed): _____

By: _____
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: ____ () _____ FAX Number: ____ () _____

Email Address of Authorized Representative: _____

Each joint venturer must sign. Add additional Joint Venture names and information below if needed. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

A Limited Liability Company

Limited Liability Company Name (typed or printed): _____

By: _____
(Signature of Managing Partner or Officer -
attach evidence of authority to bind the LLC under the LLC's articles of organization)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: _____ () _____ FAX Number: _____ () _____

Email Address of Authorized Representative: _____

SECTION 00 40 10

BIDDER'S BOND

We, _____, as Principal, and as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Ironhouse Sanitary District (herein called "the Owner") for the payment of the penal sum of _____ dollars (\$), lawful money of the United States, which is ten percent (10%) of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the **Taylor Road Lift Station Improvements; Project # ISD-CS26-08**.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, all within the times defined in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner's reasonable attorney's fees, witness fees and other costs incurred with or without suit.

Executed on _____, _____.

Principal Signature _____

Principal Name _____

Business Address _____

Any claims under this bond may be addressed to:

(Name and address of Surety's agent for service of process in California, if different from above)

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website <http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

END OF SECTION

SECTION 00 40 20
DESIGNATION OF SUBCONTRACTORS
(To Be Submitted with Bid)

Taylor Road Lift Station Improvements: Taylor Road
Lift Station Improvements Project No. ISD-CS26-08

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California State Licensing Board contractor license number, (c) the Department of Industrial Relations public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, including bridges, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Percent of Total Bid Price	Name of Subcontractor	Address of Business	CSLB Contractor License Number	DIR Registration Number

Work to be done by Subcontractor	Percent of Total Bid Price	Name of Subcontractor	Address of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder _____

Signature _____

Print Name and Title _____

Dated _____

(USE ADDITIONAL SHEETS IF NECESSARY)

END OF SECTION

SECTION 00 40 30
NON-COLLUSION DECLARATION

Taylor Road Lift Station Improvements: Taylor Road
Lift Station Improvements Project No. ISD-CS26-08

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

(Signature)

(Print Name)

(Print Title)

(Date)

Public Contract Code Section 7106
Code of Civil Procedure Section 2015.5

END OF SECTION

SECTION 00 40 40
DEBARMENT CERTIFICATION
(To Be Submitted with Bid)

Taylor Road Lift Station Improvements: Taylor Road Lift
Station Improvements Project No. ISD-CS26-08

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

By: _____
(Official authorized to bind Bidder)

Title: _____

Firm: _____

END OF SECTION

SECTION 00 40 42
CERTIFICATION OF DRUG-FREE WORKPLACE

(To Be Submitted with Bid)

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR: _____

The contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the officer of the company named above, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Officers Name: _____

Date Executed _____ Executed in County of: _____

Signature: _____

END OF SECTION

SECTION 00 52 00

AGREEMENT

**AGREEMENT FOR THE CONSTRUCTION OF
TAYLOR ROAD LIFT STATION IMPROVEMENTS
PROJECT NO. ISD- ISD-CS26-08
(Document will be re-typed after Contract Award)**

THIS AGREEMENT made and entered into this ____ day of _____, 2026, between the Ironhouse Sanitary District, a public entity organized and existing under the laws of the State of California, hereinafter referred to as the "District" or "Owner" and , _____, hereinafter referred to as the "Contractor";

RECITALS

WHEREAS, the District heretofore caused Contract Documents for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Contract Documents; and

WHEREAS, the District did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the District within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the District publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible Bidder for the performance of the Work, and the District, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the District and Contractor agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Work. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of the District all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: **Taylor Road Lift Station Improvements** All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to the District.

1.2 Location of Work. The Work will be performed at Lift Stations T-1, T-2, and T-3 along Taylor Road on Bethel Island in unincorporated Contra Costa County, California, as shown on the Contract Drawings.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Contract Documents.

The Contract Documents consist of the following documents:

- Introductory Information (Sections 00 01 00 through 00 01 10)
- Bidding Requirements (Sections 00 11 13 through 00 40 42. Does not include Section 00 31 00, Supplemental Project Information Available to Bidders);
- Contracting Requirements (Sections 00 52 00 through 00 72 00);
- General Requirements (Division 1);
- Technical Specifications (Division 2 and all other Divisions following);
- Appendices to Specifications;
- District Standard Specifications
- Contract Drawings;
- Addenda (numbers ____to____, inclusive);
- Permits from other agencies as may be required by law; and
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Notice to Proceed (Section 00 65 00);
 - Field Directive(s);
 - Change Order(s);
 - Construction Change Directive; and
 - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00 52 00, Article 2. Section 00 31 00, Supplemental Project Information Available to Bidders, and the information identified therein are not Contract Documents. The Contract Documents may be amended, modified, or supplemented only as provided in Section 00 72 00, General Conditions.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00 72 00- 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, District's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. District makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code §1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the District agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

Bid Items				
Item	Description	Approx. quantity	Unit	Total bid item price, dollars
1	Mobilization, Demobilization and Site Clean up.	1	LS	
2	Excavation Safety Measures	1	LS	
3	Permitting	1	LS	
4	Dewatering and Disposal	1	LS	
5	Potholing and verification of existing utilities	6	EA	
6	Temporary Sewer Bypass Pumping	1	LS	
7	Demolition	1	LS	
8	Concrete	1	LS	
9	Pipe Supports	1	LS	
10	PVC Sewer	1	LS	
11	Trenching	50	LF	
12	Ductile Iron Fittings	1	LS	
13	Restrained Mechanical Joints	16	EA	
14	Hymax Grip Flange Adapters	6	EA	
15	Cam-Lock Adapters	3	EA	
16	4" Gate Valves	5	EA	
17	Flexible Couplings	3	EA	
18	Utility Vaults	2	EA	
19	Traffic Control	1	LS	
20	Penetrations into Existing Wet Well	1	LS	

TOTAL CONTRACT PRICE (Items 1 through 20) \$_____

TOTAL CONTRACT PRICE (in words) _____

The above Total Contract Price includes all allowances, if any, provided for in the Contract Documents. Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against him, the District shall have the right to recover the balance from Contractor or its sureties.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the District may change depending on actual quantities or units or work completed in accordance with Section 00 72 00-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the District to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the District or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities

eligible for substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 - CONTRACT TIMES

4.1 Compliance with Deadlines. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are a material condition of this agreement.

4.2 Commencement of Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The District reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. Contractor shall achieve Final Completion within thirty (30) calendar days after the commencement date established in the Notice to Proceed.

4.4 Liquidated Damages. The District and Contractor recognize that time is a component of this Agreement and that the District will suffer financial loss if the Work is not completed within the contract times specified in 4.3, **Days to Achieve Contract Times**. The actual fact of the occurrences of damages and the actual amount of the damages which District would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which District would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the District's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the District and the Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, the Contractor will forfeit and pay to the District liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00 72 00-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Damages for Delays

Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
Final Completion	\$1,000

ARTICLE 5 - INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of §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."

5.2 Faithful Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 3 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article

4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A-VII or equivalent, unless otherwise approved by the District.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: 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.

ARTICLE 6 - DISTRICT REPRESENTATIVES AND CONSULTANTS

6.1 District's Representative. The District has designated **the District Engineer**, or his/her designee to act as District's Representative. The District may change the individual(s) acting as District's Representative(s), or delegate one or more specific functions to one or more specific District's Representative at any time with notice and without liability to Contractor. Each District's Representative is the beneficiary of all Contractor obligations to the District, including without limitation, all releases and indemnities. All documents requiring the signature/approval of District shall be signed by the District's Representative.

6.2 Design Engineer. The District has designated **Dudek** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the District.

6.3 Construction Manager. The District has designated **the District Engineer**, to act as Construction Manager. The District may assign, upon mutual agreement, all or part of the District's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the District, including without limitation, all releases and indemnities.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the District to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00 31 00, Supplemental Project Information Available to Bidders, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Contractor by the District.
- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the District is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 <i>et seq.</i> :		
Name of Subcontractor and Address of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.

ARTICLE 8 - CALIFORNIA LABOR CODE COMPLIANCE

8.1 California Labor Code. Pursuant to the provisions of §1770 et seq. of the California Labor Code, which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District office or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/dlsr/>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code §1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the District harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of \$100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations and all job site notices as prescribed by California Labor Code Section 1771.1.

Pursuant to California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of \$100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its

Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the District's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement, or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the District may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The District shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"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 assigning 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 §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, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the District, nor any extensions of time, nor any positions taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and the District shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Contra Costa, State of California, and governed by California law (excluding choice of law rules). By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- A. personal delivery, in which case notice is effective upon delivery;
- B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Any written notice to Contractor shall be sent to:

Company Name _____

Company Address _____

Individual's Name _____

Individual's Email Address _____

Individual's Direct Dial Phone #: _____

Individual's Fax # _____

Any written notice to District shall be sent to:

District Engineer
Ironhouse Sanitary District
450 Walnut Meadows Drive
Oakley, California 94561

9.9 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

Date: _____ Federal I.D. #: _____

DIR Registration # _____ State ID # _____

California Contractor's License # & Classifications _____ Expiration Date _____

Signature _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

Type of Business Entity (*check one*):

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (*please specify*: _____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

Ironhouse Sanitary District
a California Public Entity

DATE: _____

By: _____
Signature

Danea Gemmell
Print Name

District Engineer
Title

ATTEST:
By: _____
Signature

Cecelia Goff
Print Name
Secretary to the Board
Title

END OF SECTION

SECTION 00 61 10
PERFORMANCE BOND

Bond No. _____
Premium Amount _____
Any claim under this Bond should be sent to the
following address _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, IRONHOUSE SANITARY DISTRICT, (hereinafter referred to as "District") has entered into a Contract with [NAME OF CONTRACTOR], (hereinafter referred to as "Principal" or "Contractor"), for construction of the Taylor Road Lift Station Improvements - Project No. ISD-CS26-08 (the "Project");

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the District, in the sum of _____ Dollars (\$_____) lawful money of the United States, to be paid to the District or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract Documents during the original term and any extensions thereof as may be granted by the District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract Documents, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract Documents made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract Documents, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements, then the obligations of Surety hereunder shall continue so long as any such obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

1. Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the District and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Principal completely and properly performs all of its obligations under the Construction Contract, Surety and Principal shall have no obligation under this Bond.

3. If there is no District Default, Surety's obligation under this Bond shall arise after:
 - 3.1 The District provides Surety with written notice that the District has declared a Principal Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 The District has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a Principal selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When the District has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Principal, with consent of the District, to perform and complete the Construction Contract (but the District may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Principal as its agent or independent contractor or Contractor without the District's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to the District for a contract for performance and completion of the Construction Contract and, upon determination by the District of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by the District and the contractor or Principal selected with the District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to the District the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Principal, and with reasonable promptness under the circumstances and, after investigation and consultation with the District, determine in good faith its monetary obligation to the District under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to the District with full explanation of the payment's calculation. If the District accepts Surety's tender under this Paragraph 4.4, the District may still hold Surety liable for future damages then unknown or unliquidated resulting from the Principal Default, as agreed by the District and Surety at the time of tender. If the District disputes the amount of Surety's tender under this Paragraph 4.4, the District may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times the District shall be entitled to enforce any remedy available to the District at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Principal's Construction Contract obligations. Surety's obligations include, but are not limited to:

- 6.1 Principal's obligations to complete the Construction Contract and correct Defective Work;
 - 6.2 Principal's obligations to pay liquidated damages; and
 - 6.3 To the extent otherwise required of Principal under the Construction Contract, Principal's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Principal Default (but excluding attorney's fees incurred to enforce this Bond).
- 7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from the District to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Principal Default. To the extent Surety's independent default causes the District to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which the District is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
 - 8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
 - 9. No right of action shall accrue on this Bond to any person or entity other than the District or its successors or assigns.
 - 10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any the District action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any District action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is a District Default.
 - 11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the District and Principal regarding the Construction Contract, or in the Superior Court of the County of Contra Costa, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from the District to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
 - 12. All notices to Surety or Principal shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to the District shall be mailed or delivered as provided in Section 00 52 00 (Agreement). Actual receipt of notice by Surety, the District or Principal, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
 - 13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

- 14.1 Balance of the Contract Sum: The total amount payable by the District to Principal pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
- 14.2 Construction Contract: The agreement between the District and Principal identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 14.3 Principal Default: Material failure of Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in Section 00 72 00 (General Conditions).
- 14.4 District Default: Material failure of the District, which has neither been remedied nor waived, to pay Principal progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Principal Default and is sufficient to justify Principal termination of the Construction Contract.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety
and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

Title(s)

Title or Type of Document

- .. Partner(s)
 - .. Limited
 - .. General

Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Title(s)

- .. Partner(s)
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 - .. General

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF SECTION

SECTION 00 61 20
PAYMENT BOND

Bond No. _____
Premium Amount _____
Any claim under this Bond should be sent to the
following address _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, IRONHOUSE SANITARY DISTRICT, (hereinafter referred to as "District") and [NAME OF CONTRACTOR], (hereinafter referred to as "Principal") have entered into a Contract for the Taylor Road Lift Station Improvements - Project No. ISD-CS26-08 (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or 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 Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time

for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, 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 Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

Title(s)

Title or Type of Document

- .. Partner(s) .. Limited
- .. General

Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF SECTION

SECTION 00 62 10
CONTRACTORS CERTIFICATION REGARDING
WORKER'S COMPENSATION

Contract with the Ironhouse Sanitary District for the construction of:

PROJECT TITLE: TAYLOR ROAD LIFT STATION IMPROVEMENTS

PROJECT NO.: ISD-CS26-08

Labor Code §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 on consent to self-insure, 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 employees."

I am aware of the provisions of §3700 of the Labor Code that 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, I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor:

By:

Title:

Dated:

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF SECTION

SECTION 00 65 00
NOTICE TO PROCEED

Date

Contractor Name
Contractor address
City, State, Zip Code

Subject: Notice to Proceed – Name of Project

You are hereby notified that the commencement date for the Work is _____, 2026. The Contract Time begins on that date, and Final Completion is required within thirty (30) calendar days thereafter, subject to authorized time extensions under the Contract Documents.

Unless already completed, before you may start any Work at the Site, you must:

1. Submit certified Safety Program as required by California Code of Regulations, Title 8, General Industry Safety Orders and other related regulatory requirements.
2. Submit copies of applicable permits (Example: Cal OSHA Annual Trench Excavation Permit).
Submit approved fire protection plan, if applicable.
3. Attend preconstruction conference.

Sincerely,

Project Manager name
Project Manager Title

END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS
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ARTICLE 1 - GENERAL PROVISIONS

1.01 ABBREVIATIONS

- A. References in the General Conditions are sometimes referred to only by corresponding abbreviation. Not all abbreviations are listed and not all listed abbreviations are used. Unless otherwise specifically defined in the General Conditions, when the following abbreviations are used, the intent and meaning will be interpreted as follows:
1. CM – Construction Manager.
 2. DE- Design Engineer.
 3. LDs – Liquidated Damages.
 4. NTP – Notice to Proceed.
 5. QC – Quality Control.
 6. RFI – Request for Interpretation/Information.
 7. SOV – Schedule of Values.
- B. Additional abbreviations related to the Technical Specifications are found in the respective Technical Specification.

1.02 DEFINITION OF WORDS AND TERMS:

- A. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms. For the sake of convenience, the masculine/feminine pronoun may be used to designate who performs the work and for other purposes and, in all case, applies equally to all persons.
- B. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by the District, Construction Manager or Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of the District, Construction Manager or Design Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to District, Construction Manager or Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the provisions of the Contract Documents.
- C. Wherever in the Contract Documents, the following terms, or pronouns in place of them are used, the intent and meaning will be interpreted as follows:
1. **Acceptance, Final Acceptance** - The formal acceptance by the District Board of Directors, or as delegated by the District Board of Directors, of the Completion of the entire Work of the Contract, which to District’s knowledge has been performed in accordance with the requirements of the Contract Documents and all Approved modifications thereof.
 2. **Acts of God** - "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.
 3. **Addendum** - A written change to the Contract Documents issued before the time fixed for the opening of Bids.
 4. **Agreement** - The written and signed document known as Section 00 52 00, Agreement. (Sometimes also referred to as Contract Agreement or Contract.)

5. **Allowance** - "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents.
6. **Alternative** - Refer to Approved Equal and Substitution.
7. **Applicable Laws** - All laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.
8. **Application for Payment** - The form acceptable to District's Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
9. **Approved, Directed, Ordered, or Required** - Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that written approval, acceptance, or direction by the District's Representative or District's Project Manager is required.
10. **Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration and Cal/OSHA standards.
11. **As-Built Documents** - A set of the Contract Documents including Drawings and Specifications updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. May also be referred to as Project Record Documents. As-Built Documents must include all Addenda, Changes, Additional Detailed Instructions or other clarifications to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work.
12. **Award Date** - Date of action taken by the District Board of Directors accepting Contractor's Bid and authorizing its designee to execute the Agreement. (Sometimes also referred to as Award.)
13. **Bid Alternate** - Additive and/or deductive Bid items identified as such on the Bid Form.
14. **Bid** - The offer of a Bidder to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.
15. **Bidder** - Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work contemplated, acting directly or through a duly authorized representative.
16. **Bid Forms** - The approved bid forms upon which District requires a formal Bid be prepared and submitted for the Work.
17. **Bidder's Security** - The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with District for the performance of the Work of the Contract is awarded to the Bidder.
18. **Business Day** - "Business Day" means any day when the office of the District is open for business.
19. **Caltrans** - The California Department of Transportation.
20. **Change Order** - A document, which is signed as recommended by the Construction Manager, accepted by the Contractor, and accepted by the District Representative, which authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
21. **Claim** - A separate unresolved Dispute by the Contractor for: (A) a Contract Time extension, (B) payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not

otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the District.

22. **Clarification Letter** - A Clarification Letter is issued by the Construction Manager or District to address the clarification of Contract issues raised by the Construction Manager, Design Engineer, or District.
23. **Completion** - Acceptance of the Work.
24. **Construction Manager (CM)** - A consultant firm or such other individual or entity designated, in writing, by the District to act as its representative and to perform administrative functions relating to this Contract. The Construction Manager may also furnish inspection services as provided by the Contract. All contact by the Contractor with the District shall be through the Construction Manager.
25. **Consultants** - Architects, Engineers, Construction Managers and other professionals engaged to provide the District with professional services for the Project.
26. **Contract** - The written Agreement on the District's form encompassing the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. Synonymous with "Agreement", and "Contract Agreement".
27. **Contract Bonds** - The Performance Bond and the Payment Bond for Public Works.
28. **Contract Documents** - The words "Contract Documents" shall mean any or all of the items listed in Section 00 52 00, Agreement, Article 2, Contract Documents.
29. **Contract Price (also referred to as Contract Amount or Contract Sum)** - The Contract Price is stated in the Agreement and, including authorized adjustments by Change Order, is the total amount payable by District to the Contractor for performance of the Work pursuant to the Contract Documents.
30. **Contract Time(s)** - Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, identified in the Contract Documents for Completion of the Work or a designated portion of the Work.
31. **Contractor** - The individual, partnership, corporation, limited liability company, or combination thereof including joint venturers who enter into the Contract with the District for the performance of the Work. The term "Contractor" means the Contractor or his authorized representative. The term "Contractor" also may include subcontractors, sub-tier subcontractors, consultants, equipment and material suppliers, and their employees. (Sometimes also referred to as "Prime Contractor" or "General Contractor")
32. **Contractor's Authorized Representative** - The Contractor's authorized representative(s) who has the authority to represent and act for Contractor.
33. **Contractor's Plant and Equipment** - The equipment, material, supplies and all other items, except labor, brought onto the Site by the Contractor to carry out the Work, but not to be incorporated in the Work.
34. **Controlling Operation**- A Controlling Operation means an item of the Work on the Project's critical path whose duration time directly affects the date that the entire Work can be completed.
35. **Coordination Drawings** - Contractor prepared drawings submitted by Contractor to District to demonstrate the coordination of methods, materials, equipment, plans, or sequence the Contractor proposes to use when limited space is available for installation of different components, coordination is required for installation of Products and materials Fabricated by separate entities, or the relationship of components is shown on separate Shop Drawings or Submittals. Coordination Drawings are not considered Contract Documents.
36. **Corrective Work Item List** - List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared

by the Construction Manager and issued to the Contractor as an attachment to the response to the Contractor's notification of Substantial Completion.

- 37. **Cost Proposal** - A proposed cost made by the Contractor to the District to add, delete or change the Work based on a District Request for Proposal (RFP).
- 38. **County** – The County of Contra Costa, a political subdivision of the State of California.
- 39. **Critical Path** - The path(s) of activities on the current updated version of the Official Progress Schedule without any Total Float Time.; all references in the Contract Documents to the Critical Path mean the longest path of dependent activities within the current updated version of the Official Progress Schedule that determine when the Work of a Milestone or the entire Work of the Project will be complete. A Critical Path Method (CPM) schedule is in the form of precedents, networks, and time sequences.
- 40. **Critical Supply Shortage** -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.
- 41. **Date of Acceptance** - The date that the Notice of Completion is filed by the District.
- 42. **Day(s)** - The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically designated otherwise. The day shall be 24 hours measured from midnight to the next midnight.
- 43. **Defective** - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by District at Substantial Completion in accordance with the Contract Documents).
- 44. **Demobilization** –Demobilization includes: movement off the Project Site, upon completion of the Work, of personnel, equipment, temporary offices, buildings and other facilities, supplies and incidentals; and submission of final Project submittals.
- 45. **Design Engineer** - The engineer, architect or specialty design consultant designated by the District to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Design Engineer may also furnish inspection services as provided by the Contract. The Design Engineer may also be referred to as "Engineer" if the definition is used in a Design Engineer role and capacity.
- 46. **Direct** - Action of the District or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.
- 47. **Dispute** - A written disagreement submitted by the Contractor seeking adjustment of Contract terms, payment of money, extension of Contract Time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.
- 48. **District's Representative** - The person named in Section 00 52 00, Agreement, whose authority includes but is not limited to the authority to approve Addenda, Change Orders, Milestone and Project Completion dates(s).

49. **Drawings** - The graphic and pictorial portions of the Contract Documents, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with "Contract Drawings" and "Plans".
50. **Easements** - A recorded document in which the land owner gives the District permanent rights to construct and maintain water mains, sanitary sewers, storm drains and/or facilities across private property.
51. **Emergency** – A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
52. **Engineer** - The Engineer shall mean the District Engineer as well as the District Engineer's subordinates and other District Representative(s) who have been duly authorized to exercise control and supervision of the Work.
53. **Equipment - (Construction)** - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the Work contemplated. **(Installation)** - All material or articles used in equipping a facility or apparatus required to fulfill a functional design.
54. **Execution** - Field or Site performance, workmanship, installation, erection, application, field fabrication, quality control, and protection of installed products on the Site.
55. **Extra Work** - New or unforeseen work, or added work of a different character or function and for which no basis for payment is prescribed in the Contract Documents; or that involves revisions of the details of the Work in such a manner as to render inequitable payment under items upon which the Contractor bid; or that work to be done under "stipulated prices" as given in the Bid Schedule of Prices.
56. **Fabricated** - Specifically assembled or made out of selected materials to meet Project specific design requirements.
57. **Field Directive** - A Field Directive (FD) is used for providing written direction to the Contractor to perform work which: a) directs the Contractor to proceed with work that the Construction Manager has not recognized as extra work, b) directs the Contractor to proceed with work that the Construction Manager has determined is extra work but costs have not been determined or are difficult to determine by the Construction Manager. Also referred to as a "Directive".
58. **Field Order** - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis or a lump sum cost agreed to between District and Contractor.
59. **Final Acceptance** - Action taken by the District Board of Directors, or as delegated by the District Board of Directors, accepting the Work as fully completed.
60. **Final Completion** - The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as certified by the Construction Manager.
61. **Final Inspection List** - List of materials, equipment, workmanship, or administrative requirements which are not in conformance with the Contract. The list shall be prepared by the Construction Manager and submitted to the Contractor following the Contractor's notice of completion of the Work, including all items on the Punch List.
62. **Force Account** - The method of performing Work by or on behalf of Contractor on a time, materials and equipment basis.
63. **Force Majeure Event**- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or

approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the District in its capacity as a municipal authority.

- 64. **Furnish** - The word "furnish" when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 65. **General Conditions** - Section 00 72 00, which sets forth the legal and contractual requirements and general clauses governing administration of the Project.
- 66. **General Manager**- General Manager- means the General Manager of the District acting either directly or through properly authorized representatives acting within the scope of their authorized duties.
- 67. **General Requirements** - Division 1, GENERAL REQUIREMENTS, which forms the part of the Contract Documents establishing special conditions or requirements peculiar to the Work and supplementary to the General Conditions.
- 68. **Governing Body** - The Ironhouse Sanitary District Board of Directors.
- 69. **Governmental Agencies** - Whenever, in the Contract Documents, reference is made to any governmental agency or officer, such reference will be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.
- 70. **Guarantee** - A promise or assurance given by one party to a second party that a third party's obligations will be fulfilled (i.e., Contractor agrees to guaranty the Work performed by one of its Subcontractors to the District). (Also sometimes referred to as Warranty/Guarantee)
- 71. **Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time, or any other material with Hazardous Waste requirements.
- 72. **Herein** - Refers to information presented in the Contract Documents.
- 73. **Hold Harmless** - Agreement by one (1) party to indemnify and defend a second party when the second party is sued by a third party as a result of the first party's actions or inactions.
- 74. **Holidays** - Legal holidays shall include the following holidays designated by the District: January 1- New Year's Day, Third Monday in January- Martin Luther King Jr. Day, Third Monday in February- President's Day, Last Monday in May- Memorial Day, July 4- Independence Day, First Monday in September- Labor Day, Second Monday in October- Indigenous Peoples' Day, November 11- Veterans Day, Thanksgiving Day, the day after Thanksgiving and December 25 - Christmas Day.
- 75. **Incomplete Work** - Work required by the Contract Documents that is not yet installed.
- 76. **Inspector** – Inspector shall mean an engineering or construction inspector acting within the authorized scope of the particular duties and authority delegated to such inspector by the District. Inspector may include the person(s), firm(s), or agency(ies) employed by the District to perform inspection during construction of the Work, under the direction of the Construction Manager. It shall also mean any representative of the District who will perform inspections of the Work for code compliance and quality assurance reporting in addition to

those inspections performed by the Engineer. Said inspector may be the Construction Manager or may be another representative of the District.

77. **Install** - The word "install" when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment, complete and ready for intended use. Synonymous with "Provide" for the purposes of this Contract.
78. **Laboratory** - Any laboratory authorized or accepted by District to test materials and Work involved in the Contract.
79. **Laws and Regulations; Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
80. **Liens** - Charges, security interests, or encumbrances upon Project funds, real property or personal property.
81. **Liquidated Damages** - The amount prescribed in the Contract Documents to be paid to District or to be deducted from any payments due or to become due Contractor for each Day's delay in completing the whole or any specified portion of the Work, beyond the time(s) allowed in the Contract Documents plus approved time extensions, or as otherwise used in provisions for liquidated damages for public hardship.
82. **May** - "May," wherever or in whatever manner used, refers to permissive actions.
83. **Milestone** - A specific portion of the Work identified in the Contract Documents as a Milestone.
84. **Milestone Completion** - The date determined by the District when the Work of a Milestone is complete. Milestone Completion does not constitute Acceptance but does establish the completion date of the Milestone for the purpose of assessment of Liquidated Damages, if any, associated with the Milestone.
85. **Milestone Duration** - The time allowed in the Contract Documents, plus approved time extensions, for completion of the work of a Milestone.
86. **Must** - See definition of "Shall".
87. **Named Products** - Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.
88. **Notice Inviting Bids** - The Section inviting sealed Bids for the Work. See Section 00 11 13, Notice Inviting Bids.
89. **Notice of Award** - The document from the District notifying Contractor that the District Board of Directors accepted Contractor's Bid and authorized the General Manager to execute the Agreement.
90. **Notice of Completion** - A document executed by the District, as authorized by the General Manager and filed with the County Recorder, signifying that the Contract has been Completed and Accepted.
91. **Notice to Proceed** - The written notice issued by District's Representative to Contractor whereby the Contractor is notified of the official construction Contract start date and is authorized to proceed with the Work. See Section 00 65 00, Notice to Proceed. Unless otherwise specified in the Contract Documents or Directed by written Order of District's Representative, the Contractor must begin Work within fourteen (14) Days following the start date for the Work as stated in the Notice to Proceed.
92. **Operational Acceptance** - Written notice by the Construction Manager accepting the Work, or portions of the Work, as operationally complete. Used for the purpose of placing equipment or facilities in service before all of the Contract Work is completed, thus affording the District beneficial use of the equipment or facilities

93. **Paragraph** - For reference or citation purposes, a Paragraph shall refer to the Paragraph, or Paragraphs, called out by Paragraph number and alphanumeric designator.
94. **Party** - The District or the Contractor individually, and "Parties" shall mean the District and the Contractor collectively.
95. **Perform** - Refer to "Provide."
96. **Person** - The term, person, includes firms, companies, corporations, partnerships, and joint ventures.
97. **Plans** - See Drawings.
98. **Prejudiced** - As used herein, the term "Prejudiced" shall include, but is not limited to, material interference with the District's timely consideration of action to prevent increases in the cost or time required to perform the Work, ability to monitor the Contractor's increased costs resulting from the situation, to timely marshal facts, and to timely plan its affairs.
99. **Products** - Materials, equipment, systems, shop fabrications, mixtures, and source controls.
100. **Progress Schedule** - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
101. **Project** - The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof as indicated elsewhere in the Contract.
102. **Product Data** - Illustrations, Manufacturer's literature, standard schedules, performance charts, instructions, brochures, diagrams and other information submitted by the Contractor to illustrate materials or equipment for some portion of the Work. Product Data are not considered Contract Documents.
103. **Punch List** - "Minor" Work that remains to be completed before the District's Representative will issue a Final Completion Certification Letter. Punch List work includes minor architectural cosmetic work to correct minor flaws or deficiencies related to painting, trim, ceiling tile, joinery work or other architectural features; minor adjustments to door hardware; minor cleaning to include scuff marks and small stains; correction of minor mechanical or electrical deficiencies such as tightening of plumbing fixtures and connections, affixing electrical cover plates, minor adjustments to HVAC controls and settings; minor corrections to landscaping; etc. Punch List does not include "Major" Work that would prevent District from occupying and using the facility for its intended use.
104. **Quality** - Conformance to the requirements established by the Contract Documents
105. **Quality Control (QC)** - The Contractor's system in place during execution of the Work, to manage and control its own, and its Supplier's and Subcontractor's activities to comply with the requirements of the Contract Documents.
106. **Reference Specifications** - Those standards, rules, method of tests or analysis, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the contract documents. These refer to the current edition of amendments in effect at the date of Section 00 11 13, Notice Inviting Bids, unless specifically referred to by edition, volume or date.
107. **RFI or Request for Interpretation/Information** - A written request by the Contractor for information or clarification regarding the requirements of the Contract Documents.
- a. RFI's are not to be used in place of a Substitution.
 - b. RFI's are not to be used in lieu of a Corrective Action Plan, described in Article 14 of this Section.
 - c. Requests for Information must be numbered sequentially and presented in a format furnished by, or acceptable to, the District's Representative. The District's

response to an RFI does not change the requirements of the Contract Documents, Contract Time, or Contract Sum.

- 108. **RFP or Request for Proposal** - A request for a proposed cost made to the Contractor by the District to add, delete or change the Work. RFP's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work. RFP's may also be referred to as "Request for Quotation".
- 109. **Retention** - A defined percentage of the Contract Sum held by the District pending Completion of the Work, or any portion of the Work.
- 110. **Salvage** - All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction Site by the Contractor or delivered to the location designated in the Contract Documents. The exact location to stockpile items shall be determined by the Construction Manager. The Construction Manager shall then make a determination as to which items are to be retained by the District. All other items shall be properly disposed of at no additional cost to the District.
- 111. **Samples** - Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.
- 112. **Schedule of Values** - A document submitted by the Contractor to the District reflecting the portions of the Contract Sum allotted for the various parts of the Work. (Sometimes also referred to as "Cost Breakdown.")
- 113. **Shall** - Refers to actions entered into by the Contractor or the District as a covenant with the other party to do or to perform the action.
- 114. **Shop Drawings** - Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, and Suppliers to demonstrate and/or illustrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for some specific portion of the Work. Shop Drawings are not considered Contract Documents.
- 115. **Site** - Lands or areas indicated in the Contract Documents as being furnished by District upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by District which are designated for the use of Contractor.
- 116. **Specifications** - The written directions, provisions and requirements pertaining to the materials to be provided and to the method and manner of performing the Work, including any Addenda and Approved revisions by District. (Also sometimes referred to as "Technical Specifications" or "Specs.")
- 117. **Standard Drawings, Standard Plans, Standard Specifications** - Unless specifically stated otherwise, the latest edition of the District's Standard Drawings, Standard Plans or Standard Specifications referenced in the Contract Documents.
- 118. **State of California Specifications** - The State of California Department of Transportation Standard Specifications in effect at the date of Section 00 11 13, Notice Inviting Bids. Also referred to as State Standard Specifications and Caltrans Standard Specifications. Where the terms the "State" or the "Engineer" are used in the California Standard Specifications, they shall be considered as meaning the "District" or the "Engineer" as defined herein. Paragraphs of the California Standard Specifications on Measurement and Payment shall not apply.
- 119. **State** - The State of California.
- 120. **Stop Payment Notice** - A legal remedy for subcontractors, suppliers, and other persons who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the District.
- 121. **Subcontractor** - A contractor, within the meaning of the provisions of Chapter 9 (commencing with §7000) of Division 3 of the Business and Professions Code, who

contracts directly with the Contractor to perform any Work of the Project. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative.

- 122. **Subsubcontractor** - A contractor, within the meaning of the provisions of Chapter 9 (commencing with §7000) of Division 3 of the Business and Professions Code, that has a direct or indirect contract with a Subcontractor to perform any Work of the Project. The term Subsubcontractor is referred to throughout the Contract Documents as if singular in number and means a Subsubcontractor or an authorized representative thereof.
- 123. **Submittal** - Data or items required by the Contract Documents to be submitted by the Contractor to the District. Submittals demonstrate the method, materials, plan, or sequence the Contractor proposes to use to conform to the design concept expressed in the requirements of the Contract Documents. Submittals include but are not limited to Shop Drawings, Coordination Drawings, layouts, Progress Schedules, Substitution requests, Samples, mockups, catalogs, Product Data and literature, equipment data sheets, maintenance and operating data. Unless otherwise stated in the Contract Documents, Submittals are not considered Contract Documents.
- 124. **Substantial Completion** - Sufficient completion of the Project, or the portion thereof, to permit a utilization of the Project. Determination of substantial completion is solely at the discretion of the District. Substantial completion does not mean complete in accordance with the Contract, nor shall substantial completion of all, or any part, of the Project, entitle the Contractor to acceptance under the Contract.
- 125. **Substantial Completion Date** - Date when the District puts into service, the Project or that portion of the Project that has been determined to be substantially complete.
- 126. **Substitution** - A material and/or process offered by the Contractor in lieu of the specified material and/or process, and accepted by the District's Representative in writing as being equivalent (equal) to the specified material and/or process, such as an excepted or equal. (Also sometimes referred to as Product Substitution)
- 127. **Supplier** - A person or organization contracting with Contractor, a Subcontractor or a Sub-subcontractor to supply materials and/or equipment for the Work.
- 128. **Surety** - A company that provides Contractor's bonds for bidding, performance and payment and is admitted as a surety insurer as defined in §995.120(a) of the California Code of Civil Procedure.
- 129. **Surveyor** - A land surveyor licensed in the State of California.
- 130. **Total Float Time** - The time difference between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date, of Project activities. (Also sometimes referred to as "slack time" or "Total Float" or "Float").
- 131. **Trade Names** - Where a certain product is called by its Trade Name, it is intended as a guide for type and quality.
- 132. **Typical Details** - Details of standard structures, devices or instructions referred to on the Plans and Specifications by title or number and prepared by the Design Engineer.
- 133. **Unbalance Bid** - A Bid containing a combination of lump sum and unit price Contract Items where individual Contract Items contained in the bid do not reflect reasonable actual direct costs plus a reasonable proportionate share of the Bidder's anticipated indirect costs and profit.
- 134. **Underground Facilities** - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

135. **Unilateral Change Order** – A Change Order issued by the District without the consent of the Contractor or signature of the Contractor.
136. **Unit Price Work** – Work to be paid for on the basis of unit prices.
137. **Utility** - Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.
138. **Warranty** - A Contractor's, Subcontractor's, Manufacturer's or material Supplier's promise or assurance, written or otherwise, that it's Products and services provided meet industry (implied) or contractual (the requirements of the Contract Documents) standards of performance. (Also sometimes referred to as Warranty/Guarantee.)
139. **Will** - See definition of "Shall".
140. **Work** - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.
141. **Work Day** - A working day is defined as any day, except Saturdays, Sundays and District Legal Holidays. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and District Legal Holidays) shall be verified with the District at least 72 hours in advance. Unless specifically provided for otherwise in the Contract Documents, the District shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime. A "working day" may also be referred to as a "business day".

1.03 CONTRACT DOCUMENTS- REPRESENTATIONS, CORRELATION AND INTENT

- A. Upon Notice to Proceed, the Contractor may obtain from the District, free of charge, five (5) copies of the Drawings (half- size) and Specifications. Drawings and Specifications will include all changes made by Addenda issued during the bid period. The District will also provide one electronic copy of the Contract Documents in PDF format.
- B. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, and all other items necessary for the proper execution and completion of the entire Work. Unless otherwise specifically noted, Contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for the proper execution and completion of the Work.
- C. Reasonably implied parts of the Work shall be performed as "incidental work" even though absent from the Drawings and Specifications. "Incidental" work shall be performed by Contractor without extra cost to District. Incidental work includes any work not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications, or is necessary or required to make each installation satisfactory, legally operable, functional, consistent with the intent of the Drawings and Specifications or the requirements of the Contract Documents. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in the Bid Price.
- D. By entering into the Agreement, Contractor represents it is familiar with the Project Site conditions including the availability of labor and materials in the local geographic area where the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.
- E. While the District has endeavored to accurately represent the physical conditions which may affect the cost of the proposed work shown on the plans or indicated in the Specifications, the District does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any such conditions affecting the cost of the work which would have been disclosed by reasonable examination to the Site.

- F. No test, investigation, statement or estimate of a factual situation not incorporated in the Contract shall be relied on by the Contractor. Any test, investigation, statement or estimate of fact incorporated in the Contract shall be considered by the Contractor to be a suggestion only, and he or she may request equal access to the underlying or background informative material or source and shall arrive at his or her own opinion thereon, including his or her own determination of how reliable any conclusion appearing in (or inferred from) the Contract.
- G. The Contractor may not rely on "drawings of record" or similarly final or accepted drawings or maps of facilities constructed on public or private property for or under inspection by the District. Such information may be used for reference only. Actual locations and depths shall be determined by field investigations by the Contractor.
- H. In the event of any difference, discrepancy, inconsistency, error, omission, or other apparent conflict within the Contract Documents and/or with actual field conditions, Contractor must immediately notify District in writing, requesting clarification. If Contractor is aware the Work is affected and proceeds with the Work without instructions from District, Contractor must make good any resultant damage or defects without additional cost to the District.
- I. The misplacement, addition, omission of a word or character shall not change the intent of any part of the Contract form that set forth by the Contract as a whole.
- J. When standards of the Federal Government, trade societies, trade associations, or similar commercial standards are referred to in the Contract Documents by specific date of issue, these standards, including amendments or supplements, will be considered as part of the Contract Documents. When such references do not bear date of issue, the current published edition, including amendments or supplements, at the date of the first Notice Inviting Bids will be considered as part of the Contract Documents.
- K. Contractor is responsible for the complete and proper execution of the Work as described in, and as reasonably implied by, the Contract Documents. Contractor is solely responsible for ensuring that all Subcontractors, Suppliers, Manufacturers, etc., working with any portion of the Contract Documents are fully aware that all the Contract Documents apply to their Work, although the other portions of the Contract Documents may not be fully reproduced or repeated therein.
- L. The Contract Documents issued by District and copies furnished to the Contractor, are for use solely with respect to the Work of this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or Supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of District. The Contractor, Subcontractors, Sub-Subcontractors and Suppliers are granted permission to use and reproduce applicable portions of the Contract Documents issued by District appropriate to, and for use in, the execution of their Work pursuant to the requirements of the Contract Documents.
- M. Unless otherwise indicated, highlighted, emboldened, italicized, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.

1.04 INTERPRETATION OF THE CONTRACT DOCUMENTS

- A. Notwithstanding any omission from these Specification or the Drawings it shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions in writing before proceeding with the work. The Contractor, as part of the Contract, shall agree not to take advantage of any errors or omissions in the Contract Documents. It is also the duty of the Contractor to promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient or for which there are procurement challenges affecting the ability of the Contractor to complete the Work within the times required. If the Contractor believes that a defect or insufficiency exists in design, materials or specified method and fails to promptly notify the Construction Manager in writing of this belief, the Contractor thereby waives any right to assert entitlement to and/or recover any damages and/or time extensions arising from any such that a defect or insufficiency in design, materials or specified method at any later date in any legal or equitable proceeding against the District, or in any subsequent arbitration or settlement conference between the District and the

Contractor. The Construction Manager may, by appropriate instructions correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings.

- B. Any discrepancies found between the Contract Documents and Project Site conditions or any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Construction Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager with a RFI. The Construction Manager shall respond to the Contractor in writing with a decision within fifteen (15) days of receipt of the request, or if it is necessary to extend this period, the Construction Manager shall notify the Contractor in writing as to when a decision will be provided. RFI procedures are further described in Section 01 33 10, Request for Interpretation.
- C. Work done by the Contractor after its discovery of such errors, omissions, discrepancies, inconsistencies or ambiguities without such notice and prior to response from the Construction Manager shall be done at the Contractor's risk.

1.05 ORDER OF PRECEDENCE OF THE CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - 1. Permits from other agencies as may be required by law.
 - 2. Addenda, Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier.
 - 3. Agreement (Section 00 52 00).
 - 4. Contractor's accepted Bid Submission (Sections 00 40 00 through 00 40 42).
 - 5. General Requirements (Division 1).
 - 6. General Conditions (Section 00 72 00).
 - 7. Instructions to Bidders (Section 00 21 13).
 - 8. Notice Inviting Bids (00 11 13).
 - 9. Technical Specifications (Division 2 and all other Divisions following).
 - 10. Contract Drawings.
 - 11. District Standard Specifications.
 - 12. Reference/Standard Plans.
 - 13. Reference/Standard Specifications.
- B. With reference to the Drawings, the order of precedence is as follows:
 - 1. Enumerated dimensions govern over scaled dimensions.
 - 2. Detail drawings govern over general drawings.
 - 3. Addenda/Change Order drawings govern over any other drawings.
 - 4. Contract Drawings govern over standard drawings/plans.
- C. The provisions of the Contract Documents shall take precedence over any Laws or Regulations applicable to the performance of the Work unless such an interpretation of the provisions of the Contract Documents would result in a violation of such Law or Regulation.
- D. Minor Omissions:
 - 1. If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or Installing of parts, materials, or

equipment, but there exists accepted trade standard for good and workmanlike construction, such detail will be deemed to have been included by the requirements of the Contract Documents in accordance with such standard.

1.06 ADDITIONAL DETAILED INSTRUCTIONS

- A. District may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the Contract Documents. Should Additional Detailed Instructions, in the opinion of the Contractor, constitute Work in excess of the requirements of the Contract Documents, the Contractor must submit written notice to the District within seven (7) Days following receipt of such instructions, and in any event prior to commencement of the Work thereon. If in the District's judgment the Additional Detailed Instructions constitute Work in excess of the requirements of the Contract Documents, the Additional Detailed Instructions will be revised or the extra Work will be added by Change Order.

1.07 RIGHTS AND REMEDIES

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.
- B. No action or failure to act by the District, the Design Engineer, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

****END ARTICLE 1****

ARTICLE 2 - CONTRACT ADMINISTRATION

2.01 ADMINISTRATION OF THE CONTRACT

- A. The District's Representative, the Construction Manager, and the Design Engineer will provide administration of the Contract as hereinafter described. These parties are designated in Section 00 52 00, Agreement. If the status of any of the above parties should change, the District will provide written notice to the Contractor of such change.
- B. Contractor recognizes that the District is a public agency and that it can act only through its duly authorized agents, and in this regard agrees that only written change orders, executed as specifically authorized by the governing body of the District either directly or through properly authorized agents, shall be valid. The District's Representative shall have no authority to issue a change order unless so specifically authorized, and no person shall have authority to issue any oral change order. Unless a valid change order is issued therefore, all changes in the work performed by the Contractor shall be at its own risk, and the Contractor shall not be entitled to any additional compensation on account thereof, and the Contractor may be required to make the work conform to the Specifications. No act or series of acts by the District during the course of the Contract shall be deemed to constitute a waiver of the right of the District to rely upon the provisions of this subparagraph.
- C. The District's Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to claims and compensations.
- D. Any decision of the District's Representative shall be final and he or she shall have executive authority to enforce and make effective such decisions and orders should the Contractor fail to carry out promptly.

2.02 DISTRICT'S REPRESENTATIVE

- A. General:
 - 1. The District's Representative has the authority to act on behalf of the District on change orders, field orders, progress payments, Contract decisions, acceptability of the Contractor's work, or early possession.
- B. Change Orders/Field Orders:
 - 1. The District's Representative has the authority to accept or reject change orders, field orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.
- C. Progress Payments:
 - 1. The District's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.
- D. Contract Decisions:
 - 1. Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the District's Representative in accordance with the provisions of the Contract.
- E. Acceptability of Work:
 - 1. The District's Representative has the authority to make the final determination of the acceptability of the Work. The District's Representative also has the authority to accept or reject the Design Engineer's recommendations regarding retention of defective work as provided.

2.03 CONSTRUCTION MANAGER

A. General:

1. The Construction Manager is a representative of the District employed to act as advisor and consultant to the District in construction matters related to the Contract. The Construction Manager may also be a District employee. The term Construction Manager may include more than one individual to perform contract administration and construction observation. Hereinafter, the term Construction Manager includes any and all representatives working under the direction of the Construction Manager.
2. All instructions to the Contractor and all communications from the Contractor to the District or the Design Engineer shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the District only to the extent provided in the Contract Documents. The District has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.
3. The Construction Manager's authority to act under Section 00 72 00- Article 2, Contract Administration, and any decision made by it in good faith either to exercise or not to exercise such authority, shall not be interpreted or construed as control or responsibility of any of the work performed under this Contract.

B. Construction Manager's Responsibility:

1. The Construction Manager will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, appliances techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.
2. In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

C. Observation and Inspections of Construction:

1. The Construction Manager shall observe the construction and shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing.
2. Observation and inspection by an Inspector is not an authorization to revoke, alter, or waive any requirements of the Specifications. Observation and inspection by an Inspector is an authorization to call the attention of the Contractor to any failure of the Work, materials, or workmanship to conform to the Contract Documents. The Inspector shall have this authority including the ability to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision. If the decision of the Construction Manager is not satisfactory to the Contractor, the Contractor may appeal such decision to the District's Representative.

D. Acceptability of the Work:

1. The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

- E. Change Orders:
 - 1. The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Engineer; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the District.
- F. Construction Schedule:
 - 1. The Construction Manager has the authority to review and recommend acceptance of the Progress Schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.
- G. Progress Payments:
 - 1. The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.
- H. Completion:
 - 1. The Construction Manager, with the assistance of the Design Engineer, will conduct inspections to determine the dates of Substantial Completion of the Work and final completion of the Work, and will receive and forward to the District, for the District's review, written warranties, and related documents required by the Contract and assembled by the Contractor.

2.04 DESIGN ENGINEER

- A. General:
 - 1. The Design Engineer will have the authority to act on behalf of the District only to the extent provided in the Contract Documents.
- B. Interpretations:
 - 1. The Design Engineer has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Design Engineer, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the District, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to District.
- C. Acceptability of the Work:
 - 1. The Design Engineer has the authority to make a recommendation as to the acceptability of the Work. The Design Engineer has the authority to recommend acceptance regarding the retention of defective work.
- D. Submittals
 - 1. The Design Engineer shall receive, through the Construction Manager, shop drawings, product data, and samples for review in accordance with Section 01 33 00, Submittal Procedures.
 - 2. The Design Engineer has the authority to review and take other appropriate action upon the Contractor's submittal such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

****END ARTICLE 2****

ARTICLE 3 - DISTRICT

3.01 GENERAL

- A. The District, acting through the District's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract Documents.

3.02 ATTENTION TO WORK

- A. The District's Representative, Construction Manager, and Design Engineer are designated in Section 00 52 00, Agreement. The Construction Manager's designated representative may be available at the Project Site of the Work. An alternate representative may be designated when the designated Construction Manager's representative is not available at the Project Site of the Work. The Design Engineer may assign a representative to be available at the Project Site of the Work.

3.03 OBSERVATION AND INSPECTION

- A. In addition to the Construction Manager's designated representative, the District may provide one or more Inspectors to the Construction Manager to observe the work and with the same authority.
- B. Separate and independent from the observations and inspections above, the Project may be inspected by others for code and permit compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

3.04 DISTRICT'S RIGHT TO USE OR OCCUPY

- A. The District reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these parts or areas have been approved for occupancy or use by the District. Subject to applicable laws, the exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in anyway affect the dates and times when progress payments shall become due from the District to the Contractor or in any way prejudice the District's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the District.
- B. Prior to such occupancy or use, the District and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.
- C. In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the District shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.
- D. The part or parts of the Work, if any, which the District anticipates the use or occupancy of prior to Substantial Completion are noted in Division 1, General Requirements. Failure to include a part of the Work in the above referenced section, shall not limit the District's right to use or occupy parts of the Work not listed.

3.05 DISTRICT'S RIGHT TO CARRY OUT THE WORK

- A. If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, and fails within five (5) days after receipt of written notice from the District to commence and continue correction of such neglect or deficiency with diligence and promptness, the District may, and without prejudice to any other remedy, make good such default, neglect or failure.
- B. The District also reserves the right to perform any portion of the Work due to an emergency threatening the safety of the Work, public, District, and any property or equipment.
- C. In either case, a Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies and/or for performing such

work, including compensation for the Design Engineer's, the Construction Manager's, and District's additional services made necessary by such default, neglect, failure or emergency.

3.06 DISTRICT ACCESS TO WORK AREAS

- A. The District, and its officers, agents, employees, and any other duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall at all reasonable times, for the purpose of determining compliance with Contract requirements, have access to such areas and the premises used by the Contractor. The Contractor shall also arrange for the District, and its officers, agents, employees, and any other duly authorized representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.
- B. The Contractor's attention is drawn to the fact that during the course of the work of this Contract, existing facilities will be used and maintained by District's personnel. The Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facility operation consistent with the necessity for making the connections as specified and as shown on the Project Drawings. The intent of this item is also that the Contractor's work force shall be excluded from access to and use of existing facilities except in direct pursuit of the work of this Contract, unless approved by the Engineer. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

3.07 DISTRICT-ACQUIRED PERMITS

- A. Attention is directed to the Contract Documents and to any permits that may have been acquired by or imposed upon the District that contain requirements related to performance of the work, including but not limited to encroachment permits and storm water pollution prevention. All work within public properties and rights of way shall be accomplished in conformance with any specific conditions, instructions, and/or requirements contained in permits issued by the agencies having jurisdiction over such property and rights of way.

3.08 DISTRICT-ACQUIRED EASEMENTS

- A. The District may provide easements for work under the Contract. District-provided easements are shown in the Contract Documents. All work within private and public properties shall be accomplished in conformance with any specific conditions, instructions, and/or requirements of the respective easements.
- B. The District may provide additional easements for use of public or private property for working space, haul roads, and for storage of materials and equipment. District provided easements are shown in the Project Documents. The Contractor may use such property so provided for working space, haul roads, and for storage of materials and equipment. Should the Contractor find it necessary or advantageous to use any land, over and above that land that is provided, for any purpose whatever, the Contractor shall, at its expense, obtain a written agreement with the property owner and obtain approval from the District for the use of such land. A copy of any such agreement shall be submitted to the Engineer prior to implementation.
- C. Nothing in the Contract shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building for any Contract purpose whatsoever, either with or without compensation, in conflict with any agreement between the District and any owner, former owner, or tenant of such land, structure, or building.

3.09 NON-RESPONSIBILITY OF THE DISTRICT

- A. The District shall not be held responsible for the care or protection of any material or parts of the Work prior to the final acceptance, except as expressly provided in these Contract Documents.

****END ARTICLE 3****

ARTICLE 4 - CONTRACTOR

4.01 GENERAL RESPONSIBILITIES

- A. Contractor must supervise and direct the Work, using its best skill and attention.
- B. Contractor is solely responsible for all construction means, methods, techniques, operations, sequences and procedures, and for coordinating all portions of the Work.
- C. Contractor is responsible to District for the acts and omissions of Contractor's employees, Subcontractors, Suppliers, their agents and employees, and all other persons performing any Work pursuant to a contract with Contractor.
- D. Contractor will not be relieved from its obligations to perform the Work in accordance with the requirements of the Contract Documents, either by the activities or duties of District or District's consultants in their administration of the Contract, or by inspections, tests, acceptance, or approvals required or performed by persons other than Contractor.
- E. Contractor shall at all times enforce good order and discipline among its employees and must not employ on the Work anyone not skilled in the task assigned.
- F. Contractor shall at all times employ qualified workers sufficient to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the Contract Time(s). This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- G. Contractor warrants to District that all materials and equipment provided pursuant to the Contract are new unless otherwise specified, and that all Work is of good quality, free from faults and defects and in conformance with the requirements of the Contract Documents. All Work not conforming to these requirements, including substitutions not properly accepted and authorized by District's Representative may be considered defective. Upon request at any time, Contractor must furnish evidence, satisfactory to District, demonstrating the quality of installed materials and equipment.
- H. Unless otherwise provided in the Contract Documents, the Contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The provision of utilities such as gas, electricity and water is governed by Section 01 50 00, Temporary Utilities.
- I. Contractor has charge and care of all Work and all materials to be used therein (including materials for which Contractor has received partial payment or materials which have been furnished by District) until Acceptance of the Work. Contractor bears the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the performance or nonperformance of the Work, except as otherwise expressly provided.
- J. Contractor must rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials by any cause before Completion and Acceptance.
- K. Contractor must Provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. Suspension of the Work from any cause whatever will not relieve Contractor of responsibility for the Work and materials as herein specified.
- L. The Contractor, at its expense, store and maintain all materials and equipment as specified in the Contract Documents or, where not specified, in such a manner as to assure the preservation of their quality and fitness, including warehousing if required by the Engineer, and so as to facilitate job-site safety and convenient inspection by the Engineer. Contractor must properly store materials which have been partially paid for by District or which have been furnished by District. Such storage by Contractor is on behalf of District who shall at all times be entitled to the possession of such materials. Contractor must promptly return such materials to the Project Site when requested. Contractor must not dispose of any of the materials so stored except upon District's written authorization.

4.02 STATUS OF CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

- A. It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. During the term of the Contract, Contractor shall not under any circumstances be considered an employee, agent, or other representative of the District. Contractor is not authorized to bind District to any obligation. Nothing in this Contract creates any relationship of joint venture, partnership or any other association of any nature whatsoever between District and Contractor other than that of owner and independent contractor. District has the right to control Contractor only insofar as provided in this Contract and only insofar as the results of Contractor's work pursuant to the Contract. The District's right of supervision does not reduce or abrogate Contractor's liability for any and all damage or injury to persons, public property or private property that may arise directly or indirectly from Contractor's performance of the Work.
- B. The Contractor shall perform the Work in accordance with its own means, methods, and appliances subject to compliance with the requirements of the Contract.
- C. Subcontractors and Suppliers will not have or be recognized as having a direct relationship with the District. The persons engaged in the work, including employees of Subcontractors and Suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the District, or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or person to perform the specified action.

4.03 CONTRACTOR REPRESENTATIVE

- A. The Contractor shall confirm in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative, or designated alternate, which has the authority to act in matters relating to the Contract, shall be personally present at the Project Site at all times while work is actually in progress on the Contract. During periods when the Work is suspended, arrangements acceptable to the District shall be made for any emergency work that may be required. The Contractor's authorized representative, or designated alternate(s), shall be fluent and proficient in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to all job functions and responsibilities.
- B. When the Contractor consists of two or more persons, firms, partnerships, limited liability companies, or corporations functioning on a joint venture basis, said Contractor shall designate in writing to the Construction Manager, the name of their authorized representative who shall have supreme authority to direct the work and to whom orders will be given by the Construction Manager, to be received and obeyed by the Contractor.
- C. Information shall include the representative's name, street address, town, and office telephone number, cell phone number and email address.
- D. The Contractor's Representative shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully. When the Contractor's Representative or designated alternate is not personally present on the Work, the representative shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall immediately notify the Construction Manager when the Contractor's Representative is absent and also provide the name and position of Contractor's interim representative during the Contractor Representative's absence. The Contractor shall be liable for the faithful observation of any instructions delivered to the Contractor or to the Contractor's Representative.
- E. The District's Representative shall have the right to remove and replace the Contractor's Representative at any time.

4.04 WORKPLACE ENVIRONMENT

- A. The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor's control, on District property is prohibited. The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors or non-prescribed illegal narcotics or drugs upon or about the Work.
- B. The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation.
- C. Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following:
 - 1. Verbal harassment, e.g., epithets, derogatory comments or slurs;
 - 2. Physical harassment, e.g., assault, impeding or blocking movement, gestures, staring, or any physical interference with normal work or movement;
 - 3. Visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings.
- D. Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. For example, requests for sexual favors and verbal or physical conduct of a sexual nature are prohibited.
- E. It is the responsibility of the Contractor to:
 - 1. Inform its employees and Subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited;
 - 2. Create a workplace environment that is free from harassment; and,
 - 3. Take corrective action to stop prohibited behavior/conduct.
- F. None but competent superintendents, forepersons, and workers shall be employed on the Work. The Contractor shall remove from the Work any person who commits trespass, possesses firearms or other weaponry, is under the influence or is in the possession of alcohol or other illegal drugs/controlled substance, or is, in the opinion of the Contractor or Construction Manager, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.
- G. If in the opinion of the District's Representative, any employee of the Contractor or Contractor's Subcontractors violate the prohibitions of this Section 00 72 00-4.04, Workplace Environment, Contractor must immediately remove that person or Subcontractor from the Project upon District's request, and such person or Subcontractor must not be permitted to perform further Work on the Project Site.
- H. Such above discharges and removal from the Project Site shall not be the basis of any claim for compensation or damages against the District, its officers, officials, employees, agents, and volunteers, the Design Engineer, the Construction Manager, and their partners, officers, employees, agents or any of its officers or representatives.
- I. Nothing contained in 4.04, Workplace Environment, shall be used to shift the responsibility for supervision of Contractor's employees or subcontractors from the Contractor to the District's Representative or to require the District's Representative to take any action with regard to any employee of the Contractor or its subcontractors.
- J. The Contractor shall maintain labor relations in such manner and by such methods as will provide for harmony among workers. The Contractor shall assure that its subcontractors of all tiers comply with the provisions set forth in this Section. Failure of the Contractor or any of its subcontractors at any tier to comply with these provisions shall be considered as grounds for termination of the Contract in accordance with Section 00 72 00- 8.10, District's Right to Terminate Contract.

4.05 COMPLIANCE WITH LAWS

A. General:

1. The District is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of these Contract Documents to the same extent as though set forth herein and will be complied with by Contractor.
2. The Contractor, shall at its own cost and expense, observe and keep itself and its Subcontractors fully informed of all existing and future legislated State and Federal Laws and District and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Contract, in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Construction Manager in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect, indemnify, defend and hold harmless the District, the Construction Manager, the Design Engineer, and all of their officers, officials, employees, agents, volunteers, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor itself, its employees, subcontractors, suppliers or others acting on the Contractor's behalf.
3. The following regulations and requirements that are included in the Contract Documents do not relieve the Contractor of the burden of ascertaining legal requirements that must be satisfied in accordance with this Section and applicable law.

B. Eight Hour Day Limitation

1. The Contractor's attention is directed to the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, State of California, and in particular Sections 1810 to 1815 inclusive. In accordance with California Labor Code §1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by Sections 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor and any Subcontractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

C. Prevailing Wage

1. The Work to be performed pursuant to this contract is "public works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Contract. Notwithstanding any other provisions of this Contract, Contractor will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
2. Contractor shall comply with California Labor Code §1775, whereby Contractor shall be assessed a penalty for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any Work done pursuant to the Contract by Contractor or any Subcontractor in violation of the California Labor Code and in particular §1770 through §1780. In addition to said penalty and pursuant to §1775, Contractor shall pay each worker the difference between such

stipulated prevailing wages and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate.

3. Pursuant to the provisions of California Labor Code §1770 and following, the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work, for straight time, overtime, Saturday, Sunday, and Holiday work. The Holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of each craft, classification, or type of workers concerned. Said prevailing wage rates are on file in the District's offices, incorporated herein by reference, and copies of which are available to any interested party on request. The rates are also available on the State of California's Department of Industrial Relations website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.
4. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it, shown in the general determinations in effect when the Bids were received. Pursuant to California Labor Code §1773.2, Contractor shall prominently post a copy of such prevailing wages at each job site.
5. Pursuant to California Public Contract Code §6109, the Contractor shall not perform Work on this public works project with any Subcontractor who is ineligible to perform Work on a public works project pursuant to §1777.1 or §1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing Work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by the Contractor on this Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.
6. Pursuant to California Labor Code §1771.5.b.6, the District will withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment of prevailing wage has occurred.

D. Certified Payrolls:

1. Contractor shall provide certified payroll records electronically to the Division of Labor Standards Enforcement in accordance with California Labor Code §1776. In addition to the California Labor Code requirements related to certified payroll records enumerated herein, the Contractor shall submit weekly certified payrolls and comply with all payroll requirements of this Section. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code §1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this Section. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 the Contractor in connection with the Project. Said payroll 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 an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records enumerated in Section 00 72 00-4.07.D, herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c. A certified copy of all payroll records enumerated in Section 00 72 00-4.07.D, herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph (2) herein, 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 offices of the Contractor.
2. Certified payroll records shall be submitted electronically as required under California Labor Code §1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, §16404. Per §1776 of the Labor Code, the Contractor shall be responsible for the submittal of its own payroll records and the payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the Contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed. All such payroll records and compliance forms required hereunder shall be maintained by Contractor for a period of no less than three (3) years after the completion of the Work.
3. The Contractor is responsible for its and its subcontractors' compliance with the provisions of §1776 of the Labor Code.
4. Each Contractor shall file a certified copy of the records, enumerated in Section 00 72 00-4.07.D with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, 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 performing the Contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Section 00 72 00-4.07.D including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section 00 72 00-4.07.D. In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the State of California or the District, forfeit one hundred dollars (\$100) 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. Responsibility for compliance with Section 00 72 00-4.07.D lies with the Contractor
5. On-Site Worker Interviews. The District or a representative of the District may make periodic Site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. Contractor and each subcontractor shall cooperate and coordinate with the District and provide unaccompanied access to workers on the job Site.
6. Additionally, each contractor and every lower-tier subcontractor and supplier may be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the District. If requested, electronic submittal will be on a web-based system. Each contractor and subcontractor will be given a Log On identification and password to access the District reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. This requirement will be necessary for every lower-tier subcontractor and vendor required to provide labor compliance documentation. Submission of payroll

information electronically shall be inclusive of the project base bid indirect costs and no additional payment shall be made.

7. As required by §1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
8. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification, or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.
9. The Contractor shall comply with the provisions of §1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code §1775, which is incorporated by this reference as though fully set forth herein.
10. In accordance with the provisions of §1727 of the California Labor Code, the District, before making payment to the Contractor of money due under this contract, shall withhold and retain therefrom sufficient funds to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). If the District has not retained sufficient money under the Contract to satisfy a civil wage and penalty assessment based on a Subcontractor's violations, Contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the Subcontractor under the Contract to satisfy the assessment and transfer the money to the District. These amounts shall not be disbursed by the District until receipt of a final order that is no longer subject to judicial review. However, no sum shall be withheld, retained, or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

E. Apprentices:

1. The Contractor's attention is directed to the provisions of Labor Code §1777.5. The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction Site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of §1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code §1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code §1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code §1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and shall be assessed civil penalties.

F. Receipt of Workers' Wages, Fee for Registering or Placing Persons In Public Works

1. Attention is directed to the provisions of §1778 and §1779 of the California Labor Code, which read as follows:

- a. "Section 1778. Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for its own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."
- b. "Section 1779. Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the state, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

G. Labor Discrimination:

1. Contractor shall abide by all federal and state laws preventing discrimination in the employment of persons upon public works and shall ensure by appropriate contract provisions that all subcontractors are similarly obligated to comply with all such laws. These laws include, but are not limited to the following. California Labor Code §1735 which provides that "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter." Likewise, Contractor and all of its subcontractors shall abide by the provisions of California Labor Code §1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code §3073.6, which declares unlawful the discrimination in any recruitment or apprenticeship program on stated grounds. District shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with §1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

H. Workers' Compensation Insurance:

1. Attention is directed to the provisions found in Section 00 72 00- Article 13, Insurance and Indemnification, for requirements of Workers' Compensation Insurance and California Labor Code §3700.

I. Certified Electricians:

1. It is the sole responsibility of the Contractor to ensure compliance with California Labor Code §108- 108.5- Electrician Certification. The Contractor shall use, and/or cause its electrical subcontractor to use, properly certified electricians to perform electrical work and specifically all work covered under the Contract Documents.
2. Information on the electrician certification program may be obtained at the Division of Apprenticeship Standards (DAS) at: <https://www.dir.ca.gov/dlse/ecu/electricaltrade.html>
3. The Division of Apprenticeship Standards also requires that all electricians in the State of California possess adequate training to perform their job. As such, all electricians must fall into one of the following categories:
 - a. Journeyman- Certified
 - b. Journeyman- Trainee
 - c. Apprentice
4. Prior to commencement of electrical work, submit current and complete documentation of electrician certification or enrollment in a California state or Federal approved

apprenticeship program for all electrical workers, or any relevant exception on which you intend to rely for satisfying the certification requirements.

J. Lateral and Subjacent Supports:

1. Attention is directed to §832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the Contractor shall comply with this law. As provided in California Labor Code §6707, a separate bid item is provided for costs of shoring and bracing of excavations five (5) feet or more in depth.

K. Safety Standards:

1. The Contractor shall comply with all applicable provisions of the Safety and Health Regulations of Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.) as set forth in Title 29, C.F.R., Cal/OSHA, and the regulations issued thereunder. Compliance shall be the Contractor's sole responsibility, and neither the District, the Construction Manager nor the Design Engineer shall have any liability for non-compliance. See Section 00 72 00- Article 12, Protection of Persons and Property, for additional safety requirements.

L. Asbestos Related Work:

1. All work involving asbestos containing material must be performed in accordance with California Labor Code, Sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.

M. Public Records Act:

1. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of District's business, including information submitted by the Contractor ("Records"), shall become the exclusive property of District and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by the Contractor to District.
2. Contractor, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action brought or instituted by Contractor opposing disclosure of Records and shall indemnify and hold District harmless from all costs and expenses including attorney's fees and costs of litigation in connection with any such action.

- N. District will have no liability to Contractor or Contractor's privity concerning disclosure of records in accordance with the California Public Records Act or other applicable law or in accordance with the direction of any competent authority, and Contractor, on behalf of itself, and its privities waives, releases and fully discharges such liability.

4.06 COMPLIANCE WITH ENVIRONMENTAL LAWS

- A. During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction Site erosion control regulations, and if applicable, shoreline construction requirements.
- B. Contractor and all subcontractors must comply with the regulations imposed by the California Air Resources Board ("CARB") including, without limitation, Title 13, California Code of Regulations Division 3, Chapter 9, and all pending amendments ("Regulation". Contractor shall make available documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records,

maintenance records, emissions records, and any other information Contractor is required to produce, keep, or maintain pursuant to the Regulation.

- C. Contractor is solely liable for all costs associated with compliance with the Regulation, as well as for all penalties, fines, damages, or costs associated with violations or failures to comply with the Regulation. Contractor shall defend, indemnify, and hold harmless the District, its officials, officers, employees, agents, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties, or interest arising out of failure to comply with the Regulation.

4.07 AUDITS AND ACCESS TO RECORDS

- A. The Contractor must maintain all books, records, documents, electronic media, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's Bid estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. District and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractors books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to District, provide proper facilities for such access, inspection and copying purposes.
- B. Contractor agrees to include and make the requirements of Section 00 72 00-4.07, Audits and Access to Records, applicable to all Subcontracts and Sub-subcontracts or purchase orders in excess of \$10,000, at any tier.
- C. Audits conducted pursuant to Section 00 72 00-4.07, Audits and Access to Records, will be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- D. The Contractor agrees to provide all information and reports resulting from access to records to District and other affected parties.
- E. Records must be maintained and made available during the performance of the Work and for five (5) years after Final Payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until Final Payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.
- F. The right of access provisions of Section 00 72 00-4.07, Audits and Access to Records, applies to all financial records pertaining to this Contract:
 - 1. to the extent the records pertain directly to Contract performance;
 - 2. to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Contract including Change Orders;
 - 3. to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;
 - 4. if the Contract is terminated for default or convenience.
- G. Access to records is not limited to the required retention periods. District's Representative or designee will have access to records at any reasonable time for as long as the records are maintained.
- H. Pursuant to California Government Code §8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Contract.

4.08 USE AND PROTECTION OF DISTRICT'S SITE AND ADJACENT PROPERTY

- A. With the approval of the District and where applicable, the Contractor may use portions of the District's Site for storage of construction equipment, materials, and field offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be included in the Contract Price. The District will not accept any responsibility for damage to or loss of the Contractor's equipment or materials stored on any Project related Site caused by vandalism, theft, nature, or otherwise, suffered by the Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional work space is desired by the Contractor or where the District cannot provide the space to the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such a space for its use.
- B. All workers or representatives of the Contractor, subcontractors, or suppliers are admitted to the Site only for the proper execution of the Work in accordance with the Contract Documents. Furthermore, no persons may occupy property owned by the District outside the limit of the Work, as indicated on the drawings, without the express written permission of the District.
- C. The Contractor shall enforce any instructions from the District or Construction Manager regarding combustible materials, placement of signs, danger signals, barricades, radios, noise, dust, use of District's restrooms and shower facilities, and smoking. Upon completion of the Work, the Contractor shall remove all temporary barricades, signs, and related materials. No advertising signs shall be erected at the Site(s) of the Work.
- D. The Contractor shall determine safe loading capacities and shall not overload any structure, building, pipe, or other existing facility beyond its safe capacity during construction. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin and protect as may be necessary all foundations and other parts of all existing structures, facilities and improvements on the Site or adjacent to the Site which are in any way affected by the Contractor's excavations or other operations connected with the Work. Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Construction Manager to discuss responsibilities for properly notifying the owners/occupants of adjacent land and the protective measures taken by the Contractor. Upon request of the Construction Manager, the Contractor shall meet with the recipient of any notice or attend local public meetings as proper public outreach on local impacts caused by completion of the Work.
- E. The Contractor shall take all necessary precautions to protect existing facilities against the effects of all weather and environmental elements and Contractor shall be strictly liable for failure to protect any facility.
- F. All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment, or workers of the Contractor during the entire Contract Time.
- G. The Contractor shall take all steps necessary to protect all structures, buildings, land, and other facilities from fires and sparks originating from the Work. The Contractor shall comply with all laws and regulations regarding fire protection and shall comply with all instructions given by the fire department with jurisdiction.
- H. Any damage to existing conditions, or to any other improvement or property above or below the ground surface, whether public or private, arising from the Contractor's operations or performance of the Work shall be repaired within forty-eight (48) hours by the Contractor without expense to the District, unless disruption of the District's operations or creation of a safety hazard has occurred, in which case damage will be repaired immediately. The forty eight (48) hour non-emergency repair response time may be extended only if agreed to in writing by the District and/or private property owner. Any delays to the project completion times caused by such repairs shall be considered non-compensable and no further extension of the Contract Time will be granted therefor. Should the Contractor fail to timely repair damage caused by its operations or performance in accordance with this Section, the District may take steps to protect property and life, in its sole discretion, and deduct entire cost of such work from amounts due or that may become due the Contractor. No prior notice to the Contractor shall be necessary for the District to take such action.

- I. The Contractor shall give at least 72 hours advance notice to the District before commencing any street work (such as pavement grinding or trenching) that may potentially damage any traffic signal detection loop wires or any other signal facility. This requirement is in addition to any Underground Services Alert notification action by the Contractor. The District will mark underground traffic signal facilities. The Contractor shall not proceed with any grinding, trenching, or other underground work until it has been verified with the Inspector that signal facilities have been marked. The Contractor shall be responsible for all damage to traffic signal facilities arising from failure to properly comply with these provisions.
- J. In the event that the Contractor's construction activities cause any failure of a traffic facility, it shall be repaired and be made fully operable within 24 hours of the damage occurring. In the event that such repair is not undertaken within this time limit, the District will repair the facility and deduct the cost from monies due to the Contractor. The amount deducted will consist of the repair cost and a 25% markup for administrative costs.

4.09 FEES AND PERMITS

- A. The California Environmental Quality Act (CEQA) (Public Resources Code, §21000 and following), may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provision of those statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays in the Work. In the event that the District has obtained permits, licenses, or other authorization applicable to the work in conformance with the requirements of CEQA, the Contractor shall comply with the provisions of these permits, licenses, and other authorizations.

4.10 PROVISIONS FOR HANDLING EMERGENCIES

- A. It is possible that emergencies may arise during the progress of the Work, which may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required by the Construction Manager. The determinations made by the Construction Manager for handling emergencies shall be final and conclusive upon the parties. Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

4.11 PROJECT CPM CONSTRUCTION SCHEDULE

- A. Within seven (7) calendar days of the Notice to Proceed, the Contractor shall submit a schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.
- B. District Review of Schedule. The District may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the District within five (5) working days of being notified of the exceptions
- C. Update of Schedule. After submission of a schedule to which the District has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule.
- D. Float. The schedule shall show early and late completion dates for each task. The number of working days between these dates shall be designated as "float". The Float shall be designated to the Project and shall be available to both the District and the Contractor as needed.
- E. Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in Section 4.1, or the updated schedule as specified in Section 4.11.C, or submit a schedule to which the District has taken uncorrected exceptions, the District shall be entitled to

withhold payment for the next application for payment submitted after the schedule or updated schedule becomes late.

- F. Responsibility for Schedule. The Contractor shall have sole and exclusive responsibility for creating the schedule and properly updating it. The District has no authority to approve the schedule. The District may note exceptions to any schedule submitted by the Contractor. However, it shall be the Contractor's sole responsibility to determine the proper method to address exceptions and the District's review of the schedule shall not serve to place any such obligation on the District.

4.12 STANDARD AND NONSTANDARD WORKING HOURS

- A. Work hours shall conform to all applicable Federal, State, County, and local laws, ordinances, and codes applicable to the Work. Where any of these laws are in conflict, the more stringent requirements shall be followed.
- B. All work shall be performed during the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. This restriction includes deliveries of materials and equipment and servicing of construction equipment on the Project Site. Any work outside this time frame shall be allowed only with prior written permission from the District's Representative. The actual time the District's personnel, Construction Manager or Engineer spend working outside this time frame shall be billed to the Contractor at the personnel's standard charge out rate. Any work designated to have a special time frame shall be so noted on the Plans and/or elsewhere in these Specifications and shall be excluded from this reimbursement.
- C. The Contractor may be required to prosecute the Work at night or outside of the standard working hours defined in 4.11.B above. Such work may be required due to project and/or operational constraints as defined in the Contract Documents, or if emergencies arise as provided for in Section 00 72 00-4.10, Provisions for Handling Emergencies. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. Subject to applicable law, for work outside of the normal working hours, the Contractor shall receive no extra payment, but compensation shall be considered as having been included in the price stipulated for the Work, except for authorized work performed outside of the Contract requirements.
- D. Should the Contractor perform work outside of the standard hours of 7:00 a.m. and 6:00 p.m., Monday through Friday without the District's written permission, the District will charge the Contractor, as a penalty, five hundred dollars (\$500.00) for each infraction. This charge will be deducted from the next progress payment due Contractor.
- E. If by 9:00 a.m. each and every work day the Contractor is not going to perform any work, the Contractor is to review the entire Site, considering all situations, and notify the Construction Manager that the Site has been reviewed and the Site is secure. Should any mitigation be necessary, the Contractor should also advise the Construction Manager.

****END ARTICLE 4****

ARTICLE 5 - SUBCONTRACTORS

5.01 SUBLETTING AND SUBCONTRACTING

- A. The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code §4100. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action pursuant to the Subletting and Subcontracting Fair Practices Act.
- B. The Contractor is responsible for all Work performed pursuant to the requirements of the Contract Documents, including Work Subcontracted to others. All persons engaged in the Work of the Project are the responsibility of and subject to the control of the Contractor.
- C. No Subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of Contractor who is responsible for their work, which is subject to all the provisions of the Contract Documents.
- D. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to District, the Contractor must remove such Subcontractor immediately upon written notice from District, and the Subcontractor must not again be employed on the Project.
- E. Although the Contract Documents are divided into Sections, Articles, Parts, Sub-Parts and Divisions, Sections, and Paragraphs, it is not intended to provide a basis for the Bidding, assignment, or performance of the Work. Contractor is fully responsible for assigning the Work to the various Subcontractors, Suppliers and vendors that will be bidding or performing the Work. The District will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

5.02 SUBCONTRACTOR'S CONTRACTUAL OBLIGATIONS

- A. By an appropriate agreement, Contractor shall require each Subcontractor, to the extent of that Subcontractor's work, to be bound to Contractor by the terms of the Contract, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward District.
- B. Said subcontracts and agreements must preserve and protect District's rights pursuant to the Contract with respect to the Subcontractor's or Suppliers Work so the subcontracting thereof will not prejudice such rights. Contractor must require each Subcontractor to enter into similar agreements with its Sub subcontractors.
- C. Contractor must make available to each proposed Subcontractor and Supplier, prior to execution of the subcontract or agreement, copies of the Contract Documents to which the Subcontractor or Supplier will be bound and, upon written request of the Subcontractor or Supplier, identify to the Subcontractor or Supplier any terms and conditions of the proposed subcontract or agreement that may be at variance with the Contract. Each Subcontractor must similarly make copies of all such Documents available to its proposed Sub subcontractors.
- D. The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed for the work it will perform.
- E. Each subcontract agreement shall expressly incorporate by reference the Contract Documents, including the following provisions:
 - 1. Each subcontractor shall carry insurance as required by the Contract Documents, and provide evidence of such insurance, as provided in Section 00 72 00- Article 13, Insurance and Indemnification.
 - 2. Each subcontractor shall be obligated to defend, indemnify, and hold harmless the District and additional insureds listed in Section 00 72 00- Article 13, Insurance and

Indemnification, from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.

3. Each subcontract shall include language assigning the subcontract to the District in the event District terminates Contractor. The assignment shall be effective at District's discretion. The Contractor hereby assigns to the District each Subcontract entered into by Contractor for performance of any part of the Work provided that:
 - a. The assignment is effective only after the District's termination of the Contractor's right to proceed under the Contract Documents, (or portion thereof relating to that Subcontract), see Article 8.10, District's Right to Terminate Contract;
 - b. The assignment is effective only for the Subcontracts which the District expressly accepts by notifying the Subcontractor in writing;
 - c. The assignment is subject to the prior rights, if any, of the Surety, where the Surety exercises its rights to complete the Contract;
 - d. After the effectiveness of an assignment, the Contractor shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by the District to evidence and confirm the effectiveness of the assignment to the District;
 - e. Nothing in this Paragraph shall modify or limit any of the Contractor's obligations to the District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract; and
 - f. The District may accept the assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to the District for entering into the Contract with the Contractor and may not be withdrawn.

5.03 CONTROL OF SUBCONTRACTORS

- A. Subcontractors will not be recognized as having a direct relationship with the District. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the District or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.
- B. Contractor must:
 1. Schedule and coordinate the Work of all Subcontractors;
 2. Instruct all Subcontractors to consult with other Subcontractors to ascertain the locations of their various materials including stored materials and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;
 3. Instruct all Subcontractors to schedule their Work and cooperate with the other Subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the Official Progress Schedule, and make Installations when and where directed.
 4. Make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other Subcontractors, and their Installed Work is later found to interfere with Work of other Subcontractors.
 5. Follow up to ensure that all Subcontractors install their Work when and where directed.

****END ARTICLE 5****

ARTICLE 6 - CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.01 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS

- A. District has the right to perform work at any time related to the Project with its own forces and/or to Award separate contracts in connection with other portions of the Project or other work on the Site pursuant to these or similar conditions of this Contract.
- B. When separate contracts are awarded for different portions of the Project or other work on the Site, the term contractor in the Contract Documents in each case means the contractor who executes each separate District/Contractor Agreement.
- C. The District will provide for the coordination of the work of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Section 00 72 00-6.02, Cooperation with District's Forces, and other contractors employed by District.

6.02 COOPERATION WITH DISTRICT'S FORCES AND OTHER CONTRACTORS EMPLOYED BY DISTRICT

- A. Unless otherwise indicated in the Contract Documents, District will provide for the coordination of the work of District's own forces and of each separate contractor with the Work of the Contractor, who must cooperate therewith as provided herein.
- B. When Contractor and one or more other contractors are employed by District on related or adjacent work, Contractor must not cause any unnecessary delay or hindrance to the other contractors.
- C. If the performance of the Work of this Contract is likely to be interfered with by the simultaneous performance of the work of some other separate contract or contracts, the District will decide which contractors or Contractor may proceed.
- D. Contractor must accommodate District move-in activities including installation of Furniture, Fixtures, and Equipment by District or others.

6.03 MUTUAL RESPONSIBILITY

- A. The Contractor must cooperate fully with District and all separate contractors including utility companies with regard to the execution of their Work as follows:
 - 1. The Contractor must cooperate fully with District and all separate contractors with regard to introduction and storage of their materials and equipment.
 - 2. The Contractor must coordinate with District, all separate contractors, and all utility companies with regard to construction scheduling, sequence of operations and Site access, all subject to approval of the District. Contractor must include activities in Contractor's Progress Schedule for all on-site activities performed by utility companies.
 - 3. The Contractor must coordinate and accommodate the concurrent installation of inserts, hangers, blocking, and all other items or embeds to be installed by others within or upon the Contractor's Work. The Contractor must coordinate and schedule the concurrent installation of these items in such a manner to cause no Critical Path delay to its Work or the work of others.
 - 4. The Contractor must properly connect the Work to the work of District or the separate contractors.
 - 5. The Contractor must inspect the work of District or other contractors affecting the Work and promptly report to the District in writing irregularities or defects in the separate work that render it unsuitable for reception or connection of the Work.
 - 6. Failure of the Contractor to inspect and report constitutes acceptance of the other work as fit and proper to receive the Work, except as to defects that may develop in the other work after execution of the Contractor's Work.

6.04 DISTRICT'S RIGHT TO CLEAN UP

- A. If a disagreement or Dispute arises among the Contractor, separate contractors and/or District as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials and rubbish, District may clean up or cause to be cleaned up the waste, materials, and rubbish and allocate the costs among those responsible, and deduct each contractor's share from progress payments due or to become due to each contractor.

****END ARTICLE 6****

ARTICLE 7 - CONTROL OF THE WORK AND MATERIALS

7.01 MEANS, METHODS AND APPLIANCES

- A. The means, methods, and appliances adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The District and Construction Manager shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work. However, if at any time the means, methods and appliances appear inadequate or of inferior quality, the Construction Manager may order the Contractor to improve their character or efficiency, and the Contractor shall conform to such order; failure of the Construction Manager to order such improvement of methods of efficiency will not relieve the Contractor from its obligation to perform satisfactory work and to finish the Work in the time agreed upon.
- B. The approval by the Engineer of any drawing or any method of work proposed by Contractor does not relieve Contractor of responsibility for any errors and is not an assumption of risk or liability by District or any District officer or employee. Contractor has no claim under the Contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval by the Engineer merely means that the Engineer has no objection to Contractor's using, at Contractor's sole responsibility and risk, the plan or method Contractor proposes.
- C. Subject to the Contract Times specified in the Contract Documents, the Contractor is solely responsible for planning and scheduling the means, methods, and appliances to address weather conditions that may occur during the course of the Work. The Contractor is solely responsible for all costs to address such means, methods, and appliances and for the direct and indirect costs resulting from weather conditions

7.02 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. Until the formal acceptance of the work by the District, the Contractor shall have the charge and care and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work.
- B. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense, except such injuries or damages occasioned by the acts of the Federal government or acts of war.
- C. In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the work as previously specified and shall also be responsible for all materials delivered to the work. Where necessary to protect the work from damage, the Contractor shall, at his own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the work from damage during any period of suspension of work.
- D. The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the work specified and shall supply the District with the name and phone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the Contractor fails to provide this service, the District shall perform such emergency service and the cost thereof shall be deducted from the next progress pay estimate due the Contractor.

7.03 SUPPLY OF SUFFICIENT WORKERS

- A. The Contractor shall at all times employ qualified workers sufficient to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the Contract Time(s). This obligation shall remain in full force and effect notwithstanding disputes or claims of any type. At any time during the progress of Work, should Contractor directly or indirectly (through subcontractors), refuse, neglect, or be unable to employ a sufficient number of qualified workers to prosecute the

Work as required, then the District may require the Contractor to accelerate the Work and/or furnish additional qualified workers as District may consider necessary, at no cost to District.

- B. If Contractor does not comply with the notice within five (5) days of date of service thereof. District shall have the right (but not a duty) to provide qualified workers to finish the Work or any affected portion of Work, as District may elect. District may at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons doing Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents, the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.
- C. Exercise by District of the rights conferred upon District in this Section 00 72 00, General Conditions, is entirely discretionary on the part of District. District shall have no duty or obligation to exercise the rights referred to in Section 00 72 00-7.03, Supply of Sufficient Workers, and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of District's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon District under Section 00 72 00-7.03, Supply of Sufficient Workers, are cumulative to District's other rights under any provision of the Contract Documents.

7.04 MATERIALS AND WORKMANSHIP

- A. Unless otherwise indicated in these Specifications, or favorably reviewed by the Design Engineer, materials and equipment for the construction work shall be the best grade in quality of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in the best workmanlike manner. All permanent materials and equipment shall be new unless otherwise specified.
- B. All defective work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the Construction Manager may direct. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the Construction Manager if not in conformance with the Contract Documents. The decision of the Construction Manager is final and conclusive upon the parties.
- C. Unless otherwise stipulated in the Contract Documents, any defective material or workmanship, or any unsatisfactory or imperfect work which may be discovered before the final acceptance of the Work or within one (1) year thereafter, shall be corrected immediately upon the receipt of notice from the Construction Manager, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.
- D. In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee, and other contractual warranty provisions, within ten (10) calendar days' time after the date of written notification of the defect, the District shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and the Contractor shall pay to the District on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the District shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the District on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of the District.

7.05 USE OF MATERIALS FOUND ON THE PROJECT SITE

- A. The District does not warrant the suitability of any native material on the Project Site for use in the Project. The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material as may be found on the Project Site and deemed suitable in the opinion of the Engineer. The Contractor shall replace at his own expense all of that portion of the material so removed and used with other suitable material. No charge for native materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from any roadway location that is not within the excavation, as indicated by the slope and grade lines shown on the Contract Drawings, without written authorization from the Engineer.

7.06 EXISTING UTILITIES

A. General:

1. The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. However, nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project.
2. The District will assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site if such utilities are not identified by the District in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Relocation:

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Section.
2. The locating of utilities shall be in conformance with California Government Code §4216 et seq. except for the District's utilities located on the District's property and not on public right-of-way.
3. A "High Priority Subsurface Installation" is defined in §4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60 psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
4. A "Subsurface Installation" is defined in California Government Code §4216(s) as "any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines."
5. Pursuant to California Government Code §4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than fourteen (14) calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Construction Manager written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.
6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor

shall uncover all piping and conduits, to a point one (1) foot below the pipe when required by the District, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of California Government Code §4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Construction Manager in advance of this meeting.

C. Utility Relocation and Repair:

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager will supply a method for correcting said interferences in accordance with the responsibilities of this Section and California Government Code §4215.
2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.
3. The District will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Section 00 72 00-Article 9, Changes in the Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the District or utility company to provide for removal or relocation of such utility facilities.
4. The public utility, where they are the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the District and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
5. When the Contract Documents indicate that a utility is to be relocated, altered, or constructed by others, the District will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.
6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

7. All Underground Services Alert (USA) markings on concrete or asphaltic pavement or other structures shall be removed when they are no longer required. Acceptable means of removal include sand blasting or high pressure water blasting.

****END ARTICLE 7****

ARTICLE 8 - PROGRESS OF THE WORK AND TIME

8.01 COMMENCEMENT OF THE WORK

- A. Within ten (10) calendar days after receipt of the required bonds and evidences of insurance and the executed Agreement from the Contractor, written Notice to Proceed will be given by the District to Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and the District shall not be obligated to accept or pay for work performed by the Contractor, prior to Notice to Proceed. The Contractor shall provide the required Contract bonds and evidences of insurance prior to Notice to Proceed and commencing work at the Site.
- B. The Contractor shall commence the Work covered by this Contract within ten (10) days after the date established in the Notice to Proceed for the commencement of Contract Time.
- C. The Contractor shall give the Construction Manager written notice not less than two (2) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work which may be caused by its failure to give such notice.

8.02 CONTRACT TIME

- A. Time is of the essence in the performance of this Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Sections 00 52 00, Agreement. It is expressly understood and agreed by and between the Contractor and the District that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the general climatic and economic conditions and other factors prevailing in the locality and the nature of the Work. The Contractor is hereby advised that the Contractor's Bid is to be based on the entire Contract Time and the Contractor shall include its field and home office overhead costs in the Bid for the entire Contract Time.

8.03 DELAYS

- A. Notice of Delays
 - 1. When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence of the delay, and its cause. The Contractor shall provide this notice no later than five (5) calendar days after the occurrence of such delay, including weather delays as specified herein. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which the Construction Manager is not notified of within the time specified herein. Contractor further agrees that Contractor shall not be permitted any additional time for completion of the Work or any additional compensation as a result of delay unless Contractor notifies the Construction Manager of the delay within the time specified herein.
- B. Non-Excusable Delays
 - 1. Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation or time extension for such delay.
- C. Excusable Delays
 - 1. Excusable delays in the prosecution or completion of the Work shall include delays to the Critical Path which result from causes beyond the control of the Contractor and District and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation for such delay.
 - a. Abnormal Delays- Delays caused by a Force Majeure Event shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with

the Work for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

- b. Weather Delays- Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy five (75) percent of the normal labor and equipment force engaged in the current critical activity item(s), (as shown on the latest CPM Progress Schedule accepted by the Construction Manager), for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. An allowance of **ten (10)** working days of weather caused delay have been included in the time allowed for completion. These weather days shall be included in the Contractor's CPM Construction Schedule as specified in Section 00 72 00-4.11, Project CPM Construction Schedule.
- c. Material Critical Supply Shortages- Upon the submission of satisfactory proof to the Construction Manager by the Contractor, Critical Supply Shortage of material may be acceptable as grounds for granting a time extension. See definition of Critical Supply Shortage in Article 1.02, Definitions of Words and Terms. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

D. Compensable Delays

- 1. Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor or its subcontractors and prevent the Contractor from proceeding with the Work for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):
 - a. Delays due solely to the actions and/or inactions of the District.
 - b. Delays due to differing Site conditions as defined in Section 00 72 00-9.02.G, Differing Site Conditions.
 - c. Delays due to other Contractors employed by the District who interfere with the Contractor's prosecution of the Work as defined above.

E. Concurrent Delays

- 1. Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a 00 72 00 of the delays defined in Sections 00 72 00-8.03.B, Non-Excusable Delays, 00 72 00 -8.03.C, Excusable Delays, or 00 72 00 -8.03.D, Compensable Delays. During such concurrent delay periods, time extensions will be granted in accordance with Section 00 72 00 -8.04, Time Extensions; however, the Contractor will be granted a non-compensable time extension, shall not be compensated for its overhead costs as defined in section 00 72 00 -8.05, Indirect Overhead and the District shall not assess its actual costs as defined in Section 00 72 00 -8.04.A, Non-Excusable Delays.

F. Critical Activity

- 1. The definition and application of the term "critical activity" and "critical path" as used in Section 8.03, Delays, and 8.04, Time Extensions, is defined in Article 1 above.

8.04 TIME EXTENSIONS

A. Non-Excusable Delays

- 1. The District, at its sole option, may grant an extension of time for milestone or completion dates for non-excusable delays if the District deems it is in its best interest. If the District grants an extension of time for non-excusable delays, the Contractor agrees to pay the

District's actual costs, arising from the delay, including charges for engineering, inspection, and administration incurred during the extension, as determined by District.

B. Excusable or Compensable Delays

1. If the Contractor is delayed in the performance of its work as defined in Sections 00 72 00 -8.03.C, Excusable Delays, or 00 72 00 -8.03.D, Compensable Delays, then milestone and Contract completion dates may be extended by the District for such time that, in the District's and Construction Manager's determination, the Contractor's completion dates will be delayed, provided that the Contractor strictly fulfills the following:
 - a. The Contractor shall provide notification, in accordance with Section 00 72 00 8.03.A, Notice of Delays, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested.
 - b. If requested by the Construction Manager, the Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the Work.
 - c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Section 00 72 00 -8.03.C.1.b, Weather Delays, over and above an allowance as provided for in Section 00 72 00 -8.03.C.1.b. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance. The provisions of Paragraphs a. and b. above also apply to Weather Delays.
2. Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.
3. During such extension of time, neither extra costs incurred by the District for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and District that time extensions due to excusable or compensable delays will be granted only if such delays involve an impact to the Critical Path that would prevent completion of the whole Work within the specified Contract time.
4. Should the Contractor fail to complete the Work within the time specified in the Contract, as extended in accordance with this Section if applicable, the Contractor shall forfeit and the District may recover liquidated damages in accordance with Section 00 72 00 -8.06, Liquidated Damages.
5. Upon Contractor's submittal of satisfactory proof to Construction Manager of a Force Majeure event causing an unavoidable Controlling Operation delay, the delay shall be considered a non-compensable Excusable Delay. See definition of Force Majeure in 00 72 00, Article 1.02, Definitions of Words and Terms.

8.05 INDIRECT OVERHEAD

- A. The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is delayed as defined in Section 00 72 00 -8.03.D, Compensable Delays, only when such delay involves an impact to the Critical Path that would prevent completion of the whole Work within the specified Contract Time. However, no reimbursement for indirect overhead shall be made for compensable delays which occur during a concurrent delay as defined in Section 00 72 00 -8.03.E, Concurrent Delays. If it is mutually agreed that the allowable markups provided for in Section 00 72 00 -Article 9, Changes in the Work, do not provide equitable compensation for the Contractor's indirect overhead expenses then the adjustments provided for under this Section shall be applied and the change order markups in 00 72 00 -Article 9, Changes in the Work, reduced to reflect the compensation provided by this Section. As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Section 00 72 00 -8.04.B, Excusable or Compensable Delays. No additional markup for overhead or profit shall be provided for such indirect overhead expenses.

- B. Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original Contract period and any time extensions granted other than compensable time extensions.
- C. Indirect Field Overhead
 - 1. For those allowable delay periods as defined in Section 00 72 00 -8.05, Indirect Overhead, the Contractor shall be reimbursed for its indirect field overhead based on:
 - a. Actual invoice costs for on-Site field offices and temporary utilities as described in Section 01 50 00, Temporary Utilities.
 - b. Actual labor costs, as determined consistent with Section 00 72 00 -9.03.A.1, Direct Field Labor for office staff labor.
 - c. Fair rental values acceptable to the Construction Manager as described in Section 00 72 00 -9.03.A.3, Construction Equipment, for construction equipment idled due to the delay.

8.06 LIQUIDATED DAMAGES FOR FAILURE TO MEET COMPLETION DATES

- A. The District and the Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Work is not completed within the time specified in Section 00 52 00, Agreement, and required milestone work in Section 00 52 00, Agreement, herein, plus any extensions thereof allowed in accordance with Section 00 72 00 -8.04, Time Extensions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the District will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Section 00 52 00, Agreement, herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents. It is, therefore, agreed in accordance with California Government Code §53069.85 that the Contractor will forfeit and pay to the District liquidated damages in the amount set forth in Section 00 52 00, Agreement, per day for each and every calendar day that expires after the time for completion specified in Section 00 52 00, Agreement, herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents, except as otherwise provided by extension of time pursuant to Section 00 72 00 -8.04, Time Extensions. It is further understood and agreed in accordance with California Government Code §53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.
- B. Liquidated damages will continue to accrue at the stated rate until Substantial Completion of the Work. Accrued liquidated damages may be deducted by the District from amounts due or that become due to the Contractor for performance of the Work.
- A. The Contractor shall be responsible for the discovery and protection of all existing underground utilities and installations in accordance with the Contract Documents.
- B. If the Engineer determines that damage to an existing utility main is due to the Contractor's noncompliance with the Contract Documents, or inadequate effort in discovering or protecting the utility main lines, ducts, or cables (excluding service lines), the Contractor shall be responsible for the quantifiable District expenses and damages, including without limitation consequential damages, time and resources spent by District staff, management, and consultants in dealing with such utility damage and impacts, and any and all costs related to repairs by the utility, resulting from such damage to the utility.

8.07 ACCELERATION OF WORK

- A. District reserves the right to direct the Contractor to accelerate performance of the Work or any portion of the Work. No action or direction of District other than an express written Order by the District's Representative to accelerate performance of the Work shall be construed by the Contractor to be direction to accelerate the Work.

- B. If the Contractor believes that some action or inaction on the part of District constitutes an acceleration directive, the Contractor must immediately notify the District in writing that the Contractor considers the actions or inaction an acceleration directive. This written notification must detail the circumstances of the acceleration directive. Should the Contractor fail to provide timely

written notice of any such acceleration directive prior to accelerating its performance of the Work, or any portion thereof, the Contractor waives the right to receive additional compensation for any acceleration costs incurred.

- C. Contractor must keep Daily cost and other Project records related to the District's acceleration Directive separate from other Project costs and records, and must submit a written Daily record of acceleration cost to District at the end of each Day.
- D. Allowable labor costs are limited to overtime or shift premium costs. Allowable equipment costs are only the cost of added equipment mobilized to the Site to accomplish the accelerated Work effort.

8.08 SUSPENSION OF WORK

- A. If the Contractor fails to correct defective work as required by Section 00 72 00 -7.03, Supply of Sufficient Workers, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the District, by a written order of the District's representative or signed personally by an agent specifically so empowered by the District, in writing, may order the Contractor to stop the work, in its entirety or any portion thereof. In the event of a suspension of only a portion of the work, the Contractor is obligated to perform the portion of the work not suspended. The Suspension of Work shall remain in effect until the condition or cause for such order has been eliminated. The District's concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the District to stop and suspend the Work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the District.
- B. In the event that a suspension of Work is ordered, as provided in this Paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the District may perform such work and the cost thereof may be deducted from partial payments and/or final payment due the Contractor under the Contract.
- C. The District shall also have authority to suspend the Work wholly or in part, for such period as the District may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the District shall comply with the provisions in Section 00 72 00 -8.09, Suspension of Work, above. Such additional work shall be compensated as provided for in Section 00 72 00 -Article 9, Changes in the Work.

8.10 DISTRICT'S RIGHT TO TERMINATE CONTRACT

- A. Termination for Default
 - 1. If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any authorized extension thereof, or fails to perform the Work in a manner required by the Contract Documents and/or industry standards, or fails to complete such Work within such time as required under the Contract Documents or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by the District based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or should any Subcontractor materially violate any of the provisions of the Contract Documents, or if the Contractor should persistently or repeatedly refuse or fail, except in cases for which an authorized extension of time is provided, to provide the required project management, supervision, quality control, and/or supply enough properly skilled workers or proper

materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to Subcontractors for material or labor, or if the Contractor should persistently disregard laws, or instructions given by District, or if the Contractor otherwise substantially fails to fulfill its obligations under the Contract Documents, the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor and Sureties of the District's intention to terminate the Contractor's performance under the Contract Documents. Said notice shall contain the reasons for such intention to terminate the Contractor's performance under the Contract Documents, and unless, within ten (10) days after the service of such notice, such violations cease and/or satisfactory arrangements for the corrections thereof have been made, the District may terminate Contractor's performance under the Contract Documents and the Contractor shall not be entitled to receive any further payment until the Work is finished. Preliminary notice of any or all of the foregoing may be provided to the Surety by or on behalf of District so as to enable it to investigate the contentions and project status so as to be poised to promptly respond, as required in the performance bond, to a declaration from the District declaring the right of the Contractor to proceed to be terminated due to default. Upon receipt of such notice the Surety on the performance bond shall investigate the contentions raised and keep a record of its investigation in its files for a period of no less than five (5) years following the notice.

2. In the event of any such termination, the District shall serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Work. However, if the Surety, within five (5) days after the service of a notice of termination, does not give the District written notice of its intention to take over and perform the Work, the District shall serve a demand upon Surety that it perform its obligations under the Performance Bond. If within ten (10) calendar days after receipt of such demand Surety fails to take over the Work or otherwise perform under the Performance Bond, or if Surety serves such notice of its intent to take over and perform the Work and does not begin performance thereof within fifteen (15) days from the date of serving said notice, the District may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Sureties and/or Contractor shall be liable to the District for any excess cost or other damage incurred by the District thereby. In such an event, the District may without liability for so doing, take possession of and utilize such materials, tools, equipment, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for subcontractors and/or suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that District elects to complete by furnishing its own employees, materials, tools, and equipment, the District shall be compensated in accordance with the schedule of compensation for force account work as stated in Section 00 72 00 -Article 9, Changes in the Work.
3. If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by District for all Work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract Documents.
4. Contractor hereby consents to assigning to the District and/or District's replacement contractor all subcontracts and other agreements of any and all Subcontractors and/or suppliers that may be on the worksite and/or may be necessary to complete the Work in the event of Termination for Default or Termination for Convenience, as set forth below. Contractor agrees to obtain, by way of a subcontract provision, the consent of each and every Subcontractor and/or supplier for such assignment prior to the commencement of each such Subcontractor's and/or supplier's conduct of the Work.
5. In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums Bid and the quantity of Work completed at the time of termination, less damages caused to the District by acts of the Contractor causing the termination, including but not limited to, all costs to the District arising from professional

services and attorneys' fees and all costs generated to insure or bond the work of substituted Contractors or Subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District promptly upon demand. On failure of the Contractor to pay, the Surety shall pay on demand by District. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law.

6. The Contractor and the District agree that nothing in this Section is intended to create a right of either party to recover attorney fees as prevailing party in any lawsuit on this Contract.
7. The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to District.
8. If it is later determined by the District that the Contractor had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, the District, after setting up a new performance schedule, may allow the Contractor to continue Work, or treat the termination as a termination for convenience, and the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District. If a Termination for Default is later determined to be wrongful, unsubstantiated, or otherwise without just cause, such Termination for Default will be automatically converted to, and treated as, a Termination for Convenience, in accordance with Section 00 72 00 - 8.10.B.

B. Termination for Convenience

1. The District may terminate the Contractor's performance under the Contract, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the District is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the District, or whenever the District is prohibited from completing the Work for any reason. The District shall provide no less than ten (10) days written notice of its intent to terminate the Contract for convenience, and shall endeavor to provide the Contractor with consultation with the District prior to termination.
2. Upon receipt of such written notice of termination, the Contractor shall:
 - a. Stop work as specified in the written notice;
 - b. Terminate all orders and Subcontractors except as necessary to complete any portion of the Work that is not terminated;
 - c. If directed in writing by the District to do so, assign all right, title and interest in subcontracts and materials in progress, in which case the District will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subcontractors, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of the Work;
 - d. Deliver or otherwise make available to the District all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing the Work whether completed or in process;
 - e. Settle outstanding liabilities and claims with the approval of District;
 - f. Complete performance of such part of the Work as has not been terminated; and
 - g. Take such other actions as may be necessary, or as may be directed by the District for the protection and preservation of the Work and/or property related to the Work.
 - 1) Upon receipt of District's written notice of termination for convenience, and within a period of 30 to 60 days, as determined by the District at the time of termination, the Contractor shall submit to the Construction Manager a

Termination Proposal which shall include, but is not limited to, the Contractor's estimated costs to be incurred by the Contractor as a result of the termination for convenience, and as allowed by the Contract Documents, including all documentation to support such costs; the status of the Work at time of termination; the status of termination of the Contractor's subcontractor(s) and supplier(s) agreement(s) including the amount of each such agreement, amount paid under each agreement up to the date of termination, and the amount that currently remains due and owing under each agreement for Work completed as of the date of termination, if any; a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Construction Manager; and any other information and/or documentation as required by District.

- 2) Upon receipt of District's written notice of termination for convenience, the Contractor shall submit to the Construction Manager a request for final payment in accordance with the requirements of the Contract. Such request shall be submitted promptly, but no later than sixty (60) days from the effective date of the termination for convenience.
- 3) The final payment to the Contractor after termination for convenience shall be limited to amounts due and owing under the Contract at time of termination, including the following:
 - a) Any actual costs incurred by the Contractor for restocking charges;
 - b) The agreed upon price of protecting the Work in any manner, if any, as directed by the District;
 - c) The cost of settling and paying claims arising out of the termination of the Work under subcontract agreements or orders with the District's approval, as specified above, exclusive of the amounts paid or payable on account of goods delivered or work furnished by a subcontractor prior to the effective date of the termination; and
 - d) The contract price allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the Contractor.
3. The District shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding Claims for compensation asserted by the District against the Contractor, or by any third party against the District which arises out of the Contractor's work.

8.11 CONTRACTOR'S RIGHT TO TERMINATE

- A. Upon ten (10) days written notice to the District, the Contractor may terminate this Agreement for any of the following reasons:
 1. If the Work has been stopped for a one hundred and eighty (180) consecutive day period due to:
 - a. A court order or order of other governmental authorities having jurisdiction; or
 - b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available; or
 - c. The District's failure to pay the Contractor in accordance with the Contract Documents; or

2. If the Work is suspended by the District, without cause attributable to the wrongful acts of Contractor, for one hundred and eighty (180) consecutive days.
- B. The Contractor's exclusive remedy in the event of termination under Article 8.10, Contractor's Right to Terminate, shall be to recover from District payment on the same terms as provided in Article 8.09.B, Termination for Convenience, resulting from a properly noticed termination for the specific reasons allowed for in this Article 8.10, Contractor's Right to Stop Work or Terminate.
 - C. The provisions of this Article 8.10, Contractor's Right to Stop Work or Terminate, are not intended to preclude Contractor from making a Claim as provided for in the Contract Documents for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Article 8.10, Contractor's Right to Stop Work or Terminate.

****END ARTICLE 8****

ARTICLE 9 - CHANGES IN THE WORK

9.01 GENERAL

- A. District may at any time, without notice to the Sureties, by written Order, make changes in the Work within the general scope of the Contract, including but not limited to additions, deletions or other revisions, changes in the Contract Documents and in the method and manner of performing the Work. Such changes will be ordered through a Field Directive, Field Order or Change Order. A Change Order may be bi-lateral, signed by both the District and Contractor or unilateral signed only by the District.
- B. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents. The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, as outlined in this Section.
- C. The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.
- D. Only Contractor or District may initiate changes in scope of Work or deviation from Contract Documents.
- E. Timeline: Within fifteen (15) Days of receipt of a Request for Proposal (RFP) for a Potential Change Order (PCO) from the District, Contractor must submit in a format acceptable to the District, four (4) copies of Contractor's proposed cost and time estimates detailing the amount to be added to or deducted from the Contract Sum and Contract Time due to the proposed change. The Contractor's proposal must include:
 - 1. Detailed estimates and other documentation supporting the proposed cost; and
 - 2. Proposed adjustments of the Contract Time that is known by the Contractor to be directly or indirectly attributable to the proposed Change Order. All requests for adjustment to the Contract Time must be supported by a detailed CPM Construction Schedule analysis.
- F. Failure to submit cost and time estimate: If Contractor fails to submit the required information and documentation within the 15-Day time limit, District has the right to issue a Unilateral Change Order. The Contract Sum and Contract Time will be changed in accordance with the District's estimate of cost and time, unless, within fifteen (15) Days following completion of the added Work or with written notice to delete portions of the Work, the Contractor submits to the District written proof that the District's estimate is in error.
- G. If, after the Contractor has submitted their cost and time proposal, the District and the Contractor fail to successfully negotiate and agree on a time and/or cost for the proposed Change Order, the District may issue a Unilateral Change Order to the Contractor and the Contractor must proceed with the changed Work. If the Contractor disputes any portion of the unilateral Change Order, the Contractor must maintain time and materials records as specified in Section 00 72 00 -9.02.D, Field Order- Force Account Work. If the Contractor fails to maintain such records or fails to submit such records within fifteen (15) Days following completion of the added Work, District's estimate will be used for the purpose of final adjustment in Contract Time and Contract Sum.
- H. Adjustment of the Contract Sum and/or Contract Time will be determined in accordance with Section 00 72 00 - Article 9, Changes in the Work.
- I. Contractor's failure to provide a complete and timely notice of change/delay and/or Change Order request, or to comply with any other requirement of this Article, shall constitute a waiver by

Contractor of the right to a contract adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws.

9.02 CONTRACT MODIFICATION PROCEDURES AND TIMELINES

A. Field Directive:

1. The Contractor may be issued a Field Directive.
2. If Contractor is satisfied with the Field Directive and does not request change in Contract Sum or Contract Time, then the Field Directive shall be executed without a Change Order.
3. If Contractor believes the Field Directive results in a change to Contract Sum or Contract Time, then Contractor must notify the Construction Manager with seven (7) days following receipt of Field Directive. Contractor shall proceed with executing work described in the Field Directive regardless of time or cost impacts, which are to be evaluated subsequent to or concurrently with field directive work. A proposed change order may be issued for the District's consideration for any resulting time or cost impacts which are outside of the project scope of work. The Contractor shall within fifteen (15) days from the date of notification provide detailed justification and analysis as well as complete pricing and schedule CPM fragmentary network to support any request for time extension.
4. Should the Contractor proceed with the work affected before receipt of a response from the Construction Manager, any portion of the work which is not done in accordance with the District's interpretation, clarifications, instructions, or decisions shall be subject to removal or replacement and the Contractor shall be responsible for all losses.
5. If the parties are unable to agree on the Field Directive's impact to the Contract Sum or Contract Time, then Contractor may file a Claim in accordance with Section 00 72 00 - Article 11, Protests, Disputes and Claims.

B. Request for Proposal (RFP) for a Potential Change Order (PCO)

1. A request for a proposed cost made to the Contractor by the District to add, delete or change the Work. RFP's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.
2. Whenever Contractor is required to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to District for consideration. All Cost Proposals must contain a complete breakdown of costs of credits, deducts, and extras; and itemize materials, labor, equipment, special services, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall follow the cost items defined in Cost Determination in this Section. The Contractor shall provide all required information requested in the RFP no later than fourteen (14) days after receiving the RFP.
3. Upon receipt of a Cost Proposal with a detailed breakdown as prescribed herein this Section, the Construction Manager will act promptly thereon. If Construction Manager accepts a Cost Proposal, Construction Manager will prepare a Change Order for District and Contractor signatures. If Cost Proposal is not acceptable to Construction Manager because it does not agree with cost and/or time included in Cost Proposal, Construction Manager will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section, Contractor shall have seven (7) days in which to respond to Construction Manager with a revised Cost Proposal.
4. If the parties do not agree on the price or time for an RFP, District may either issue a Unilateral Change Order pursuant to Section 00 72 00 -9.02.C, Unilateral Change Orders, as defined below. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

5. When necessity to proceed with a change does not allow the Construction Manager sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), Construction Manager may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

C. Unilateral Change Orders:

1. If at any time District believes in good faith that a timely Bilateral Change Order will not be agreed upon using the procedures in this Article, District may issue a Unilateral Change Order with its recommended cost and/or time adjustment. Upon receipt of the Unilateral Change Order, the Contractor shall promptly proceed with the change of Work involved and concurrently respond to District's Unilateral Change Order within ten (10) calendar days.
2. Contractor's response must be any one of following:
 - a. Return Unilateral Change Order signed, thereby accepting District's response, time, and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
 - c. Give notice of intent to submit a Claim as described in Section 00 72 00 -11.03, Notice of Potential Claim.
3. If the Unilateral Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. Cost to be determined in a manner agreed by the District and Contractor.
4. A Unilateral Change Order signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
5. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Section 00 72 00-9.03.B, Mark-Up Allowances. If the parties still do not agree on the price for a Unilateral Change Order, Contractor may file a Claim in accordance with Section 00 72 00 -Article 11, Protests, Disputes and Claims. Contractor shall keep and present, in such form as Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to those provided in Section 00 72 00 -9.03, Cost Determination.
6. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment.

D. Field Order- Force Account Work

1. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the District may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made

for the documented actual cost of the work as described in Section 00 72 00 -9.03, Cost Determination.

2. Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor using a District supplied form or equivalent form approved by the Construction Manager. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The Daily Extra Work Report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Section 00 72 00 - Article 11, Protests, Disputes and Claims.
3. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
4. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired.
5. The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by vendor's invoices acceptable to the Construction Manager.

E. Unit Price Work

1. Contractor must include in each unit price an amount considered by Contractor to be adequate to cover all Contractor's costs plus overhead and profit for each separately identified unit price item.
2. If there is any variance of less than twenty-five percent (25%) between the District's estimated number of units of Work stated on the Section 00 40 00, Bid Form, Bid Schedule and the actual number of units of authorized Work performed, there shall not be an adjustment of unit prices by reason of overruns or underruns; each unit of authorized Work performed will be paid for at the Contract unit price for that item of Work.
3. If the final quantity of any item of authorized Work varies from the District's estimated quantity for that item of Work by twenty-five percent (25%) or more, the unit price for that item of work will be adjusted by Change Order.
4. All changes in Contract Sum and Contract Time due to quantity variations in unit price Work accepted by District's Representative are subject to approval by the District Engineer upon completion of the Contract by approval of a final balancing Change Order.
5. See Section 00 72 00 -9.04, Increased or Decreased Quantities for further Unit Price requirements.

F. Deleted Work

1. When Work is deleted, the District is entitled to a credit for the deleted Work.
2. The adjustment to the Contract Sum for deleted Work will be computed in accordance with Section 000 72 00 0700-9.02, Contract Modification Procedures and Timelines.
3. If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by District, and if orders for such material cannot be canceled, such material will be paid for by District at Contractor's actual cost. In such case, the material paid for will become District's property and District will pay the actual cost of any further handling. If the material is returnable to the vendor and if District so Directs, Contractor must return the material and District will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges. The actual costs or charges to be paid by District to Contractor for deleted materials as provided in this Paragraph will be computed in the same manner as if the Work were to be paid for on a Force Account basis as provided in Section 00 72 00 -9.02.D, Field Order-Force Account Work with a mark-up for deleted work as provided in Section 00 72 00 -9.03.B.4.

G. Differing Site Conditions

1. Contractor must immediately, and in any event no later than twenty-four (24) hours after discovery, and before such conditions are disturbed, notify District in writing of:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law
 - b. Subsurface or latent physical conditions at the Project Site which Contractor asserts differ materially from those indicated in the Contract Documents; or
 - c. Unknown physical conditions at the Project Site, of an unusual nature, which Contractor asserts differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. District will promptly investigate the conditions. If District finds that such conditions do materially differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work pursuant to this Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made in accordance with Section 00 72 00 - Article 9, Changes in the Work.
3. Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to Section 00 72 00 -9.02.G, Differing Site Conditions, which shall govern.
4. Contractor has no right to an adjustment in Contract Sum or Contract Time pursuant to this Section 00 72 00 - 9.02.G, Differing Site Conditions, unless Contractor submitted the notice required in Section 00 72 00 -8.03.A, Notice of Delays, except that District may extend the notification time upon Contractor's written request in order to obtain additional relevant information.
5. In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.
6. Contractor has no right to an adjustment in Contract Time or Contract Sum after accepting Final Payment pursuant to this Contract.

H. Contractor Cost Reduction Proposals: See Section 00 72 00-9.08, Cost Reduction Incentive, below for procedures on Cost Reduction Proposals, also known as Value Engineering Proposals.

I. All Changes

1. Upon request of the Construction Manager, the Contractor shall provide the following information to support the request for change in cost:
 - a. Copy of original quotations, purchase orders or invoices to verify costs included in original bid.
 - b. Copy of all quotations, purchase orders or actual invoices to support new costs submitted.
 - c. Copy of all subcontracts.
 - d. Copy of all employee time records and wage rates paid.
 - e. Copy of all insurance and bond costs resulting from change.
 - f. Copy of all quantity takeoff sheets for materials, labor and equipment.
 - g. Certified payroll records.
 - h. Certified composite wage rate statements including employees' base rate and Contractor's contributions for fringe benefits, subsistence and travel.
 - i. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.
 - j. Invoices for all rental equipment.
 - k. Other information, as required, to document the labor, equipment and materials used.
2. 0700-9.05, Cost Pricing Data and Access to Records, provides expanded Contractor requirements regarding providing access to cost pricing data and related change records.
3. Correlation of Other Items:
 - a. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order, Unilateral Change Order, or Field Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 - b. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects of all authorized Change Order, Unilateral Change Order, or Field Order.
 - c. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

9.03 COST DETERMINATION

A. Direct Cost Categories: The categories described below are defined to be direct costs. No other type of costs will be allowable as a direct cost. Direct costs shall not include any labor costs or indirect costs pertaining to the Contractor's and subcontractor's managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools (as defined in item 3.c below) and supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses. The District reserves the right to furnish such labor, materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such items.

1. Direct Field Labor:

- a. The cost of labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the work by the Contractor will be the sum of the following:

- 1) The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
 - 2) All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.
 - 3) Liability insurance burden applied to Contractor's payroll. Contractor shall provide adequate backup information to Construction Manager to verify this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.
- b. Except as otherwise may be agreed to in writing by the Construction Manager, the actual wages and benefits paid for manual classifications of Contractor's on-site workers will not, in the aggregate, be more than the current applicable wage for each classification as established by the State of California Director of Industrial Relations.
 - c. Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in item 3.c below), bonuses of any kind and safety incentives.
 - d. Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category. Except as otherwise may be agreed to in writing by the Construction Manager, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Director of Industrial Relations.
 - e. Within fifteen (15) days following Notice to Proceed date, the Contractor shall submit to Construction Manager for approval a breakdown of labor costs as allowed herein for each expected craft used in the Work showing straight time and overtime rates. These rates would be good during defined period for each craft until wages are changed by the either Union Master Labor Agreements, if Contractor is signatory, or the Department of Industrial Relations.
 - f. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order, Unilateral Change Order, or Field Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 - g. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects of all authorized Change Order, Unilateral Change Order, or Field Order.
 - h. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.
2. Materials
- a. The cost of all materials, including all factory testing, freight and delivery costs of materials, accepted by the District and used in performing the work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless the District's payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to District on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.
 - b. For materials used in construction of the Project which may have additional uses on other projects for the Contractor's benefit, such as dimensional lumber, beams and plywood to form concrete or temporary diversion pipes, the Contractor shall submit a material unit cost to cover use of these types of materials for the approval

of the District prior to delivery to the Work Site. This unit cost shall take into account the use of such materials on other past and future projects.

3. Construction Equipment

- a. The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.
- b. District-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in Section 00 72 00 -9.03.A.1, Direct Field Labor. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made. Compensation for idle time of equipment through delays caused by the District will be made consistent with Article 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.
- c. Individual items of construction equipment or small tools which have a replacement value of \$500 or less shall not be charged to the Change Order work unless it can be demonstrated that the particular item is needed solely for the completion of the Change Order work.
- d. Within fifteen (15) days following Notice to Proceed date, the Contractor shall submit to Construction Manager for approval a list of hourly rates for equipment owned by the Contractor and expected to be used in the Work.

4. Special Services

- a. When the Construction Manager and the Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of the Contractor or those of any Subcontractors, service or extra Work item may be performed by a specialist. These types of services will be paid based on an agreed upon current market rate.

B. Mark-up Allowances: The Contractor and subcontractors shall be entitled to compensation for indirect field and home office overhead costs, and profit for Change Order work. This compensation shall be in the form of markup percentages applied to the direct cost of the Change Order work, as further described below. The maximum markup which will be allowed for the Contractor's combined overhead and profit will be:

1. For work by its own organization, the Contractor may add up to the following percentages:

Direct Cost Category	All Work except by Force Account	All Force Account Work
Direct Field Labor	25%	20%
Materials	10%	10%
Construction Equipment	15%	15%
Special Services	5%	5%

2. For all such work performed by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in B.1 above to its actual net increase in costs for combined overhead and profit. The Contractor may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

3. For all such work done by subtier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in B.1 above to its actual net increase in costs for combined overhead and profit. The subcontractor may then add up to five percent (5%) of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the subcontractors' and Contractor's administration of the work performed by the subtier-subcontractor. No additional mark-ups will be allowed for further tiered subcontracts.
4. For Deleted Work: When work is deleted, the District is entitled to a credit for the deleted work. The credit must include direct labor, materials, equipment, and special services as defined above plus overhead and profit of the Contractor and Subcontractor, as applicable to deleted Work. Deleted overhead and profit shall be computed as five percent (5%) of the direct labor, materials, equipment, and special services as defined above. For example, if a \$10,000 direct cost item of Work is deleted, the credit to the District would be \$10,500. The Contractor shall not be entitled to nor claim for anticipated profits on work that may be deleted.
5. For combinations of Added and Delete Work: The costs before markups of added and deleted Work must be separately estimated. If the difference between such costs results in an increase, the markups for added Work will be applied to such difference. If the difference in such costs results in a decrease, the markups for deleted Work will be applied to such difference.
6. To the total of the actual costs and fees allowed herein for both Added and Deleted work, not more than two percent (2.0%) shall be added for additional bond premium cost. The compensable percentage for additional bonds and insurance shall be based on the Contractor's actual costs, as substantiated through documentation submitted to the Construction Manager.
7. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include but are not limited to the Contractor's and all subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

9.04 INCREASED OR DECREASED QUANTITIES

A. General:

1. Increases or decreases in the quantity of a Contract unit price bid item of work will be determined by comparing the total pay quantity of such item of work with the Bid Schedule quantity.
2. If the total pay quantity of any item of work required under the Contract varies from the Section 00 40 00, Bid Form, Bid Schedule quantity by twenty-five percent (25%) or less, payment will be made for the quantity of work of said item performed at the Contract unit prices therefor, unless eligible for adjustment pursuant to Article 9.04, Increased or Decreased Quantities.
3. If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by more than twenty-five percent (25%), in the absence of an executed Contract change order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with 9.04.E, Changes in the Character of the Work.

B. Increases of More Than 25 Percent:

1. Should the total pay quantity of any item of work required under the Contract exceed the Bid Schedule quantity by more than twenty-five percent (25%), the work in excess of 125

percent of the Bid Schedule quantity will be paid for by adjusting the Contract unit price, as hereinafter provided. At the option of the Construction Manager, payment for the work involved in such excess will be made on the basis of force account as provided by Section 00 72 00 -9.02.D, Field Order-Force Account Work.

2. Such adjustment of the Contract unit price will be the difference between the Contract unit prices and the actual unit costs, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Bid Schedule quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 00 72 00 -9.02.D, Field Order-Force Account Work, or such adjustment will be as agreed to by the Contractor and the Construction Manager.
3. When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Bid Schedule quantity is less than \$5,000 at the applicable Contract unit price, the Construction Manager reserves the right to make no adjustment in said price if it so elects, except that an adjustment will be further considered if requested in writing by the Contractor.

C. Decreases of More Than 25 Percent:

1. Should the total pay quantity of any item of work required under the Contract be less than seventy-five percent (75%) of the Bid Schedule quantity, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the revised quantity will be paid for by adjusting the Contract unit price as hereinafter provided. At the option of the Construction Manager, payment for the quantity of the work of such item performed will be made on the basis of force account as provided in Section 00 72 00 -9.02.D, Field Order-Force Account Work. However, in no case shall the payment for such work be less than that which would be made at the Contract unit price.
2. Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 00 72 00 -9.02.D, Field Order-Force Account Work; or such adjustment will be as agreed to by the Contractor and the Construction Manager.
3. The payment for the total pay quantity of such item of work will in no case exceed the payment which would have been made for the performance of seventy-five percent (75%) of the Bid Schedule of the quantity for such item at the original Contract unit price.

D. Eliminated Items Covered by Unit Prices:

1. In the event that a part of the Work is to be eliminated in its entirety and such Work is covered by unit price(s) contained in the Bid and/or Contract Documents, the price of the eliminated Work item shall be based on the applicable unit price(s). The unit price includes compensation for all Contractor's field and home office overhead costs and no further mark-ups will be allowed.
2. Should any Contract item of the Work be eliminated in its entirety, in the absence of an executed Contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the Construction Manager of such elimination.
3. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Construction Manager, and if orders for such material cannot be canceled, it will be paid for at the actual cost. In such case, the material

paid for shall become the property of the District and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Construction Manager so directs, the material shall be returned and the Contractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the District. In addition for payment for actual material and handling charges, the Contractor shall be paid five percent (5%) for the eliminated Work item in consideration of the applicable Contractor's overhead costs.

E. Changes in Character of Work:

1. If an ordered change in the Plans and Specifications materially changes the character of work of a Contract unit price bid item from that on which the Contractor based its Bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the work of said item in accordance with the Plans and Specifications originally applicable thereto, in the absence of an executed Contract change order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following:
2. The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 00 72 00 -9.02.D, Field Order-Force Account Work; or such adjustment will be agreed to by the Contractor and the Construction Manager. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Construction Manager, the work of said item or portion of item which is changed in character will be paid for by force account as provided in Section 00 72 00 -9.02.D, Field Order-Force Account Work.
3. If the compensation for an item of work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in this Article 9.04.B, Increases of More Than 25 Percent, and 9.04.C, Decreases of More Than 25 Percent.

9.05 COST PRICING DATA AND ACCESS TO RECORDS

- A. All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.
- B. The Construction Manager shall have access, upon reasonable notice during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as changes and claimed extra work, and the Contract for the purpose of making audit, examination, excerpts and transcriptions and in order to verify or evaluate any change, prospective or executed, or any claim for which compensation has been requested or notice of potential claim has been tendered.
- C. Such books, documents, and other records mentioned above shall include, but are not limited to all those reasonably necessary to determine the accurate amount of direct and indirect costs, job Site, and delay and impact costs, however characterized, and shall include the original Bid and all documents related to the Bid and its preparation, as well as, the as-planned construction schedule and all related documents.
- D. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the District's cost.

9.06 TIME EXTENSIONS FOR CHANGE ORDERS

- A. If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of this Section 00 72 00.

9.07 CONTRACTOR'S ACCEPTANCE OF CHANGE ORDERS

- A. Contractor's written acceptance of a Change Order constitutes final and binding agreement to the provisions thereof and a waiver of all Claims in connection therewith, whether direct, indirect or consequential. Pursuant to California Public Contract Code §7100, Contractor may specifically exclude individual Change Order items from operation of the Contractor's written acceptance of the Change Order and waiver of all Claims in connection therewith. A general statement that the Contractor reserves their right to Claim additional time and/or money at a future date for all Work associated with the Change Order is not permitted.
- B. If Contractor disagrees with any terms or conditions of a Change Order, Contractor must sign it with the statement "Signed Under Protest" and attach a written statement detailing the basis of the disagreement.
- C. The written statement detailing the basis of the disagreement must specifically identify each item to be excluded from the Contractor's waiver and state why the Contractor is unable to determine the time and/or money due from the District for the items excluded from the Contractor's release.

9.08 CONSTRUCTION COST REDUCTION INCENTIVE (VALUE ENGINEERING PROPOSAL)

A. General

- 1. The cost-reduction incentive program provides a mechanism by which the Contractor can be motivated to use his construction expertise to improve contract performance and thereby create an overall reduction in the total cost of the Contract. The Contractor and its subcontractors may participate in the cost-reduction program; however, participation of the subcontractors shall be through the Contractor. In addition, the sharing arrangement between the Contractor and the subcontractor must be mutually agreed upon by the Contractor and its subcontractor, and written evidence of such agreement will be submitted along with the submittal of the cost-reduction proposal.
- 2. No cost reduction proposals shall be submitted for which the District's share in the participation of the proposals is not greater than \$5,000.
- 3. Cost-reduction proposals shall comply with the following conditions:
 - a. The proposed change shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
 - b. The proposed change will not cause undue interruption of the Contract work, nor shall the proposed change be allowed to extend the Contract completion date of the project unless an extension provides a specific project benefit.
 - c. The proposed change shall be in compliance with all local permits and regulations and code requirements as set forth in the contract documents.
 - d. The proposed change shall not involve payment of royalties by the District to the Contractor.

B. Proposal Submittal:

- 1. The cost-reduction proposal shall generally conform to Section 01 33 00, Submittal Procedures. The cost-reduction proposals shall contain as a minimum the following information:
 - a. Name of individuals associated with the development and preparation of the cost-reduction proposal.

- b. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes. Clear identification of all advantages and disadvantages for each change proposed.
 - c. A summary of estimated costs which shall include but not be limited to the following:
 - 1) Project construction costs before and after the cost-reduction proposal. This shall be a detailed estimate identifying the following items:
 - a) Quantities of material and equipment.
 - b) Unit prices of materials and equipment.
 - c) Labor hours and rates for installation.
 - d) Equipment hours and rates for installation.
 - e) Subcontractors and prime contractor markups.
 - f) Other estimate items necessary to evaluate the proposal.
 - 2) Operation and maintenance costs before and after the cost-reduction proposal.
 - 3) Costs for implementing the cost-reduction proposal not included in item 1 above.
 - 4) Other costs as required to meet all local permits, regulations, and code requirements as set forth in the contract documents.
 - 5) Time required for execution of the proposed change.
 - d. A preliminary schedule indicating the general time impacts for implementing the proposed change. Also indicate the date that the cost-reduction proposal needs to be approved for implementation.
- 2. If the District advises the Contractor that the proposed change will be reviewed for more detailed consideration and approval, a detailed procedure and schedule for implementing the proposed change shall be submitted. This detailed procedure and schedule shall include all necessary Contract amendments. This submittal shall also include a copy of the current Contractor's schedule showing all changes which would occur if the cost-reduction proposal were accepted.
 - 3. The provisions of Section 00 72 00 -9.08, Construction Cost Reduction Incentive, shall not be construed to require the District or Engineer to consider any cost-reduction proposal which may be submitted. The District will not be liable to the Contractor for failure to accept or act upon any cost-reduction proposal submitted pursuant to this Section nor for any delays to the work attributable to any such proposal. The District shall not be responsible or liable for payment of any of the Contractor's costs associated with a non-accepted proposal.
 - 4. If a cost-reduction proposal is similar to a change in the Contract Documents under consideration by the District at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions, or standard plans adopted by the District after the advertisement for the Contract, the District will not accept such proposal, and the District reserves the right to make such changes without cost-reduction compensation to the Contractor under the provisions of this Section.
 - 5. The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order, incorporating the cost-reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost-reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost-reduction proposal shall be deemed rejected.
 - 6. The District shall be the sole judge of the acceptability of the cost-reduction proposal and the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the

contract bid prices if in the judgment of the District, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

7. The District reserves the right, where it deems such action appropriate, to require the Contractor to share in the District's costs of investigating a cost-reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the District to deduct amounts payable to the District from any monies due or may become due to the Contractor under the Contract.

C. Acceptance:

1. If the Contractor's cost-reduction proposal is accepted in whole or in part, such acceptance will be by a Contract change order, which shall specifically state that it is executed pursuant to Section 00 72 00-Article 9, Changes in the Work. Such change order shall incorporate the changes in the Plans and Specifications, which are necessary to be put into effect and shall include any conditions upon which the District's approval thereof is based, if the approval of the District is conditional. The change order shall also set forth estimated net savings in construction costs attributable to the cost-reduction proposal effectuated by the change order and shall further provide that the Contractor be paid fifty percent (50%) of said estimated net savings amount. The Contractor's cost of preparing the cost-reduction proposal and the District's costs of investigating a cost-reduction proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.
2. Acceptance of the cost-reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract, unless specifically provided for in the contract change order authorizing the use of the cost-reduction proposal.
3. The amount specified to be paid to the Contractor in the change order which effectuates a cost-reduction proposal shall constitute full compensation to the Contractor for the cost-reduction proposal and the performance of the work thereof pursuant to the said change order.
4. The District expressly reserves the rights to adopt a cost-reduction proposal for general use on contracts administered by the District when it determines that said proposal is suitable for the application to other contracts. When an accepted cost-reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this Section, and in that case, only as to those contracts awarded to this same Contractor prior to submission of the accepted cost-reduction proposal and as to which such cost-reduction proposal is also submitted and accepted. Cost-reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the District.

****END ARTICLE 9****

ARTICLE 10 - PAYMENTS

10.01 BASIS OF PAYMENT

A. General:

1. The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
2. No compensation will be made in case of loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.
3. Full compensation for conforming to all of the provisions of the Contract Documents shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

B. Payment for Patents and Patent Infringement:

1. All fees or claims for any patented invention, article, or arrangement that may be used upon, or in, any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the work, and the Contractor and its sureties shall defend, protect, and hold the District, its officers, agents, employees, the Construction Manager, and Design Engineers, together with all their officials, officers, volunteers, agents, and employees harmless from and any and all suits and claims including claims for attorney's fees, expert's fees and costs brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the District, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the District regarding patent rights for the Project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the Project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this Project.

C. Payment of Taxes:

1. The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after acceptance of the work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, including any taxes or assessments levied or increased during the performance period of the work. No separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract price.

10.02 PARTIAL PAYMENTS

A. General:

1. In consideration of the faithful performance of the Work prosecuted in accordance with the Contract Documents, the District will pay the Contractor for all such work installed on the basis of unit prices and/or percentage completion of lump sum Bid Items. Amounts earned for lump sum work will be based on accepted Cost Breakdown (See Section 01 20 00, Measurement and Payment).
2. Payments will be made by the District to the Contractor on estimates duly certified and approved by the Construction Manager, based on the Lump Sum or unit price value of

equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the Site by the Contractor and not yet incorporated into the work accompanied by an approved invoice). Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

3. Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by the District and the Contractor.
4. The Contractor shall submit a completed and signed progress payment request form with its estimate of the work completed during the prior month and the work completed to date in a format corresponding to the unit price schedule and accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with Section 00 72 00 -10.03, Partial Payments - Inclusion of Materials on Hand. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order Number.
5. Contractor shall certify each payment request stating that the Contractor has met all requirements of the Contract Documents for all amounts included in the payment request and that all work included in the payment request has been performed in accordance with the Contract Documents.
6. Upon receipt of Contractor's requests for payment, the District shall act in accordance with the following:
 - a. The Construction Manager shall review the submitted estimates, as soon as practicable after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of work done and acceptable materials and equipment on hand.
 - b. Any request for payment 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. A request for payment returned pursuant to this Paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.
 - c. The number of days available to the District to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the District exceeds the seven (7) day return requirement set forth in subdivision (b) above.
- B. If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Construction Manager will adjust or correct the payment request, and will be available to meet and discuss the partial payment request prior to its resubmittal(s). When the Contractor's estimate of amount earned conforms with the Construction Manager's evaluation, the Contractor shall submit to the Construction Manager a properly completed and signed progress payment request. The Construction Manager will submit the recommended progress payment request for the District's approval and processing. Payment will be made by the District to the Contractor in accordance with District's normal accounts payable procedures; the District shall retain amounts in accordance with Section 00 72 00 -10.04, Right to Withhold Amounts.
- C. No such estimate or payment shall be required to be made, when in the judgment of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgment the total value of the Work done since the last estimate amounts to less than One Thousand Dollars (\$1,000).
- D. Subject to the provisions of this Section, the District shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with California Public Contract Code §20104.50, if the District fails to pay an undisputed

request for payment within the allotted thirty (30) days, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the California Code of Civil Procedure.

- E. Each progress payment request and the final payment request shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information completely and accurately provided by the Contractor.

10.03 PARTIAL PAYMENTS- APPROVED SHOP DRAWING SUBMITTALS

- A. The Contractor may submit an invoice for shop drawing submittals specifically designed, engineered and manufactured for this Project provided the invoiced shop drawing submittal meets the following requirements:
 - 1. The shop drawing submittal has been returned to Contractor with "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" pursuant to Section 01 33 00-1.03.A, Submittal Review.
 - 2. The date which the Contractor was authorized to begin incorporating the material and equipment covered by the shop drawing submittal did not delay any project contract milestone completion date as determined by Contractor's latest updated CPM Construction Progress Schedule.
- B. To receive partial payment for approved shop drawings submittals that meet above requirements, the Contractor must submit a fully executed copy of the purchase order agreement of the materials and equipment with vendor that provided the designed and engineered shop drawing submittal and a copy of the vendor's invoice for the approved shop drawing submittal. Unless specifically authorized by the District's Director of Engineering and Technical Services or Chief Engineer, the District will not pay more than five percent (5%) of the total value of the materials and equipment released for manufacturing because of the approved shop drawing submittal. The request for partial payment will be subject to retention as provided elsewhere in the Contract Documents.
- C. The District will not approve partial payment for approved submittals which do not require design, engineering and fabrication specific to this Project.
- D. The District will not approve partial payment for approved product data submittals, accepted work plan submittals, accepted quality assurance submittals, or like required submittals to validate the standard commodity and make/model material and equipment products to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

10.04 PARTIAL PAYMENTS- INCLUSION OF MATERIALS ON HAND

- A. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the District will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials. The request for partial payment will be subject to retention as provided elsewhere in the Contract Documents.
- B. To receive partial payment for materials and equipment not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, it may approve items for which partial payment is to be made subject to the following:
 - 1. Equipment and materials will only be eligible if given conditional or final acceptance by the Design Engineer and are in apparent compliance with favorably reviewed shop drawings.
 - 2. Only equipment or materials which have received favorable review of shop drawings will qualify. The Operation and Maintenance Manuals for equipment must be submitted in prior to payment for stored materials.
 - 3. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager and in

accordance with the accepted Operation and Maintenance Manuals, at the job Site or at a bonded warehouse in the vicinity, a maximum of 30 miles, of the Work. In addition to the requirements noted herein, equipment or materials stored offsite are subject to the following:

- a. Contractor will immediately, permanently, and prominently label all of the materials with the following notice: "THIS MATERIAL IS THE PROPERTY OF THE DISTRICT".
 - b. Contractor will, concurrent with payment, execute and deliver to the District a Bill of Sale.
 - c. Contractor warrants to the District that no third party has a lien against any of the Materials, and that Contractor has full power and authority to convey clear title to the Materials to the District by Bill of Sale. If the District so requests, Contractor will cooperate in the filing of a UCC-1 notification or other documentation placing notice of the District's title in applicable state records.
 - d. Contractor to store all of the Materials in a climate controlled and secured facility protected from adverse weather conditions in accordance with the Operations and Maintenance Manuals. The District has the right to inspect and approve the proposed facility.
 - e. Contractor shall provide access to the facility when requested by the District.
 - f. All warranty periods for the Materials will commence as described in the Contract Documents.
 - g. Risk of loss as to the Material shall remain with the Contractor until Substantial Completion of the Work under the Contract.
 - h. Contractor shall keep the Material fully insured for the benefit to the District, and provide the District with a satisfactory certificate of insurance showing such coverage.
 - i. Any Material warranties under the Contract shall commence only upon Substantial Completion or beneficial occupancy as provided in the Contract.
 - j. The District reserves the right that if the above conditions are not met by the Contractor, the District shall adjust future monthly progress payments to reduce previously-paid materials on hand to zero or an amount the District deems appropriate.
 - k. The Contractor is responsible for the risk of damage, theft, vandalism, or loss.
- C. Effect of Payment: Payment will be made by District based on the Construction Manager's observations at the Site and the data comprising the progress payment request. Payment will not be a representation that the District has:
1. made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
 2. reviewed construction means, methods, techniques, sequences or procedures;
 3. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate Contractor's right to payment;
 4. made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum; or
 5. accepted all or part of the Work.

10.05 RIGHT TO WITHHOLD AMOUNTS

- A. Retention: The District will withhold from each of the partial payments and retain as part security, five percent (5%), of the amount earned until the final payment in accordance with Public Contract Code §7201.

- B. Other Withholds: In addition to the amount which the District may otherwise retain under the Contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:
1. For defective work not remedied.
 2. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 3. Damage to another contractor or third party, or to property.
 4. Failure of the Contractor to maintain Project Record Documents.
 5. Cost of insurance arranged by the District due to cancellation or reduction of the Contractor's insurance.
 6. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for preparing and maintaining a construction schedule as required in Section 00 72 00- 4.11, Project CPM Construction Schedules.
 7. Failure to make proper submissions, as specified herein.
 8. Payments due the District from the Contractor.
 9. Reduction of Contract Amount because of modifications.
 10. The Contractor's neglect or unsatisfactory prosecution of the Work including additional engineering and administrative costs related to construction and/or shop drawing errors and the failure to clean up.
 11. Provisions of law that enable or require the District to withhold such payments in whole or in part.
 12. Stop Payment Notice claims filed by Contractor's subcontractors, of any tier, its material suppliers, or any other person providing work authorized for the Project.
 13. Failure of Contractor to submit Operation and Maintenance Manuals as required.
 14. Failure to comply with environmental or other regulatory requirements.
 15. Liquidated damages.
- C. When the above reasons for withhold amounts are removed, payment will be made to the Contractor for amount withheld because of them.
- D. The District in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, District shall be deemed the agent of Contractor, and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. District will render to Contractor a proper accounting of such funds disbursed in behalf of Contractor.

10.06 STOP PAYMENT NOTICES

- A. District will comply with California Civil Code 9000 et seq. regarding Stop Payment Notices.
- B. All Preliminary and Stop Payment Notices must be sent to the District's Project Representative, named in the Section 00 52 00, Agreement.

10.07 SECURITY SUBSTITUTION FOR RETENTION

- A. Pursuant to Public Contract Code §22300 (the provisions of which are hereby incorporated herein by reference) the Contractor may substitute securities for any moneys withheld by the District as retention under Sections 00 72 00 -10.02, Partial Payments, or Section 00 72 00-10.10, Final Inspection and Payment, to ensure performance under the contract; however, substitution of securities shall not be allowed hereunder if financing for this Contract has been provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where federal

regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

- B. Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the District, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the District to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the District, or in escrow, is equivalent to the amount of money to be withheld by the District under the Contract.
- C. Securities eligible for investment include those listed in §16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit that are secured by securities listed in §16430 of the Government Code or that contain terms and conditions that provide assurances of financial integrity substantially equivalent to that of securities listed in said §16430, or any other security of like financial integrity mutually agreed to by Contractor and District. The District reserves the right to determine the acceptability of eligible securities proposed by Contractor for substitution of moneys withheld as retention. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
- D. If Contractor elects to receive interest on moneys withheld in retention by District, Contractor shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by District, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate 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.
- E. The provisions of the immediately preceding Paragraph shall apply only to those subcontractors performing more than five (5%) percent of Contractor's total bid. Contractor shall not require any subcontractor to waive any provision of this Section pertaining to the rights of subcontractors.
- F. The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form included in Public Contract Code §22300.
- G. Specific securities proposed for investment shall be submitted to the District for determination of acceptability. Standby letters of credit are not eligible for investment.

10.08 WARRANTY OF TITLE

- A. No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the District free from any claims, liens, security interests, or charges. The Contractor further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, the Contractor shall advise the District as to the legal District thereof.

- B. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the District. The provisions of this Paragraph shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

10.09 SUBSTANTIAL COMPLETION

- A. When the Contractor considers that the Work or portion of the Work as defined in Section 01 11 00, Summary of Work, is substantially complete, the Contractor shall notify the Construction Manager accompanied with the Contractor's Certification of Completion letter. Upon receipt of the notification, the Construction Manager, the District, the Design Engineer, and/or their authorized representatives will make inspection, to determine if the Work and administrative requirements are sufficiently complete in accordance with the Contract Documents so the District can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor in writing of such items by issuing a Corrective Work Item List.
- B. Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Construction Manager, the District, and/or the Design Engineer shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the Work is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion and the Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed 60 days, within which the Contractor shall finish all items on the Punch List or remaining work or administrative requirements accompanying the Certificate. When the preceding provisions have been approved by both the District and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the District has the right to retain, in accordance with applicable law, withheld monies due the Contractor to pay the District's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the Punch List within the time period provided in the Certificate of Substantial Completion, which costs the District may deduct from amounts due or that may become due the Contractor under the Contract.

10.10 FINAL INSPECTION AND PAYMENT

- A. After receipt of the last partial payment, but prior to acceptance of the Work by the District, the Contractor shall send a letter to the Construction Manager. The letter, pursuant to California Public Contract Code §7100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the District, its officers, employees, the Construction Manager, the Design Engineer, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the Contract related to undisputed contract amounts. Disputed Contract claims in stated amounts previously filed as provided in Section 00 72 00 -Article 11, Protests, Disputes and Claims, may be specifically excluded by the Contractor from the operation of the release.
- B. Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the District accept the project, the District will take formal action on acceptance.
- C. Within ten (10) days of the acceptance by the District of the completed work embraced in the Contract, the District will cause to be recorded in the office of the County Recorder a Notice of Completion.
- D. Within sixty (60) days after the date of the completion of the Project pursuant to Public Contract Code section 7107, the District will pay the Contractor in lawful money such sums of money as may

be due the Contractor and are undisputed including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract. Prior to receipt of such payment, the Contractor shall send District a "conditional waiver and release upon final payment" properly executed in accordance with California Civil Code §8132.

- E. The District will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor and as may be needed to cover outstanding stop payment notices. This payment will constitute the final payment to the Contractor under this Contract.
- F. In the event of a dispute between the District and the Contractor, the District may in accordance with California Public Contract Code §7107 withhold from the final payment an amount of 150 percent of the disputed amount.

****END ARTICLE 10****

ARTICLE 11 - PROTESTS, DISPUTES AND CLAIMS

11.01 PROTESTS

- A. If Contractor contends that it was directed by the Construction Manager to perform Work outside the requirements of the Contract Documents, or if Contractor considers any direction, instruction or decision of Construction Manager to be incorrect or improper, Contractor must immediately notify District's Representative in writing within five (5) days of such directive, instruction, or decision before proceeding with such Work.
- B. If Contractor proceeds with such Work without complying with the requirements of Section 00 72 00 - 11.01.A above, providing advance written notification, Contractor will be deemed to have assented that the Work is within the Contract's requirements, and Contractor will have forfeited any right to a protest or Claim.

11.02 DISPUTES

- A. A Dispute is a written disagreement submitted by the Contractor seeking adjustment of Contract terms, payment of money, extension of Contract Time or other relief with respect to the terms of the Contract.
- B. A Dispute is not a Claim.
- C. Each Dispute must involve only one issue to be decided by the District.
- D. Dispute documentation must be complete when submitted.
- E. The evaluation of the Contractor's position will be based on District's records and the Dispute documentation submitted by Contractor.
- F. Contractor must furnish Dispute documentation in the following format:
 - 1. Introduction and Issue Identification.
 - 2. Background.
 - 3. Chronology.
 - 4. Contractor's Position (Reason for District's potential liability).
 - 5. Supporting documentation of merit.
 - 6. Supporting documentation of damages.
 - 7. Schedules (if appropriate).
 - 8. Productivity exhibits (if appropriate).
- G. Supporting documentation of merit must be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to General Conditions, General Requirements, Technical Specifications, Drawings, correspondence, conference notes, Shop Drawings and other Submittals, Submittal logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary Critical Path method schedules, photographs, technical reports, Requests for Information, field instructions, and other related records necessary to support the merit of Contractor's position.
- H. Supporting documentation of damages must be cited, photocopied, or explained. Supporting documentation may include but not be limited to any or all documents related to the preparation and submission of the Bid; Subcontractor, Supplier or vendor files and cost records; certified payroll reports, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor and Supplier payment documentation; quantity reports; other related records; general ledger and any other accounting materials necessary to support the Contractor's position.

- I. The District may elect to enter into discussions and/or negotiations with the Contractor for the purpose of resolving the Dispute. Negotiations on Disputed Work are for settlement purposes only and are not binding.
- J. District's Representative will decide Disputes and Claims. The Contractor will be furnished with a written copy of the District's decision.

11.03 NOTICE OF POTENTIAL CLAIM

- A. Contractor is not entitled to additional compensation for any cause unless Contractor submits to the Construction Manager a written notice of the potential Claim as hereinafter specified.
- B. The written notice of potential Claim must set forth the reasons for which Contractor believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential Claim. The said notice as above required must have been submitted to Construction Manager before Contractor performs the Work giving rise to the potential Claim for additional compensation and/or time, if based on an act or failure to act by District, or in all other cases within fourteen (14) Days after the happening of the event, thing or occurrence giving rise to the potential Claim.
- C. Compliance with the foregoing shall not be a prerequisite to any Claim that is based on differences in measurement or errors of computations as to Contract quantities.

11.04 CONTEMPORANEOUS DOCUMENTATION

- A. Contractor must contemporaneously generate full and complete records of the cost and time incurred to perform Disputed Work.
- B. Beginning with the first day on which any Disputed Work is performed, and each following Day, Contractor must maintain detailed hourly records of labor, construction equipment, and services, and itemized records of materials and equipment used each Day in the performance of the Disputed Work. Such records must be of a form acceptable to Construction Manager, must be signed by Contractor, and are subject to verification by Construction Manager.

11.05 CLAIMS

- A. A Claim is a separate unresolved Dispute by the Contractor for:
 - 1. a Contract Time extension;
 - 2. payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or
 - 3. an amount the payment of which is disputed by the District.
- B. If a Dispute or Disputes have not been resolved to the satisfaction of the Contractor, the Contractor may submit a Claim along with detailed documentation supporting the Claim.
- C. A single Claim may include multiple issues. However, each issue in a Claim must be separately identified and supported.
- D. Contractor must submit certified copies of the Claim documentation. Certification must be provided in accordance with Section 00 72 00 -11.05.J below.
- E. All Claim documentation must be complete when submitted.
- F. Each issue to be decided by the District must be clearly identified in the Claim. Issues not clearly identified and included in the certified Claim will not be considered.
- G. The evaluation of the Contractor's Claim will be based on District's records and the certified Claim documentation submitted by Contractor.

- H. Claim Documentation: Claim documentation must conform to generally accepted auditing standards and must be in the following format:
1. Introduction.
 2. General Background Discussion.
 3. Summary of Issues and Damages.
 4. Issues:
 - a. Index of Issues.
 - b. For Each Issue (Begin each issue on a new page).
 - 1) Background.
 - 2) Chronology.
 - 3) Contractor's Position (Reason for District's potential liability).
 - 4) Supporting Documentation of Merit.
 - 5) Supporting Documentation of Damages.
 - 6) Schedules (if appropriate).
 - 7) Productivity exhibits (if appropriate).
 5. Supporting documentation of merit must be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to General Conditions, General Requirements, Technical Specifications, Drawings, correspondence, conference notes, Shop Drawings and other Submittals, Submittal Logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary Critical Path method schedules, photographs, technical reports, Requests for Information, field instructions, and other related records necessary to support the merit of Contractor's position.
 6. Supporting documentation of damages must be cited, photocopied, or explained. Supporting documentation may include but not be limited to any or all documents related to the preparation and submission of the Bid; Subcontractor, Supplier or vendor files and cost records; certified payroll reports, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor and Supplier payment documentation; quantity reports; other related records; general ledger and any other accounting materials necessary to support the Contractor's position.
- I. Submission of Claim Costs: Within thirty (30) days after incurring the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail, and should the Construction Manager be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are not fully ascertainable, they shall be estimated with as much accuracy as possible in the circumstances. The Construction Manager shall have the right as provided in Section 00 72 00 -9.05, Cost Pricing Date and Access to Records, to review the Contractor's records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 00 72 00 -Article 9, Changes in the Work.
- J. Each original copy of the Claim must include the following certification, signed in the same manner as the Agreement was signed:
1. Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code §12650 et seq., the undersigned,

Name: _____
Title: _____
Company: _____

hereby certifies that this Claim is made in good faith, is a true statement of the actual costs incurred and time sought, is fully supported pursuant to the Contract between parties, that the supporting documentation is accurate and complete to the best of my knowledge and belief, and that the amount requested accurately reflects the Contract adjustments for which District is responsible.

Dated: _____

Signed: _____

Subscribed and sworn before me this ____ day of _____ 20__

(Notary Public)

My Commission Expires _____

- K. Failure to submit the notarized certification will be sufficient cause for rejecting the Claim submission.
- L. If Contractor is unable to support any part of a certified Claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to District for three (3) times the amount of damages which District sustains, plus the cost of civil action, and may be liable to District for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim.

11.06 PROCESSING OF CLAIMS

- A. General: This Contract provides for three types of Contract Claims, which will be processed and resolved under different subsections. Any claim for money or damages of \$375,000 or less or for a time extension (i.e., any claim subject to California Public Contract Code §20104) shall be processed and resolved in accordance with Section 00 72 00 -11.06.B below. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code §20104) shall be processed and resolved in accordance with Section 00 72 00 -11.06.C below. Any Contract Claim sent to District by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code §9204) shall be processed and resolved pursuant to Section 00 72 00 -11.06.D.
- B. Claims for \$375,000 or Less or for Time Extension and Not Sent by Registered or Certified Mail.
 - 1. Application: This subsection applies to all claims (not sent by registered or certified mail) for \$375,000 or less in value, including any claim for a time extension or for a time extension that includes claimed delay damages of \$375,000 or less.
 - 2. District Response to Contract Claim: The Construction Manager shall respond in writing to the Contract Claim within sixty (60) days of receipt of the claim (or within forty-five (45) days of receipt for claims of less than \$50,000), or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Construction Manager and the Contractor. The Construction Manager's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt (or fifteen (15) days after receipt for claims of less than \$50,000) 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. The District shall not fail to pay money as

to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract Documents.

3. **Meet and Confer:** If the Contractor disputes the Construction Manager's written response, or the Construction Manager fails to respond within the time prescribed, the Contractor may notify the District, in writing, either within fifteen (15) days of receipt of the Construction Manager's response or within fifteen (15) days of the Construction Manager'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 such a demand, the District shall schedule a meet and confer conference within thirty (30) days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the Construction Manager's written response to the Contract Claim and the Construction Manager's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.
4. **Government Code Claim:** Following the meet and confer conference, if the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a timely Contract Claim pursuant to Section 00 72 00-11.03 through 11.05 above until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The District shall respond to any Government Code Claim in accordance with the Government Claims Act.
5. **Lawsuit:** If the claim is not resolved pursuant to Section 00 72 00 -11.06.B.4 above, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.
6. **Mediation:** If the Contractor timely files a lawsuit, then within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.
7. **Arbitration:** If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. 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 any costs and fees under Code

of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

8. Interest: In any lawsuit filed under this subsection, District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the lawsuit is filed in court.

C. Claims for More Than \$375,000 and Not Sent by Registered or Certified Mail:

1. Application. This subsection applies to all claims (not sent by registered or certified mail) that exceed \$375,000 in value, including any claim for a time extension that includes claimed delay damages exceeding \$375,000.
2. District Response to Contract Claim. The Construction Manager shall respond in writing to the Contract Claim within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Construction Manager and the Contractor. The Construction Manager's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation. If the Contractor fails to timely dispute the Construction Manager's decision on the matter in accordance with Section 00 72 00 -11.06.C.3 below, then the Contractor shall be deemed not to dispute the Construction Manager's written response to the Contract Claim and the Construction Manager's decision shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.
3. Government Code Claim. If the Contractor disputes the Construction Manager's written response to the Contract Claim, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). District shall respond to any Government Code Claim in accordance with the California Government Claims Act.
4. Lawsuit. If the claim is not resolved pursuant to Section 00 72 00- 11.06.C.3 above, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.
5. Judicial Reference. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.
 - a. Appointment of a referee shall be by mutual agreement within thirty (30) days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure §640, and subject to objection by either party as provided by Code of Civil Procedure §641. The referee must be a retired judge or a licensed attorney with at least ten years substantive experience in public works construction matters.
 - b. The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge.

The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.

- c. The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure §644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- d. Each party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

D. Claims Subject to California Public Contract Code §9204

- 1. This subsection applies to all Contract Claims sent by registered or certified mail with return receipt requested. The Contract Claim will be processed and resolved pursuant to Public Contract Code §9204, which is summarized here:
 - a. District Review of Claim. Within forty-five (45) days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within sixty (60) days from the date of the written statement. If District fails to timely issue a written statement, then the claim shall be deemed rejected in its entirety.
 - b. Meet and Confer Conference. If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with §9204, subsection (d)(2)(A). Within ten (10) business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within sixty (60) days after this written statement.
 - c. Non-Binding Mediation. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with §9204, subsection (d)(2)(B).
 - d. Interest. Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.
 - e. The foregoing is a summary of §9204. In the event of any conflict between the summary and §9204, the statute will govern.
- 2. Lawsuit and Reference: If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit (with judicial reference) in accordance with the procedures set forth in Section 00 72 00-11.06.C.4 through 11.06.C.5. Any lawsuit under this section 11.06.C.5 will be subject to judicial reference in the same manner as under 11.06.C.4.

- E. Contract Work Pending Claim Resolution: Unless otherwise directed in writing by the Construction Manager, pending resolution of a claim under this Article 11, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract Documents and the instructions of the Construction Manager.
- F. Records of Disputed Work: In proceeding with a disputed portion of the Work, the Contractor shall keep accurate daily records of all costs, including a summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services that are used. Such information shall be submitted to the Construction Manager on a daily basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work. Failure to comply with this Paragraph shall constitute a waiver of the Contractor's claim for additional compensation or a time extension as to that day.
- G. Claim Meetings: From time to time the Contractor may request or the Construction Manager may call a special meeting to discuss outstanding claims should it deem this a means of possible help

in the resolution of the claim. The Contractor shall cooperate and attend prepared to discuss its claims, and make available the personnel, subcontractors and suppliers necessary for resolution, of the claim. In addition, the Contractor shall timely provide all documents relevant to the claim which may reasonably be requested by the Construction Manager.

- H. Tort Claims: The provisions of this Article 11 apply only to contract-based claims and they shall not apply to tort claims, and nothing in this Article 11 is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

11.07 UNSUCCESSFUL NEGOTIATIONS

- A. Unsuccessful negotiations to resolve Claims or Disputes are for settlement purposes only and are not binding.

****END ARTICLE 11****

ARTICLE 12 - PROTECTION OF PERSONS AND PROPERTY

12.01 SAFETY PROVISIONS

A. Contractor's Safety Responsibility:

1. The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (Cal/OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility, shall be followed by the Contractor.
2. THE CONTRACTOR IS HEREBY INFORMED THAT WORK ON THIS PROJECT COULD BE PHYSICALLY DANGEROUS TO WORKERS. NO WORK SHALL PROCEED UNTIL EACH WORKER AND SUBCONTRACTOR UNDERSTANDS THE SCOPE OF THE WORK AND ALL SAFETY RULES AND WORK PROCEDURES TO BE FOLLOWED. THE CONTRACTOR SHALL NOT ALLOW A NEW EMPLOYEE OR NEW SUBCONTRACTOR TO BEGIN WORK ON DISTRICT PROJECTS WITHOUT A PROPER SAFETY ORIENTATION. THE CONTRACTOR SHALL CAREFULLY INSTRUCT ALL PERSONNEL WORKING ON THIS PROJECT REGARDING THESE DANGERS INCLUDING, BUT NOT LIMITED TO, CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, HANDLING OF CHEMICALS, AND POSSIBLE EXPOSURE TO PATHOGENS. THE CONVEYANCE AND TREATMENT OF RAW SEWAGE AND ITS BY-PRODUCTS CAN INTRODUCE PATHOGENIC ORGANISMS, WHICH MAY CAUSE DISEASES SUCH AS SALMONELLOSIS, TYPHOID FEVER, PARATYPHOID FEVER, BACILLARY DYSENTERY, CHOLERA, INFECTIOUS HEPATITIS, POLIO, AMOEBIC DYSENTERY, GIARDIASIS, CRYPTOSPORIDIOSIS, AND OTHERS.
3. THE CONTRACTOR IS ADVISED THAT THE WORK MAY TAKE LONGER AND MAY REQUIRE SPECIAL EQUIPMENT IN ORDER TO PROPERLY CONFORM TO SAFETY REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE PERSONAL HYGIENE, SAFETY, AND PERSONAL PROTECTIVE SUPPLIES, EQUIPMENT AND TRAINING AS ARE NECESSARY TO PREVENT INJURY TO PERSONNEL AND DAMAGE TO PROPERTY. SPECIAL CARE SHALL BE EXERCISED RELATIVE TO WORK UNDERGROUND.
4. No provision of the Contract Documents shall act to make the District, the Construction Manager, Design Engineer or any other party than the Contractor responsible for safety. The Contractor agrees that for purposes of California Labor Code §6400 and related provisions of law the Contractor, the Contractor's privities and any other entities acting pursuant to this contract will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this contract and that neither the District nor the Construction Manager, Design Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for having hazards corrected and /or removed at the location(s) where the work is to be performed.
5. The Contractor agrees that neither the District nor the Construction Manager, Design Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees that with respect to the work to be performed under this contract and the location(s) where such work is to be performed, the Contractor will be responsible for not creating hazards, and for having hazards corrected and/or removed.

6. The Contractor agrees that through the safety obligations contained in this contract and the Contractor's own inspection of the Site(s) where the contract work is to be performed, the Contractor is aware and has been notified of the hazards to which the Contractor's employees may be exposed in the performance of contract work. The Contractor has taken and/or will take appropriate, feasible steps to protect the Contractor's employees from such hazards, and has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.
7. The Contractor agrees that neither the District nor the Construction Manager, Design Engineer or their respective officers, officials, employees, agents, or volunteers or other authorized representatives will be "employers" pursuant to California Labor Code §6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities acting pursuant to this contract.
8. The Contractor shall indemnify, defend, and hold District and Construction Manager, Design Engineer and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor's safety obligations in accordance with Section 00 72 00 - Article 13, Insurance and Indemnification.
 - a. If death, serious or minor injuries, or serious or minor damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the District. In addition, the Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract. The District reserves the right to jointly participate in the investigative process with Contractor or conduct its own independent investigation.
9. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

B. Safety Program

1. The Contractor shall establish, implement, and maintain a written Injury and Illness Prevention Program as required by Cal/OSHA Title 8, §1509 and California Labor Code §6401.7. Before beginning the Work, the Contractor shall prepare and submit with the Construction Manager a written Site-Specific Contractor Safety Program (SSCSP) that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the Project Site, and the coordination of that program and its associated procedures and precautions with the safety programs, precautions and procedures of each of its subcontractors and other Contractors performing work at the Project Site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other contractors and subcontractors performing the Work at the Project Site. The SSCSP shall address the elements required by Cal/OSHA Title 8, §1509 and Labor Code §6401.7 and contain all the necessary elements for the Contractor to administer its program on the Project Site including the following information:
 - a. An organization chart and accompanying narrative that describes the responsibility for employee and public safety of those individuals who control each phase of the operations. The chart shall also show the Contractor's internal lines of communication (including subcontractors) for the program. The policies and procedures to be followed by all personnel shall be included.

- b. The designation of a Competent Person.
 - c. Specific procedures for communication between the Contractor and District on safety matters. The Contractor shall designate one person with whom official contact can be made by the District on safety matters.
 - d. A specific process for employees and subcontractors to become thoroughly familiar with the potential hazards of the work and applicable federal and state regulations.
 - e. Specific safety procedures and guidelines for conduct of the Work.
 - 1) The existence, submittal, or review of, and/or comment upon the Contractor's Injury and Illness Prevention Program and project-specific safety manual shall not in any way modify the responsibilities of the Contractor for safety for the entire Project or shift any of the responsibilities to the District. Such review and comment shall not be construed as limiting in any manner the Contractor's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the Site.
 - 2) In addition, the District may require the submittal of Injury and Illness Prevention Programs and project-specific safety manuals from certain subcontractors at the discretion of the District. The existence, submittal, or review of, or comment upon a subcontractor's Injury and Illness Prevention Program or project-specific safety manual shall not in any way modify the responsibilities of the Contractor for safety for the entire Project or shift any of the responsibilities to the District.
 - 3) The District's review, comment upon, or inspection of the Contractor's or subcontractor's performance shall not in any way modify the responsibilities of the Contractor or subcontractor for the adequacy of the Contractor's or subcontractor's work methods, equipment, bracing or scaffolding, or safety measures in, on, or near the construction Site.
 - 4) The District reserves the right to stop work if the Construction Manager or District Engineer believes that there is an imminent danger to persons or property. Even though the District reserves such rights, the exercise of such rights is at the District's sole discretion, and such reservations will not be construed as an obligation of the District to monitor or enforce the Contractor's Program. The District's exercise of these rights shall not provide a basis for delay damages, extra compensation, and/or additional compensation to complete the work.
 - 2. The Contractor shall maintain a Drug-Free workplace policy within the Project Site for the safety of its employees, the District's, Construction Manager's, and Design Engineer's employees and the public. The Drug-Free workplace policy shall be posted on the Construction Site. The Contractor shall notify the Construction Manager of any criminal drug statute violation occurring on the Site not later than five (5) days after the Contractor becomes aware of such violation.
 - 3. The Contractor shall develop its SSCSP to ensure safe work practices while working in an environment where partially treated sewage may be present. The contractor shall adhere to OSHA mandated and Cal/OSHA mandated construction safety requirements including confined space entry requirements.
 - 4. The Contractor's compliance with requirements for safety and/or the Construction Manager's review of the SSCSP shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the SSCSP is only to determine if the above listed elements are included in the program.
- C. Safety Supervisor:
- 1. The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the SSCSP. The Contractor shall

notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's Safety Supervisor and furnish the safety supervisor's resume to the Construction Manager.

2. The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Project Site and for developing and implementing safety training classes for all job personnel. The District shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the District to ensure the Contractor performs its work safely.

D. Safety and Protection:

1. The Contractor shall take all necessary precautions to prevent damage, injury, and loss to:
2. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
3. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
4. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction, even if not shown on the Contract Drawings.
5. The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor, and the Contractor shall be responsible for any direct or indirect costs resulting from such damage, injury or loss.

E. Excavation Safety:

1. In accordance with the provisions of §6705 of the California Labor Code, the Contractor shall submit, in advance of excavation of any trench or trenches five (5) feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards set forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose a tort liability on the District, the Design Engineer, the Construction Manager, nor any of their officers, officials, employees, agents, consultants or volunteers. The District's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

2. Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.
- F. Safety Emergencies:
1. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.
- G. Safety Violations:
1. Should the Contractor fail to correct an unsafe condition, the District shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the work in question can be stopped in accordance with Section 00 72 00 -8.09, Suspension of Work, until the condition is corrected to the satisfaction of the District. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the District shall not relieve the Contractor of its sole responsibility and liability for safety and the correction of any unsafe conditions.
 2. The District shall have the authority to require the removal from the project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur.
- H. Equipment Safety Provisions:
1. The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including District-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this Paragraph.
- I. Confined Spaces:
1. The Project requires work in confined spaces and requires compliance with Cal/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this Section shall be as defined by the Division of Industrial Safety. Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces of this project is subject to the definitions and applicable provisions of Section 1950 et. seq., Title 8, Division 1, Chapter 4, Subchapter 4, Article 37 of California Code of Regulations.
 2. Entry into existing "permit" confined spaces as defined by OSHA shall be allowed only in compliance with a confined space entry permit program by the Contractor that meets the requirements of Cal/OSHA Sections 1953-1962. While the District (Host Employer) has identified certain existing facilities as confined spaces, other confined spaces may exist on the Project. It shall be the responsibility of the Contractor (Controlling Contractor) to notify the District of unidentified confined spaces, reference Cal/OSHA Section 1952(h) for permit space entry communication and coordination requirements.
 3. Sources of ignition, including smoking, shall be prohibited in any confined space, including open cut trenches of any depth.
 4. It is anticipated that the Contractor may encounter hazardous conditions within these confined spaces which include, but are not limited to the following:

- a. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- b. Exposure to atmosphere containing insufficient oxygen to support human life.
- c. Exposure to combustible, flammable, and/or explosive atmosphere.
- d. Exposure to sewage which may contain bacteriological, chemical, and other constituents harmful to humans.
- e. Work in conditions where engulfment or entrapment may occur.
- f. Work in environments which may be slippery and/or have uneven work surfaces.
- g. Work in structures which have limited and/or restricted access and egress.
- h. Work in structures where workers may trip, slip, and/or fall several feet.

J. Construction Activity Permits:

- 1. The Contractor must submit a copy of its respective current DOSH permit before beginning work on any the following construction activities:
- 2. Construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.
- 3. Construction of any building, structure, scaffolding or falsework more than three stories high or the equivalent height (36 feet).
- 4. Demolition of any building or structure, or dismantling of scaffolding or falsework more than three stories high or the equivalent height (36 feet).
- 5. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

12.02 PUBLIC ACCESS, SAFETY AND CONVENIENCE

- A. In accordance with the provisions of §6500 of the Labor Code the Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend District from any and all liability, including attorneys' fees and costs of litigation, arising from any failure to comply with this Section by Contractor or its privities.
- B. The Contractor shall, at all times, provide for "Public Convenience and Safety", as described in the District's Standard Specifications, OSHA and State of California Safety regulations.
- C. The Contractor shall schedule and conduct the work so as to minimize the inconvenience to the public, as well as to District employees at any District facilities and adjoining areas impacted by the work. Any phase of the work which requires disruption of utilities, shall be scheduled three (3) days in advance with the affected parties.
- D. The design of the facilities included in this Project has been based on the concept that the structures are not accessible to and usable by the handicapped and the general public. Consequently, stairs, landings, platforms, railings, ladders, exits, and the like, for treatment facilities were designed to conform only to the requirements for industrial use by authorized persons.
- E. The Contractor shall have complete responsibility for the work and protection thereof and for preventing injuries to persons and damage to the work, property, and utilities on or about the work until completion and final acceptance thereof. The Contractor shall in no way be relieved of its responsibility by any right of the Engineer to give permission or directions relating to any part of the

work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions.

- F. The Contractor is prohibited from using a wireless telephone while driving on District business and/or District property unless the vehicle has been equipped with a stationary, hands-free device to enable conversations without the use of one or both of the driver's hands. When operating any vehicle that requires a Class A or B license or a special use certification, the use of cellular phones, radios, or any other communication device, while on District property, is prohibited.
- G. Refer to Division 1- General Requirements, for any further requirements on safety procedures to be followed in and about public roadways.
- H. The Contractor shall provide and maintain all necessary safety equipment, such as fences, barriers, signs, lights, walkways, guards, and fire-prevention and fire-fighting equipment, and shall take such other action as is required to fulfill its obligations under this Section.
- I. Contractor shall make use of slating and screening in any fencing around the job Site or staging area to keep areas reasonably hidden from view.
- J. The Contractor shall so conduct its operations as not to close or obstruct any portion of any railroad, highway, road, or other property until permits therefor have been obtained from the governmental or other authorities having jurisdiction thereof. If any of the above are required to be kept open and are damaged or rendered unsafe by the Contractor's operations, the Contractor shall, at its expense, make such repairs and provide such temporary guards, bridges, lights, and other signals as necessary or required for public safety and as will be acceptable to the governmental or other authorities having jurisdiction thereof. Fences that interfere with any work may, upon prior written approval of the District, be removed by the Contractor but must then be restored to their original condition prior to final acceptance. Such removing and restoring shall be by and at the expense of the Contractor.
- K. Unless otherwise specifically provided in the Contract, the Contractor shall not do any work that would affect any pipeline, telephone, telegraphic, or electric transmission line, irrigation ditch, or other structure, nor enter upon the rights-of-way or lands appurtenant thereto, until notified by the owners that the District has obtained proper authority therefor from the owners thereof.
- L. Thereafter and before such work begins, the Contractor shall give said owners convenient access and reasonable cooperation in their removing, shoring, supporting, or otherwise protecting such lines, ditches, and structures, and for replacing same.
- M. Care shall be exercised by the Contractor to prevent damage to adjacent walks, streets, culverts, and gutters; where equipment will pass over these obstructions, suitable planking shall be placed.
- N. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay caused by any such line, ditch, or structure being on or adjacent to the Site of work, except as provided in this Section 00 72 00 -9.02.G, Differing Site Conditions.
- O. The Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises, which, as determined by the Engineer, do not reasonably interfere with the performance of work. The Contractor will be held responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by the Contractor.
- P. Adequate warning and construction signs shall be maintained at the construction Site for the safety of the public. Additional signs for the convenience of the public shall be maintained as directed by the District.
- Q. The Contractor shall maintain sufficient safeguards against occurrence of accidents, injuries, or damage to any person or property and shall be responsible for same if such occurs. The Contractor shall also maintain adequate protection of its work and materials from destruction and loss and

shall protect the District's property from damage arising in connection with this contract, and shall make good any such damage, destruction or loss.

- R. Contractor must pave pedestrian openings through falsework or provide full width continuous wood walks and keep all walkways clear. Contractor must protect pedestrians from falling objects and water runoff. Overhead protection for pedestrians must extend not less than four (4) feet beyond the edge of a structure.
- S. Contractor's equipment must enter and leave the Project area via access routes designated or accepted in writing by District, and move in the direction of public traffic at all times. All movements on or across public traveled ways must not endanger public traffic.
- T. Contractor must immediately remove any spillage, debris, dirt, or mud resulting from hauling operations along or across any public traveled way.

12.03 PROTECTION AND RESTORATION OF PROPERTY

- A. California Civil Code §832 provides requirements relating to notification of adjacent property owners (30 Day notification required) and protection of adjacent property when performing excavation that may adversely impact the lateral and subjacent support to adjoining land or structures. In addition to these requirements and any other requirements imposed by law, Contractor must shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the Site of the Work which are in any way affected by the excavations or other operations connected with the Work pursuant to this Contract. Whenever any notice is required to be furnished by District or Contractor to any adjoining or adjacent landowner or other party before commencement of any Work pursuant to this Contract, Contractor must provide such notice. Contractor shall indemnify and hold District harmless from any damages for which District may become liable in consequence of such injury or damage to adjoining or adjacent structures and premises.
- B. Contractor shall immediately repair, at Contractor's sole cost and expense, any damage arising from or in consequence of the performance of the Contract, to improvements or property, whether above or below the ground, private or public, within or adjacent to the Project. If, in District's opinion, District's best interests require such repair to be made before execution of any part of the Work included in this Contract, District will so notify Contractor who will delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of the Contract Time shall be allowed.
- C. When Ordered by District to make any repair, Contractor shall start work thereon within four (4) hours and must prosecute the same with diligence to completion. Upon Contractor's failure to comply with such Order, or upon Contractor's failure to make immediate Emergency repairs which are necessary in the best interests of District or the public, District may cause such repairs to be made and deduct the costs thereof from any money due, or that may become due Contractor.
- D. In an Emergency affecting the safety of life or property, including adjoining property, Contractor is authorized to act at its discretion, without special instructions or authorization from District, to prevent such threatened loss or injury, and Contractor must act whether or not instructed by District. Contractor must maintain adequate protection against damage to life and property involved in Project and on property adjacent thereto until Acceptance and must Provide all necessary guards, barricades, night lights, facilities, tools, equipment, materials and other needed or required protective devices.
- E. Contractor will until Acceptance maintain adequate protection of all its Work and work performed by others pursuant to the Contract Documents from damage, loss, or defacement. Contractor must repair or replace any such damage and remove any damaged or defaced material or equipment from the premises at no extra cost to District except as may be due directly to errors in the Contract Documents or caused by District.
- F. The Contractor must ensure the limits of Work to be free of graffiti or other similar defacements during the entire Contract Time; if such defacement occurs, the Contractor must promptly remove, repair, or correct the affected area(s). The Contractor must protect all exposed finished surfaces

within the limits of Work (both temporary and final), with anti-graffiti coatings, and maintain such protection continuously during the entire Contract Time.

12.04 PRESERVATION OF CULTURAL RESOURCES

- A. Pursuant to the National Historic Preservation Act of 1966, State laws and County ordinances, the following procedures are implemented to ensure historic preservation and fair compensation to Contractor for construction delays that may occur due to cultural resources discoveries.
- B. In the event potentially historical, architectural, archaeological or cultural resources (hereinafter "resources") are discovered during subsurface excavations at the Project Site, the following procedures apply:
- C. District will issue a "Cultural Resources – Suspend Work Order" Directing Contractor to temporarily suspend all operations at the location of such potential resources.
- D. Such "Cultural Resources – Suspend Work Order" will be effective until such time as a qualified Consultant can assess the value of such resources and make recommendations. Any "Cultural Resources – Suspend Work Order" will contain the following:
 - 1. A description of the potential resource, its location, and the area where Contractor's Work is suspended;
 - 2. A description of what part or all of Contractor's Work is suspended;
 - 3. Instructions regarding suspension of orders by Contractor for materials and services;
 - 4. Guidance regarding action to be taken by Subcontractors;
 - 5. Estimated duration of the temporary suspension.
- E. If the Consultant determines that the potential find is indeed a cultural resource, District will, as expeditiously as possible, advise Contractor in writing of the action to be taken regarding the find, and the anticipated time frame and extent of any Work suspension.
- F. Adjustment of Contract Time and Contract Sum
 - 1. If, in the Notice Inviting Bids, the Work Site was deemed "Archaeologically Sensitive", then the Contract Time(s) includes five (5) work days of temporary suspension for cultural resources finds and there will be no payment for such suspension or any inefficiencies related thereto, up to a maximum cumulative duration of five (5) work days delay to the Critical Path(s) of the Official Progress Schedule. If such suspension occurs, the first five (5) work days of the Critical Path delay will be treated as an excusable non-compensable delay and the Contract Time will be extended in accordance with Section 00 72 00 -8.04, Time Extensions.
 - 2. If a cultural discovery at an Archaeologically Sensitive Site results in a cumulative Critical Path delay that exceeds five (5) work days, then Contractor will be entitled to an adjustment of the Contract for the Critical Path delay in excess of five (5) work days. The Critical Path delay in excess of five (5) work days will be treated as an excusable compensable delay and the Contract Time will be extended in accordance with Section 00 72 00 -8.04, Time Extensions.
 - 3. If a cultural resource discovery was unforeseen (i.e. if the Work Site was not deemed "Archaeologically Sensitive" in the Notice Inviting Bids), Contractor may be entitled to an adjustment of the Contract in accordance with Section 00 72 00 -8.04, Time Extensions.
 - 4. If, as a result of a temporary suspension, District agrees that Contractor sustains a loss which could not have been avoided by judicious handling of its forces or equipment, or by redirection of forces or equipment to perform other Work on the Contract, Contractor will be paid for idle time of equipment and labor by Force Account as provided in Section 00 72 00-9.02.D, Field Order- Force Account Work.

G. Documentation:

1. Beginning with the first Day of suspension, and for each following Day, Contractor must maintain detailed hourly records of the labor and equipment idled by such suspension, plus substantiation as to why such labor and equipment could not be used on other parts of the Work if such were the case. Such records must be of a form acceptable to District, signed by Contractor, and are subject to verification by District.
2. Failure by Contractor to furnish the aforesaid records constitutes a waiver of Contractor's right to an adjustment in the Contract Sum.

****END ARTICLE 12****

ARTICLE 13 - INSURANCE AND INDEMNIFICATION

13.01 INSURANCE

Contractor shall maintain, at its own expense, all the insurance required by this article and submit coverage verification for approval by the District prior to the District's execution of the Agreement.

The Agreement will not be executed by the District, and the Contractor shall not commence Work, until such insurance has been approved by the District. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the Final Completion thereof. In addition, the commercial general liability insurance shall be maintained for a minimum of three (3) years after Final Completion of the Work. The District's issuance of the Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or equivalent and that are admitted to and authorized to do business and in good standing in California, unless otherwise approved by the District. In the case of workers' compensation and employer's liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

Each insurance policy required by the this article shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District by the insurance carrier. Should the insurance carrier refuse to provide this notice, the Contractor shall be obligated to provide to the District thirty (30) days prior written notice of any insurance coverage being suspended, voided, reduced or canceled by either party, or any reduction in coverage or in limits.

The Contractor shall include all costs for insurance in its Total Bid Price.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the Contract Documents. For any claims related to Contractor's Work, as opposed to work District has contracted to parties other than Contractor, the Contractor's insurance coverage shall be primary insurance as respects the District, Construction Manager, Engineer, Funding Agencies and their directors, officers, elected officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers. For any claims related to Contractor's Work, any insurance or self-insurance maintained by the District, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the District, Construction Manager, Engineer, Funding Agencies, and their directors, officers, elected officials, employees, agents, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the District, Construction Manager, Engineer, Funding Agencies, and their directors, officers, elected officials, employees, agents, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the District prior to commencement of work.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of the Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may be caused by the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors, or from operations under the Agreement.

A. Commercial General Liability and Automobile Liability Insurance

This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may be caused by the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors, or from operations under the Contract Documents. The commercial general liability insurance shall be maintained for three (3) years after Final Completion of the Work and shall provide coverage on an occurrence basis.

1. Additional Insureds – The commercial general liability and automobile policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the District, Construction Manager, Engineer, Funding Agencies, related agencies and entities, successors and assigns, the District's consultants, contractors, engineers, architects, attorneys, and their boards, directors, officials, officers, managers, agents, employees, and volunteers are covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds and coverage provided to such additional insureds. This policy shall provide coverage to each of the said additional insureds with respect to said work. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the Contractor's insurance and shall not contribute with it.
2. Minimum Amount of Coverage (General Contractor) – Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage. Any self-insured retentions must be declared to and approved by the District.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

3. Minimum Amount of Coverage for all Listed Subcontractors included in Section 00 40 20 - The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein: The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following minimum limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$4,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

4. Minimum Amount of Coverage for Subcontractors NOT included in Section 00 40 20 - The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein. The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following minimum limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$2,000,000, and \$1,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.
5. Subcontractors – The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as additional insureds in the Contractor's policy.
6. Included Coverage – The above commercial general liability insurance shall be at least as broad as the most current ISO CGL Form 00 01 including, but not limited to, also include the following coverages:
 - Premises – Operations.
 - Independent Contractors.
 - Products - Completed Operations.
 - Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.
 - Advertising Injury.
 - Broad Form Property Damage - Including, Completed Operations.
 - Separation of Insureds/Cross-Liability Provision.
 - Duty to Defend all Insureds.
 - Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement.
 - Additional Insured Coverage Not Limited to Vicarious Liability – Insurance coverage for additional insureds shall be for all covered acts and occurrences, whether or not they arise out of, or result from, the Contractor's own acts or omissions in performing the Work.
 - Separate Aggregate – A provision that the annual general aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.
 - XCU – Explosion, Collapse, Underground Damage.
 - Blanket Contractual Liability – Provisions or endorsements shall state that the insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Agreement and these specifications, including, without limitation, insurable liabilities set forth in the indemnity articles of the Contract Documents.
7. Umbrella Policy – The Contractor may use an umbrella or excess policy to meet the limits requirement of Article 13.A.2, and listed subcontractors may use an umbrella or excess policy to meet the limit of requirements of Article 13.A.3. However, any such umbrella/excess policy must be approved by the District and maintain an A.M. Best Rating of no less than A:VII.

B. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. In accordance with California Labor Code Section 1861, the Contractor shall sign and include Section 00 62 10, Contractor's Certification Regarding Workers Compensation, with the Contract. If the Contractor, in the sole discretion of the District, satisfies the District of its responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this article need not be provided.

The Contractor is advised 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 shall comply with such provisions and have employers' liability limits of \$1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the Work of this Agreement.

Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the contract workers' compensation and employer's liability insurance as required for all persons whom it employs or may employ in carrying out the Work under this Agreement. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the District, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

C. Professional Liability Insurance

All submittals required of the Contractor which are to be prepared by a licensed California engineer shall be prepared only by a licensed engineer who is covered by a professional liability insurance policy issued by a California-admitted carrier or a carrier authorized to do business in California with a Best's rating of A:VII or better, with an limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions and with a maximum deductible of \$50,000. Such insurance shall be maintained in effect by said engineer at all times while performing Work on the Project and for at least three (3) years after Final Completion of the Project. Contractor shall submit an insurance certificate for such engineer prior to beginning Work for approval by the District.

D. Builder's Risk Insurance- NOT USED

E. Contractor's Pollution Liability Insurance.

The Contractor shall obtain Pollution Liability Insurance. This insurance shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any Work to be performed under the Agreement, including liability for and defense of lawsuits and regulatory actions. Coverage shall be provided for both Work performed on Site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

- Each occurrence or claim: \$2,000,000.
- General Aggregate: \$2,000,000.

If the coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the award date of the Agreement.

- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after final payment.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement award date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after Final Payment.
- A copy of the claims reporting requirements must be submitted to the District for review.

F. Proof of Coverage

Before execution of the Contract, the Contractor shall furnish the District with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on endorsement forms acceptable to the District. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the District before Work commences. Except for the waiver of subrogation rights endorsements, as required herein, no other endorsements are required for workers compensation or excess liability insurance. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice has been given to the District. The Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to Ironhouse Sanitary District 450 Walnut Meadows Drive, Oakley, California 94561.

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either:

- The insurer shall reduce or eliminate such self-insured retentions as respects the District, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers; or
- The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this article, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, District, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, declare a material breach of this Agreement and suspend all further work pursuant to this Agreement until Contractor has provided evidence that its insurance coverage meets the requirements of the Contract Documents.

G. Third Party Insurance Requirements

The Work, as contemplated by the Contract Documents does specifically require an encroachment permit(s) from other public agencies, railroads, and/or utilities. Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the District herein, the requirement(s) providing the more protective coverage for both the District and the Third Party(ies) shall control and be purchased and maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to the District at the same time Contractor submits all other contractually required insurance, which is no later than ten (10) days after Notice of Intent to Award, unless otherwise agreed to in writing by the District prior to this deadline.

H. Insurance During Guarantee Period

For all work the Contractor or its subcontractors perform during the guarantee period, workers compensation and commercial general liability insurance in the amounts and format required herein shall remain in force and be maintained for three (3) years after Final Completion of the Work.

The Contractor shall be responsible for paying any and all deductible costs for claims against its workers compensation and commercial general liability insurance.

13.02 GENERAL INDEMNIFICATION OBLIGATIONS

A. The Contractor shall indemnify, defend with counsel acceptable to District, save and hold harmless to the full extent permitted by law, at the Contractor's expense, the District, Construction Manager, Engineer, Funding Agencies, related agencies and entities, successors and assigns, the District's consultants, contractors, engineers, architects, attorneys, and their boards, directors, officials, officers, managers, agents, employees, representatives, and volunteers, and each of them (collectively, the "Indemnified Parties"), from and against any and all liability, loss, damage, claims, actions, causes of action, expenses and costs (including, without limitation, reasonable attorney fees, and costs and fees of litigation, mediation, and appeal) (collectively, "Liability") of every nature relating to performance of the Work or failure to comply with obligations under the Agreement and caused or alleged to be caused by negligence or willful misconduct on the part of the Contractor or other parties under the Contractor's direction or control (e.g., subcontractors, truckers, suppliers, manufacturers, etc.), or the officers, agents, or employees of any of them (collectively, the "Contractor's Team"). However, the Contractor's obligations to pay defense costs and indemnify do not apply to the extent such Liability was caused by the active negligence, sole negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor's Team in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor's Team;
2. Liability or claims arising directly or indirectly from Contractor's negligent acts that cause bodily injury, occupational sickness or disease, or death of the Contractor's own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;
3. Liability or claims arising directly or indirectly from or based on the violation of any laws or regulations, by the Contractor's Team;
4. Liability or claims arising directly or indirectly from the negligent or legally unauthorized use or manufacture by the Contractor's Team in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the District or any other parties by the Contractor's Team;
6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor's Team;
7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor's Team due to negligence or breach of any obligation in this Agreement by the Contractor's Team;

9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, subconsultants, and the directors, officers, elected officials, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's negligent or improper use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon;
 10. Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor's Team pursuant to this Agreement, whether or not there is concurrent negligence on the part of the Indemnified Parties; and
 11. Liability or claims arising out of the Contractor's performance of the Work.
- B. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other consultants and professionals and costs litigation, mediation, or appeal) incurred by said Indemnified Parties arising out of or in enforcing the provisions of this article.
 - C. The indemnification obligation under this Article 13.02 shall not be limited in any way by any limitation on the amount or type of insurance carried by the Contractor's Team or by the amount or type of damages, compensation, or benefits payable by or for the Contractor's Team under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - D. Pursuant to California Public Contract Code Section 9201, District will timely notify Contractor of receipt of any third-party claim relating to this Contract.
 - E. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Agreement, but failure to do so will not affect the Contractor's obligations under this Article 13.02.
 - F. The Contractor hereby agrees at its expense promptly to assume the defense of and to defend, with counsel acceptable to the District, against any Liability, suit or other proceeding brought thereon, and promptly to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred against the Indemnified Parties to the extent arising from any negligent act, error, or omission, or from any willful misconduct of the Contractor's Team in the performance of the Contractor's obligations under this Agreement.
 - G. The only limitations on this provision shall be those mandated by Civil Code section 2782.

13.03 HAZARDOUS SUBSTANCE INDEMNIFICATIONS OBLIGATIONS

The Contractor's Team shall not use, generate, manufacture, store or dispose of on, under or about the Site, or transport to, from, along or across the Site, any flammable, explosive radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent, as those terms may now or in the future be defined by common practice or by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance").

- A. Without limiting any remedies the District may have, in the event any disposal, release, discharge or spill of a Hazardous Substance or other contamination occurs within the Site at any time during, or as a result of, the Contractor's use of the Site, except such spills or contamination to the extent directly caused by the sole negligence or willful misconduct of the Indemnified Parties, the Contractor shall immediately notify District and take all action to mitigate the effects of such disposal, release, discharge, spill or contamination. The Contractor shall at the Contractor's own expense, unless otherwise directed by the District, remediate such disposal, release, discharge of spill or contamination in compliance with all applicable laws, rules and regulations. The District shall have the option to perform the remediation itself or through any contractor if the Contractor fails to do so. The Contractor shall cooperate with the District to complete the remediation and shall reimburse the District for all costs and expenses incurred in connection with the remediation.

- B. In the event that the Contractor observes any material that the Contractor believes or has reason to believe may be a Hazardous Substance or encounters any unknown physical condition of any unusual nature within the Site, other than disposals, releases, discharges, spills or contamination covered in paragraph A, above, the Contractor shall, without disturbing the condition, immediately cease all use of the Site and notify the District. The District will investigate the condition and take any clean-up or other remedial action District deems necessary in its sole discretion.
- C. In the event the District or its contractor elects to perform remediation work, the Contractor shall upon notice from the District, cease use of the Site as directed in the notice. The District will notify the Contractor when the condition has been resolved, at which time, but not before, the Contractor may resume its use of the Site.
- D. The Contractor agrees to assume liability for and to defend and hold harmless the Indemnified Parties from and against all injuries or death to any person and damage to any property, and all related expense, including without limitation attorneys' fees, investigators' fees, administrative charges, litigation expenses and any judgments, fines, penalties or other charges assessed against Indemnified Parties, resulting from the Contractor's failure to comply with this article and any laws, rules or regulations concerning the subject matter hereof. The provisions of this article shall survive the expiration and termination of this Agreement.
- E. The obligations and liabilities arising under the Article 13.03, HAZARDOUS SUBSTANCE INDEMNIFICATIONS OBLIGATIONS, shall be in addition to and independent of those obligations and/or liabilities arising under the other provisions of this Agreement and shall in no way limit, alter, reduce or eliminate the effect of such other provisions.

****END ARTICLE 13****

ARTICLE 14 - UNCOVERING AND CORRECTION WORK

14.01 GENERAL

- A. The Contractor must notify the Construction Manager two (2) days prior to covering any Work.
- B. If a portion of the Work is covered prior to Construction Manager's review, it must, if requested in writing by the Construction Manager, be uncovered for Construction Manager observation and replaced at the Contractor's expense without change in the Contract Time.

14.02 CORRECTION OF WORK AND CORRECTIVE ACTION PLANS

- A. The Contractor must promptly correct Work rejected by Construction Manager or Work failing to conform to the requirements of the Contract Documents, whether or not Fabricated, Installed or completed, even if such non-conforming Work was previously inspected or approved by the District or the Construction Manager. The Contractor bears the costs of correcting such rejected Work, including additional testing and inspections required, and compensation for District provided services and expenses made necessary thereby.
- B. The Contractor may take one of two actions to remediate Work that does not conform to the Contract Documents:
 - 1. Contractor may, at his own expense, remove defective Work and install Work that complies with the Contract Documents;
 - 2. Contractor may develop and submit to Construction Manager, as a Submittal (not an RFI), a Corrective Action Plan (CAP). The CAP describes possible solution(s) to address the defective Work including "work-arounds" that would leave the defective Work in place. To facilitate the District's review and possible acceptance of the CAP the Contractor may employ the services of a licensed Engineer or Architect to develop, sign and stamp the CAP for submission to the District.
 - a. Alternatively, the Contract may submit a CAP that is more general in description and substance and leave it to the Design Engineer to evaluate and develop a formal solution. The Contractor shall compensate the Design Engineer for costs incurred via District issuance of a deductive change order to the Contract.
 - 3. In the event the District determines that a practical solution is not available that would enable the defective Work to be left in place, then the Contractor must remove the defective Work and build per the Contract Documents.
- C. Notwithstanding Section 00 72 00-14.02.A, in the event of an Emergency constituting an immediate hazard to the health or safety of District's employees, agents, representatives, property, or licensees, District may undertake, at the Contractor's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it was caused by work of the Contractor not being in accordance with requirements of the Contract Documents.
- D. The Contractor must remove from the Project Site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Contractor nor accepted by the District.
- E. If the Contractor fails to correct nonconforming Work, as per Section 00 72 00-14.02.A, or fails to remove nonconforming work, as per Section 00 72 00-14.02.C, District may correct or remove the nonconforming Work per Section 00 72 00-14.02.E.
- F. If the Contractor does not submit a Corrective Action Plan or proceed with correction or removal of nonconforming Work, within such time fixed by the Contract Documents or written notice from Construction Manager, the District may remove and store the salvable materials, articles and/or equipment at the Contractor's expense. If the Contractor does not pay all costs of such removal and storage within fourteen (14) Days after written notice, District may, upon fourteen (14) additional Days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the Contractor, including compensation for District services and expenses

made necessary thereby. If the proceeds of a sale do not cover all costs that the Contractor would have borne, the Contract Sum will be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor must pay the difference to District.

- G. The Contractor bears the cost of correcting destroyed or damaged Work, which is caused by the Contractor's correction, or removal of Work that is not in accordance with requirements of the Contract Documents, including work performed by District or separate contractors that is damaged or destroyed by the Contractor during the Contract Time or Guarantee period.
- H. Nothing contained in this Section 00 72 00-14.02, Correction of the Work and Correction Action Plans, establishes a period of limitation with respect to other obligations that the Contractor might have in the Contract Documents. Establishment of the Warranty/Guarantee period(s), as described in Section 00 72 00-15.12, Warranties & Guarantees, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

14.03 ACCEPTANCE OF NONCONFORMING WORK

- A. If District prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, District may do so instead of requiring its correction and/or removal, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not Final Payment to the Contractor has been made.

****END ARTICLE 14****

ARTICLE 15 - FINAL COMPLETION AND ACCEPTANCE

15.01 USE BEFORE ACCEPTANCE

- A. District has the right to utilize or place into service any item of equipment or other usable portion of the Work before Final Acceptance of the entire Project. Whenever District plans to exercise said right, District's Representative will notify Contractor in writing, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service, hereinafter referred to as "Use Before Acceptance".
- B. Until the District's Representative issues such written notification, Contractor is responsible for all care and maintenance of all items or portions of the Work.
- C. Upon District's issuance of written notice of Use Before Acceptance, District accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, excepting any injury or damage resulting from Contractor's actions or negligence.
- D. If, by reason of District's Use Before Acceptance, the premium for the Contractor's bodily injury and property damage insurance is increased, District will reimburse the Contractor for the additional amount necessarily incurred, allocable to the area and the period of District's occupancy, up to the Date of Acceptance of the Work.
- E. District's Use Before Acceptance does not constitute Acceptance of the Work, or any portion of the Work, by District, nor will it relieve the Contractor of responsibility for correcting defective and/or Deficient Work or materials found at any time before Acceptance of the Work or during the Guarantee period after District's Acceptance. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by District, then upon written request by the Contractor and by written consent from District, the Guarantee period on the building entirely occupied by District will commence to run from the date of District occupancy of such building or buildings.
- F. Notwithstanding any Use Before Acceptance, Contractor retains full responsibility for fulfillment of all the requirements of the Contract Documents.
- G. Should the District elect to partially occupy or use portions of the Work prior to Acceptance, Contractor must perform final cleaning for those portions of the Work prior to their being so occupied or used.

15.02 CONTRACTOR'S RESPONSIBILITY TO MANAGE INCOMPLETE AND DEFICIENT WORK

- A. The Contractor is responsible for identifying and managing Incomplete and Deficient work. Incomplete and Deficient work includes, but is not limited to: non-compliance items, re-work items, and non-conforming tests and deficiencies relating to inspections by the Building Official if applicable to this Contract; and items of work not complete per the Contract Documents.
- B. The Preliminary Final Inspection and Final Inspection will not be conducted until:
 - 1. The entire Work of the Milestone/Project is complete;
 - 2. Cleaning and waste management has occurred pursuant to the Contract Documents; and
 - 3. Deficient Work identified in all outstanding non-compliance notices has been corrected.
- C. For each completion Milestone, Contractor must include activities for conducting the Preliminary Final Inspection, completion of Punch-list, and Final Inspection, in Contractor's Progress Schedule.

15.03 COMPLETION OF INTERMEDIATE MILESTONES

- A. When the Construction Manager determines that all Work of a Milestone is complete, including cleaning, the Construction Manager must so certify to the District's Representative and request a Preliminary Final Inspection.
- B. If the Contract Documents include a Milestone for the completion of the entire Work of the Project, three (3) copies of the Milestone Completion certification must be submitted concurrently with the

Contractor's certification that all the Work of the Project is complete as required by Section 00 72 00-15.03.A.

15.04 PRELIMINARY FINAL INSPECTION FOR INTERMEDIATE MILESTONE(S)

- A. Within seven (7) Days of receipt of Construction Manager's certification that all Work of a Milestone is complete, District's Representative, Project Inspector, Architect of Record, and other staff, will conduct a Preliminary Final Inspection with the Construction Manager and the Project Superintendent.
- B. If the District's Representative determines that, based on the results of the Preliminary Inspection, the Incomplete/Deficient work identified is greater in substance and/or volume, than can be appropriately declared as Punch-list, then the Work is not complete enough to complete the Preliminary Final Inspection. The Contractor will be so notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Final Inspection. Any costs to District for more than two (2) Preliminary Inspections may be charged to the Contractor.
- C. If the results of the Preliminary Final Inspection are satisfactory to the District's Representative, a Punch-list will be prepared and issued to the Contractor. Neither the District's preparation of the Punch List, nor any omission from the Punch-list of items of Incomplete and/or Deficient Work, relieves the Contractor from completing all the Work required by the Contract Documents.

15.05 FINAL INSPECTION FOR INTERMEDIATE MILESTONE(S)

- A. When the Punch-list generated from the Preliminary Final Inspection is complete the Contractor must certify that the entire Work of the Milestone, including Punch-list, is complete. Upon delivery of such certification to the District's Representative, and if the District's Representative agrees with the Contractor's certification, a Final Inspection will occur within ten (10) calendar days of the Contractor's delivery of certification of final completion
- B. If the District's Representative determines the Work is deficient, Contractor will again be furnished with a Punch-list identifying the observed deficiencies in the Work. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If more than two (2) Final Inspections are required any costs to District for additional Final Inspections may be charged to the Contractor.
- C. If the results of the Final Inspection are satisfactory, the District's Representative will issue the Contractor a Milestone Completion letter.
- D. Contractor's Progress Schedule must include activities for Final Inspection of Milestones.

15.06 COMPLETION OF FINAL PROJECT MILESTONE

- A. The Contractor must certify that the final Milestone for the Work is complete. The Contractor's certification also includes the completion of all Punch-list work and the correction of all rework.
- B. Conducting the Preliminary Final Inspection, and Final Inspection, of the Work required of the final Project Milestone, follows the requirements of Paragraphs 15.04 and 15.05 above.
- C. The Contractor must submit all documents required in the Contract Documents.
- D. After acceptance of the Contractor's final certification, the District's Representative will issue a Milestone Completion letter to the Contractor. This letter will establish the date of the Final Milestone Completion of the Work of the Project. The assessment of Liquidated Damages, if any, will cease accruing as of the date of Final Milestone Completion.

15.07 RECOMMENDATION FOR ACCEPTANCE BY THE DISTRICT ENGINEER

- A. After establishing Final Milestone Completion of the Work, the District's Representative will recommend that the District Engineer formally accept the Work if the Contractor has satisfactorily:
 - 1. Corrected all deficiencies observed during the Final Inspection and no new deficiencies have been observed;

2. Submitted required copies of As-Built Documents;
 3. Submitted required Spare Parts; and
 4. Submitted all other required contract deliverables.
- B. The Project Manager must submit the following Project Completion certification prior to District Engineer Acceptance of the Project:

"I certify that, to the best of my knowledge, all Work of the Project is Complete, including the fulfillment of all administrative requirements of the Contract. I request the District accept the Project as complete."

Project Manager of the Contractor

15.08 ACCEPTANCE OF THE WORK

- A. Acceptance of the Work will be made by the District Engineer, only after the District's Representative has recommended Acceptance.
- B. After the formal Acceptance of the Work, the District will record a Notice of Completion.
- C. District's Acceptance establishes conformity with the Contract except for delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and subject to any Guarantee and Warranty, express or implied.
- D. Determinations by District's Representative that the Work is complete or Acceptance of the Work by the District Engineer, does not bar any action by the District against the Contractor pursuant to Section 00 72 00-15.12, Warranties & Guarantees.

15.09 FINAL PAYMENT – SEE ARTICLE 10.10- FINAL INSPECTION AND PAYMENT

15.10 CONTRACTOR'S DUTIES AND RESPONSIBILITIES AFTER ACCEPTANCE

- A. After Acceptance of the Work, Contractor is relieved of the duty of maintaining and protecting the entire Work, and Contractor is not required to perform any further Work thereon, except as otherwise required by law or the Contract Documents.
- B. Contractor is relieved of responsibility for injury to persons or property or damage to the Work that occurs after District's Acceptance, provided that such injury/damage is not in any way caused by Contractor.
- C. District's Acceptance does not relieve Contractor of responsibility for faulty materials or workmanship or of complying with the requirements of Warranties and Guarantees.

15.11 RETENTION PROCEEDS, WITHHOLDING AND DISBURSEMENT

- A. Pursuant to California Public Contract Code §7107, within sixty (60) Days after the date of "completion" of the Work, the retention withheld by District shall be released, subject to all withholds required and authorized by law including Stop Payment Notice claims and Liquidated Damages (pursuant to California Government Code §53069.85). In the event of a Dispute between District and Contractor, District may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. For purposes of release of retention, "completion" means any of the following:
 1. The Acceptance by District of the Work.
 2. After the commencement of Work, a cessation of labor on the Work for a continuous period of one-hundred (100) Days or more, due to factors beyond Contractor's control.

3. After the commencement of Work, a cessation of labor on the Work for a continuous period of thirty (30) Days or more, if District records a Notice Of Cessation or a Notice Of Completion with the County Recorder.
- C. Subject to Section 00 72 00-15.11.D below, within seven (7) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor must 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 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. (California Public Contract Code §7107(d))
- D. Contractor may withhold from a Subcontractor its portion of the retention proceeds if a bona fide dispute exists between the Subcontractor and Contractor. The amount withheld from the retention payment shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.
- E. In the event that retention payments are not made within the time periods required by California Public Contract Code (PCC) §7107, the District or Contractor withholding the unpaid amounts shall be subject to a charge of two percent (2%) percent 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. (PCC §7107)

15.12 WARRANTY AND GUARANTEES

- A. Neither the final Acceptance, nor payment, nor any provision in the Contract Documents relieves Contractor of responsibility for faulty materials or workmanship.
- B. Contractor must guarantee all workmanship and materials for a period of one year, or as specified in the technical sections of the Contract Documents (specifications), from and after the Date of Acceptance of the Work by the District's Engineering Services Director/District Engineer.
- C. Contractor may also be required to furnish a written Guarantee covering all or certain items of Work for longer periods of time from the Date of Acceptance of the Contract. The Work to be Guaranteed, the form, and the time limit of the Guarantee will be specified in the Contract Documents. Said Guarantee must be signed and submitted to District before Acceptance of the Work.
- D. The Warranty/Guarantee period begins at the Date of Acceptance of the Work by the District Engineer.
- E. In addition to any other warranties in this contract, the Contractor warrants, except as provided in Paragraph J of this clause, that work performed under this Contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- F. This Warranty shall continue for a period of one year from the date of final acceptance of the work by the District Engineer. If, pursuant to Section 00 72 00-15.01 above, District takes possession of any part of the work before final acceptance, this Warranty shall continue for a period of 1 year from the date the District takes possession the specific Work identified pursuant to 15.01.
- G. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to District-owned or controlled real or personal property, when that damage is the result of:
 1. The Contractor's failure to conform to contract requirements; or
 2. Any defect of equipment, material, workmanship, or design furnished.
- H. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's Warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

- I. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District's Representative; and
 - 3. Enforce all warranties for the benefit of the District, if directed by the District's Representative.
- J. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.
- K. This Warranty shall not limit the District's rights under the Milestone Completion and District Engineer acceptance Paragraphs of this Contract with respect to latent defects, gross mistakes, or fraud.
- L. Contractor must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said Guarantee period without expense whatsoever to District.
- M. The aforesaid one-year Warranty/Guarantee period does not in any way limit or waive District's rights to legal recourse for latent construction defects, pursuant to California Civil Code of Procedure §337.15 nor for patent construction defects pursuant to §337.1.
- N. Approximately fifteen (15) Days before completion of the entire Work of the Project, Contractor must meet with District regarding Warranty/Guarantee requirements. District will establish communication procedures for notifying Contractor of Warranty defects, priorities regarding the type of defect, time required for Contractor response, and other details deemed necessary by District for execution of the Warranty/Guarantee.
- O. If the Contractor fails to remedy any failure, defect, or damage, within five (5) calendar days of District's notice, or commence to remedy and proceed with due diligence when the repair cannot be completed within five (5) days, the District may replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense.

****END ARTICLE 15****

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.01 CONTRACTOR'S USE OF COMPUTER SOFTWARE

- A. Contractor certifies that it has appropriate systems and controls in place to ensure that District funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

16.02 RIGHTS IN LAND AND IMPROVEMENTS

- A. Nothing in the Contract shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the physical limits of the Project for any purpose whatsoever, either with or without compensation, nor act in conflict with any agreement between District and any owner, former owner, or tenant of such land, structure, or building.
- B. Contractor must not occupy District's property outside the Project limits as shown on the Plans or on maps available in District's offices, unless Contractor enters into a written agreement with District.

****END ARTICLE 16****

****END OF SECTION 00 72 00****

SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

The Work consists of force-main and bypass-connection improvements at Lift Stations T-1, T-2, and T-3 along Taylor Road on Bethel Island in unincorporated Contra Costa County. Each site contains an approximately 8-foot-inside-diameter wet well, existing pump-discharge piping, and existing ductile-iron and PVC force-main facilities.

The Contractor shall furnish all labor, materials, equipment, temporary facilities, bypass pumping, traffic control, excavation support, dewatering, testing, restoration, permits, and incidentals required to complete the improvements shown on the Plans and specified in the Contract Documents.

1.02 LIFT STATION T-1 WORK

- A.** Pothole and expose existing utilities and force-main facilities before finalizing excavation and connection locations.
- B.** Install a new 4-inch PVC C900 DR14 suction line from the existing wet well to a new bypass vault.
- C.** Install a new 4-inch PVC C900 DR14 discharge line from the bypass vault to the existing 6-inch force main.
- D.** Install the new bypass vault, isolation valves, valve cans, stainless-steel cam-lock connections, ductile-iron tee, 4-by-6-inch reducer, flange adapter, flexible coupling, restraints, pipe supports, and other appurtenances shown on Sheet M-01.
- E.** Core and seal the wet-well penetration in accordance with Detail 1 on Sheet M-04.
- F.** Protect the existing 4-inch ductile-iron pump-discharge manifold and other facilities designated to remain.

1.03 LIFT STATION T-2 WORK

- A.** Pothole and expose existing utilities and force-main facilities before finalizing excavation and connection locations.
- B.** Install the new bypass vault and new 4-inch PVC C900 DR14 bypass-discharge piping shown on Sheet M-02.
- C.** Install the isolation valve, valve can, stainless-steel cam-lock connection, ductile-iron tee, 4-by-6-inch reducer, flange adapter, flexible coupling, restraints, and other appurtenances shown on Sheet M-02.
- D.** Protect the existing 4-inch ductile-iron pump-discharge manifold, wet well, electrical pull box, control panel, and other facilities designated to remain.

1.04 LIFT STATION T-3 WORK

- A.** Remove the existing ductile-iron force-main segment and existing 4-inch isolation valve within the limits shown on Sheets D-03 and M-03.
- B.** Install new 4-inch PVC C900 DR14 piping and the flange adapter, flexible coupling, joint restraint, penetration seal, and other appurtenances shown on Sheet M-03.
- C.** Do not replace the removed isolation valve. No new permanent bypass vault is required at Lift Station T-3.
- D.** Protect the existing pump-discharge manifold, wet well, discharge manhole, electrical pull box, control panel, and other facilities designated to remain.

1.05 INCIDENTAL WORK

- A.** Temporary bypass pumping or other approved means to maintain uninterrupted wastewater service, except during approved shutdowns.
- B.** Utility locating, potholing, excavation, trench protection, dewatering, bedding, backfill, compaction, surface restoration, cleanup, and disposal.
- C.** Contra Costa County encroachment permit compliance and preparation and implementation of the required traffic-control plan.
- D.** Protection and restoration of pavement, roadside shoulders, drainage patterns, landscaping, monuments, benchmarks, and utilities.
- E.** Submittals, testing, record drawings, operations information for installed products, and warranty obligations.

PART 2 - PRODUCTS

Not used. Products are specified in the applicable technical sections and shown on the Plans.

PART 3 - EXECUTION

Perform the Work in the sequence accepted by the District and in a manner that maintains lift-station operation and public access. Do not commence demolition or make a force-main connection until required materials, temporary bypass equipment, personnel, permits, and contingency measures are onsite and ready for immediate use.

SECTION 01 14 00

WORK RESTRICTIONS AND OPERATIONAL COORDINATION

PART 1 - GENERAL

1.01 EXISTING FACILITIES IN SERVICE

- A.** The lift stations and force mains are active wastewater facilities and shall remain in operation throughout construction except during District-approved shutdown periods.
- B.** Coordinate all onsite activities with District operations personnel. Maintain safe access for District staff and emergency response at all times.
- C.** Do not operate valves, pumps, controls, or other District equipment without direct authorization from the District.

1.02 SHUTDOWN LIMITATIONS

- A.** Maximum shutdown time for each lift station is six hours unless a shorter period is directed by the District.
- B.** Provide not less than 10 calendar days written notice before each requested tie-in or shutdown, consistent with the General Notes on Sheet G-02.
- C.** Submit a detailed shutdown and tie-in plan not less than 10 calendar days before the requested shutdown. The District may require revisions or a rehearsal before approval.
- D.** A shutdown shall not begin until the District confirms that upstream conditions, available storage, staffing, weather, bypass equipment, and emergency response arrangements are acceptable.
- E.** If the Work cannot be completed within the approved shutdown period, immediately restore service using the approved contingency method at no additional cost to the District.

1.03 TEMPORARY BYPASS PUMPING

- A.** Design and provide a temporary bypass system when required to maintain continuous wastewater conveyance. The Contractor is responsible for bypass capacity, redundancy, controls, hoses, piping, fittings, fuel, staffing, monitoring, and spill prevention.
- B.** Submit calculations and equipment data demonstrating that the bypass system can convey the peak flow communicated by the District, including a suitable factor of safety.
- C.** Provide standby pumping capability or an immediately deployable backup unit of sufficient capacity whenever bypass pumping is in operation.
- D.** Secure and protect temporary hoses and piping from traffic, vandalism, movement, leakage, and damage. Do not create an obstruction or unsafe condition.
- E.** No wastewater shall be discharged to the ground, roadway, storm drain, ditch, or surface water. Immediately contain, report, and clean up any spill in accordance with District direction and applicable law.

1.04 TRAFFIC AND SITE ACCESS

- A.** Maintain access along Taylor Road and to adjacent properties in accordance with the County-approved traffic-control plan.
- B.** Provide signs, channelizers, flaggers, temporary barriers, and other controls required by the encroachment permit and applicable California standards.
- C.** Keep excavation, stockpiles, equipment, and temporary facilities outside the traveled way except as specifically authorized.
- D.** At the end of each workday, leave the site secure and free of unprotected hazards. Provide barricades, warning devices, and temporary surfacing as required.

PART 2 - PRODUCTS

Provide bypass and traffic-control equipment suitable for the intended service and compliant with applicable permit requirements.

PART 3 - EXECUTION

3.01 COORDINATION MEETING

Before commencing fieldwork, conduct a coordination meeting with the District, Engineer, Contractor superintendent, bypass-pumping lead, traffic-control lead, and affected subcontractors. Review site access, utility conflicts, shutdown sequencing, emergency contacts, permit conditions, and restoration requirements.

END OF SECTION

**SECTION 01 20 00
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 FINAL UNIT-PRICE SCHEDULE PENDING

The final unit-price Bid Schedule, estimated quantities, units of measurement, and corresponding measurement-and-payment requirements will be inserted after receipt and coordination of the final schedule from the Design Engineer. Before advertisement, Section 00 40 00, Section 00 52 00, and this Section 01 20 00 shall be checked to confirm that all item numbers, descriptions, quantities, units, and payment provisions are identical.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Requirements and procedures for submitting Shop Drawings, Product Data, Samples, other submittals relating to products, and as specified in individual sections.
- B. Submittals shall follow the procedures in this Section regardless of reference to this Section in the individual sections.
- C. All submittals shall be transmitted pursuant to Section 01 31 26, Web Based Construction Document Management.

1.02 REFERENCED SECTIONS:

- A. Section 00 72 00 – General Conditions
- B. Section 01 31 26 – Web Based Construction Document Management

1.03 DEFINITIONS

- A. Manufacturer's Instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product.
- B. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Work to illustrate some portion of the Work.
- C. Product Data: Illustrations, standard schedules, performance charts, brochures, diagrams, and other information to illustrate materials or equipment for some portion of the Work. Product Data will also include engineering calculations and related information, where specified. Product Data will also include engineering calculations and related information, where specified.
- D. Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- E. Special Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged, and will be incorporated in the Work.

1.04 PROCEDURES

- A. Within fifteen (15) calendar days after the Notice To Proceed, the Contractor shall submit a preliminary Schedules of Submittals which shall list each required submittal and the proposed times for submitting, reviewing, and processing each submittal.
- B. Contractor shall submit a preliminary Project Schedule for the project as specified in the General Conditions.
- C. Within thirty (30) calendar days after award of Contract, the Contractor shall submit all submittals required to start the project. The submittals should include but are not limited to the following items:
 - 1. Section 00 72 00 – Site-Specific Contractor Safety Program (SSCSP)
 - 2. Section 00 72 00, General Conditions, Article 8 - Progress of the Work and Time.

- D. Contractor shall be responsible for furnishing the remaining submittals identified in the Schedule of Submittals in sufficient time for approval action, including resubmittals, without delaying the project.
- E. Contractor shall be responsible for coordinating each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- F. No extension of Contract Time will be authorized due to a failure to transmit submittals sufficiently in advance of the Work to permit processing.
- G. Submittals shall be provided via PROCORE as described in Section 01 31 26. Submittals which cannot be provided electronically, such as samples or large binders, shall be delivered to the District's main office or to the Engineering office at the District's treatment plant, unless another mutually agreeable place is designated.
- H. Each submittal shall include a Submittal Transmittal Form, with the following additional information, where applicable:
 - 1. Subcontractor and major supplier.
 - 2. Reference submittal to Contract Documents by Drawing or detail.
 - 3. Variations from Contract Documents when variations are included in submittal.
- I. Each submittal shall be submitted using the District's Web Based Construction Document Management system in Section 01 31 26. Submit one electronic copy in a searchable Adobe Acrobat pdf format with bookmarks (tabs) for each separate components of the submittal. In addition, one full-size hard copy of any submittals as requested by the Construction Manager.
- J. Submittals and subsequent resubmittals shall be in the following format: XXXXX denotes the Specification Number, YY denotes the sequential number of submittals in that Specification Section, and "ZZ" indicates whether the submittal is an original or a resubmittal.
- K. Provide or furnish products and execute the Work in accordance with accepted submittals, unless in conflict with Contract Documents.
- L. When minor deviations from Contract Documents are accepted, modify Contract Documents in accordance with the Conditions of the Contract.
- M. Contractor to provide one (1) clean and conformed hard copy of each approved submittal to the Construction Manager.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show compliance with specified requirements.
- B. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions:
 - 1. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 - 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.
 - 3. Excise or cross out non-applicable information and clearly mark applicable information with citations to, and terminology consistent with Contract Documents. On catalog cuts, clearly mark the items to be used, including proposed options and alternatives.

- C. After completion of checking, verification, and revising; stamp, sign, and date submittals indicating review and approval by the Contractor; and submit to District:
 - 1. Stamp and signature indicates Contractor has satisfied shop drawing review responsibilities and constitutes Contractor's written approval of shop drawing.
 - 2. Shop drawings without Contractor's written approval will be returned for resubmission.
- D. Submittal Drawings: Submit drawings prepared in AutoCAD, latest version.
- E. Product Data and Manufacturer's Instructions: Submit one electronic copy.
- F. Samples: Submit two (2) samples labeled with reference to applicable Specification Section and submittal number. Label will be returned with reviewer's selection when appropriate, comments, and stamp. Samples will not be returned unless return is requested in writing and additional sample is submitted.
- G. Special Samples: Submit one (1) samples labeled with reference to applicable Contract Documents and submittal number. Samples and one (1) label will be returned for installation in the Work.
- H. Assume risk of expense and delays when proceeding with work related to required submittals without review and acceptance.
- I. Contractor to review all shop drawings submitted by Subcontractors for compliance with Contract Documents.
- J. Contractor to distribute additional sets of samples to subcontractors, suppliers, fabricators, installers, etc. as required for the performance of the Work. Must show distribution on transmittal forms.

1.06 PERFORMANCE SPECIFICATIONS AND CONTRACTOR DESIGNED WORK

- A. Work under this Contract may be specified by a combination of descriptive, performance, reference standard and proprietary specifications. In the event of conflict between any of the various specification methods used to specify a single item the order of precedence shall be the order in which the methods are listed in the preceding sentence. The terms used to describe types of Specifications are taken from the Construction Specification Institute (CSI) Handbook of Practice.
- B. Where Specifications are used to define the characteristics of Contractor designed systems, items or components, the Contractor shall be fully responsible to design, engineer, manufacture, and install the systems, items and components to meet the specified functional requirements, performance requirements, quality standards, durability standards and conditions of use as well as all applicable codes, regulations and referenced trade or industry standards. The Contractor shall perform such design by employing engineers licensed in the State in which the Work is being constructed. The Contractor's design submittals shall include calculations and assumptions on which the design is based and shall be stamped and signed by appropriately licensed engineers.
- C. Where performance type specifications are used or where pre-engineered or Contractor designed systems, elements, equipment or components are called for, the District, the Design Engineer and the Engineer shall have the right to rely on the Contractor's design. Favorable Review of the Contractor's design submittal shall be limited to acknowledgment that the design was prepared with the intent of meeting the specified performance criteria, but the Engineer's review shall not constitute a review of the design itself, of the designer's calculations, or of the effectiveness of the design in actually satisfying the specified criteria. Favorable review of the Contractor's design submittal shall not relieve the Contractor from full responsibility for the adequacy of the Contractor design.

1.07 OPERATION AND MAINTENANCE MANUALS

- A. Submit the Operation and Maintenance Manuals as specified in Contract Documents.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. Submit manufacturer's instructions wherever made available by manufacturers and when installation, erection, or application in accordance with manufacturer's instructions is required by the Specifications.
- B. Submit manufacturer's instructions prior to installation, erection, or application of equipment and other project components. Submit manufacturer's instructions in accordance with requirements for Product Data.

1.09 DISTRICT'S REVIEW

- A. District's review of submittals shall not release Contractor from Contractor's responsibility for performance or requirements of Contract Documents. Neither shall District's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work.
- B. Do not consider submittals as Contract Documents. Purpose of submittals is to demonstrate how Contractor intends to conform to the design concepts.
- C. District's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents:
 - 1. District's review does not extend to:
 - a. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - b. Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - c. Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
- D. Except as may be provided in subsequent specifications or specified herein, a submittal will be returned within thirty (30) calendar days after receipt:
 - 1. Submittals will be reviewed with appropriate comments as indicated below:
 - a. If the review indicates that the material, equipment, or work method complies with the project specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 - b. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
 - c. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT". Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked with "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
 - d. If the review indicates that the material, equipment, or work method does not comply with the project specifications, copies of the submittal will be

marked "REJECTED – SEE REMARKS". Submittals with deviations which have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

- e. Product Data submittals for information only:
 - 1) Such information is not subject to submittal review procedures and shall be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.
 - 2) Product data review status will be classified similarly to other submittals.
 - 2. When a submittal cannot be returned within that period, District will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
 - 3. A longer review duration will be required for large and complex submittals, particularly, but not limited to, those that require review by multiple engineering disciplines or where multiple sub-systems are part of a larger complex system. Identifications of submittals that are considered to be large and complex will be made jointly by the District and the Contractor.
 - E. Submittals returned as "REVISE AND RESUBMIT" contain specific attention in writing to revisions other than the corrections called for by the District on previous submittals. Rejected submittals contain remarks relative to further submittal. The resubmittal will be returned within thirty (30) calendar days after receipt.
 - F. All resubmittals must be complete and not piecemeal. If a resubmittal is required it shall be submitted in its entirety.
 - G. District will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
 - H. Costs incurred by District as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor. Reimbursement to District will be made by deducting such costs from Contractor's subsequent partial payments.
 - I. Costs incurred by unnecessary submittals, such as submitting on multiple products for the same requirement for the convenience of the Contractor, shall be borne by Contractor. Reimbursement to District will be made by deducting such costs from Contractor's subsequent partial payments.
- 1.10 MINOR OR INCIDENTAL PRODUCTS AND EQUIPMENT SCHEDULES
- A. Shop Drawings of minor or incidental fabricated products will not be required, unless requested.
 - B. Submit tabulated lists of minor or incidental products showing the names of the manufacturers and catalog numbers, with Product Data and Samples as required to determine acceptability.
- 1.11 SUBMITTALS FOR INFORMATION OR RECORD ONLY
- A. Submit one electronic copy.
 - B. Mill Test Reports:
 - 1. Submit one electronic copy of factory and mill test reports for record only.

2. Do not incorporate Products in the Work which have not passed testing and inspection satisfactorily.
3. Contractor shall pay for mill and factory tests.

1.12 PROJECT LIST OF SUBMITTALS

- A. The Contractor shall develop a comprehensive Master Submittal List of all specified submittals. The list shall be serially numbered in accordance with the appropriate specification section. The list shall be developed and submitted to the Construction Manager for review within fourteen (14) days following the Notice to Proceed. The Construction Manager will conduct a meeting to review the Master Submittal List with the Contractor within five (5) working days following receipt of the list.
- B. The Contractor shall develop a schedule for the submission and review of all specified submittals for the project. The schedule shall include individual activities for submission and review (and fabrication and delivery for equipment and material) for each submittal. The submittal schedule shall be a separate subnet of the CPM Construction Schedule with each submittal activity linked to the appropriate construction activity. Every projected submittal shall be listed and incorporated into the schedule.
- C. The Contractor shall meet at least once per month with the Construction Manager to review the status of all submittals. In addition, the Contractor shall develop and transmit monthly, a written list of the submittals which require review within the following ninety (90) days. The list of projected submittals shall include the estimated date of submission for each submittal and a reference Master Submittal List for each item to be included in the submittal.
- D. This section shall not supersede or modify any specific requirements for submittals or the submittal process described elsewhere in these specifications, but shall be a supplement to the existing requirements.

END OF SECTION

SECTION 01 33 05 PROJECT-SPECIFIC SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTAL REQUIREMENTS

Submit product data, shop drawings, procedures, calculations, and certifications sufficiently in advance of the Work to allow review without delaying construction. Review by the District or Engineer does not relieve the Contractor from responsibility for dimensions, quantities, fit, means and methods, safety, or compliance with the Contract Documents.

1.02 REQUIRED SUBMITTALS

- A.** Construction schedule identifying potholing, submittals, procurement, each lift-station shutdown, bypass setup, tie-ins, testing, and restoration.
- B.** Site-specific safety plan, trenching and shoring information, confined-space procedures, and competent-person designations.
- C.** Utility potholing and field-verification plan.
- D.** Temporary bypass pumping plan, calculations, pump curves, equipment list, alarm and monitoring plan, spill-response plan, and contingency plan.
- E.** Shutdown and tie-in plan for each lift station.
- F.** Contra Costa County encroachment permit and approved traffic-control plan.
- G.** PVC C900 pipe, gaskets, fittings, valves, restraints, couplings, adapters, cam-lock fittings, vaults, lids, valve cans, stainless-steel supports and hardware, penetration seals, grout, elastomeric sealant, and bedding materials.
- H.** Manufacturer installation instructions and torque requirements for restrained joints, couplings, flange adapters, flange gaskets, and cam-lock fittings.
- I.** Coating product data and repair procedures for Protecto 401-lined ductile-iron components.
- J.** Testing procedures and calibrated test-equipment certificates.
- K.** Restoration materials and proposed pavement or shoulder repair details where not fully defined by the permit.
- L.** Record drawings and closeout documentation.

1.03 SUBSTITUTION REQUESTS

Where the Plans identify a manufacturer or model followed by "or approved equal," submit complete comparative data demonstrating equal dimensions, materials, pressure rating, corrosion resistance, traffic loading, compatibility, maintainability, and performance. Do not assume approval of a proposed equal.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Do not order, fabricate, or install material subject to submittal review until the submittal has been accepted. Correct or replace Work installed before acceptance if it does not comply with the Contract Documents.

END OF SECTION

SECTION 01 33 10
REQUEST FOR INTERPRETATION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Prepare a Request for Interpretation (RFI) when additional information, clarification or interpretation of the Contract Documents is needed. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions. "Request for Interpretation" and "Request for Information" shall have the same meaning.
- B. RFIs shall be submitted to the Construction Manager immediately upon discovery, but no less than fifteen (15) days prior to the start date of the activities related to the clarification, based on the latest updated and accepted construction schedule. Any work undertaken prior to receipt of a RFI response shall be at the risk of Contractor.
- C. RFIs generated during submittal and shop drawing preparation must be submitted sufficiently in advance to not only allow for investigation and preparation of a response, but also for inclusion of the response into the submittal and shop drawing. Failure by the Contractor to provide sufficient time will not be cause for entitlement to a time extension.
- D. The Contractor is responsible for its cost to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, the Contractor will not be entitled to additional compensation.
- E. RFIs shall not use as submittals or for substitutes of material, equipment or for waiving of requirements.

1.02 REFERENCED SECTIONS

1.03 SUBMITTAL

- A. Before submitting each RFI, carefully review the following relevant information:
 - 1. Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - 2. Materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
 - 3. Information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.
 - 4. The coordination of each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - 5. The Contract Documents.
 - 6. The Project correspondence and documentation.
- B. RFIs shall be submitted by email or through the District-designated construction document management system. Each RFI shall address only one topic, item, issue, or system.
- C. RFIs shall clearly describe the problem and specifically state what is needed. Relevant portions of the Contract Documents shall be cited, marked-up and attached.

- D. Review each RFI before submitting and compare it with the Contract Documents to verify that a response is required. RFIs will only be accepted from the Contractor and not from subcontractors or suppliers.
- E. A recommendation or proposed solution may be included when appropriate or expedient.
- F. Known schedule or cost impacts shall be noted in the RFI.

1.04 RESPONSE

- A. The Construction Manager will respond in writing to an RFI from the Contractor within a reasonable amount of time, but no more than fifteen (15) calendar days following receipt of RFI from the Contractor. The Contractor shall indicate a priority for responses if more than five (5) RFIs are pending at the same time.
- B. The Construction Manager and/or Design Engineer's review of an RFI will be only to provide clarification and interpretation of the Contract Documents.
- C. The Contractor shall reply within ten (10) calendar days if there is disagreement concerning the RFI response.
- D. Subsequent resubmittals shall be identified with the same RFI number and a consecutive letter designation. Resubmittals shall clearly state the reason for resubmitting.
- E. RFIs will not be recognized or accepted, if in the opinion of the Construction Manager, one of the following conditions exists:
 - 1. The Contractor submits an RFI as a submittal.
 - 2. The Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thoroughly reviewing the documents. In this case, the Contractor shall be responsible for both the Construction Manager's and Design Consultant's administrative costs to process the RFI. Such costs may be deducted from the Contractor's progress payments.
 - 3. The Contractor submits the RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or be taken as an isolated portion of the Contract Documents in part rather than whole.
 - 4. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of work or related trades.
- F. The Construction Manager and/or Design Engineer's review shall not relieve the Contractor from the responsibility for a variation from the requirements of the Contract Documents unless the Contractor has in writing called attention to each such variation at the time of each RFI submittal and Construction Manager has given written approval of each such variation by specific written notation thereof incorporated in the RFI review; nor will any review by District relieve Contractor from responsibility for compliance with the requirements for careful review above.
- G. The Construction Manager and/or Design Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.
- H. The Construction Manager may furnish the Contractor with additional detailed written instructions to further explain the work, and such instructions shall be a part of the Contract Documents. Should additional detailed instructions in the opinion of the Contractor constitute work in excess of the scope of the Contract, the Contractor shall submit notification immediately and written notification thereof to the Construction Manager no more than seven (7) days following receipt of such instruction, and in any event prior to the commencement of work thereon. If the Construction Manager considers it justified, the

instructions of the Engineer will be revised, or a proposed change order will be issued for the Owner's consideration. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions unless the Contractor provides the Construction Manager written notice thereof within the time frame specified above. In addition, the Contractor shall within fifteen (15) days from the date of notification provide detailed justification and analysis as well as complete pricing and schedule CPM Construction Schedule analysis to support any request for time extension.

- I. The District's review shall not relieve the Contractor from the responsibility for a variation from the requirements of the Contract Documents unless the Contractor has in writing called attention to each such variation at the time of each RFI submittal and Construction Manager has given written approval of each such variation by specific written notation thereof incorporated in the RFI review; nor will any review by District relieve Contractor from responsibility for compliance with the requirements for careful review above.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL AND FIELD VERIFICATION

PART 1 - GENERAL

1.01 FIELD VERIFICATION

- A.** Dimensions, pipe materials, sizes, elevations, and utility locations shown on the Plans are based on available information and are approximate unless specifically indicated otherwise.
- B.** Pothole and expose existing facilities before fabrication or installation of connecting piping. Verify the actual connection geometry and immediately report discrepancies.
- C.** Notify the District and Engineer in writing within 48 hours after discovering a discrepancy, conflict, unknown condition, or condition that may affect the Work.
- D.** Do not scale dimensions from the Plans where a written dimension is provided. Obtain clarification before proceeding where dimensions are missing or inconsistent.

1.02 INSTALLER QUALIFICATIONS

- A.** Use personnel experienced in installation of pressure sewer piping, mechanical-joint restraints, couplings, valves, concrete vaults, and wet-well penetrations.
- B.** Perform pipe penetrations and sealing under the supervision of personnel experienced with the specified system and existing concrete structures.

1.03 INSPECTION AND TESTING

Provide access and assistance for District and Engineer observation. Correct defective materials, damaged coatings, improper alignment, leakage, inadequate support, insufficient compaction, and other nonconforming Work before concealment or acceptance.

PART 2 - PRODUCTS

Use new materials free from defects, damage, contamination, and deterioration. Store materials off the ground and protect gaskets, coatings, stainless-steel surfaces, and pipe ends from damage.

PART 3 - EXECUTION

3.01 RECORD DRAWINGS

- A.** Maintain a current set of record drawings in the field, marked in red to show actual installed conditions.
- B.** Record horizontal and vertical locations, pipe sizes and materials, fittings, valves, vaults, penetrations, and deviations from the Plans.
- C.** Provide updated record drawings with monthly progress-payment requests and submit final record drawings before release of retention.

END OF SECTION

SECTION 01 50 00
TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 ELECTRICAL SERVICE

- A. Provide adequate temporary electrical service as needed at a location acceptable to District.
- B. Provide jobsite distribution facilities conforming to applicable codes and safety regulations.
- C. Provide electric power required for construction, testing, general and security lighting, and other purposes.
- D. Meter power used through a meter that is separate from District electrical supply.

1.02 POTABLE WATER

- A. Furnish water used during construction, including potable water service. Keep water used for human consumption free from contamination and conform to the requirements of the State and local authorities for potable water.

1.03 NON-POTABLE WATER

- A. Furnish non-potable water as needed for construction and testing. Prevent water from entering streets, storm drains, creeks, or private property. Dispose of water in accordance with applicable permits and District direction.

1.04 TEMPORARY LIGHTING

- A. Provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting required by California OSHA standards.

1.05 HEATING AND VENTILATION

- A. Provide means for heating and ventilating work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers.

1.06 SANITARY CONVENIENCES

- A. Provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work, including sewer service. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work.
- B. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters.
- C. At the completion of the Work, remove sanitary conveniences. Contractor's personnel are not allowed to use District's facilities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 77 00 CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 SUBSTANTIAL COMPLETION

- A.** Complete all force-main connections, testing, restoration, cleanup, labeling, and correction of deficiencies.
- B.** Demonstrate that valves, cam-lock connections, lids, and access points are functional, accessible, secure, and acceptable to the District.
- C.** Remove temporary bypass systems, traffic controls, surplus materials, waste, and temporary facilities after authorization.

1.02 CLOSEOUT SUBMITTALS

- A.** Final record drawings.
- B.** Product data, warranties, and manufacturer instructions for valves, restraints, couplings, cam-lock fittings, vaults, lids, and penetration seals.
- C.** Test reports, compaction reports, inspection records, and permit closeout documentation.
- D.** Photographs of completed Work before backfill and after final restoration.
- E.** Written certification that the Work is complete and complies with the Contract Documents.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Restore each site to a condition equal to or better than its preconstruction condition, except where the Plans require a specific new condition. Obtain District acceptance before demobilization.

END OF SECTION

SECTION 02 41 13 SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.01 SCOPE

Selective demolition includes removal of existing pipe, valves, fittings, pavement, shoulder material, concrete, and other items specifically shown or required to make the new connections, while protecting facilities designated to remain.

1.02 SUBMITTALS

- A. Demolition and sequence plan coordinated with shutdown and bypass requirements.
- B. Proposed disposal facilities and documentation for regulated materials, if encountered.

PART 2 - PRODUCTS

Provide temporary caps, plugs, supports, barriers, covers, and protection materials suitable for the existing system and site conditions.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Confirm utilities and existing pipe limits by potholing before demolition.
- B. Verify that required replacement materials, fittings, restraints, gaskets, tools, bypass equipment, and contingency components are onsite before cutting existing piping.
- C. Drain and isolate piping in coordination with District personnel. Handle wastewater and residual solids in a sanitary manner.

3.02 DEMOLITION

- A. Remove only the portions shown or necessary for the new Work. Use cutting methods that do not damage facilities designated to remain.
- B. Protect existing wet wells, discharge manifolds, electrical pull boxes, control panels, valve cans, power poles, utilities, pavement, and landscaping.
- C. At T-3, remove the existing 4-inch isolation valve without replacement and remove the ductile-iron segment to the field-verified transition limits.
- D. Cap or plug open pipe ends immediately to prevent entry of soil, water, debris, or animals.

3.03 DISPOSAL

Remove demolished materials from the site and dispose of them legally. Items identified by the District for salvage remain District property and shall be delivered to the location directed by the District.

END OF SECTION

SECTION 31 23 16 EXCAVATION, TRENCHING, AND SHORING

PART 1 - GENERAL

1.01 REFERENCES

- A. Applicable Cal/OSHA excavation, trenching, shoring, and confined-space requirements.
- B. Central Contra Costa Sanitary District Standard Plan 20-01, Trench Details, as referenced on Sheets M-01 through M-03 and reproduced on Sheet M-04.
- C. Contra Costa County encroachment permit requirements.

1.02 SAFETY

The Contractor is solely responsible for excavation safety, protective systems, competent-person inspections, access, atmospheric testing where required, and protection of workers and the public. Submit permits required for trenches 5 feet or deeper before construction.

PART 2 - PRODUCTS

2.01 BEDDING AND BACKFILL MATERIALS

- A. Pipe bedding and trench materials shall comply with the referenced standard trench detail and permit requirements.
- B. Provide clean 3/4-inch crushed rock beneath bypass boxes as shown on the Plans. Install a 6-inch-thick layer extending at least 6 inches beyond the box footprint on all sides.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavate to the lines and grades required for the Work while minimizing disturbance.
- B. Provide sufficient working room for joint assembly, coating inspection, pipe support, compaction, and testing.
- C. Do not undermine existing wet wells, pull boxes, pavement, poles, utilities, or structures. Provide support and protection as required.
- D. Stockpile excavated materials only in approved locations and maintain drainage and access.

3.02 TRENCH PROTECTION

Design, install, maintain, and remove shoring, shielding, sloping, benching, or other protective systems in accordance with applicable law. Prevent movement or damage to adjacent facilities and pavement.

END OF SECTION

SECTION 31 23 19 DEWATERING

PART 1 - GENERAL

1.01 SCOPE

Provide dewatering necessary to maintain excavations in a stable, dry condition suitable for pipe installation, joint assembly, bedding, concrete placement, testing, and backfill. Groundwater is anticipated at approximately 3 feet below grade.

1.02 SUBMITTALS

- A.** Dewatering plan describing equipment, standby provisions, discharge location, sediment controls, monitoring, and contingency measures.
- B.** Permits or written approvals required for discharge or disposal of water.

PART 2 - PRODUCTS

Provide pumps, well points, sumps, hoses, piping, filters, tanks, power, and standby equipment suitable for the anticipated groundwater and excavation depth.

PART 3 - EXECUTION

- A.** Prevent groundwater from entering pipe joints, bedding, concrete, vaults, and wet-well penetrations.
- B.** Operate dewatering continuously when interruption could cause instability, flooding, settlement, or damage.
- C.** Do not discharge turbid water, sewage, chlorinated water, or contaminated water to the roadway, storm drainage system, or surface waters.
- D.** Prevent settlement or migration of fines beneath adjacent pavement, structures, and utilities.
- E.** Continue dewatering until backfill and restoration have progressed sufficiently to prevent damage.

END OF SECTION

SECTION 31 23 23 BACKFILL, COMPACTION, AND SURFACE RESTORATION

PART 1 - GENERAL

1.01 SCOPE

Provide bedding, trench-zone material, backfill, compaction, aggregate base, concrete, pavement, shoulder restoration, grading, and drainage restoration required by the Plans, the referenced standard trench detail, and the encroachment permit.

PART 2 - PRODUCTS

- A.** Bedding and pipe-zone material: clean, durable, free-draining material complying with the standard trench detail.
- B.** Backfill: approved native or imported material free of organic matter, debris, oversized rock, and deleterious material.
- C.** Aggregate base, asphalt concrete, concrete, and surface materials: comply with the County permit and existing adjacent construction.

PART 3 - EXECUTION

3.01 PIPE BEDDING AND INITIAL BACKFILL

- A.** Place bedding on a stable foundation and shape it to provide continuous support.
- B.** Place and compact haunching evenly on both sides of pipe. Do not displace or damage pipe, joints, restraints, coatings, or penetrations.
- C.** Use hand methods or suitable small compaction equipment within the pipe zone.

3.02 BACKFILL AND COMPACTION

- A.** Place backfill in uniform lifts and compact to the requirements of the standard trench detail and County permit.
- B.** Do not backfill until the District or Engineer has had an opportunity to observe piping, joints, restraints, supports, bedding, and penetrations.
- C.** Provide field density testing by an accepted testing agency where required. Correct areas failing to meet the specified compaction.

3.03 VAULT AND VALVE-CAN FINISH GRADE

- A.** Set vault lids and valve cans to the grades shown or directed.
- B.** Concrete valve boxes and valve cans to grade as indicated on the Plans.
- C.** Grade surrounding surfaces to drain away from vaults and valve cans. Do not create high points or depressions that obstruct existing stormwater drainage.

3.04 RESTORATION

Restore pavement, aggregate shoulders, roadside areas, landscaping, drainage, striping, and other disturbed features to match adjacent conditions and comply with the encroachment permit. Replace damaged features at no additional cost.

END OF SECTION

SECTION 33 05 13 UTILITY POTHOLING AND EXISTING UTILITY PROTECTION

PART 1 - GENERAL

1.01 SCOPE

Locate, mark, pothole, expose, support, and protect existing underground utilities and structures that may affect the Work. Potholing is required as needed to install the proposed design and to verify force-main transition limits.

1.02 NOTIFICATIONS

- A.** Notify Underground Service Alert at least two working days before excavation, or as otherwise required by law.
- B.** Coordinate with the District for location of District-owned facilities that may not be included in public utility markouts.

PART 2 - PRODUCTS

Use vacuum excavation or other non-destructive methods near known or suspected utilities unless otherwise accepted. Provide temporary supports, sheeting, padding, and protective materials as required.

PART 3 - EXECUTION

- A.** Field verify the horizontal and vertical location, size, material, and condition of existing utilities before excavation with mechanical equipment in the conflict area.
- B.** The available utility information is approximate and does not relieve the Contractor from responsibility for locating and protecting utilities.
- C.** Immediately notify the District and utility owner of damage. Repair damage to the satisfaction of the owner at no additional cost.
- D.** Maintain required utility clearances and provide support where excavation exposes or undermines an existing facility.

END OF SECTION

SECTION 33 14 13

PVC C900 FORCE-MAIN PIPING

PART 1 - GENERAL

1.01 REFERENCES

- A. AWWA C900, Polyvinyl Chloride Pressure Pipe and Fabricated Fittings.
- B. AWWA C605, Underground Installation of Polyvinyl Chloride Pressure Pipe and Fittings.
- C. ASTM D3139 and ASTM F477 for gasketed joints and elastomeric seals, as applicable.

1.02 SUBMITTALS

- A. Pipe manufacturer, dimensions, DR, pressure rating, gasket data, and installation instructions.
- B. Certification that pipe is new, suitable for wastewater force-main service, and complies with the specified standard.

PART 2 - PRODUCTS

2.01 PVC PIPE

- A. PVC pressure pipe shall be AWWA C900, DR14, 4-inch nominal diameter unless another size is shown.
- B. Pipe shall have gasketed bell-and-spigot joints except where mechanical-joint, flanged, or coupling connections are shown.
- C. Provide compatible gaskets suitable for wastewater service and the anticipated operating conditions.
- D. Pipe color and marking shall comply with the District standard requirements for sewer force mains.

2.02 MECHANICAL-JOINT CONNECTIONS

Connect C900 pipe using 4-inch ductile-iron mechanical-joint fittings where shown. Provide transition gaskets, glands, restraints, and accessories compatible with the actual pipe outside diameter and fitting configuration.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect pipe and gaskets before installation. Remove damaged, cracked, gouged, contaminated, or out-of-round material from the site.
- B. Install pipe to the lines and grades shown, with continuous bearing and without excessive deflection.
- C. Keep pipe interiors clean and dry. Cap open ends whenever installation is not in progress.
- D. Cut pipe square using tools recommended by the manufacturer. Bevel and mark insertion depth as required.
- E. Do not use petroleum-based lubricants. Use only manufacturer-approved lubricant.
- F. Provide adequate clearance around joints for assembly, inspection, and restraint installation.

3.02 ALIGNMENT AND GRADE

- A. Avoid unintended high points and low points that may trap air, collect solids, or interfere with drainage.
- B. At T-1, maintain the suction-line depth at the wet-well penetration not less than 4 feet 3 inches, as shown on Sheet M-01, to avoid interference with the identified wet-well dowel.
- C. Approximate existing force-main invert depths shown on the Plans are about 7 feet at T-1, 6.5 feet at T-2, and 5 feet at T-3. Field verify before fabrication and excavation.

END OF SECTION

SECTION 33 14 16 DUCTILE-IRON FITTINGS AND JOINT RESTRAINTS

PART 1 - GENERAL

1.01 REFERENCES

- A. AWWA C110 or AWWA C153 for ductile-iron fittings, as applicable.
- B. AWWA C111 for rubber-gasket joints for ductile-iron pressure pipe and fittings.
- C. Manufacturer requirements for Protecto 401 lining and field repair.

PART 2 - PRODUCTS

2.01 DUCTILE-IRON COMPONENTS

- A. Ductile-iron pipe and fittings shall be Pressure Class 350 unless otherwise shown.
- B. All ductile-iron components in wastewater service shall be internally coated with Protecto 401 ceramic epoxy or approved equal.
- C. Buried ductile-iron components shall be polyethylene encased or wrapped in plastic as shown on the Plans and required by District standards.
- D. Provide the 4-by-6-inch reducers and 4-inch flanged ductile-iron tees shown on the Plans, with Protecto 401 lining.

2.02 JOINT RESTRAINTS

- A. Restrained mechanical joints shall use EBAA Iron Series 2000PV MegaLug restraints or approved equal.
- B. Restraints shall be specifically rated for PVC C900 pipe of the installed diameter and DR and shall include all required glands, gaskets, bolts, and accessories.
- C. Provide restraint throughout the limits indicated on the Plans and where required to resist thrust at fittings, valves, couplings, and transitions.

2.03 HARDWARE AND GASKETS

- A. All exposed and buried hardware associated with the new Work shall be Type 316 stainless steel unless otherwise shown.
- B. Flanged connections shall use Garlock flange gaskets or approved equal, unless the connected-product manufacturer requires another gasket.

PART 3 - EXECUTION

- A. Install fittings, glands, gaskets, bolts, and restraints in accordance with manufacturer instructions and specified torque values.
- B. Use calibrated torque wrenches where required. Recheck torque after initial assembly and before backfill when recommended.
- C. Repair damaged internal or external coatings using the coating manufacturer's accepted repair system before installation or backfill.
- D. Do not use fittings or restraints that are incompatible with the actual pipe outside diameter or joint geometry.

END OF SECTION

SECTION 33 14 19

VALVES, COUPLINGS, VAULTS, AND BYPASS CONNECTIONS

PART 1 - GENERAL

1.01 SUBMITTALS

Submit product data, dimensional drawings, materials, pressure ratings, traffic ratings, coatings, installation instructions, and compatibility information for each valve, coupling, adapter, cam-lock fitting, vault, lid, valve can, and support.

PART 2 - PRODUCTS

2.01 ISOLATION VALVES

- A. New isolation valves shall be 4-inch Mueller mechanical-joint gate valves or approved equal.
- B. Valves shall be suitable for buried wastewater force-main service and the pressure class of the connected piping.
- C. Provide operating nut, mechanical-joint ends, restrained connections, corrosion-resistant coating, and accessories required for a complete installation.

2.02 VALVE CANS

Provide Christy G5 valve cans or approved equal, installed in accordance with manufacturer recommendations. Set covers to final grade and provide concrete collars where shown or required.

2.03 BYPASS VAULTS

- A. Provide Christy B1730 boxes with B1730-51HJ lids or approved equal at T-1 and T-2.
- B. Vaults and lids shall be suitable for the installed location, anticipated traffic exposure, soil loading, groundwater, and access requirements.
- C. Provide a minimum 6-inch-thick 3/4-inch crushed-rock foundation extending at least 6 inches beyond the vault footprint.
- D. Set lids flush with the required grade and grade surrounding surfaces to drain away from the vault.

2.04 CAM-LOCK CONNECTIONS

- A. Provide 4-inch Type 316 stainless-steel cam-lock adapters, Dixon 4000 DL-SS with Dixon 4000-DP-SS-4 dust plugs, or approved equal.
- B. Cam-lock fittings shall be compatible with the District's portable bypass equipment and provide a secure, leak-resistant connection.
- C. Provide caps or plugs with stainless-steel retention chains or other accepted means to prevent loss.

2.05 COUPLINGS AND FLANGE ADAPTERS

- A. Provide Hymax Grip 4-inch flange adapters or approved equal where shown.
- B. Provide Romac 501 flexible couplings in the diameters shown: 6-inch at T-1 and T-2 and 4-inch at T-3, or approved equal.
- C. Verify actual pipe outside diameters before ordering. Couplings and adapters shall accommodate the connected materials and provide the required pressure rating and restraint.

2.06 PIPE SUPPORTS

Provide fabricated 4-inch Type 316 stainless-steel pipe brackets at T-1 and other locations shown. Supports shall be designed and installed to resist operating, dead, and connection loads without overstressing piping or structures.

PART 3 - EXECUTION

- A. Install valves, vaults, valve cans, couplings, and adapters in accordance with manufacturer recommendations and the Plans.
- B. Orient operating nuts and cam-lock fittings for safe and unobstructed access.
- C. Support piping so that valves, flanges, couplings, penetrations, and vault walls do not carry unintended loads.
- D. Protect sealing surfaces and stainless-steel components from concrete, soil, impact, and contamination.

END OF SECTION

SECTION 33 14 23

WET-WELL PENETRATIONS AND CONNECTIONS TO EXISTING FACILITIES

PART 1 - GENERAL

1.01 SCOPE

Provide core-drilled penetrations, mechanical seals, annular-space sealing, grout, transitions, and connections to existing wet wells and force mains as shown on the Plans. Coordinate locations to avoid reinforcement, existing piping, electrical facilities, and structural conflicts.

1.02 SUBMITTALS

- A. Proposed penetration location and elevation based on field verification.
- B. Core-drilling method, reinforcing scan method, and procedures to protect the wet well.
- C. Mechanical seal, elastomeric sealant, non-shrink grout, and backing-material product data.
- D. Connection and tie-in sequence.

PART 2 - PRODUCTS

2.01 PENETRATION SEAL SYSTEM

- A. Provide an adjustable rubber mechanical seal with Type 316 stainless-steel hardware, such as Link-Seal or an accepted equivalent sized for the pipe and cored opening.
- B. Provide polyurethane rope-type filler, non-shrink grout, and gun-grade elastomeric sealant compatible with concrete, pipe, groundwater, and wastewater exposure.
- C. Materials shall comply with Detail 1 on Sheet M-04 and manufacturer requirements.

PART 3 - EXECUTION

3.01 WET-WELL PENETRATIONS

- A. Locate reinforcement and embedded items using non-destructive scanning before coring. Do not cut reinforcement without written approval from the Engineer of Record.
- B. Core-drill the existing concrete; do not use impact methods that could crack or damage the structure.
- C. At T-1, maintain the minimum pipe depth and clearance shown on Sheet M-01 to avoid interference with the identified No. 4 dowel.
- D. Prepare the annular space and install filler, grout, mechanical seal, and elastomeric sealant in accordance with Detail 1 on Sheet M-04.
- E. Provide a watertight installation without damaging the existing structure or coating. Repair damage as directed.

3.02 CONNECTIONS TO EXISTING PIPE

- A. Field verify material, diameter, outside diameter, alignment, elevation, and condition of existing pipe before fabrication or ordering final connection components.
- B. Cut existing pipe square and prepare surfaces in accordance with coupling and adapter manufacturer instructions.
- C. Prevent movement of existing piping during cutting and connection. Provide temporary and permanent support as required.
- D. Complete each tie-in within the approved shutdown period and immediately restore service.

END OF SECTION

SECTION 33 14 26 TESTING, STARTUP, AND ACCEPTANCE

PART 1 - GENERAL

1.01 SCOPE

Test and inspect new piping, valves, fittings, couplings, restraints, cam-lock connections, vaults, and penetrations before acceptance. Provide labor, temporary connections, test pumps, gauges, water, containment, and disposal required for testing.

1.02 SUBMITTALS

- A.** Testing plan identifying test limits, test medium, pressure, duration, gauge range, temporary restraints, air removal, safety controls, and acceptance criteria.
- B.** Calibration certificates for pressure gauges and test instruments.
- C.** Final test reports signed by the Contractor and witnessed by the District or Engineer when requested.

PART 2 - PRODUCTS

Provide clean test water and calibrated gauges with a range that places the specified test pressure within the middle portion of the scale. Provide temporary plugs, caps, restraints, hoses, backflow protection, and containment suitable for the test pressure.

PART 3 - EXECUTION

3.01 PRE-TEST INSPECTION

- A.** Inspect alignment, supports, joint assembly, restraint installation, valve orientation, coatings, gaskets, cam-lock plugs, and penetrations.
- B.** Do not conceal joints and connections until observation and testing have been completed, unless otherwise accepted.
- C.** Remove air from the test section and protect personnel from pressurized components.

3.02 PRESSURE AND LEAKAGE TESTING

Unless otherwise approved in the final testing procedure, test each completed section before placing it in permanent service. Repair or replace leaking, damaged, or defective components and repeat the test until accepted.

3.03 FUNCTIONAL VERIFICATION

- A.** Operate each new isolation valve through its full travel and verify accessible operation from final grade.
- B.** Verify that cam-lock fittings connect securely to District equipment and that caps or plugs seat and retain properly.
- C.** Confirm vault and valve-can access, lid fit, drainage, and final grade.
- D.** Verify no visible leakage at flanges, couplings, mechanical joints, restraints, penetrations, or existing-pipe connections during operation.

3.04 CLEANING AND RETURN TO SERVICE

- A.** Remove dirt, cuttings, debris, test water, and foreign material from piping and vaults.
- B.** Dispose of test water and wastewater in a manner accepted by the District and permitted by law.
- C.** Return facilities to service only under District direction. Observe operation for the period directed and correct leakage or abnormal conditions.

END OF SECTION

IRONHOUSE SANITARY DISTRICT
CONTRA COSTA COUNTY, CALIFORNIA

PROJECT-SPECIFIC TECHNICAL SPECIFICATIONS
FOR THE CONSTRUCTION OF THE
TAYLOR ROAD LIFT STATION IMPROVEMENTS

PROJECT NO. ISD-CS26-03

REVIEWED BY THE ENGINEER OF RECORD

July 2026

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END OF SECTION

SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

The Work consists of force-main and bypass-connection improvements at Lift Stations T-1, T-2, and T-3 along Taylor Road on Bethel Island in unincorporated Contra Costa County. Each site contains an approximately 8-foot-inside-diameter wet well, existing pump-discharge piping, and existing ductile-iron and PVC force-main facilities.

The Contractor shall furnish all labor, materials, equipment, temporary facilities, bypass pumping, traffic control, excavation support, dewatering, testing, restoration, permits, and incidentals required to complete the improvements shown on the Plans and specified in the Contract Documents.

1.02 LIFT STATION T-1 WORK

- A. Pothole and expose existing utilities and force-main facilities before finalizing excavation and connection locations.
- B. Install a new 4-inch PVC C900 DR14 suction line from the existing wet well to a new bypass vault.
- C. Install a new 4-inch PVC C900 DR14 discharge line from the bypass vault to the existing 6-inch force main.
- D. Install the new bypass vault, isolation valves, valve cans, stainless-steel cam-lock connections, ductile-iron tee, 4-by-6-inch reducer, flange adapter, flexible coupling, restraints, pipe supports, and other appurtenances shown on Sheet M-01.
- E. Core and seal the wet-well penetration in accordance with Detail 1 on Sheet M-04.
- F. Protect the existing 4-inch ductile-iron pump-discharge manifold and other facilities designated to remain.

1.03 LIFT STATION T-2 WORK

- A. Pothole and expose existing utilities and force-main facilities before finalizing excavation and connection locations.
- B. Install the new bypass vault and new 4-inch PVC C900 DR14 bypass-discharge piping shown on Sheet M-02.
- C. Install the isolation valve, valve can, stainless-steel cam-lock connection, ductile-iron tee, 4-by-6-inch reducer, flange adapter, flexible coupling, restraints, and other appurtenances shown on Sheet M-02.
- D. Protect the existing 4-inch ductile-iron pump-discharge manifold, wet well, electrical pull box, control panel, and other facilities designated to remain.

1.04 LIFT STATION T-3 WORK

- A. Remove the existing ductile-iron force-main segment and existing 4-inch isolation valve within the limits shown on Sheets D-03 and M-03.
- B. Install new 4-inch PVC C900 DR14 piping and the flange adapter, flexible coupling, joint restraint, penetration seal, and other appurtenances shown on Sheet M-03.
- C. Do not replace the removed isolation valve. No new permanent bypass vault is required at Lift Station T-3.
- D. Protect the existing pump-discharge manifold, wet well, discharge manhole, electrical pull box, control panel, and other facilities designated to remain.

1.05 INCIDENTAL WORK

- A. Temporary bypass pumping or other approved means to maintain uninterrupted wastewater service, except during approved shutdowns.

- B.** Utility locating, potholing, excavation, trench protection, dewatering, bedding, backfill, compaction, surface restoration, cleanup, and disposal.
- C.** Contra Costa County encroachment permit compliance and preparation and implementation of the required traffic-control plan.
- D.** Protection and restoration of pavement, roadside shoulders, drainage patterns, landscaping, monuments, benchmarks, and utilities.
- E.** Submittals, testing, record drawings, operations information for installed products, and warranty obligations.

PART 2 - PRODUCTS

Not used. Products are specified in the applicable technical sections and shown on the Plans.

PART 3 - EXECUTION

Perform the Work in the sequence accepted by the District and in a manner that maintains lift-station operation and public access. Do not commence demolition or make a force-main connection until required materials, temporary bypass equipment, personnel, permits, and contingency measures are onsite and ready for immediate use.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS AND OPERATIONAL COORDINATION

PART 1 - GENERAL

1.01 EXISTING FACILITIES IN SERVICE

- A.** The lift stations and force mains are active wastewater facilities and shall remain in operation throughout construction except during District-approved shutdown periods.
- B.** Coordinate all onsite activities with District operations personnel. Maintain safe access for District staff and emergency response at all times.
- C.** Do not operate valves, pumps, controls, or other District equipment without direct authorization from the District.

1.02 SHUTDOWN LIMITATIONS

- A.** Maximum shutdown time for each lift station is six hours unless a shorter period is directed by the District.
- B.** Provide not less than 10 calendar days written notice before each requested tie-in or shutdown, consistent with the General Notes on Sheet G-02.
- C.** Submit a detailed shutdown and tie-in plan not less than 10 calendar days before the requested shutdown. The District may require revisions or a rehearsal before approval.
- D.** A shutdown shall not begin until the District confirms that upstream conditions, available storage, staffing, weather, bypass equipment, and emergency response arrangements are acceptable.
- E.** If the Work cannot be completed within the approved shutdown period, immediately restore service using the approved contingency method at no additional cost to the District.

1.03 TEMPORARY BYPASS PUMPING

- A.** Design and provide a temporary bypass system when required to maintain continuous wastewater conveyance. The Contractor is responsible for bypass capacity, redundancy, controls, hoses, piping, fittings, fuel, staffing, monitoring, and spill prevention.
- B.** Submit calculations and equipment data demonstrating that the bypass system can convey the peak flow communicated by the District, including a suitable factor of safety.
- C.** Provide standby pumping capability or an immediately deployable backup unit of sufficient capacity whenever bypass pumping is in operation.
- D.** Secure and protect temporary hoses and piping from traffic, vandalism, movement, leakage, and damage. Do not create an obstruction or unsafe condition.
- E.** No wastewater shall be discharged to the ground, roadway, storm drain, ditch, or surface water. Immediately contain, report, and clean up any spill in accordance with District direction and applicable law.
- F.** The peak design flow is 352 gpm, corresponding to an 8" VCP sewer flowing full. The capacity of the bypass pump should be at least 400 gpm in order to bypass the design flow with a factor of safety.
- G.** Power may be provided from a portable generator or the pumps may be diesel powered.
- H.** The Contractor shall perform the necessary maintenance and repairs on the pumped bypass system, and exercise and ensure the operation of the backup pump.

1.04 MONITORING

- A.** The Contractor shall continuously monitor the flow levels downstream and upstream of the construction location to detect any possible failure that may cause a wastewater backup and spill. The Contractor shall include the means and methods of monitoring the flow in the Sewer Bypassing Plan. This plan may include the use of audible alarm floats.
- B.** The Contractor shall continuously (while in use) monitor the operation of the bypass system and all impacted facilities. The Contractor shall submit, as part of their Bypass Pumping Plan, their

system monitoring procedure and frequency. The Contractor shall maintain a log of the monitoring in a manner acceptable to the Owner.

- C. The Contractor shall routinely inspect and maintain the bypass system. The Contractor shall submit as part of their Bypassing Plan their maintenance procedures and frequency. The Contractor shall maintain a log of all pertinent inspection, cleaning, maintenance and repair records in a manner acceptable to the Owner.

1.05 FIELD QUALITY CONTROL

- A. In case of a wastewater spill, the Contractor shall act immediately, within two (2) hours – without instructions from the Owner – to control the spill and take all appropriate steps to contain it in accordance with their Spill Response Plan.
- B. The Contractor shall immediately notify the Owner representatives of the wastewater spill(s) and all remedial actions taken.
- C. The Contractor shall, within 24 hours from the occurrence of the spill, submit to the Owner a draft written report describing the following information related to the spill: the date and time; the duration; the cause; the type of remedial and/or preventive actions taken; and the water body impacted and results of any necessary monitoring. The Owner will review the draft report, and if revisions are required, the Contractor shall make those revisions and submit the final report to the Owner within 24 hours of the receipt of comments.
- D. The Owner may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order or regulation. The Contractor shall be responsible for all costs incurred for the corrective actions.
- E. Prior to the full operation of the bypass system, the Contractor shall demonstrate, to the satisfaction of the Owner, that both the primary and backup bypass pumps and complete system are fully functional and adequate, and shall certify the same, in writing, in a manner acceptable to the Owner.
- F. It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Emergency Spill and Response Plan, to be maintained and followed at the Site.
- G. The Contractor shall exercise care not to damage existing public and private improvements, interrupt existing services and/or facility operations which may cause a wastewater spill. Any reasonably anticipated utility and/or improvement which is damaged by the Contractor shall be immediately repaired at the Contractor's expense. In the event that the Contractor damages an existing utility or interrupts an existing service which causes a wastewater spill, the Contractor shall immediately notify the Owner representatives. The Contractor shall request and obtain from the Owner an emergency roster of the designated Owner representatives with their respective telephone numbers, pager numbers, and cellular phone numbers. The Contractor shall take all measures necessary to prevent further damage or service interruption, and to control, contain and clean up the resultant impacts of the damage, service interruption and any resulting wastewater spill(s).

1.06 TRAFFIC AND SITE ACCESS

- A. Maintain access along Taylor Road and to adjacent properties in accordance with the County-approved traffic-control plan.
- B. Provide signs, channelizers, flaggers, temporary barriers, and other controls required by the encroachment permit and applicable California standards.
- C. Keep excavation, stockpiles, equipment, and temporary facilities outside the traveled way except as specifically authorized.
- D. At the end of each workday, leave the site secure and free of unprotected hazards. Provide barricades, warning devices, and temporary surfacing as required.

PART 2 - PRODUCTS

Provide bypass and traffic-control equipment suitable for the intended service and compliant with applicable permit requirements.

PART 3 - EXECUTION

3.01 COORDINATION MEETING

Before commencing fieldwork, conduct a coordination meeting with the District, Engineer, Contractor superintendent, bypass-pumping lead, traffic-control lead, and affected subcontractors. Review site access, utility conflicts, shutdown sequencing, emergency contacts, permit conditions, and restoration requirements.

END OF SECTION

SECTION 01 20 00

MEASUREMENT AND PAYMENT

GENERAL

SUBMITTALS

Submit Schedule of Values within 15 days following the effective date of Notice to Proceed.

Upon request, support prices with data which will substantiate their correctness.

SCHEDULE OF VALUES

The Contractor shall submit a Schedule of Values for each Bid Item identified in the Bid Schedule for the major components of the Work at the Preconstruction Conference. The listing shall include, at a minimum, the proposed value for the major work components associated with the Bid Schedule.

PAYMENT

Payment for Unit Price Items

Payment for a unit price bid item shall be based upon the amount shown in the bid schedule multiplied by the total quantity measurement of the item and shall be full compensation for furnishing all supervision, planning, labor, transportation, materials, equipment, tools and appurtenances required for construction of the item complete in place in accordance with the Plans and Specifications.

Payment for Lump Sum Items

Payment for lump sum bid items shall be based upon the amount shown in the bid schedule and shall be full compensation for furnishing all supervision, planning, labor, transportation, materials, equipment, tools and appurtenances required for construction of the unit of work complete in place in accordance with the Plans and Specifications.

Provide schedule of values for lump sum items as required by the District.

Work Not Listed in the Bid Schedule

Costs for related work and appurtenances which are required and/or implied by the General Provisions, Technical Specifications, Special Provisions and Plans and are not listed as separate bid items, but are necessary to complete the project, shall be included in the appropriate bid item or items within the proposal.

The quantities listed in the Bid schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Payment for the various items of the Bid Proposal, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor and services, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) as administered by the state of California (CAL-OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Proposal, and all costs therefor shall be included in the prices named in the Bid Proposal for the various appurtenant items of Work.

MEASUREMENTS

Measurement for unit price quantities shall be based upon the appropriate bid item in the proposal. The actual quantity of measurement shall be as constructed by the Contractor in place, in conformance with the Plans and Specifications.

Linear Measurements: Measurement for pipelines and trenches shall be made in feet, horizontally and/or vertically along the centerline of the pipeline and related facilities through tees, bends, valves, fittings and as shown on the Plans for its limits or as otherwise specified in the Special Provisions.

Area Measurements: Measurement for bid items involving area units shall be based upon the surface area measured in acres, square yards, square feet, or as indicated in the bid item.

Volume Measurements: Measurement for bid items involving volume units shall be based upon the volume measured in cubic yards, tons, or as indicated in the bid item.

Unit Measurements: Measurement for bid items involving units of the item shall be based upon the number of units counted as indicated in the bid item.

Lump Sum Measurements: Measurement for a lump sum bid item shall be considered as a complete project or a portion of a project constituting a unit. The items to be included in the lump sum bid shall be as specified in the proposal bid item.

TESTING

Party responsible for payment for testing is identified in individual sections under tests required. Where specifications are silent regarding responsible party paying for tests, costs of first tests will be paid by the District.

If testing or inspection indicates failure of a material or procedure to meet Contract Document requirements, the District will backcharge the Contractor for retesting and re-inspection costs incurred by testing or inspection agency of the District's choice.

Additional tests and inspections not specified herein, but requested by the District, will be paid for by the District, unless result of such tests and inspections are found to not comply with Contract Documents. In which case, the District will pay all costs for initial testing as well as retesting and re-inspection and backcharge the Contractor for retesting and re-inspection.

Costs for additional tests or inspections required because of change in materials being provided, or change of source of supply, shall be paid by the Contractor direct to the testing laboratory.

Cost of testing, which is required solely for convenience of the Contractor's scheduling and performance of Work, shall be borne by the Contractor.

The Contractor shall pay all costs for correcting deficiencies.

PRODUCTS (NOT USED)

EXECUTION

GENERAL

The Contractor shall provide all labor, materials, equipment and incidentals for the work described within these specifications and construction drawings. Payment for each bid item shall be included in the contract unit price or lump sum price shown on the Bidder's proposal. Measurement for payment of lump sum items will be based on the component parts listed in the Bid Items, as required in this specification. Payment for component parts will be based on the Schedule of Values approved by the District. The cost breakdown shall include quantities and items aggregating the Bid Item in payments during construction. All measurements of quantities shall be approved by the District. Payment for each bid item shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work as shown on the construction drawings and within these specifications, and no additional compensation shall be allowed. This includes the cost of work not specifically listed in the Bid Schedule or Schedule of Values but is necessary to complete the project as described and shown in the Contract Documents. Work for which no separate payment has been provided will be considered a subsidiary obligation of the Contractor, and the cost therefore shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the District or its representative.

BID ITEM NO. 1 – MOBILIZATION, DEMOBILIZATION, AND SITE CLEANUP:

Payment for mobilization, demobilization, and site cleanup shall be made at the contract price complete and in accordance with the Contract Documents and as directed by the District. The contract price shall include, but is not limited to the following principal items: preparing schedule and schedule of values; mobilizing labor force, equipment and construction facilities onto site; providing field offices and storage yard (if the Contractor deems necessary); securing construction water supply, providing power necessary for construction, providing all temporary construction fencing and barriers; installing, maintaining and removing project signs; providing on-site sanitary facilities; posting OSHA requirements and establishing safety programs; preparing the Construction Schedule and Schedule of Values prior to the pre-construction meeting; daily cleanup; and material submittals. The amount for this bid item shall be limited to 10% of the total contract amount, 5% payable at the project outset for mobilization and 5% at the project conclusion for demobilization.

Payment for Bid Item 1 will be made at the lump sum bid price.

BID ITEM NO. 2 – EXCAVATION SAFETY MEASURES.

The contract price for work under this item shall include but not be limited to providing sheeting, shoring, and bracing to protect personnel and property in accordance with Cal/OSHA regulations, all safety plans, and these Contract Documents.

Payment for Bid Item 3 will be made at the lump sum bid price.

BID ITEM NO. 3 – PERMITTING

The contract price for work under this item shall include but not be limited to applying for, and obtaining and complying with all applicable permits, including an encroachment permit from Contra Costa County

Public Works. This item does not include permit fees, which will be reimbursed to the contractor and are not included in the bid total.

Payment for Bid Item 4 will be made at the lump sum bid price.

BID ITEM NO. 4 – DEWATERING AND DISPOSAL

The contract price for work under this item shall include but not be limited to all labor, equipment, materials and work required to provide dewatering for all phases of excavation including disposal of water in compliance with any applicable permits. Work shall include any permit-related supplemental testing, including receiving waters and treatment in compliance with the Contract Documents and obtained permits.

Payment for Bid Item 5 will be made at the lump sum bid price.

BID ITEM NO. 5 – POTHOLING AND VERIFICATION OF EXISTING UTILITIES

The contract price for work under this item shall include but not be limited to confirming, marking, utility agency coordination and determining the depth of all existing utilities that are crossed or otherwise impacted (in close proximity) by new pipelines. The potholing is to be completed two weeks prior to installation of a pipeline segment to be constructed. Work shall include the cost of any permits, backfilling, and restoration as directed by the public agencies having jurisdiction.

Payment for Bid item 6 will be made at the unit price per each.

BID ITEM NO. 6 – TEMPORARY SEWER BYPASS PUMPING

The contract price for work under this item shall include but not be limited furnishing all labor, materials, incidentals, and equipment to construct, establish, operate, and maintain all bypass pumping equipment as required to construct the project per the Contract Documents. Preparation of a temporary sewer bypass plan to be submitted by the Contractor to the District for approval prior to construction. The work of this item shall include an operation and maintenance program throughout the required duration of the bypass operation and shall include furnishing all labor, material, tools, equipment, and performing all work required for procurement, delivery, and installation of suction and discharge piping, fittings, valves, pumps, redundant pumps and redundant bypass system, fuel, labor, alarms, temporary power supply, temporary controls and telemetry, compliance with all noise ordinances and regulations, moving of bypass equipment if necessary, temporary privacy fencing around the suction and discharge manholes, and removal of all equipment and materials at job completion.

Payment for Bid Item 7 will be made at the lump sum bid price.

BID ITEM NO. 7 – DEMOLITION

The contract price for work under this item shall include but not be limited to the work associated with the demolition of the components of the District's Lift Stations T-1, T-2 and T-3 as indicated in the Contract Drawings, and as directed by the District. Payment shall include all labor, materials, tools, equipment, and other services required to demolish, remove and properly dispose of existing piping, valves, mechanical fittings and couplings associated with the items that are indicated for demolition and removal as indicated on the plans, and all associated appurtenances as detailed on the Contract Drawings, and as directed by the District. All construction activities, equipment, installations, and workmanship shall be in accordance with the Contract Documents.

Payment for Bid Item 8 will be made at the lump sum bid price.

BID ITEM NO. 8 – CONCRETE

The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment, and performing all work required, for construction of miscellaneous concrete to support the installation of valve boxes and utility vaults.

Payment for Bid Item 9 will be made at the lump sum bid price.

BID ITEM NO. 9 – PIPE SUPPORTS

The contract price for work under this item shall include but not be limited to furnishing and mobilizing all necessary labor, equipment, materials, tools, and incidentals associated with the construction and installation of the required pipe supports as indicated in the Contract Documents.

Payment for Bid Item 10 will be made at the lump sum bid price.

BID ITEM NO. 10 – PVC SEWER

The contract price for work under this item shall include but not be limited to furnishing and mobilizing all necessary labor, equipment, materials, tools, and incidentals associated with the installation of new C-900 PVC sewer, size per plan, and other appurtenances as indicated in the Contract Documents.

Payment for Bid Item 11 will be made at the lump sum bid price.

BID ITEM NO. 11 – TRENCHING

The contract price for work under this item shall include but not be limited to furnishing and mobilizing all necessary labor, equipment, materials, tools, and incidentals associated with the trenching for sewer installation, including trenching, backfill, compaction, pavement repair per County and District requirements as indicated in the Contract Documents.

Payment for Bid Item 12 will be made at the unit bid price per linear foot.

BID ITEM NO. 12 –DUCTILE IRON FITTINGS

The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, equipment, and performing all work required for procurement, delivery, and installation of the ductile iron fittings (elbows, tees and reducers), including all wraps or protective coatings as and all associated appurtenances as indicated in the Contract Documents.

Payment for Bid Item 13 will be made at the lump sum bid price.

BID ITEM NO. 13 – RESTRAINED MECHANICAL JOINTS

The contract price for work under this item shall include but not be limited to furnishing all labor, material, and equipment and performing all work required for procurement, delivery, and installation of the restrained mechanical joints as indicated in the Contract Documents and as directed by the District.

Payment for Bid Item 14 will be made at the unit bid price per each.

BID ITEM NO. 14 – HYMAX GRIP FLANGE ADAPTERS

The contract price for work under this item shall include but not be limited to furnishing all labor, material, and equipment and performing all work required for procurement, delivery, and installation of the Hymax Grip flange adapters as indicated in the Contract Documents and as directed by the District.

Payment for Bid Item 15 will be made at the unit bid price per each.

BID ITEM NO. 15 – CAM-LOCK ADAPTERS

The contract price for work under this item shall include but not be limited to furnishing all labor, material, and equipment and performing all work required for procurement, delivery, and installation of the cam-lock adapters as indicated in the Contract Documents and as directed by the District.

Payment for Bid Item 16 will be made at the unit bid price per each.

BID ITEM NO. 16 – 4” GATE VALVES

The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, equipment, and performing all work required for procurement, delivery, and installation of the 4” isolation gate valves, including risers and traffic rated valve cans and all associated appurtenances as indicated in the Contract Documents.

Payment for Bid Item 17 will be made at the unit price per each.

BID ITEM NO. 17 – FLEXIBLE COUPLINGS

The contract price for work under this item shall include but not be limited to furnishing all labor, material, and equipment and performing all work required for procurement, delivery, and installation of the flexible couplings as indicated in the Contract Documents and as directed by the District.

Payment for Bid Item 18 will be made at the unit price per each.

BID ITEM NO. 18 – UTILITY VAULTS

The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, equipment, and performing all work required for procurement, delivery, and installation of the Christy B1730 Utility Vault with traffic rated cover and bedding as indicated in the Contract Documents.

Payment for Bid Item 19 will be made at the unit price per each.

BID ITEM NO.19 – TRAFFIC CONTROL

The contract price for work under this item shall include but not be limited to preparation, submittal and implementation of traffic control plans. The price paid shall include all work associated with preparing and implementing traffic control, including providing cones, lighted barricades, K-rails, flashing arrow boards, signs (where required), flaggers, and public safety in compliance with the Contra Costa County encroachment permits, and all labor, equipment, and incidentals.

Payment for Bid Item 20 will be made at the lump sum bid price.

BID ITEM NO. 20 – PENETRATIONS INTO TO EXISTING WET WELL

The contract price for work under this item shall include but not be limited to providing all materials specified under the Contract, and for providing all labor and equipment necessary to drill the new suction line into the existing concrete wet well at T-1 and to replace the existing pipe penetrations into wet wells T-1, T-2 and T-3; including, but not limited to, core drilling; connection of the new pipe to the wet well; and installing the penetration seals; backfill and compaction; pressure testing, and restoration of work area as required by the Contract Documents.

Payment for Bid Item 21 will be made at the lump sum bid price.

SECTION 01 33 00

PROJECT-SPECIFIC SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTAL REQUIREMENTS

Submit product data, shop drawings, procedures, calculations, and certifications sufficiently in advance of the Work to allow review without delaying construction. Review by the District or Engineer does not relieve the Contractor from responsibility for dimensions, quantities, fit, means and methods, safety, or compliance with the Contract Documents.

1.02 REQUIRED SUBMITTALS

- A.** Construction schedule identifying potholing, submittals, procurement, each lift-station shutdown, bypass setup, tie-ins, testing, and restoration.
- B.** Site-specific safety plan, trenching and shoring information, confined-space procedures, and competent-person designations.
- C.** Utility potholing and field-verification plan.
- D.** Temporary bypass pumping plan, calculations, pump curves, equipment list, alarm and monitoring plan, spill-response plan, and contingency plan.
- E.** Shutdown and tie-in plan for each lift station.
- F.** Contra Costa County encroachment permit and approved traffic-control plan.
- G.** PVC C900 pipe, gaskets, fittings, valves, restraints, couplings, adapters, cam-lock fittings, vaults, lids, valve cans, stainless-steel supports and hardware, penetration seals, grout, elastomeric sealant, and bedding materials.
- H.** Manufacturer installation instructions and torque requirements for restrained joints, couplings, flange adapters, flange gaskets, and cam-lock fittings.
- I.** Coating product data and repair procedures for Protecto 401-lined ductile-iron components.
- J.** Testing procedures and calibrated test-equipment certificates.
- K.** Restoration materials and proposed pavement or shoulder repair details where not fully defined by the permit.
- L.** Record drawings and closeout documentation.

1.03 SUBSTITUTION REQUESTS

Where the Plans identify a manufacturer or model followed by “or approved equal,” submit complete comparative data demonstrating equal dimensions, materials, pressure rating, corrosion resistance, traffic loading, compatibility, maintainability, and performance. Do not assume approval of a proposed equal.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Do not order, fabricate, or install material subject to submittal review until the submittal has been accepted. Correct or replace Work installed before acceptance if it does not comply with the Contract Documents.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL AND FIELD VERIFICATION

PART 1 - GENERAL

1.01 FIELD VERIFICATION

- A.** Dimensions, pipe materials, sizes, elevations, and utility locations shown on the Plans are based on available information and are approximate unless specifically indicated otherwise.
- B.** Pothole and expose existing facilities before fabrication or installation of connecting piping. Verify the actual connection geometry and immediately report discrepancies.
- C.** Notify the District and Engineer in writing within 48 hours after discovering a discrepancy, conflict, unknown condition, or condition that may affect the Work.
- D.** Do not scale dimensions from the Plans where a written dimension is provided. Obtain clarification before proceeding where dimensions are missing or inconsistent.

1.02 INSTALLER QUALIFICATIONS

- A.** Use personnel experienced in installation of pressure sewer piping, mechanical-joint restraints, couplings, valves, concrete vaults, and wet-well penetrations.
- B.** Perform pipe penetrations and sealing under the supervision of personnel experienced with the specified system and existing concrete structures.

1.03 INSPECTION AND TESTING

Provide access and assistance for District and Engineer observation. Correct defective materials, damaged coatings, improper alignment, leakage, inadequate support, insufficient compaction, and other nonconforming Work before concealment or acceptance.

PART 2 - PRODUCTS

Use new materials free from defects, damage, contamination, and deterioration. Store materials off the ground and protect gaskets, coatings, stainless-steel surfaces, and pipe ends from damage.

PART 3 - EXECUTION

3.01 RECORD DRAWINGS

- A.** Maintain a current set of record drawings in the field, marked in red to show actual installed conditions.
- B.** Record horizontal and vertical locations, pipe sizes and materials, fittings, valves, vaults, penetrations, and deviations from the Plans.
- C.** Provide updated record drawings with monthly progress-payment requests and submit final record drawings before release of retention.

END OF SECTION

SECTION 01 77 00 CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SUBSTANTIAL COMPLETION

- A.** Complete all force-main connections, testing, restoration, cleanup, labeling, and correction of deficiencies.
- B.** Demonstrate that valves, cam-lock connections, lids, and access points are functional, accessible, secure, and acceptable to the District.
- C.** Remove temporary bypass systems, traffic controls, surplus materials, waste, and temporary facilities after authorization.

1.02 CLOSEOUT SUBMITTALS

- A.** Final record drawings.
- B.** Product data, warranties, and manufacturer instructions for valves, restraints, couplings, cam-lock fittings, vaults, lids, and penetration seals.
- C.** Test reports, compaction reports, inspection records, and permit closeout documentation.
- D.** Photographs of completed Work before backfill and after final restoration.
- E.** Written certification that the Work is complete and complies with the Contract Documents.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Restore each site to a condition equal to or better than its preconstruction condition, except where the Plans require a specific new condition. Obtain District acceptance before demobilization.

END OF SECTION

SECTION 02 41 13 SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.01 SCOPE

Selective demolition includes removal of existing pipe, valves, fittings, pavement, shoulder material, concrete, and other items specifically shown or required to make the new connections, while protecting facilities designated to remain.

1.02 SUBMITTALS

- A.** Demolition and sequence plan coordinated with shutdown and bypass requirements.
- B.** Proposed disposal facilities and documentation for regulated materials, if encountered.

PART 2 - PRODUCTS

Provide temporary caps, plugs, supports, barriers, covers, and protection materials suitable for the existing system and site conditions.

PART 3 - EXECUTION

3.01 PREPARATION

- A.** Confirm utilities and existing pipe limits by potholing before demolition.
- B.** Verify that required replacement materials, fittings, restraints, gaskets, tools, bypass equipment, and contingency components are onsite before cutting existing piping.
- C.** Drain and isolate piping in coordination with District personnel. Handle wastewater and residual solids in a sanitary manner.

3.02 DEMOLITION

- A.** Remove only the portions shown or necessary for the new Work. Use cutting methods that do not damage facilities designated to remain.
- B.** Protect existing wet wells, discharge manifolds, electrical pull boxes, control panels, valve cans, power poles, utilities, pavement, and landscaping.
- C.** At T-3, remove the existing 4-inch isolation valve without replacement and remove the ductile-iron segment to the field-verified transition limits.
- D.** Cap or plug open pipe ends immediately to prevent entry of soil, water, debris, or animals.

3.03 DISPOSAL

Remove demolished materials from the site and dispose of them legally. Items identified by the District for salvage remain District property and shall be delivered to the location directed by the District.

END OF SECTION

SECTION 31 23 16 EXCAVATION, TRENCHING, AND SHORING

PART 1 - GENERAL

1.01 REFERENCES

- A.** Applicable Cal/OSHA excavation, trenching, shoring, and confined-space requirements.
- B.** Central Contra Costa Sanitary District Standard Plan 20-01, Trench Details, as referenced on Sheets M-01 through M-03 and reproduced on Sheet M-04.
- C.** Contra Costa County encroachment permit requirements.

1.02 SAFETY

The Contractor is solely responsible for excavation safety, protective systems, competent-person inspections, access, atmospheric testing where required, and protection of workers and the public. Submit permits required for trenches 5 feet or deeper before construction.

PART 2 - PRODUCTS

2.01 BEDDING AND BACKFILL MATERIALS

- A.** Pipe bedding and trench materials shall comply with the referenced standard trench detail and permit requirements.
- B.** Provide clean 3/4-inch crushed rock beneath bypass boxes as shown on the Plans. Install a 6-inch-thick layer extending at least 6 inches beyond the box footprint on all sides.

PART 3 - EXECUTION

3.01 EXCAVATION

- A.** Excavate to the lines and grades required for the Work while minimizing disturbance.
- B.** Provide sufficient working room for joint assembly, coating inspection, pipe support, compaction, and testing.
- C.** Do not undermine existing wet wells, pull boxes, pavement, poles, utilities, or structures. Provide support and protection as required.
- D.** Stockpile excavated materials only in approved locations and maintain drainage and access.

3.02 TRENCH PROTECTION

Install, maintain, and remove shoring, shielding, sloping, benching, or other protective systems in accordance with applicable law. Prevent movement or damage to adjacent facilities and pavement.

END OF SECTION

SECTION 31 23 19 DEWATERING

PART 1 - GENERAL

1.01 SCOPE

Provide dewatering necessary to maintain excavations in a stable, dry condition suitable for pipe installation, joint assembly, bedding, concrete placement, testing, and backfill. Groundwater is anticipated at approximately 3 feet below grade.

1.02 SUBMITTALS

- A.** Dewatering plan describing equipment, standby provisions, discharge location, sediment controls, monitoring, and contingency measures.
- B.** Permits or written approvals required for discharge or disposal of water.

PART 2 - PRODUCTS

Provide pumps, well points, sumps, hoses, piping, filters, tanks, power, and standby equipment suitable for the anticipated groundwater and excavation depth.

PART 3 - EXECUTION

- A.** Prevent groundwater from entering pipe joints, bedding, concrete, vaults, and wet-well penetrations.
- B.** Operate dewatering continuously when interruption could cause instability, flooding, settlement, or damage.
- C.** Do not discharge turbid water, sewage, chlorinated water, or contaminated water to the roadway, storm drainage system, or surface waters.
- D.** Prevent settlement or migration of fines beneath adjacent pavement, structures, and utilities.
- E.** Continue dewatering until backfill and restoration have progressed sufficiently to prevent damage.
- F.** The proposed dewatering discharge location is the sewer collection system.
- G.** Contractor shall obtain any applicable dewatering permit from the Contra Costa County Public Works Department.

END OF SECTION

SECTION 31 23 23

BACKFILL, COMPACTION, AND SURFACE RESTORATION

PART 1 - GENERAL

1.01 SCOPE

Provide bedding, trench-zone material, backfill, compaction, aggregate base, concrete, pavement, shoulder restoration, grading, and drainage restoration required by the Plans, the referenced standard trench detail, and the encroachment permit.

PART 2 - PRODUCTS

- A.** Bedding and pipe-zone material: clean, durable, free-draining material complying with the standard trench detail.
- B.** Backfill: approved native or imported material free of organic matter, debris, oversized rock, and deleterious material.
- C.** Aggregate base, asphalt concrete, concrete, and surface materials: comply with the County permit and existing adjacent construction.

PART 3 - EXECUTION

3.01 PIPE BEDDING AND INITIAL BACKFILL

- A.** Place bedding on a stable foundation and shape it to provide continuous support.
- B.** Place and compact haunching evenly on both sides of pipe. Do not displace or damage pipe, joints, restraints, coatings, or penetrations.
- C.** Use hand methods or suitable small compaction equipment within the pipe zone.

3.02 BACKFILL AND COMPACTION

- A.** Place backfill in uniform lifts and compact to the requirements of the standard trench detail and County permit.
- B.** Do not backfill until the District or Engineer has had an opportunity to observe piping, joints, restraints, supports, bedding, and penetrations.
- C.** Provide field density testing by an accepted testing agency where required. Correct areas failing to meet the specified compaction.
- D.** Road section depth, compaction, pavement thickness and shoulder restoration requirements will be set forth by the Contra Costa County Public Works Department with the encroachment permit.

3.03 VAULT AND VALVE-CAN FINISH GRADE

- A.** Set vault lids and valve cans to the grades shown or directed.
- B.** Concrete valve boxes and valve cans to grade as indicated on the Plans.
- C.** Grade surrounding surfaces to drain away from vaults and valve cans. Do not create high points or depressions that obstruct existing stormwater drainage.

3.04 RESTORATION

Restore pavement, aggregate shoulders, roadside areas, landscaping, drainage, striping, and other disturbed features to match adjacent conditions and comply with the encroachment permit. Replace damaged features at no additional cost.

END OF SECTION

SECTION 33 05 13

UTILITY POTHOLING AND EXISTING UTILITY PROTECTION

PART 1 - GENERAL

1.01 SCOPE

Locate, mark, pothole, expose, support, and protect existing underground utilities and structures that may affect the Work. Potholing is required as needed to install the proposed design and to verify force-main transition limits.

1.02 NOTIFICATIONS

- A.** Notify Underground Service Alert at least two working days before excavation, or as otherwise required by law.
- B.** Coordinate with the District for location of District-owned facilities that may not be included in public utility markouts.

PART 2 - PRODUCTS

Use vacuum excavation or other non-destructive methods near known or suspected utilities unless otherwise accepted. Provide temporary supports, sheeting, padding, and protective materials as required.

PART 3 - EXECUTION

- A.** Field verify the horizontal and vertical location, size, material, and condition of existing utilities before excavation with mechanical equipment in the conflict area.
- B.** The available utility information is approximate and does not relieve the Contractor from responsibility for locating and protecting utilities.
- C.** Immediately notify the District and utility owner of damage. Repair damage to the satisfaction of the owner at no additional cost.
- D.** Maintain required utility clearances and provide support where excavation exposes or undermines an existing facility.

END OF SECTION

SECTION 33 14 13 PVC C900 FORCE-MAIN PIPING

PART 1 - GENERAL

1.01 REFERENCES

- A. AWWA C900, Polyvinyl Chloride Pressure Pipe and Fabricated Fittings.
- B. AWWA C605, Underground Installation of Polyvinyl Chloride Pressure Pipe and Fittings.
- C. ASTM D3139 and ASTM F477 for gasketed joints and elastomeric seals, as applicable.

1.02 SUBMITTALS

- A. Pipe manufacturer, dimensions, DR, pressure rating, gasket data, and installation instructions.
- B. Certification that pipe is new, suitable for wastewater force-main service, and complies with the specified standard.

PART 2 - PRODUCTS

2.01 PVC PIPE

- A. PVC pressure pipe shall be AWWA C900, DR14, 4-inch nominal diameter unless another size is shown.
- B. Pipe shall have gasketed bell-and-spigot joints except where mechanical-joint, flanged, or coupling connections are shown.
- C. Provide compatible gaskets suitable for wastewater service and the anticipated operating conditions.
- D. Pipe color and marking shall comply with the District standard requirements for sewer force mains.

2.02 MECHANICAL-JOINT CONNECTIONS

Connect C900 pipe using 4-inch ductile-iron mechanical-joint fittings where shown. Provide transition gaskets, glands, restraints, and accessories compatible with the actual pipe outside diameter and fitting configuration.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect pipe and gaskets before installation. Remove damaged, cracked, gouged, contaminated, or out-of-round material from the site.
- B. Install pipe to the lines and grades shown, with continuous bearing and without excessive deflection.
- C. Keep pipe interiors clean and dry. Cap open ends whenever installation is not in progress.
- D. Cut pipe square using tools recommended by the manufacturer. Bevel and mark insertion depth as required.
- E. Do not use petroleum-based lubricants. Use only manufacturer-approved lubricant.
- F. Provide adequate clearance around joints for assembly, inspection, and restraint installation.

3.02 ALIGNMENT AND GRADE

- A. Avoid unintended high points and low points that may trap air, collect solids, or interfere with drainage.
- B. At T-1, maintain the suction-line depth at the wet-well penetration not less than 4 feet 3 inches, as shown on Sheet M-01, to avoid interference with the identified wet-well dowel.
- C. Approximate existing force-main invert depths shown on the Plans are about 7 feet at T-1, 6.5 feet at T-2, and 5 feet at T-3. Field verify before fabrication and excavation.

END OF SECTION

SECTION 33 14 16

DUCTILE-IRON FITTINGS AND JOINT RESTRAINTS

PART 1 - GENERAL

1.01 REFERENCES

- A.** AWWA C110 or AWWA C153 for ductile-iron fittings, as applicable.
- B.** AWWA C111 for rubber-gasket joints for ductile-iron pressure pipe and fittings.
- C.** Manufacturer requirements for Protecto 401 lining and field repair.

PART 2 - PRODUCTS

2.01 DUCTILE-IRON COMPONENTS

- A.** Ductile-iron pipe and fittings shall be Pressure Class 350 unless otherwise shown.
- B.** All ductile-iron components in wastewater service shall be internally coated with Protecto 401 ceramic epoxy or approved equal.
- C.** Buried ductile-iron components shall be polyethylene encased or wrapped in plastic as shown on the Plans and required by District standards.
- D.** Provide the 4-by-6-inch reducers and 4-inch flanged ductile-iron tees shown on the Plans, with Protecto 401 lining.

2.02 JOINT RESTRAINTS

- A.** Restrained mechanical joints shall use EBAA Iron Series 2000PV MegaLug restraints or approved equal.
- B.** Restraints shall be specifically rated for PVC C900 pipe of the installed diameter and DR and shall include all required glands, gaskets, bolts, and accessories.
- C.** Provide restraint throughout the limits indicated on the Plans and where required to resist thrust at fittings, valves, couplings, and transitions.

2.03 HARDWARE AND GASKETS

- A.** All exposed and buried hardware associated with the new Work shall be Type 316 stainless steel unless otherwise shown.
- B.** Flanged connections shall use Garlock flange gaskets or approved equal, unless the connected-product manufacturer requires another gasket.

PART 3 - EXECUTION

- A.** Install fittings, glands, gaskets, bolts, and restraints in accordance with manufacturer instructions and specified torque values.
- B.** Use calibrated torque wrenches where required. Recheck torque after initial assembly and before backfill when recommended.
- C.** Repair damaged internal or external coatings using the coating manufacturer's accepted repair system before installation or backfill.
- D.** Do not use fittings or restraints that are incompatible with the actual pipe outside diameter or joint geometry.

END OF SECTION

SECTION 33 14 19

VALVES, COUPLINGS, VAULTS, AND BYPASS CONNECTIONS

PART 1 - GENERAL

1.01 SUBMITTALS

Submit product data, dimensional drawings, materials, pressure ratings, traffic ratings, coatings, installation instructions, and compatibility information for each valve, coupling, adapter, cam-lock fitting, vault, lid, valve can, and support.

PART 2 - PRODUCTS

2.01 ISOLATION VALVES

- A.** New isolation valves shall be 4-inch Mueller mechanical-joint gate valves or approved equal.
- B.** Valves shall be suitable for buried wastewater force-main service and the pressure class of the connected piping.
- C.** Provide operating nut, mechanical-joint ends, restrained connections, corrosion-resistant coating, and accessories required for a complete installation.

2.02 VALVE CANS

Provide Christy G5 valve cans or approved equal, installed in accordance with manufacturer recommendations. Set covers to final grade and provide concrete collars where shown or required.

2.03 BYPASS VAULTS

- A.** Provide Christy B1730 boxes with B1730-51HJ lids or approved equal at T-1 and T-2.
- B.** Vaults and lids shall be suitable for the installed location, anticipated traffic exposure, soil loading, groundwater, and access requirements.
- C.** Provide a minimum 6-inch-thick 3/4-inch crushed-rock foundation extending at least 6 inches beyond the vault footprint.
- D.** Set lids flush with the required grade and grade surrounding surfaces to drain away from the vault.

2.04 CAM-LOCK CONNECTIONS

- A.** Provide 4-inch Type 316 stainless-steel cam-lock adapters, Dixon 4000 DL-SS with Dixon 4000-DP-SS-4 dust plugs, or approved equal.
- B.** Cam-lock fittings shall be compatible with the District's portable bypass equipment and provide a secure, leak-resistant connection.
- C.** Provide caps or plugs with stainless-steel retention chains or other accepted means to prevent loss.

2.05 COUPLINGS AND FLANGE ADAPTERS

- A.** Provide Hymax Grip 4-inch flange adapters or approved equal where shown.
- B.** Provide Romac 501 flexible couplings in the diameters shown: 6-inch at T-1 and T-2 and 4-inch at T-3, or approved equal.
- C.** Verify actual pipe outside diameters before ordering. Couplings and adapters shall accommodate the connected materials and provide the required pressure rating and restraint.

2.06 PIPE SUPPORTS

Provide fabricated 4-inch Type 316 stainless-steel pipe brackets at T-1 and other locations shown. Supports shall be furnished and installed to resist operating, dead, and connection loads without overstressing piping or structures.

PART 3 - EXECUTION

- A.** Install valves, vaults, valve cans, couplings, and adapters in accordance with manufacturer recommendations and the Plans.
- B.** Orient operating nuts and cam-lock fittings for safe and unobstructed access.
- C.** Support piping so that valves, flanges, couplings, penetrations, and vault walls do not carry unintended loads.
- D.** Protect sealing surfaces and stainless-steel components from concrete, soil, impact, and contamination.

END OF SECTION

SECTION 33 14 23

WET-WELL PENETRATIONS AND CONNECTIONS TO EXISTING FACILITIES

PART 1 - GENERAL

1.01 SCOPE

Provide core-drilled penetrations, mechanical seals, annular-space sealing, grout, transitions, and connections to existing wet wells and force mains as shown on the Plans. Coordinate locations to avoid reinforcement, existing piping, electrical facilities, and structural conflicts.

1.02 SUBMITTALS

- A.** Proposed penetration location and elevation based on field verification.
- B.** Core-drilling method, reinforcing scan method, and procedures to protect the wet well.
- C.** Mechanical seal, elastomeric sealant, non-shrink grout, and backing-material product data.
- D.** Connection and tie-in sequence.

PART 2 - PRODUCTS

2.01 PENETRATION SEAL SYSTEM

- A.** Provide an adjustable rubber mechanical seal with Type 316 stainless-steel hardware, such as Link-Seal or an accepted equivalent sized for the pipe and cored opening.
- B.** Provide polyurethane rope-type filler compatible with concrete, pipe, groundwater, and wastewater exposure.
- C.** Non-shrink, water impermeable grout shall be sika-928 or approved equal.
- D.** Materials shall comply with Detail 1 on Sheet M-04 and manufacturer requirements.

PART 3 - EXECUTION

3.01 WET-WELL PENETRATIONS

- A.** Locate reinforcement and embedded items using non-destructive scanning before coring. Do not cut reinforcement without written approval from the Engineer of Record.
- B.** Core-drill the existing concrete; do not use impact methods that could crack or damage the structure.
- C.** At T-1, maintain the minimum pipe depth and clearance shown on Sheet M-01 to avoid interference with the identified No. 4 dowel.
- D.** Prepare the annular space and install filler, mechanical seal and non-shrink grout in accordance with Detail 1 on Sheet M-04.
- E.** Provide a watertight installation without damaging the existing structure or coating. Repair damage as directed.

3.02 CONNECTIONS TO EXISTING PIPE

- A.** Field verify material, diameter, outside diameter, alignment, elevation, and condition of existing pipe before fabrication or ordering final connection components.
- B.** Cut existing pipe square and prepare surfaces in accordance with coupling and adapter manufacturer instructions.
- C.** Prevent movement of existing piping during cutting and connection. Provide temporary and permanent support as required.
- D.** Complete each tie-in within the approved shutdown period and immediately restore service.

END OF SECTION

SECTION 33 14 26

TESTING, STARTUP, AND ACCEPTANCE

PART 1 - GENERAL

1.01 SCOPE

Test and inspect new piping, valves, fittings, couplings, restraints, cam-lock connections, vaults, and penetrations before acceptance. Provide labor, temporary connections, test pumps, gauges, containment, and disposal required for testing.

1.02 SUBMITTALS

- A.** Testing plan identifying test limits, test medium, pressure, duration, gauge range, temporary restraints, air removal, safety controls, and acceptance criteria.
- B.** Calibration certificates for pressure gauges and test instruments.
- C.** Final test reports signed by the Contractor and witnessed by the District or Engineer when requested.

PART 2 - PRODUCTS

Provide calibrated gauges with a range that places the specified test pressure within the middle portion of the scale. Provide temporary plugs, caps, restraints, hoses, backflow protection, and containment suitable for the test pressure.

PART 3 - EXECUTION

3.01 PRE-TEST INSPECTION

- A.** Inspect alignment, supports, joint assembly, restraint installation, valve orientation, coatings, gaskets, cam-lock plugs, and penetrations.
- B.** Do not conceal joints and connections until observation and testing have been completed, unless otherwise accepted.

3.02 PRESSURE AND LEAKAGE TESTING

- A.** Unless otherwise approved in the final testing procedure, test each completed section before placing it in permanent service. Repair or replace leaking, damaged, or defective components and repeat the test until accepted.
- B.** Pipe shall be tested for leaks by filling with pressurized air at 3 psi. After air supply is turned off, the air pressure should be maintained for 2 minutes to stabilize before the testing begins. The duration of the test shall be 2 minutes. The maximum air pressure loss shall not exceed 1 psi.

3.03 FUNCTIONAL VERIFICATION

- A.** Operate each new isolation valve through its full travel and verify accessible operation from final grade.
- B.** Verify that cam-lock fittings connect securely to District equipment and that caps or plugs seat and retain properly.
- C.** Confirm vault and valve-can access, lid fit, drainage, and final grade.
- D.** Verify no visible leakage at flanges, couplings, mechanical joints, restraints, penetrations, or existing-pipe connections during operation.

3.04 CLEANING AND RETURN TO SERVICE

- A.** Remove dirt, cuttings, debris, test water, and foreign material from piping and vaults.
- B.** Dispose of test water and wastewater in a manner accepted by the District and permitted by law.
- C.** Return facilities to service only under District direction. Observe operation for the period directed and correct leakage or abnormal conditions.

END OF SECTION

IRONHOUSE SANITARY DISTRICT CONTRA COSTA COUNTY, CALIFORNIA

TAYLOR ROAD LIFT STATION IMPROVEMENTS



JULY 24 2026

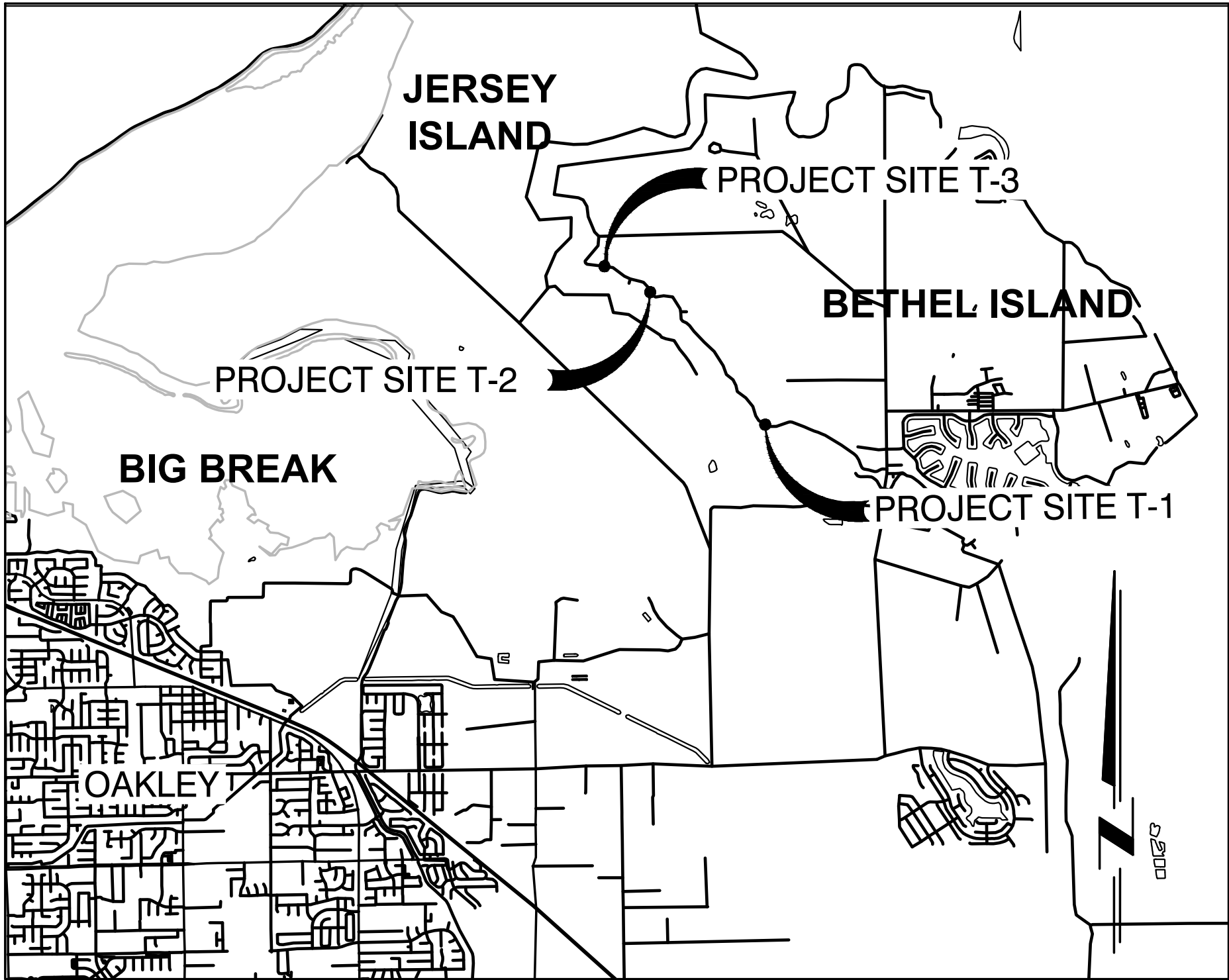
IRONHOUSE SANITARY DISTRICT
450 WALNUT MEADOWS DRIVE
OAKLEY, CA 94561

SHEET INDEX

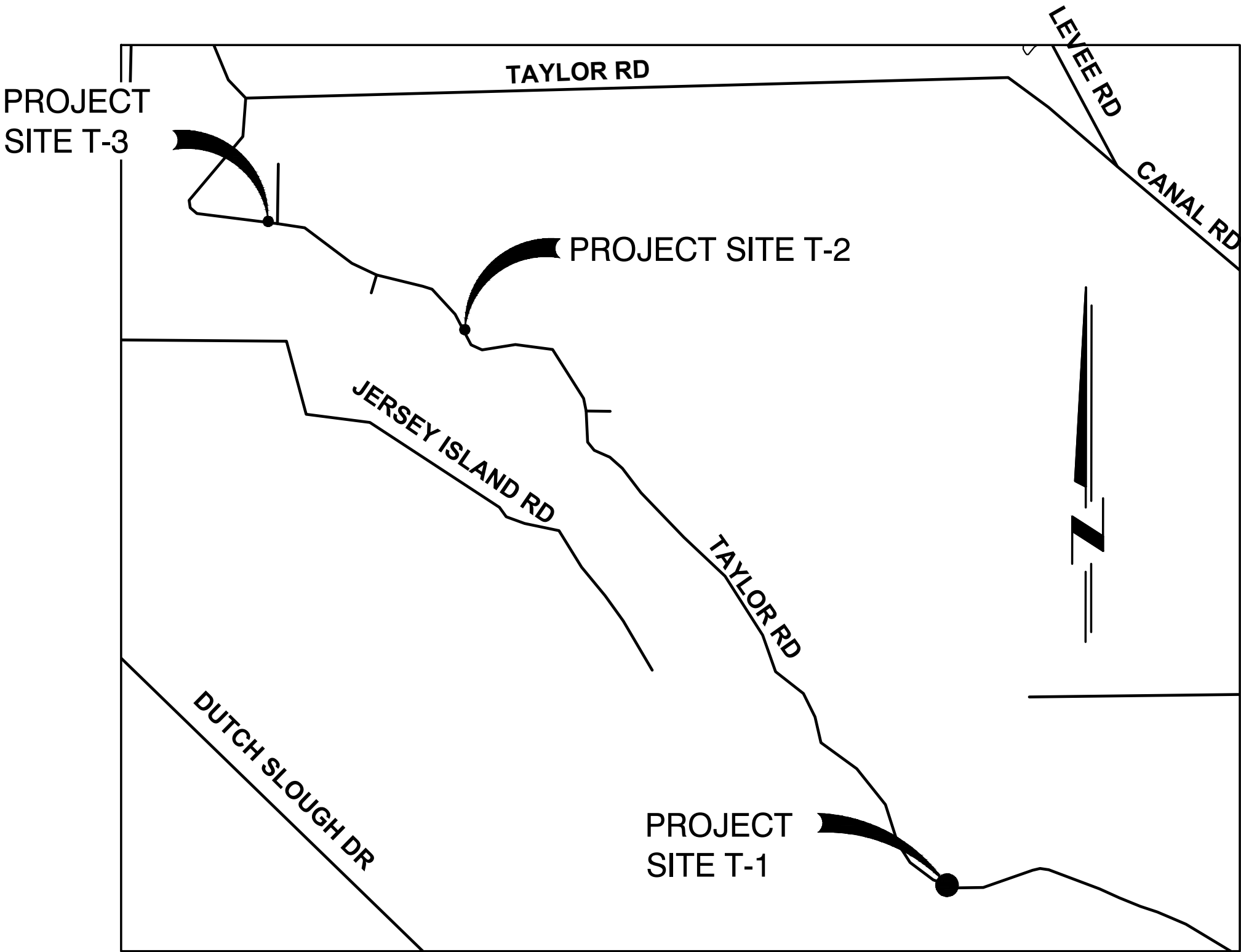
SHT NO	DWG NO	DRAWING DESCRIPTION
1	G-01	TITLE SHEET, LOCATION AND VICINITY MAPS
2	G-02	GENERAL NOTES, LEGEND, SYMBOLS, AND ABBREVIATIONS
3	D-01	DEMOLITION PLAN – LIFT STATION T-1
4	D-02	DEMOLITION PLAN – LIFT STATION T-2
5	D-03	DEMOLITION PLAN – LIFT STATION T-3
6	M-01	MECHANICAL SITE PLAN – LIFT STATION T-1
7	M-02	MECHANICAL SITE PLAN – LIFT STATION T-2
8	M-03	MECHANICAL SITE PLAN – LIFT STATION T-3
9	M-04	MECHANICAL DETAILS

DANEA GEMMELL, PE
DISTRICT ENGINEER

DATE



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

P:\101.ENGINEERING\IRONHOUSE SANITARY DISTRICT\19431.02 TAYLOR RD LS IMPROVEMENTS\06 CAD\75% SUBMITTAL\19431.02 G SHEETS.DWG, FILE DATE: 7/22/2026 5:31 PM, PRINT DATE: 7/22/2026 5:35 PM, BY: HILARY GOLDSCHMIDT

						DESIGNED <u> KD </u> DRAWN <u> HG </u>	ENGINEER: KENNETH C. DEIBERT, JR R.C.E. No. 62246 EXP. 09/30/27 NAME OF FIRM: Dudek 687 S COAST HWY, STE 101 FIRM ADDRESS: Encinitas, CA. 92024 TELEPHONE # 760-942-5147				RECOMMENDED FOR APPROVAL	RECORD	IRONHOUSE SANITARY DISTRICT	19431.02
					REVIEWED <u> MM </u> JOB NUMBER <u> 19431.02 </u>	PROJECT ENGINEER					RCE NO.	DATE		
REV.	DATE	BY	DESCRIPTION	APPROVED	DATE									
											CHIEF ENGINEER	RCE NO.	DATE	SHEET
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 PRINT DATE: 7/22/2026 5:36 PM, BY: HILARY GOLDSCHMIDT

- P:\101-ENGINEERING\IRONHOUSE SANITARY DISTRICT\19431.02 TAYLOR RD LS IMPROVEMENTS\06. CAD\75% SUBMITTAL\19431.02 G SHEETS.DWG, FILE DATE: 7/22/2026 5:31 PM,
 PRINT DATE: 7/22/2026 5:36 PM, BY: HILARY GOLDSCHMIDT

Handwriting practice lines for the letter 'E'. The first row shows a dashed 'E' on a four-line grid. The second row shows a solid 'E' on a four-line grid. The third row shows a dashed 'E' on a four-line grid. The fourth row shows a solid 'E' on a four-line grid. The fifth row shows a dashed 'E' on a four-line grid. The sixth row shows a solid 'E' on a four-line grid. The seventh row shows a dashed 'E' on a four-line grid. The eighth row shows a solid 'E' on a four-line grid. The ninth row shows a dashed 'E' on a four-line grid. The tenth row shows a solid 'E' on a four-line grid.

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BP	BYPASS
BOS	BOTTOM OF STRUCTURE
DISTRICT	IRONHOUSE SANITARY DISTRICT
CLR	CLEAR
CONC	CONCRETE
CONC'D	CONTINUED
CTR	CENTER
DEMO	DEMOLITION
DIA	DIAMETER
DL	DISCHARGE LINE
DR	DRAIN
DTL	DETAIL
DWG	DRAWING
DWY	DRIVEWAY
E	EAST OR EASTING
EA	EACH
EG	EXISTING GRADE
EL, ELEV	ELEVATION

- | | |
|----------|--------------------------------|
| BP | BYPASS |
| BOS | BOTTOM OF
STRUCTURE |
| DISTRICT | IRONHOUSE
SANITARY DISTRICT |
| CLR | CLEAR |
| CONC | CONCRETE |
| CONC'D | CONTINUED |
| CTR | CENTER |
| DEMO | DEMOLITION |
| DIA | DIAMETER |
| DL | DISCHARGE LINE |
| DR | DRAIN |
| DTL | DETAIL |
| DWG | DRAWING |
| DWY | DRIVEWAY |
| E | EAST OR EASTING |
| EA | EACH |
| EG | EXISTING GRADE |
| EL, ELEV | ELEVATION |

(1) A SECTION CUT ON A DRAWING IS IDENTIFIED AS FOLLOWS:

DIRECTION OF VIEW

SECTION LETTER

DRAWING WHERE SECTION IS DETAILED

(2) THE SECTION IS IDENTIFIED AS FOLLOWS:

SECTION

NOT TO SCALE

SECTION LETTER

DRAWING ON WHICH SECTION WAS CUT

(3) DETAILS ARE CROSS REFERENCED IN A SIMILAR MANNER TO THAT OF SECTIONS EXCEPT DETAILS ARE ASSIGNED NUMBERS RATHER THAN LETTERS.

DETAIL

NOT TO SCALE

DETAIL NUMBER

INDICATES THAT DETAIL OR SECTION IS SHOWN ON SAME SHEET AS CALLED OUT

- (1) A SECTION CUT ON A DRAWING IS IDENTIFIED AS FOLLOWS:
-
- DIRECTION OF VIEW
- SECTION LETTER
- DRAWING WHERE SECTION IS DETAILED
- (2) THE SECTION IS IDENTIFIED AS FOLLOWS:
-
- SECTION
- NOT TO SCALE
- SECTION LETTER
- DRAWING ON WHICH SECTION WAS CUT
- (3) DETAILS ARE CROSS REFERENCED IN A SIMILAR MANNER TO THAT OF SECTIONS EXCEPT DETAILS ARE ASSIGNED NUMBERS RATHER THAN LETTERS.
-
- DETAIL
- NOT TO SCALE
- DETAIL NUMBER
- INDICATES THAT DETAIL OR SECTION IS SHOWN ON SAME SHEET AS CALLED OUT

EQUIPMENT CALL OUT

MX-01 **MX-01** FUTURE

EQUIPMENT NUMBER, SEE SCHEDULE HEREON
AND SPECIFICATIONS

EQUIPMENT CODE (SEE HEREON)

PIPING CALL OUT

6" PVC **6" PVC** EXISTING

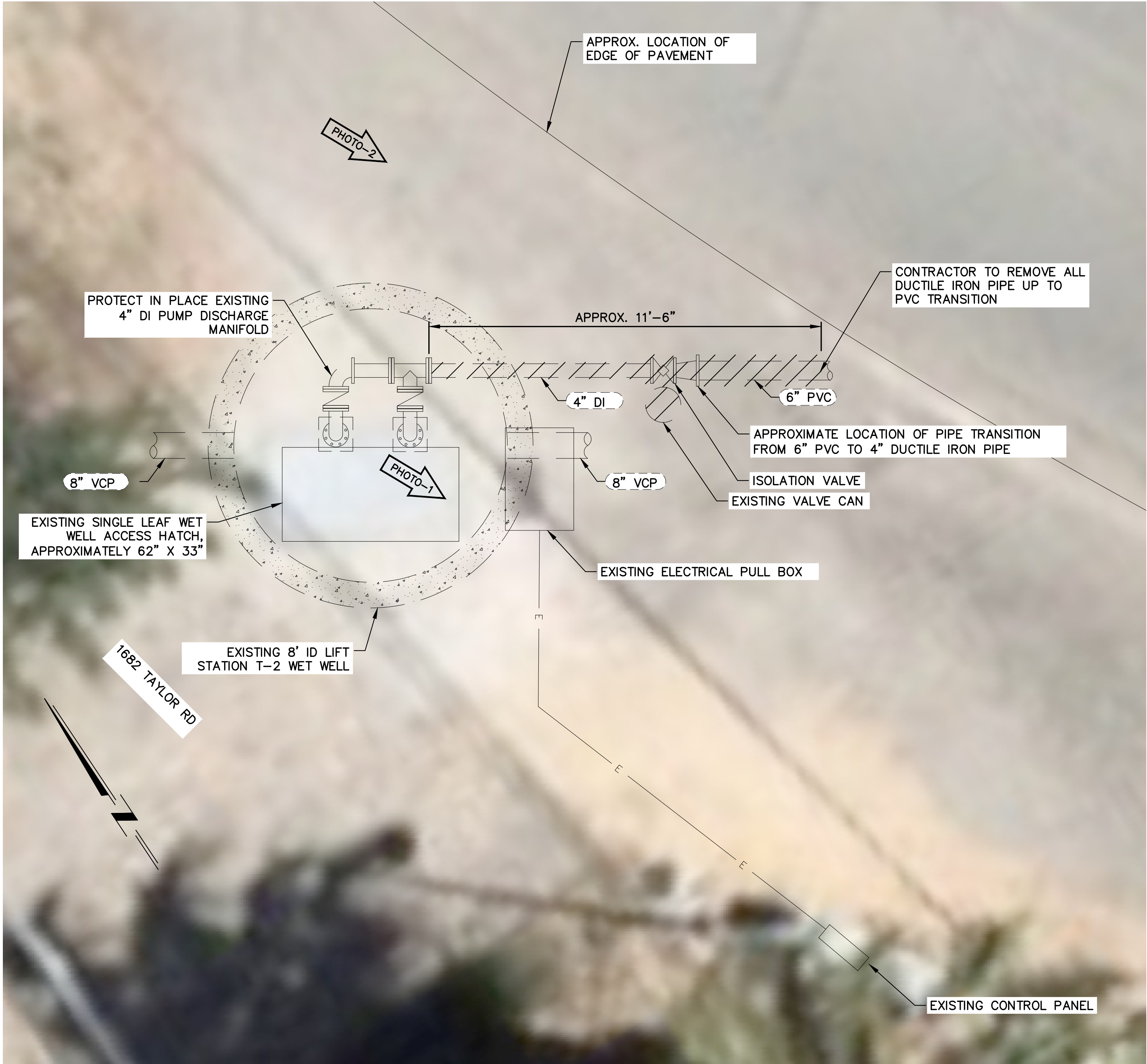
PIPING SERVICE IDENTIFICATION (G-3
ABBREVIATIONS)

PIPE DIAMETER SIZE

- EQUIPMENT CALL OUT
- MX-01** **MX-01** FUTURE
- EQUIPMENT NUMBER, SEE SCHEDULE HEREON
AND SPECIFICATIONS
- EQUIPMENT CODE (SEE HEREON)
- PIPING CALL OUT
- 6" PVC** **6" PVC** EXISTING
- PIPING SERVICE IDENTIFICATION (G-3
ABBREVIATIONS)
- PIPE DIAMETER SIZE

[illegible]

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LIFT STATION T-2 PLAN
SCALE: 1/2"=1"

NOTES:

1. CONTRACTOR SHALL PROTECT IN PLACE ALL SURFACE FEATURES, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY DEPTH, SIZE, LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES.
2. CONTRACTOR SHALL POTHOLE AS NEEDED TO INSTALL THE PROPOSED DESIGN.
3. CONTRACTOR SHALL PERFORM EARTHWORK AS NEEDED TO DEMOLISH THE IDENTIFIED ASSETS.
4. CONTRACTOR TO FIELD VERIFY LIMIT OF PIPE DEMOLISHED BASED ON NEW DESIGN.



PHOTO 1 - CONTROL PANEL
NOT TO SCALE

1

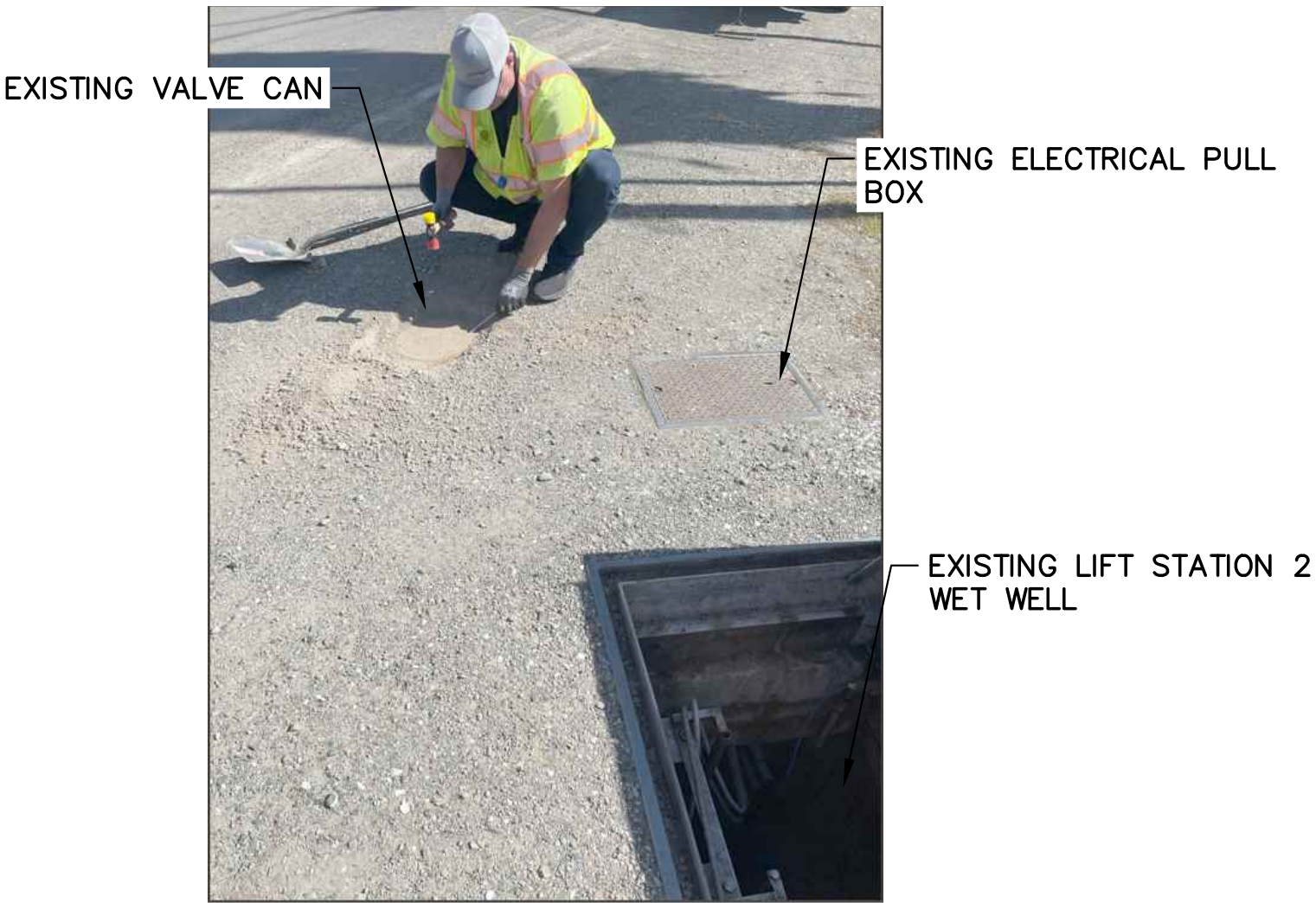
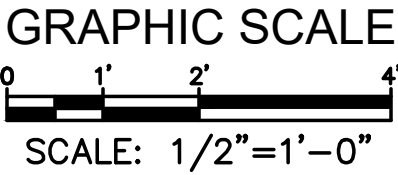


PHOTO 2 - VAULT PROXIMITY
NOT TO SCALE

2



						DESIGNED <u> KD </u>	DRAWN <u> HG </u>	ENGINEER: KENNETH C. DEIBERT, JR. 07/24/26 DATE R.C.E. No. 62246 EXP. 09/30/27 NAME OF FIRM: Dudek 687 S COAST HWY, STE 101 FIRM ADDRESS: Encinitas, CA, 92024 TELEPHONE # 760-942-5147		DUDEK 687 S Coast Hwy, Ste 101 Encinitas, CA 92024 / Phone 760.942.5147		RECOMMENDED FOR APPROVAL	RECORD	IRONHOUSE SANITARY DISTRICT	19431.02
					REVIEWED <u> MM </u>	JOB NUMBER <u> 19431.02 </u>	PROJECT ENGINEER					RCE NO.	DATE	TAYLOR ROAD LIFT STATION IMPROVEMENTS	DRAWING D-02
REV.	DATE	BY	DESCRIPTION	APPROVED	DATE										
												CHIEF ENGINEER	RCE NO.	DATE	

GRAPHIC SCALE

SCALE: $1/2'' = 1'-0''$

- NOTES:**
1. CONTRACTOR SHALL PROTECT IN PLACE ALL SURFACE FEATURES, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY DEPTH, SIZE, LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES.
 2. CONTRACTOR SHALL POTHOLE AS NEEDED TO INSTALL THE PROPOSED DESIGN.
 3. CONTRACTOR SHALL PERFORM EARTHWORK AS NEEDED TO DEMOLISH THE IDENTIFIED ASSETS.
 4. CONTRACTOR TO FIELD VERIFY LIMIT OF PIPE DEMOLISHED BASED ON NEW DESIGN.



PHOTO 1 - MANHOLE PROXIMITY 1
NOT TO SCALE



PHOTO 2 - CONTROL PANEL 2
NOT TO SCALE

						DESIGNED <u>KD</u> DRAWN HG REVIEWED MM JOB NUMBER 19431.02	ENGINEER: KENNETH C. DEIBERT, JR. R.C.E. No. 62246 EXP. 09/30/27 NAME OF FIRM: Dudek 687 S COAST HWY, STE 101 FIRM ADDRESS: Encinitas, CA. 92024 TELEPHONE # 760-942-5147	07/24/26 DATE		DUDEK 687 S Coast Hwy, Ste 101 Encinitas, CA 92024 / Phone 760.942.5147		RECOMMENDED FOR APPROVAL _____ PROJECT ENGINEER RCE NO. _____ APPROVED _____ CHIEF ENGINEER RCE NO. _____	RECORD _____ DATE _____ RECORD _____ DATE _____	IRONHOUSE SANITARY DISTRICT TAYLOR ROAD LIFT STATION IMPROVEMENTS DEMOLITION PLAN – LIFT STATION T–3	19431.02 DRAWING D-03 SHEET 5 OF 9
REV.	DATE	BY	DESCRIPTION	APPROVED	DATE										

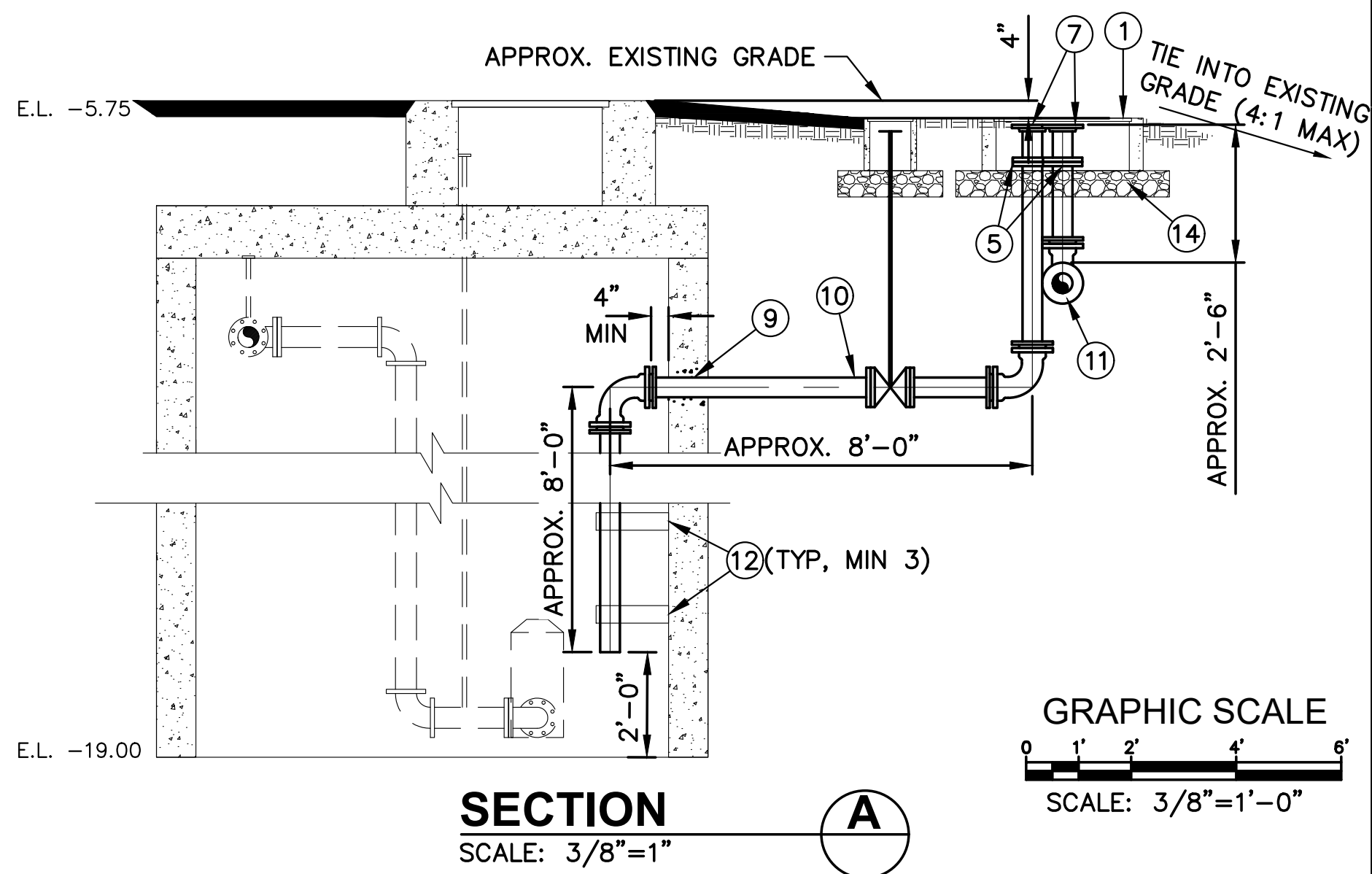
GRAPHIC SCALE



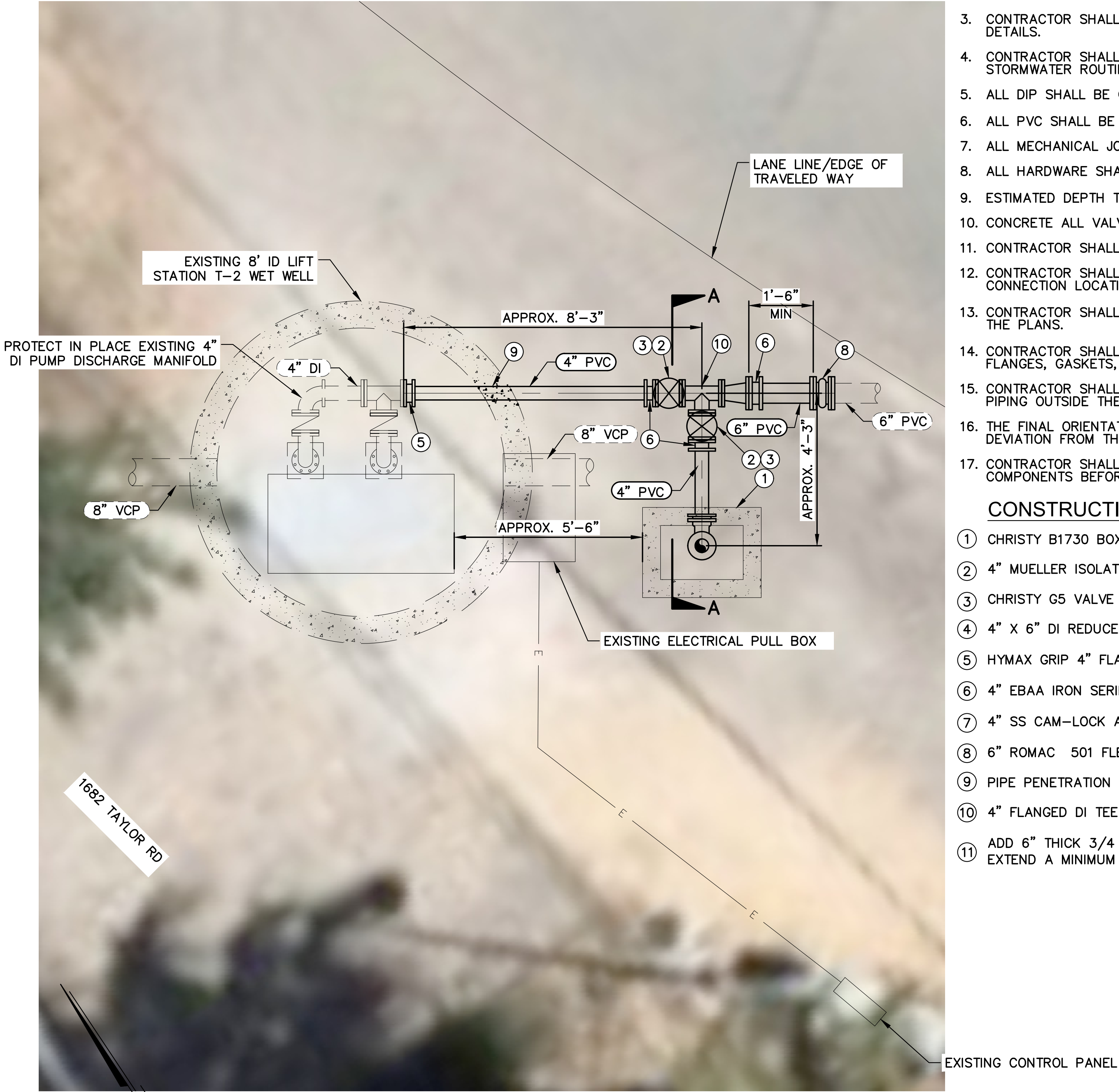
SCALE: $\frac{1}{2}'' = 1' - 0''$

1. CONTRACTOR SHALL PROTECT AND MAINTAIN IN PLACE ALL SURFACE FEATURES, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY DEPTH, SIZE, LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES.
2. CONTRACTOR SHALL POTHOLE AS NEEDED TO INSTALL THE PROPOSED DESIGN.
3. CONTRACTOR SHALL PERFORM EARTHWORK AS NEEDED TO INSTALL THE PROPOSED DESIGN IN ACCORDANCE WITH THE CENTRAL CONTRA COSTA SANITARY STANDARD PLAN 20-01, TRENCH DETAILS.
4. CONTRACTOR SHALL ENSURE NEW GRADE SLOPES AWAY FROM THE NEW CHRISTY BOX OR APPROVED EQUAL AND DOES NOT CREATE ANY HIGH POINTS THAT WOULD INHIBIT EXISTING STORMWATER ROUTING.
5. ALL DIP SHALL BE COATED WITH PROTECTO 401 AND WRAPPED IN PLASTIC. ALL DIP SHALL BE PRESSURE CLASS 350.
6. ALL PVC SHALL BE C-900 DR14. ALL C-900 PVC DR14 PIPE SHALL BE CONNECTED VIA 4" DI MECHANICAL JOINTS UNLESS OTHERWISE SPECIFIED.
7. ALL MECHANICAL JOINTS SHALL BE RESTRAINED, EBAA IRON SERIES 2000PV MEGALUG, OR APPROVED EQUAL.
8. ALL HARDWARE SHALL BE 316 SS.
9. ESTIMATED DEPTH TO EXISTING FM INVERT IS APPROX. 7'-0".
10. DEPTH OF SUCTION LINE AT WET WELL SHALL BE 4'-3" MIN AS TO NOT INTERFERE WITH THE #4 DOWEL AT WET WELL PENETRATION.
11. CONCRETE ALL VALVE BOXES AND VALVE CANS TO GRADE.
12. CONTRACTOR SHALL USE GARLOCK FLANGE GASKETS OR APPROVED EQUAL AT ALL FLANGED LOCATIONS UNLESS OTHERWISE SPECIFIED BY PRODUCT MANUFACTURER.
13. CONTRACTOR SHALL POTHOLE AND FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION, DEPTH, DIAMETER, MATERIAL, AND ALIGNMENT OF THE EXISTING FORCE MAIN AT THE PROPOSED CONNECTION LOCATION BEFORE FABRICATION OR INSTALLATION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
14. CONTRACTOR SHALL PROVIDE AND INSTALL NEW 4" C-900 DR BYPASS-DISCHARGE PIPING FROM THE PROPOSED T-1 BYPASS CONNECTION TO THE EXISTING FORCE MAIN, AS SHOWN ON THE PLANS.
15. CONTRACTOR SHALL PROVIDE THE COMPLETE CONNECTION ASSEMBLY, INCLUDING THE REQUIRED TEE, 4" ISOLATION VALVE, REDUCER, RESTRAINED MECHANICAL-JOINT FITTINGS, ADAPTERS, FLANGES, GASKETS, 316 SS HARDWARE, AND OTHER COMPONENTS SHOWN ON THE PLANS OR REQUIRED TO COMPLETE THE CONNECTION.
16. CONTRACTOR SHALL LIMIT DEMOLITION OF THE EXISTING PIPING TO THE MINIMUM EXTENT NECESSARY TO INSTALL THE NEW CONNECTION ASSEMBLY AND BYPASS-DISCHARGE PIPING. EXISTING PIPING OUTSIDE THE IDENTIFIED DEMOLITION LIMITS SHALL BE PROTECTED IN PLACE.
17. THE FINAL ORIENTATION AND ELEVATION OF THE TEE, VALVES, FITTINGS, AND ASSOCIATED CONNECTION COMPONENTS SHALL BE BASED ON VERIFIED FIELD CONDITIONS. ANY REQUIRED DEVIATION FROM THE PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER BEFORE INSTALLATION.
18. CONTRACTOR SHALL SUBMIT A PIPING LAYOUT OR SHOP DRAWING SHOWING THE PROPOSED CONNECTION ASSEMBLY, VALVES, FITTINGS, RESTRAINTS, FLANGES, AND OTHER CONNECTION COMPONENTS BEFORE FABRICATION OR INSTALLATION.

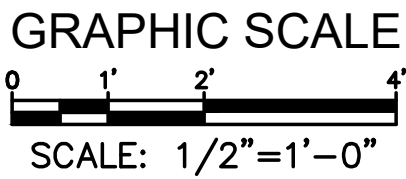
- ① CHRISTY B1730 BOX WITH B1730-51JH LID OR APPROVED EQUAL INSTALLED PER MANUFACTURER RECOMMENDATION
- ② 4" MUELLER ISOLATION GATE VALVE OR APPROVED EQUAL
- ③ CHRISTY G5 VALVE CAN OR APPROVED EQUAL INSTALLED PER MANUFACTURER RECOMMENDATION
- ④ 4" X 6" DI REDUCER P401 LINED FITTING
- ⑤ HYMAX GRIP 4" FLANGE ADAPTER OR APPROVED EQUAL
- ⑥ 4" EBAA IRON SERIES 2000PV MEGALUG OR APPROVED EQUAL
- ⑦ 4" SS CAM-LOCK ADAPTER, DIXON 400 DL-SS WITH DUST PLUG, DIXON 400-DP-SS-4, OR APPROVED EQUAL
- ⑧ 6" ROMAC 501 FLEXIBLE COUPLING OR APPROVED EQUAL
- ⑨ PIPE PENETRATION PER M-04 DETAIL 1
- ⑩ 4" PVC SUCTION LINE TO WET WELL
- ⑪ 4" PVC DISCHARGE TO FM
- ⑫ 4" FABRICATED 316 SST PIPE BRACKET
- ⑬ 4" FLANGED DI TEE P401 LINED FITTING
- ⑭ ADD 6" THICK 3/4 CRUSHED ROCK BEDDING BELOW BOX, EXTEND A MINIMUM OF 6" BEYOND THE FOOTPRINT OF THE BOX

[illegible]

P:\101.ENGINEERING\IRONHOUSE SANITARY DISTRICT\19431.02 TAYLOR RD LS IMPROVEMENTS\06. CAD\75% SUBMITTAL\19431.02 M SHEETS.DWG, FILE DATE: 7/23/2026 5:18 PM, PRINT DATE: 7/23/2026 5:41 PM, BY: HILARY GOLDSCHMIDT



LIFT STATION T-2 PLAN
SCALE: 1/2"=1'

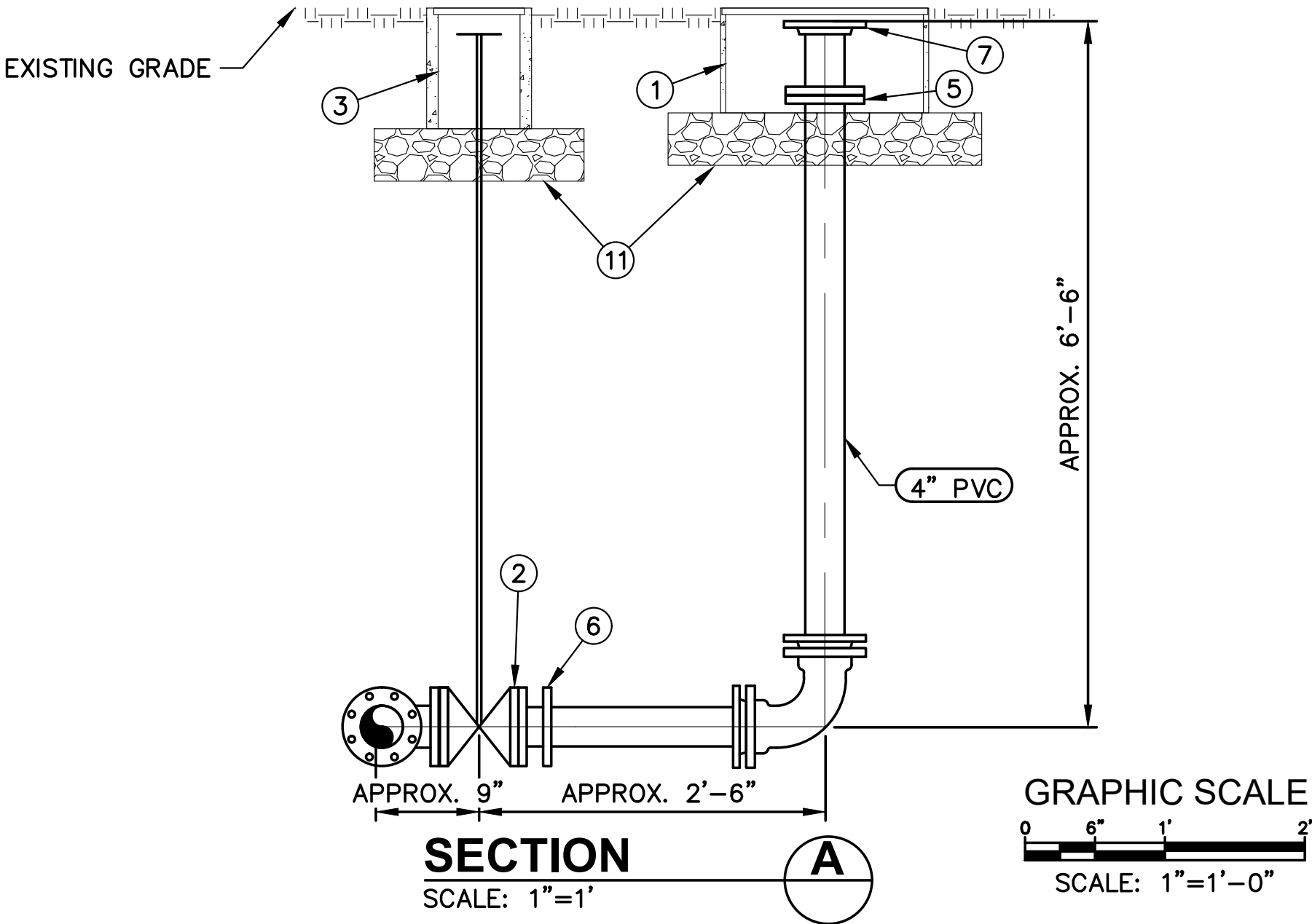


NOTES:

1. CONTRACTOR SHALL PROTECT IN PLACE ALL SURFACE FEATURES, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY DEPTH, SIZE, LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES.
2. CONTRACTOR SHALL POTHOLE AS NEEDED TO INSTALL THE PROPOSED DESIGN.
3. CONTRACTOR SHALL PERFORM EARTHWORK AS NEEDED TO INSTALL THE PROPOSED DESIGN IN ACCORDANCE WITH THE CENTRAL CONTRA COSTA SANITARY STANDARD PLAN 20-01, TRENCH DETAILS.
4. CONTRACTOR SHALL ENSURE NEW GRADE SLOPES AWAY FROM THE NEW CHRISTY BOX OR APPROVED EQUAL AND DOES NOT CREATE ANY HIGH POINTS THAT WOULD INHIBIT EXISTING STORMWATER ROUTING.
5. ALL DIP SHALL BE COATED WITH PROTECTO 401 AND WRAPPED IN PLASTIC. ALL DIP SHALL BE PRESSURE CLASS 350.
6. ALL PVC SHALL BE C-900 DR14. ALL C-900 PVC DR14 PIPE SHALL BE CONNECTED VIA 4" DI MECHANICAL JOINTS UNLESS OTHERWISE SPECIFIED.
7. ALL MECHANICAL JOINTS SHALL BE RESTRAINED, EBAA IRON SERIES 2000PV MEGALUG, OR APPROVED EQUAL.
8. ALL HARDWARE SHALL BE 316 SS.
9. ESTIMATED DEPTH TO EXISTING FM INVERT IS APPROX. 6.5'
10. CONCRETE ALL VALVE BOXES AND VALVE CANS TO GRADE.
11. CONTRACTOR SHALL USE GARLOCK FLANGE GASKETS OR APPROVED EQUAL AT ALL FLANGED LOCATIONS UNLESS OTHERWISE SPECIFIED BY PRODUCT MANUFACTURER.
12. CONTRACTOR SHALL POTHOLE AND FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION, DEPTH, DIAMETER, MATERIAL, AND ALIGNMENT OF THE EXISTING FORCE MAIN AT THE PROPOSED CONNECTION LOCATION BEFORE FABRICATION OR INSTALLATION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
13. CONTRACTOR SHALL PROVIDE AND INSTALL NEW 4" C-900 DR BYPASS-DISCHARGE PIPING FROM THE PROPOSED T-2 BYPASS CONNECTION TO THE EXISTING FORCE MAIN, AS SHOWN ON THE PLANS.
14. CONTRACTOR SHALL PROVIDE THE COMPLETE CONNECTION ASSEMBLY, INCLUDING THE REQUIRED TEE, 4" ISOLATION VALVE, REDUCER, RESTRAINED MECHANICAL-JOINT FITTINGS, ADAPTERS, FLANGES, GASKETS, 316 SS HARDWARE, AND OTHER COMPONENTS SHOWN ON THE PLANS OR REQUIRED TO COMPLETE THE CONNECTION.
15. CONTRACTOR SHALL LIMIT DEMOLITION OF THE EXISTING PIPING TO THE MINIMUM EXTENT NECESSARY TO INSTALL THE NEW CONNECTION ASSEMBLY AND BYPASS-DISCHARGE PIPING. EXISTING PIPING OUTSIDE THE IDENTIFIED DEMOLITION LIMITS SHALL BE PROTECTED IN PLACE.
16. THE FINAL ORIENTATION AND ELEVATION OF THE TEE, VALVES, FITTINGS, AND ASSOCIATED CONNECTION COMPONENTS SHALL BE BASED ON VERIFIED FIELD CONDITIONS. ANY REQUIRED DEVIATION FROM THE PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER BEFORE INSTALLATION.
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CONSTRUCTION LEGEND

- ① CHRISTY B1730 BOX WITH B1730-51JH LID OR APPROVED EQUAL INSTALLED PER MANUFACTURER RECOMMENDATION
- ② 4" MUELLER ISOLATION GATE VALVE OR APPROVED EQUAL
- ③ CHRISTY G5 VALVE CAN OR APPROVED EQUAL INSTALLED PER MANUFACTURER RECOMMENDATION
- ④ 4" X 6" DI REDUCER P401 LINED FITTING
- ⑤ HYMAX GRIP 4" FLANGE ADAPTER OR APPROVED EQUAL
- ⑥ 4" EBAA IRON SERIES 2000PV MEGALUG OR APPROVED EQUAL
- ⑦ 4" SS CAM-LOCK ADAPTER, DIXON 400 DL-SS WITH DUST PLUG, DIXON 400-DP-SS-4, OR APPROVED EQUAL
- ⑧ 6" ROMAC 501 FLEXIBLE COUPLING OR APPROVED EQUAL
- ⑨ PIPE PENETRATION PER M-04 DETAIL 1
- ⑩ 4" FLANGED DI TEE P401 LINED FITTING
- ⑪ ADD 6" THICK 3/4 CRUSHED ROCK BEDDING BELOW BOX, EXTEND A MINIMUM OF 6" BEYOND THE FOOTPRINT OF THE BOX



						DESIGNED <u> KD </u> DRAWN <u> HG </u>	ENGINEER: KENNETH C. DEIBERT, JR 07/24/26 DATE R.C.E. No. 62246 EXP. 09/30/27 NAME OF FIRM: Dudek 687 S COAST HWY, STE 101 FIRM ADDRESS: Encinitas, CA. 92024 TELEPHONE # 760-942-5147		DUDEK 687 S Coast Hwy, Ste 101 Encinitas, CA 92024 / Phone 760.942.5147		RECOMMENDED FOR APPROVAL _____	RECORD _____	IRONHOUSE SANITARY DISTRICT	19431.02	
					REVIEWED <u> MM </u> JOB NUMBER <u> 19431.02 </u>	PROJECT ENGINEER RCE NO. _____					DATE _____	TAYLOR ROAD LIFT STATION IMPROVEMENTS			DRAWING M-02
						APPROVED _____					RECORD _____				MECHANICAL SITE PLAN – LIFT STATION T-2
REV.	DATE	BY	DESCRIPTION	APPROVED	DATE										

P:\101\ENGINEERING\IRONHOUSE SANITARY DISTRICT\19431.02 TAYLOR RD LS IMPROVEMENTS\06. CAD\75% SUBMITTAL\19431.02 M SHEETS.DWG, FILE DATE: 7/23/2026 5:18 PM, PRINT DATE: 7/23/2026 5:41 PM, BY: HILARY GOLDSCHMIDT



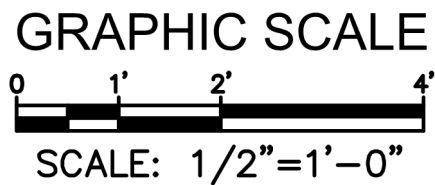
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8. ALL HARDWARE SHALL BE 316 SS.
9. ESTIMATED DEPTH TO EXISTING FM INVERT IS APPROX. 5'-0".
10. CONCRETE ALL VALVE BOXES AND VALVE CANS TO GRADE.
11. CONTRACTOR SHALL USE GARLOCK FLANGE GASKETS OR APPROVED EQUAL AT ALL FLANGED LOCATIONS UNLESS OTHERWISE SPECIFIED BY PRODUCT MANUFACTURER.
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CONSTRUCTION LEGEND

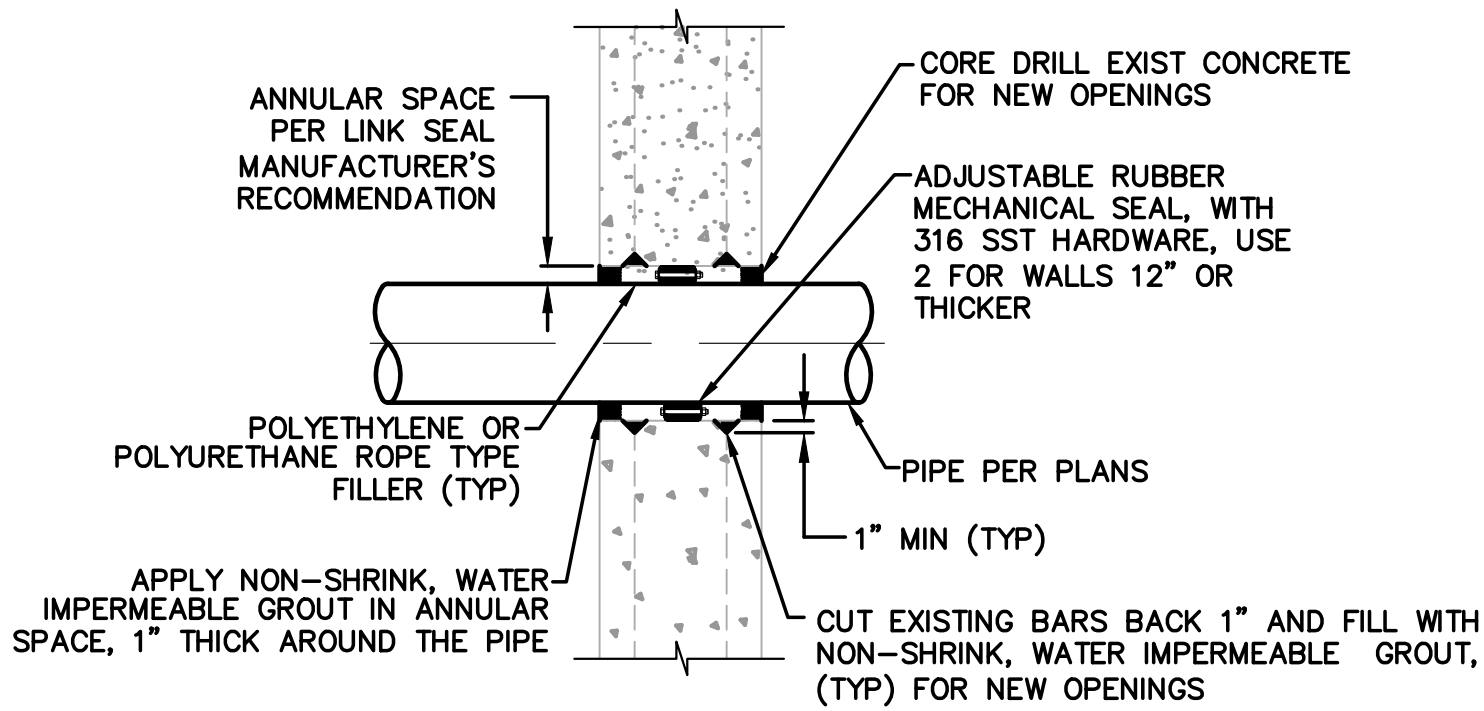
- ① NOT USED
- ② NOT USED
- ③ HYMAX GRIP 4" FLANGE ADAPTER OR APPROVED EQUAL
- ④ 4" ROMAC 501 FLEXIBLE COUPLING OR APPROVED EQUAL
- ⑤ PIPE PENETRATION PER M-04 DETAIL 1

LIFT STATION T-3 PLAN
SCALE: 3/8"=1"



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P:\101.ENGINEERING\IRONHOUSE SANITARY DISTRICT\19431.02 TAYLOR RD LS IMPROVEMENTS\06. CAD\75% SUBMITTAL\19431.02 M SHEETS.DWG, FILE DATE: 7/23/2026 5:18 PM, PRINT DATE: 7/23/2026 5:41 PM, BY: HILARY GOLDSCHMIDT

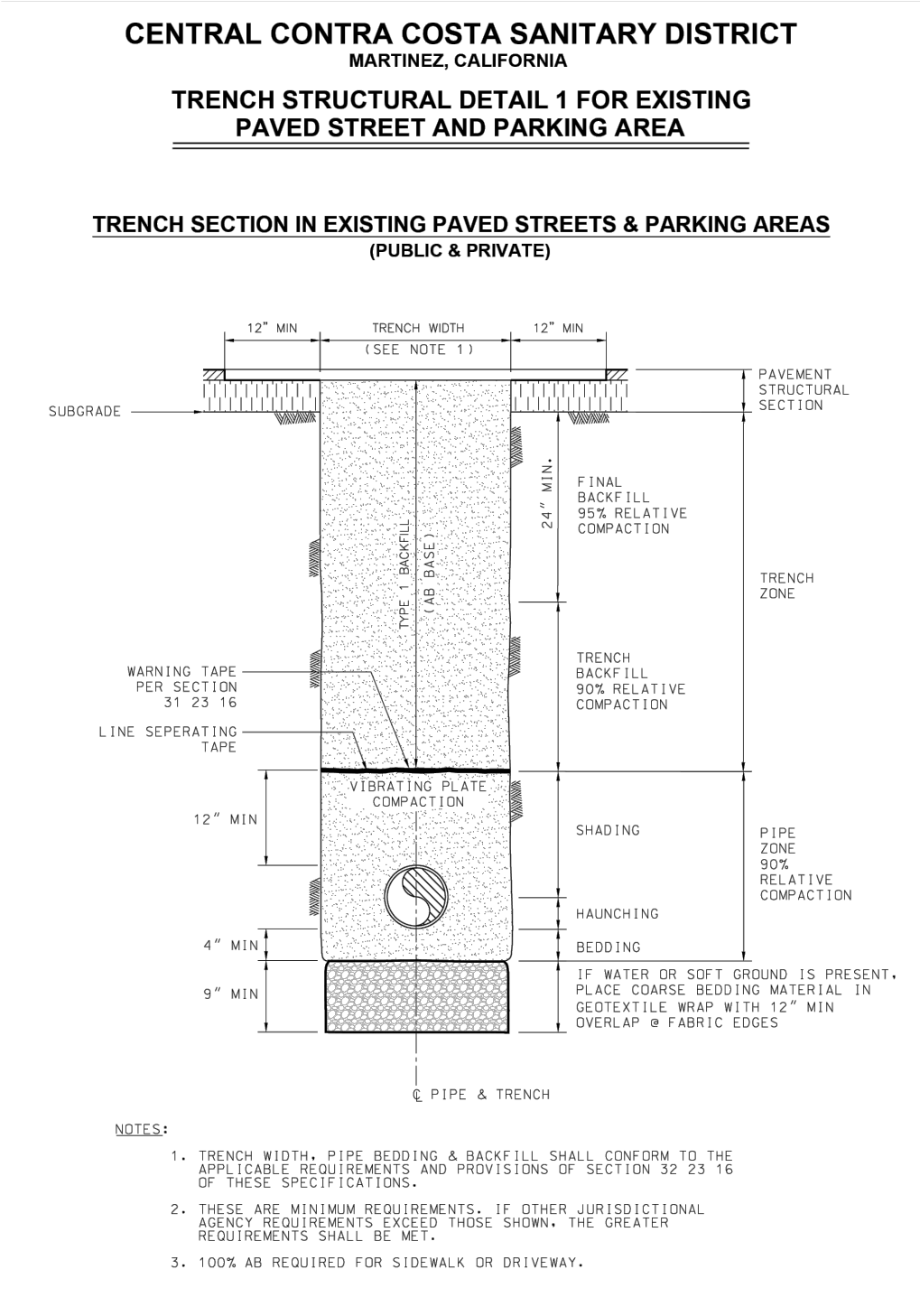
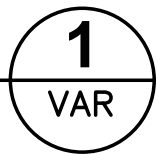


NOTES:

1. WET WELL WALL AT PIPE PENETRATION SHALL BE CLEANED AND HAVE A MINIMUM OF 250 MILS OF NON-SHRINK, WATER IMPERMEABLE GROUT APPLIED TO A MINIMUM OF 6-INCHES AROUND THE NEW PIPE OPENING.
2. NON-SHRINK, WATER IMPERMEABLE GROUT SHALL BE SIK-928 OR APPROVED EQUAL.
3. FOR REPLACING PIPES IN EXISTING PIPE PENETRATIONS, CONTRACTOR SHALL REMOVE ALL EXISTING GROUT FROM THE EXISTING CONCRETE OPENING AND REPAIR ANY DAMAGED CONCRETE WITH CEMENTITIOUS GROUT TO RESTORE THE PIPE PENETRATION TO THE ORIGINAL CORE-DRILLED DIMENSIONS. CONTRACTOR SHALL PERFORM ANY SURFACE PREPARATION REQUIRED TO ACHIEVE A SMOOTH CIRCULAR PENETRATION. CONTRACTOR TO NOTIFY DISTRICT IF THIS CANNOT BE ACHIEVED.

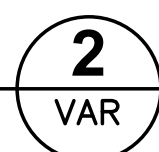
STANDARD PIPE PENETRATION DETAIL

NOT TO SCALE



STANDARD TRENCH SECTION

NOT TO SCALE



						DESIGNED <u> KD </u> DRAWN <u> HG </u>	ENGINEER:				RECOMMENDED FOR APPROVAL	RECORD	IRONHOUSE SANITARY DISTRICT	19431.02
						REVIEWED <u> MM </u> JOB NUMBER <u> 19431.02 </u>	KENNETH C. DEIBERT, JR	07/24/26	DATE		PROJECT ENGINEER	RCE NO. <u> </u> DATE <u> </u>	TAYLOR ROAD LIFT STATION IMPROVEMENTS	DRAWING M-04
							R.C.E. No. 62246 EXP. 09/30/27				APPROVED	RECORD	MECHANICAL DETAILS	SHEET
REV.	DATE	BY	DESCRIPTION	APPROVED	DATE		NAME OF FIRM: Dudek				CHIEF ENGINEER	RCE NO. <u> </u> DATE <u> </u>		9 OF 9
							FIRM ADDRESS: 687 S COAST HWY, STE 101 Encinitas, CA. 92024							
							TELEPHONE # 760-942-5147							

DUDEK
687 S Coast Hwy, Ste 101
Encinitas, CA 92024 / Phone 760.942.5147