

**TRIUNFO WATER & SANITATION
DISTRICT
2023 BELL CANYON SEWER MAINLINE
REHABILITATION PROJECT
BID NO. T23-001**

CONTRACT SPECIFICATIONS

Issued For Bid

April 7, 2023

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PART I: BID DOCUMENTS

NOTICE INVITING BIDS TRIUNFO WATER & SANITATION DISTRICT

Notice is hereby given that **sealed bids will be received** at the office of the Triunfo Water & Sanitation District (District), 370 N. Westlake Blvd., Suite 100, Westlake Village, CA 93162, **until 2:00 p.m. local time, on Wednesday, May 10, 2023**, at which time the bids will be publicly opened and read aloud for the following project:

2023 Bell Canyon Sewer Mainline Rehabilitation Project Bid No. T23-001

Bids are requested to construct the 2023 Bell Canyon Sewer Mainline Rehabilitation Project, including site work, concrete work, civil, mechanical, and all other miscellaneous work as described in the Contract Documents. The Work to be performed consists of furnishing all equipment, labor, materials, services, specialty items, and appurtenances for construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project. The estimated cost of the Work is \$150,000.

Drawings, specifications and proposal documents may be examined at the District office at 370 N. Westlake Blvd., Suite 100, Westlake Village, CA 93162. Electronic copies of the Contract Documents may be obtained from the District's website <https://www.triunfowsd.com/public-information/>, or from the Clerk of the Board by contacting Fidela Garcia 805-658-4602 or emailing fidelagarcia@triunfowsd.com.

The following plan room services have obtained copies of the Contract Documents for the Work contemplated herein:

BidAmerica
41085 Elm Street
Murrieta, CA 92562

Dodge Data & Analytics
830 Third Avenue, 6th Floor
New York, NY 10022

Ventura Co. Contractors Assoc.
1830 Lockwood, Suite 110
Oxnard, CA 93030

Bidders are reminded that they must comply with the provisions of the California Labor Code pertaining to the payment of prevailing wage rates (Labor Code §1770 et seq.). Pursuant to Labor Code §1773.2, a copy of the prevailing per diem rates of wages in Ventura County is on file with the District Clerk of the Board. A copy of these rates of wages will be made available to any interested party upon request. Contractor must have copies of the prevailing wage schedule at the job site.

All bids must be made in accordance with the statutes of the State of California, local laws applicable thereto, and as directed in the proposal documents.

Each bid shall be made on the Proposal Forms located within the Contract Documents and enclosed in a sealed envelope bearing on the outside the name of the bidder, its address, Bid No., and the name of the project, with no other distinguishing mark(s). The Proposal Form consists of the following documents: Proposal Form; Bid Form; Proposal Bid Bond; Noncollusion Declaration; Statement of Qualifications and Business References. All documents comprising the Proposal Form must be fully completed by the bidder and timely received by District for a bid to be considered responsive and eligible for consideration. A proposal guarantee of not less than ten percent (10%) of the total bid amount shall accompany each bid and may be in the form of cash, a bid bond, cashier's check, or certified check payable to Triunfo Water & Sanitation District.

Qualified securities will be permitted in lieu of cash retentions in accordance with California Public Contract Code §22300.

It shall be the sole responsibility of the bidder to see that its bid is received by the District before the time of bid closure as specified above. Any bid received after the scheduled closing time for receipt of bids, as specified above, shall be returned to the bidder unopened. Incomplete forms or forms not submitted with your Proposal may cause rejection of your bid.

Each bidder must be a licensed Contractor in the State of California (Class A) and qualified to perform the work described in the Contract.

The District Board of Directors reserves the right to reject any or all bids, and to waive any or all irregularities. Award of the Contract, if any, will be made within 10 working days after the date of bid opening, to the lowest responsive, responsible bidder as determined by the Board in its sole judgment. No bidder may withdraw its bid for 60 days after the date of bid opening. Work shall begin within 10 days after receipt of the Notice to Proceed (NTP) and all work shall be completed within sixty (60) working days from the date stated in the NTP.

Pursuant to Title 15, Chapter 7 of the California Civil Code (§9550 et seq.), if this Contract involves an expenditure in excess of \$25,000, the successful bidder must before entering upon performance of the work file a Payment (Labor & Materials) Bond with the District in the form set forth in the Contract Documents or in such other form as is satisfactory to the District. The amount of the Payment Bond shall be 100 percent of the Contract price.

The successful bidder must, before entering upon performance of the work, file a Performance Bond with the District in the form set forth in the Contract Documents or in such other form as is satisfactory to the District. The amount of the Performance Bond shall be 100 percent of the Contract price.

A mandatory pre-bid conference will be held at 10:00 a.m. local time, on April 18, 2023, at the job site in Bell Canyon. Potential Bidders will assemble just before the guard gate entrance, located east of 7 Bell Canyon Rd, Bell Canyon, CA 91307. Punctual arrival is important to gain entrance with the caravan. The meeting will be held for the purpose of answering any questions concerning the project and site inspection. None of the information transmitted at this meeting will be construed to modify the plans and specifications in any way. Any modification will be forwarded to all Contract Documents holders as a written addendum.

Dated April 3, 2023

Mark Norris, General Manager

Published in the
Ventura County Star on April 7, 2023 and April 17, 2023

INSTRUCTIONS TO BIDDERS

Section 1. Examination of Site and Contract Documents

Each bidder shall visit the site of the proposed work and fully acquaint themselves with conditions relating to the project so they will fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents, project drawings and specifications. The failure or omission of any bidder to receive or examine any Contract Documents, forms, instruments, addenda or other documents, or to visit the site and become acquainted with its existing conditions, shall in no way relieve any bidder from obligations with respect to the bid or the Contract. Submission of a bid shall be taken as prima facie evidence of compliance with this section.

Section 2. Interpretation of Drawings, Specifications and Contract Documents

If a potential bidder is in doubt as to the true meaning or intent of any part of the drawings, specifications or other Contract Documents, or finds errors in or omissions from the drawings and specifications, the bidder may submit to the District Office a written request for an interpretation or correction thereof. Such written request shall be made to the District far enough in advance of the bid opening to allow time for issuance of an appropriate written addenda. Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. District shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications, regardless of when or by whom such oral communications are made, and the bidder should not rely upon such oral communications in preparing its bid.

Section 3. Preparation of Proposal Form

a. Bids on the blue Proposal Form (which includes the Bid Form) provided by District shall be submitted at such time and place as is stated in the Notice Inviting Bids. All blank spaces in the Proposal Form must be filled in, in typewriter or ink, in both words and figures where required. The total bid, except on the Bid Form, must be stated in both words and figures.

b. No changes shall be made in the phraseology of the forms. Any additions, deletions, conditions or limitations to the Proposal Form; incomplete or partial proposals; recapitulations of the work bid upon; alternative proposals; or any modification of the Proposal Form which is not specifically called for in the Contract Documents will render the proposal irregular. Such modifications or proposals may result in District rejection of the bid as not being responsive to the invitation to bid.

c. Bidders will not be released on account of errors. Written amounts shall govern in cases of discrepancy between amounts stated in writing and amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. If a unit price is omitted, it will be determined from the item total, if entered. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum or extension, a dollar sign will be assumed to be the bidder's intent.

d. The bid submitted must not contain any erasures, interlineations or other corrections unless such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature of the person or persons authorized to sign the bid.

Section 4. Preparation of Bid Form

a. State on the Bid Form, in figures, the unit prices, lump-sum prices, and extensions as indicated, which shall be the prices for which the bidder proposes to supply all materials and services and perform all work required by the drawings and specifications. All items described are to be construed as complete and in place. Prices quoted shall include all taxes and fees imposed upon the bidder. Bid on all items listed in the Bid Forms unless otherwise indicated on said form.

b. When the proposal for the work is to be submitted on a unit price basis, unit price proposals will be accepted on all items of work set forth in the Bid Form, except those designated to be paid for as a lump sum. The estimate of quantities of work to be done is tabulated in the Bid Form and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of contract shall be made. Payment to Contractor will be made on the measurement of work actually performed by Contractor as specified in the Contract Documents. District reserves the right to increase or decrease the amount of any class of work as may be deemed necessary, unless otherwise specified in the Special Provisions.

c. When the proposal for the work is to be submitted on a lump-sum basis, a single lump-sum price shall be submitted in the appropriate place. The amount to be paid to Contractor shall be the amount of the lump-sum proposal as adjusted for additions or deletions resulting from changes in construction.

Section 5. Signatures

The bidder shall date and sign proposal in ink, in the space provided. The bid must be signed in the name of the bidder. Unsigned proposals will not be considered. If the bidder is a corporation, the legal name of the corporation shall be set forth in the space provided, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a partnership, the true name of the partnership shall be set forth in the space provided, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney must either be on file with District prior to opening of proposals or submitted with the proposal; otherwise, the proposal will be regarded as not properly authorized and will not be considered.

Section 6. Licensing of Bidders

Prior to submission of bids, bidders shall be licensed in accordance with the provisions of California Business & Professions Code Section 7000 et seq. in the classification required for the work bid on. The bidder's license number, license classification and license expiration date shall be inserted in the Proposal Form. The bidder's name shall correspond in all respects with the name shown on the license. License numbers, names and expiration dates are verified with the State of California.

Section 7. Bid Security Deposit

Each bid shall be accompanied by cash, a certified or cashier's check drawn on a bank in good standing payable to the Triunfo Water & Sanitation District, or a Bid Bond written by a corporate surety satisfactory to District, in an amount not less than ten percent of the total proposal amount. The cash, check or bond shall be given as a guarantee the successful bidder(s) shall execute the Contract in conformance with the Contract Documents and shall provide the bond or bonds as specified in the Contract after notification of the award of Contract to the bidder. Deposits of three or more responsive low bidders, the number being at the sole discretion of District, will be held for 60 days or until execution of the Contract,

whichever first occurs, at which time the deposits will be returned to unsuccessful bidder(s). All other deposits will be returned after consideration of the bids.

Section 8. Noncollusion Declaration

As required by California Public Contract Code Section 7106, the bidder must execute and deliver with the Proposal Form a “Noncollusion Declaration to be Executed by Bidder and Submitted with Bid” (“Noncollusion Declaration”) in the form included herein.

Section 9. Agreements and Bonds

Where bids are \$5,000 or more, the Contract which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which will be required at the time of execution of the Contract, are included in the Contract Documents and are on file in the office of the District Clerk of the Board, 370 N. Westlake Blvd., Suite 100, Westlake Village, CA , and should be carefully examined by the bidder.

Section 10. Withdrawal of Bids

Bid proposals may be withdrawn prior to the scheduled closing time for receipt of bids by written request, signed by the bidder or its authorized agent delivered to the Office of the District Clerk of the Board. No bidder may withdraw its bid for 60 days after the date of bid opening.

Section 11. Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make, file or submit more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal.

Section 12. Bid Modifications

a. No oral or telephone (including facsimile) modification of any bid submitted will be considered.

b. If the bidder desires to make changes in a bid item or a group of bid items prior to the time for closing bids, the bidder may complete and deliver the Bid Modification Form included herein and deposit it with the Proposal Form.

c. If used, the Bid Modification Form must be included with a fully executed Proposal Form or delivered separately to the District Clerk of the Board prior to the time for bid closure. The form must be signed and show the proper project description and Bid number. If more than one form is submitted, the latest form shall clearly indicate if it replaces or supplements the previous form(s).

d. When the Bid Modification Form is used and a modification is entered applying to more than one bid item, the adjusted unit prices will be computed as follows:

(1) Unit prices entered on the bid sheet will be multiplied by the numbers of units to get the line totals of the original bid. If necessary, corrections will be made as specified in Section 3.d.

(2) The increase or decrease specified on the Bid Modification Form will be applied to the line totals found in subparagraph (1) above in the proportion those line totals are to the sum of the group of line totals specified to be modified, rounding to the nearest one cent.

(3) Modified unit prices will be computed by dividing the modified line totals found in subparagraph (2) above by numbers of units, rounding to the nearest one cent.

e. When a modification is to be applied to only one bid item, the adjusted unit price will be computed in the same manner except there will be no proportioning done. The bid abstract and Contract will show adjusted prices.

Section 13. Award of Contract

a. Award of the Contract, if any, will be to the lowest responsive, responsible bidder for the total base bid, as determined by District in its sole judgment, within 10 days after the date of the bid opening. District reserves the right to reject any or all bids, and to waive irregularities or informalities in any bids or in the bidding process.

b. Only one Contract will be awarded. Written notice of the award will be delivered or mailed to the bidder's address indicated in the Proposal Form. Upon receipt of the notice of award, the bidder shall promptly obtain the required insurance coverage, certificates of insurance, contract bonds and any other required documents.

Section 14. Execution of the Contract

Within 10 days after receiving notice of the award from District, the successful bidder shall sign and deliver to District the executed Contract, together with all related Contract Documents, including proof of insurance coverage, payment/performance bonds and any other documents as required herein. District shall issue a Notice to Proceed within ten days from the date of execution of the Contract by both parties.

Section 15. Failure to Execute Contract

Should the successful bidder to whom an award has been made fail to execute and deliver to District the Contract Documents within 10 days from the date of receiving notice of the award, District may, subject to the provisions of California Public Contract Code Section 5100 et seq., declare the bidder's bid security deposit forfeited as damages caused by the failure of the bidder to enter into the Contract, and may award the work to the next lowest responsive, responsible bidder, or may alternatively call for new bids.

Section 16. Evidence of Responsibility

Bidders shall submit with their Proposal Form a Statement of Qualifications and Business References showing the bidder's financial resources, its construction experience and other information relevant to performance of the Contract. Upon District's request, a bidder whose bid is under consideration for award of a Contract shall submit other supplemental evidence demonstrating its financial resources, construction experience and any other information deemed relevant by District in its consideration of the bidder's Proposal Form.

Section 17. Listing Subcontractors

Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §4100 et. seq.). These provisions are provided in the Proposal Form.

Section 18. Workers' Compensation

In accordance with provisions of California Labor Code Section 3700, Contractor shall secure the payment of worker's compensation to its employees. Contractor shall sign and file with District a certification of compliance with this law in the form included as part of the Contract Documents prior to performing the work of the contract.

Section 19. Time of Completion

Contractor shall complete, in an acceptable and timely manner, all work contracted for within the time period referenced in the Contract, including, without limitation, its Special and General Provisions. Time extensions will be granted for delays as specified in Article 3 of the General Provisions. Failure to complete the work in a timely fashion shall subject Contractor to liquidated damages as specified in Article 3 of the General Provisions.

Section 20. Compliance with Law

Each bidder shall inform itself of, and the bidder awarded a Contract shall comply with, all federal, state and local laws, statutes, ordinances and regulations relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, permits, fees, consent orders, amended consent orders and/or consent decrees, and similar matters.

Section 21. Job Site Safety

Contractor shall be solely and completely responsible for job site conditions, including safety of all persons on the property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The required and/or implied duty of District to conduct construction review of Contractor's performance does not, and is not intended to, include review of the adequacy of Contractor's safety measures in, on or near the construction site.

Section 22. Insurance

Bidders' attention is directed to the insurance requirements set forth in the General Provisions. It is highly recommended bidders confer with their insurance carriers or brokers to determine in advance of bid submission the availability of insurance coverage and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

BID MODIFICATION FORM

2023 BELL CANYON SEWER MAINLINE REHABILITATION PROJECT

Bid No. T23-001

To Triunfo Water & Sanitation District:

Make the following modifications to the prices bid in this Proposal:

<u>Bid Item</u>	DECREASE the Total Price Bid for Bid Items <u>Indicated in the first column by:</u>	INCREASE the Total Price bid for Bid Items <u>Indicated in the first column by:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: This form may be used to modify the total price bid for an item or group of items on the Proposal Form without the necessity of recomputing line totals, unit prices, or the total price bid. It is particularly intended to allow adjustments for last-minute material quotes or subcontract bids.

Adjustments will be made in accordance with Section 12 of the Instructions to Bidders.

Date: _____

Contractor _____

Signed _____

PROPOSAL FORM

To: Board of Directors
Triunfo Water & Sanitation District
370 N. Westlake Blvd., Suite 100
Westlake Village, CA 93162

For: 2023 Bell Canyon Sewer Mainline Rehabilitation Project - Bid No. T23-001

The undersigned, as bidder, submits this proposal to District Board of Directors and hereby agrees and declares that:

Agreement to Contract

Bidder has carefully examined the location of the proposed work, the proposed form of Contract and all Contract Documents thereto (including General and Special Provisions and the plans therein referred to). Bidder proposes and agrees that if this proposal is accepted, bidder will contract with District in the form of a copy of the Contract as set forth in District's specifications, to provide all necessary labor, machinery, tools, equipment, insurance, etc., and do all work and furnish all materials specified in the Contract, for completion of the subject work, in the manner and time therein prescribed, in a skilled, workmanlike manner to District's satisfaction, and bidder will accept in full payment therefore the amounts as proposed hereunder.

Noncollusion Declaration

Pursuant to California Public Contract Code Section 7106, bidder has executed and delivered with this Proposal Form a Noncollusion Declaration. The provisions of this Noncollusion Declaration are incorporated by reference herein.

Proposal Retention

Proposals delivered to District at the time set for opening shall be irrevocable. No bidder may withdraw its bid for a period of 60 calendar days after the date set for opening of the bids. Cash, a certified or cashier's check, or bid bond in a form acceptable to District in the amount of not less than ten percent of the total bid amount shall be given as a guarantee that bidder will enter into the Contract within the time stated in the Instructions to Bidders if the award is made to bidder by District. In case of refusal or failure by bidder to enter into the Contract in accordance with Section 15 of Instructions to Bidders, the bid security shall be forfeited to District.

Proposal Responsibility

District shall not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

District's Right of Rejection

District reserves the right to reject any or all bids and to waive any irregularities or informalities in the bids or in the bidding.

**Incorporation of Notice Inviting Bids
and Instructions to Bidders**

The provisions of the Notice Inviting Bids and Instructions to Bidders are incorporated by reference as though fully set forth herein.

Time Required for Completion

Contractor shall complete, in an acceptable and timely manner, all work contracted for within the time period referenced in the Contract and pay liquidated damages as specified by the Contract should bidder fail to complete the work within the allotted time.

List of Subcontractors

Pursuant to the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq., each bidder submitting bids on public works projects shall set forth:

a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 0.5 percent (one half of one percent) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of 0.5 percent (one half of one percent) of the prime Contractor's total bid or \$10,000, whichever is greater.

b. The portion of the work which will be done by each such subcontractor under this project. The prime Contractor shall list only one subcontractor for each such portion as is defined by prime Contractor in its bid.

The information requested below must be filled out completely. All subcontractors will be required to obtain any required business licenses.

	Subcontractor	License	Description of Work
1.	_____	_____	_____
	Name	Class	
	_____	_____	_____
	Business Address	Number	
	_____	_____	_____
	City	Exp. Date	
2.	_____	_____	_____
	Name	Class	
	_____	_____	_____
	Business Address	Number	
	_____	_____	_____
	City	Exp. Date	
3.	_____	_____	_____

4.	Name	Class
	Business Address	Number
	City	Exp. Date
5.	Name	Class
	Business Address	Number
	City	Exp. Date
5.	Name	Class
	Business Address	Number
	City	Exp. Date

Bidder's Submission of Proposal

The person whose signature is affixed to the last page of this Proposal, submits this Proposal Form to the Board of Directors of the Triunfo Water & Sanitation District and hereby declares:

a. The bidder has read this proposal, abided by and agrees to the conditions herein, and carefully examined the Contract Documents, project plans and specifications, and hereby proposes to furnish all materials and do all work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Bid Form attached hereto and made a part hereof.

b. The addenda indicated on the Bid Form are acknowledged.

c. The bidder, as principal, acknowledges being bound by the attached bond or other acceptable bid guarantee.

d. The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are:

Name	Officer/partner/principal
Name	Officer/partner/principal
Name	Officer/partner/principal

e. The Contractor's license number of the bidder is _____ and the classification of the license is _____. The expiration date of the license is _____.

I make this Proposal and declare under penalty of perjury under the laws of the State of California that the statements herein are true and correct, and this Proposal Form is executed at _____, California, on the _____ day of _____ 2023.

(If sole proprietor or partnership)

Signature of Bidder

Title (Sole Owner, Partner, etc.)

Name of Bidder

(If Corporation)

Name of Corporation

State of Incorporation

By: _____
President

By: _____
Secretary

BID FORM

**TRIUNFO WATER & SANITATION DISTRICT
2023 BELL CANYON SEWER MAINLINE REHABILITATION PROJECT
Bid No. T23-001**

Item No.	Item Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	MOBILIZATION/DEMOBILIZATION Furnish all labor, materials and equipment necessary for the mobilization, preparatory work and demobilization, not to exceed 5% of the total amount of the Bid	1	LS	-	\$
2	8-INCH DIAMETER CCTV INSPECTION Furnish all labor, materials and equipment necessary for the performance of a pre- and post-rehabilitation project inspection and pipeline cleaning (debris/root removal) of the sewer main in the areas of rehabilitation	1705	LF	\$	\$
3	8-INCH DIAMETER SEWER MAIN LINING Furnish all labor, materials and equipment necessary for the installation of a cured in place pipe (CIPP) lining of the sewer main lines to the extents shown on the Plans	1705	LF	\$	\$
4	SEWER LATERAL REESTABLISHMENT Furnish all labor, materials and equipment necessary for the robotic (internal pipe) reestablishment of the private lateral connection to the sewer main line as shown on the Plans	22	EA	\$	\$
	Total Bid Price (number)				

Actual quantities for unit price Bid items shall be measured for final payments as defined in these specifications or as approved by the TWSD Engineer. SSPWC (Section 3-2.2.1) limits on Bid quantities shall not apply to the Contract Unit Price for work performed for Unit Price Bid Items.

NOTES:

- All extensions of unit prices will be subject to verification by the District.
- All prices shall include all taxes, insurance, licenses, transportation, delivery and handling charges and duties, etc. and construction complete and in place.
- The total bid price shall include all Work described in the Contract Documents. If no separate bid item is provided for any portion of the Work, the price thereof shall be considered to be included in the bid item which most closely applies to that portion of the Work.

PROPOSAL BID BOND

(10% of total bid)

**Bid No. T23-001 for
2023 Bell Canyon Sewer Mainline Rehabilitation Project**
Triunfo Water & Sanitation District, 370 N. Westlake Blvd., Suite 100
Westlake Village, CA 93162

(Note: NOT NECESSARY WHEN CASH OR A CERTIFIED OR CASHIER'S CHECK ACCOMPANIES BID)

KNOW ALL MEN BY THESE PRESENTS:

Principal, _____, and undersigned Surety doing
(Contractor's Name)
business as _____ located
(Company Name)
at _____ acknowledge
(Street Address, City, State)

that they and their heirs, executors, administrators and successors are jointly and severally bound to the TRIUNFO WATER & SANITATION DISTRICT (District), for ten percent of the total bid, to be paid to District if the proposal shall be accepted and the proposed Contract awarded to Principal, and Principal shall fail to execute the Contract within 10 days of date of Notice of Award of Contract, as specified in Section 15 of the Instructions to Bidders, and to furnish the required Labor & Material and Performance Bonds and evidence of insurance coverage; otherwise this obligation to be void. It is hereby agreed bid errors shall not constitute a defense to forfeiture.

If suit is brought upon this bond by Obligee and judgment is recovered, Surety shall pay all costs incurred by Obligee in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals on this ____ day of _____, 2023 at _____, California.

Name of Surety

(SEAL)

Address

Telephone Number

Signature of Authorized Representative

Note: Signatures of those executing for the surety must be properly acknowledged.

Name of Principal Contractor

(SEAL)

Address

Telephone Number

Signature of Authorized Representative

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code §7106)

TRIUNFO WATER & SANITATION DISTRICT

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/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 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 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].

Print Name and Title of Signatory for Bidder

Signature

Print Name of Bidder and Type of Entity

Signature

**STATEMENT OF QUALIFICATIONS
AND BUSINESS REFERENCES**

Name of Bidder: _____

Location of Principal Office: _____

1. Are you acting as an individual, partnership, corporation or joint venture? _____

Note: If a joint venture, give information for each of the venturers by name. Attach additional sheets if necessary.

2. Are you licensed as a Contractor to do business in California? _____

License Number _____ Classification _____ Expiration Date _____

3. How many years has your organization been in business under its present business name? _____

4. How many years of experience (Contractor or subcontractor) has your organization had in construction work similar to the work you are interested in bidding? _____

5. Show similar projects your organization has completed during at least the last five years in an attached tabulation to include: year, contract price, kind of construction, location of work, name and address of engineer, name and address of owner.

6. Has your organization or any officer or employee of your organization who has a proprietary interest in your organization ever been disqualified, removed or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation? ~~If so,~~ explain the circumstances.

7. Has your organization for reasons other than as listed above ever failed to complete a contract? _____
If so, explain the circumstances.

8. Has your organization ever been in a position of default such that payment proceedings and/or execution on a payment, performance and/or bid bond have become involved? _____ If so, give details.

9. Provide a minimum of three references from engineers, owners or public agencies for which you have done work.

10. Provide bank and surety company references.

11. Is any litigation pending against your organization or any of its officers or principals? If so, give details.

12. Provide an estimate for the cost of the Contractor's Performance Bond, Payment Bond, and insurance.

The undersigned represents and warrants that the above information is true and accurate to the best of its knowledge.

Bidder hereby authorizes and requests any person, firm or corporation to furnish any information requested by District to verify the information contained herein.

Dated _____

Signature

Title

Name of Bidder

PART II: CONTRACT AWARD DOCUMENTS

CONTRACT NO. T23-004

BETWEEN

**TRIUNFO WATER & SANITATION DISTRICT
AND**

2023 Bell Canyon Sewer Mainline Rehabilitation Project

THIS CONTRACT is made and entered into this _____ day of _____ 2023 in the County of Ventura, State of California, by and between the TRIUNFO WATER & SANITATION DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

RECITALS

A. On _____, DISTRICT invited bids for the 2023 Bell Canyon Sewer Mainline Rehabilitation Project ("Project").

B. Pursuant to said invitation, CONTRACTOR submitted the lowest responsible and responsive bid which was accepted by DISTRICT for said Project.

C. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

In consideration of the terms, conditions, and mutual covenants contained herein, the parties agree as follows:

Section 1. Scope of Work.

A. Contractor agrees to perform, within the time stipulated by this Contract, and shall provide all labor, materials, tools, equipment, apparatus, facilities and transportation necessary to complete in a good and workmanlike manner the construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project.

Work includes the construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project in accordance with the specifications and requirements as shown in the Contract Documents.

Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the Work. No separate payment will be made for any item that is not specifically set forth in the Bid Sheets, and all costs therefore shall be included in the prices named in the Bid Sheets for any work required in the Contract Documents. All work shall be measured and paid at unit (CY, LF, LS, etc.) on bid form.

Unless otherwise noted, the specifications and standard plans of the latest edition of the Green Book shall apply.

B. Contractor shall complete the work covered by this Contract in strict accordance with all Contract Documents as specified herein. Contractor shall be liable to District for any damages arising from Contractor's failure to fully comply with that obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of District or its representatives, unless such act or omission prevents Contractor from fully complying with the requirements of the Contract Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless prepared in writing and filed with District within three (3) days from the date of occurrence of the act or omission preventing Contractor from fully complying with the Contract Documents.

Section 2. Contract Documents.

This Contract consists of the following documents, all of which are component parts of this Contract and are incorporated herein as though set forth in full:

Triunfo Water & Sanitation District Bid No. T23-001 (100 pages), including:

- Notice Inviting Bids
- Instructions to Bidders
- Proposal Form
- Bid Form
- Proposal Bid Bond
- Non-Collusion Declaration
- Davis-Bacon and Related Acts Requirements
- Contract No. S21-002
- Emergency Procedures
- Labor & Material [Payment] Bond
- Performance Bond
- Corporate Certificate
- Certificate(s) of Insurance
- Contractor's Certificate of Compliance
- Payment-in-Full Affidavit
- General Provisions
- Special Provisions
- Technical Provisions
- Any Appendices
- Any Addendums
- Plans

Work required by one of the above Contract Documents and not by others shall be performed as if required by all of said documents.

Section 3. Time for Completion.

Contractor's work shall be commenced within ten (10) days after receipt of the Notice to Proceed and as specified therein, and Contractor shall complete all work under this Contract within sixty (60) working days from the date stated in the NTP.

Section 4. Payment Bond.

Pursuant to Section 9550 of the California Civil Code, Contractor shall file with the District or the appropriate District officer, a payment bond in a form acceptable to District and in an amount necessary to satisfy the provisions of Section 9554 of the California Civil Code.

Section 5. Contract Price.

District shall pay to Contractor, and Contractor shall accept as full consideration for the faithful performance of the Contract, subject to any additions, deductions or conditions as provided in the Contract Documents, the amount not to exceed _____ Dollars (\$_____).

Section 6. Liquidated Damages.

District and Contractor recognize that time is of the essence of this Contract and that the District will suffer financial loss if the work is not completed within the time specified in Section 3 of this Contract and the attached exhibits, plus any extensions thereof allowed herein. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by District if the work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the District the sum of **\$1,000 for each day** that expires after the time specified herein until the work is completed.

Section 7. Dispute Resolution

In the event that Contractor and District have a dispute concerning the payment of sums pursuant to their Contract and said sums are Three Hundred and Seventy Five Thousand Dollars (\$375,000) or less, the parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, Contractor shall file a written claim with District. If the claim is less than Fifty Thousand Dollars (\$50,000), District shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond fifteen (15) days after said request. For claims between Fifty Thousand Dollars (\$50,000) and less than or equal to Three Hundred and Seventy Five Thousand Dollars (\$375,000), District shall respond in writing within sixty (60) days receipt, or may request in writing within thirty (30) days, additional documentation and respond thirty (30) days after said request.

If Contractor disputes District's response, Contractor may, within fifteen (15) days, demand an informal conference to meet and confer, to be scheduled within thirty (30) days. If the conference proves unsuccessful, then Contractor may file a claim under the Government Code and then bring a civil action.

In the event Contractor files a civil action, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of District and Contractor or unless District elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq. If said mediation takes place and does not resolve the matter, the case must be submitted to judicial arbitration.

Section 8. Workers' Compensation.

Contractor shall comply with all provisions of California Labor Code Section 3700 et. Seq. and shall secure the payment of compensation to its employees. Contractor certifies that it is aware of its statutory obligations requiring it to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor agrees and warrants that it will comply with its statutory obligations before commencing the performance of work on this contract.

Section 9. Prevailing Wages.

Contractor shall comply with the provisions of the California Labor Code pertaining to the payment of prevailing per diem wage rates (§1720 et. Seq.). Pursuant to Labor Code §1773.2, a copy of the prevailing per diem wage rates in Ventura County is on file with the District Clerk of the Board. A copy of these rates will be furnished to any interested party upon request. The Contractor shall have copies of the prevailing wage schedule at the work site.

Section 10. Deposit of Securities in Lieu of Retention.

Contractor may deposit securities with the District in lieu of District withholding funds to ensure performance under this Contract. Said deposit, if made, shall be in accordance with California Public Contract Code §22300.

Section 11. Notices.

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by personal service or by first class mail, postage prepaid, addressed to the parties as follows:

District

Triunfo Water & Sanitation District
Finance & Administration
370 N. Westlake Blvd., Suite 100
Westlake Village, CA 93162

Contractor

{xxx}

Notices delivered personally shall be deemed made and received on the date of service. Notices mailed shall be deemed made and received three (3) calendar days after mailing.

Section 12. California Law.

This Contract shall be interpreted and construed pursuant to the laws of the State of California. Venue for any Superior Court action arising out of this agreement shall be the County of Ventura.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

TRIUNFO WATER & SANITATION DISTRICT

{CONTRACTOR XX}, INC.

By _____
Jane Nye, Chair
Board of Directors

By _____
{Name XX}
President

APPROVED AS TO FORM:
ATOZ LAW, LLP

By _____
JOHN MATHEWS
Legal Counsel for District

ATTEST

By _____
FIDELA GARCIA
Clerk of the Board

APPROVED AS TO ADMINISTRATION:

By _____
MARK NORRIS,
General Manager

EXHIBITS I AND II

**TERMS & CONDITIONS
SPECIFICATIONS & REQUIREMENTS**

2023 Bell Canyon Sewer Mainline Rehabilitation Project

LABOR AND MATERIAL [PAYMENT] BOND

(100% of Contract price)
(Reference: California Civil Code §§9550, 9554)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the TRIUNFO WATER & SANITATION DISTRICT (“DISTRICT”) by action on _____, 2023 has awarded to _____ (hereinafter “Principal” or “CONTRACTOR”), Contract No. T23-001 for the 2023 Bell Canyon Sewer Mainline Rehabilitation Project, Bell Canyon, Ventura County, California; and

WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, materialmen, mechanics, and other persons, as provided by law;

NOW, THEREFORE, we as Principal and _____, as Surety, are held and firmly bound unto DISTRICT in the 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, jointly and severally, firmly by these presents;

THE CONDITION OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors or assigns, or subcontractor(s), fails to pay for any materials or provisions 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 for amounts due under the unemployment insurance act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this Bond, reasonable attorney fees to be fixed by the court. This Bond shall inure to the benefit of any and all persons entitled to file claims under section 9100, et seq., of the California Civil Code, as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Provided that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release either CONTRACTOR or Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either the Contract or Surety, and notice of such alteration or extensions of the Contract is hereby waived by Surety.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ____ day of _____, 2023.

By _____
(Principal)

By _____
(Surety)

(SEAL)

By _____
(Attorney In Fact)
(Address)

Note: Signatures of those executing for the surety must be properly acknowledged.

Note: A deposit in lieu of a Payment Bond is not acceptable [See California Civil Code 9554(a)]

PERFORMANCE BOND
(100% of Contract price)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the TRIUNFO WATER & SANITATION DISTRICT, by action on the _____ day of _____, 2023 has awarded to _____, hereinafter designated as "Principal," Contract No. T23-001 for the 2023 Bell Canyon Sewer Mainline Rehabilitation Project, which Contract is by this reference incorporated herein; and

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

NOW, THEREFORE, we as Principal and _____, as Surety, are held firmly bound unto the TRIUNFO WATER & SANITATION DISTRICT ("Obligee"), 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, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if Principal shall promptly and faithfully perform the Contract, and all covenants and obligations therein, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Surety stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying same, shall affect its obligation on this bond. Surety waives notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract, Obligee having performed Obligee's obligations thereunder, Surety may promptly remedy the default or complete the Contract in accordance with its terms and conditions.

In the event suit is brought upon this bond by Obligee and judgment is recovered, Surety shall pay all costs incurred by Obligee in such suit, including reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, three identical copies of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety above named, on the ____ day of _____ 2023.

	_____ (Principal)
	By _____ (Surety)
(SEAL)	By _____ (Attorney In Fact)
	_____ (Address)

Note: Signatures of those executing for a surety must be properly acknowledged.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ secretary of the corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of CONTRACTOR was then _____ of said corporation; and that said Contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

By _____
CONTRACTOR

By _____
Secretary

CONTRACTOR'S CERTIFICATE OF COMPLIANCE

_____ (“CONTRACTOR”) hereby certifies that it is aware of and is in conformance with, and during the course of this Contract shall fully comply with all federal, state and local statutes, regulations, ordinances and guidelines pertaining to CONTRACTOR’s work, including:

31. Workers’ Compensation. CONTRACTOR is aware of the provisions of California Labor Code §3700 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 CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract. (California Labor Code §1861).
31. Fair Employment Practices. CONTRACTOR shall comply with the Federal Civil Rights Act of 1964, the Federal Equal Employment Act of 1972, Executive Orders 11246 and 11375, Federal Department of Labor and Treasury Regulations 41 CFR, Chapter 60, the California Fair Employment Practice Act, and any other applicable federal, state and local laws and regulations hereinafter enacted relating to fair employment practices, including Davis-Bacon and Related Acts.
31. Worker’s Safety. CONTRACTOR shall give all notices and comply with all laws, ordinances, regulations, standards and orders pertaining to worker safety, including but not limited to all Occupational Safety and Health Act (OSHA) laws and regulations.
4. Prevailing Wages. Contractor shall comply with the provisions of the California Labor Code pertaining to the payment of prevailing per diem wage rates (§1720 et seq.). Pursuant to California Labor Code §1773.2, a copy of the prevailing per diem wage rates in Ventura County is on file with the District Clerk of the Board. A copy of these rates will be furnished to any interested party upon request. Contractor shall have copies of the prevailing wage schedule at the work site.
5. General. CONTRACTOR shall bear sole responsibility for compliance with all applicable laws, ordinances, regulations, standards and orders pertaining to the nature and conduct of CONTRACTOR’s work.

Date: _____

CONTRACTOR

**PAYMENT IN FULL
SWORN AFFIDAVIT**

NOTICE IS HEREBY GIVEN THAT:

Property and Interest: _____

Location: _____

CONTRACTOR: _____

The above CONTRACTOR hereby states that all workmen and persons employed, all firms supplying the materials and all subcontractors have been paid in full, and there are no bills outstanding against the project for either labor or material.

IN WITNESS WHEREOF, the undersigned CONTRACTOR has caused this instrument to be executed and its seal affixed by its duly authorized officer this ____ day of _____, 2023.

Name of CONTRACTOR

Typed or Printed Name of Officer

Signature

Title

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.
--

SUBSCRIBED AND SWORN BEFORE ME this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

EMERGENCY PROCEDURES

NOTIFICATION:

In the event of an emergency, Contractor shall use the following methods of contacting District personnel and/or emergency services:

- Under normal circumstances, contract workers will be in close proximity to District personnel in possession of two-way radios/cell phones. If there is an emergency, the contract worker should contact the closest District employee, and relate to him or her the type of emergency (fire, injury, etc.). The District employee will then use a landline to request all appropriate emergency services and District personnel will respond to the emergency.
- Contractor will contact directly an injury responder (911) and then immediately notify the nearest District employee.

ACTIONS:

Contract workers should take no action that endangers their life or well-being. In case of fire, District personnel will make a determination if the fire can safely be extinguished or if it should be left to professional fire response personnel. Only those people professionally trained in first aid/lifesaving procedures should attempt to treat injuries, and then only if rescue will not endanger their own life or the lives of others.

EVACUATION:

If the emergency requires evacuation, the contract workers will evacuate to the designated location of the site where they are working for a head count. A District supervisor will inform the contract crew supervisor of the designated evacuation location.

I have read and understand the above procedures:

Contractors representative

Date

PART III: SPECIFICATIONS

GENERAL PROVISIONS
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GENERAL PROVISIONS

ARTICLE 1: DEFINITIONS

- a. As shown, as indicated, as detailed shall be understood to be followed by the words “on the Drawings.”
- b. Contract Documents shall mean all documents as specified in Section 2 of the Contract between the District and Contractor.
- c. Days shall be understood to mean calendar days, unless otherwise specifically stated.
- d. District and Contractor are those mentioned as such in the Contract. They are treated throughout the Contract Documents as if they are of singular number.
- e. District Inspector shall mean any person(s) employed or authorized by the District to exercise on-site control or supervision on behalf of the District in all matters pertaining to the work on the project that are subject to District approval, including supervision or inspection necessary to ensure that performance of the work is in strict accordance with the plans, drawings and specifications. The District Inspector’s authority shall be subordinate to that of the Project Manager and General Manager, respectively, as defined herein.
- f. Extra Work shall mean such additional labor, materials, equipment and other incidentals as are required to complete the work for the purpose for which it was intended but was not shown on the plans or called for in the specifications, or is desired by the District in addition to that work called for in the plans and specifications.
- g. General Manager shall mean District’s General Manager.
- h. Project Manager / Engineer shall mean a properly authorized employee of District, or an independent contractor retained by District for the project, acting within the scope of their particular delegated duties. The Project Manager may also sometimes hereinafter be referred to as “District’s Engineer.”
- i. Provide shall mean “provide complete in place,” that is, “furnish and install.”
- j. Subcontractor as used herein includes those having a direct contract with Contractor who furnish material worked to a special design according to Drawings and Specifications of this work, but does not include those who merely furnish material not so worked.
- k. Standard Specifications shall be the most recent edition of Standard Specifications for Public Works Construction (also known as “Green Book” or SSPWC) published by Building News, Inc., Los Angeles. Whenever in these General or Special provisions references are made to published specifications, standards or other requirements, it shall be understood that the latest specifications, standards or requirements of the respective issuing agencies, which have been published as of the date the work is advertised for bids, shall apply, except as otherwise specified herein, and except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No Requirements set forth in these specifications or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.

l. Surety is the person, firm or corporation that executes as surety the Contractor's Performance and Labor and Material Bonds.

m. Work shall include all material, labor and tools, and all appliances, machinery, transportation and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system, structure or service.

n. District Representatives. District Inspector, General Manager and Project Manager, all as defined herein, shall hereinafter sometimes be collectively referred to as "District representatives."

ARTICLE 2: DRAWINGS AND SPECIFICATIONS

a. Contract Documents. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which when applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

b. Interpretations. Figured dimensions on Drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scale drawings. Specifications shall govern as to materials, workmanship and installation procedures. Should these General Provisions conflict with the Special Provisions of these Contract Documents, the Special Provisions shall govern.

c. Specifications and Drawings. Contractor shall keep at work a copy of the specifications and drawings and shall at all times provide District representatives with access thereto. Drawings and Specifications are intended to be fully complementary and consistent; however, Contractor shall check all dimensions and quantities on the drawings and schedules herein contained or given to it, and shall notify the District of all errors therein which may be discovered by examining and checking the drawings. The Contractor shall not take advantage of any error or omission in these specifications, or in the drawings or schedules, but, should such error or omission be discovered, the Contractor shall obtain instructions from the District and the Contractor shall carry out such instructions as if originally specified. Any necessary changes shall be adjusted as provided in the Contract for changes in work.

ARTICLE 3: TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Time for Completion. Work shall commence on the date stated in District's Notice to Proceed and shall be completed by Contractor in accordance with the time limits specified in the Contract, including any Special Provisions. Before work shall commence, all schedules and other documents required herein to be delivered prior to work shall be delivered to the District, including, without limitation, schedules for completing the wastewater conveyance system rehabilitation work within five (5) days from the execution of the Contract agreement, and completing all work under the Contract within sixty (60) working days from the date stated in the Notice to Proceed.

b. Time of Essence. All time limits stated in the Contract are of the essence.

c. Liquidated Damages. [California Government Code §53069.85] Work shall commence on the date stated in District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract and the Special Provisions. Should Contractor fail to complete the work, or any part thereof, in

the time agreed upon in the Contract, or within such extra time as may have been allowed for delays by extensions granted as provided herein, Contractor shall pay District for the additional expense and damages incurred by District for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the Contract completion date. Such damages are, and will continue to be, impracticable and extremely difficult to ascertain; however, it is agreed that the minimum amount of such additional expense and damage incurred by District by reason of Contractor's failure to complete the work in the allotted time is the rate stipulated in the Contract (Section 6). It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against Contractor. District shall have the right to deduct such damages from any amount due, or to become due, to Contractor, or the amount of such damages shall be due and collectible from Contractor or its Surety.

d. Extension of Time.

(1) It is further agreed, that in the event the work called for under the Contract is not finished and completed in all parts and/or all the requirements have not been met within the time specified, the District shall have the right to extend the time for completion of the Contract or not, as may seem best to serve the interest of the District, and if the District decides to extend the time limit for completion of the Contract, the District shall further have the right to charge to the Contractor, successors, assigns, or sureties and to deduct from the final payment of the work all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses during the period of such extension, except that the cost of final surveys and preparation of the final estimate will not be included in such charges.

(2) Contractor shall not be charged liquidated damages because of any delays in completion of work due to acts of God, public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of subcontractors due to such causes. Within ten (10) days of the beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the Contract), Contractor shall notify District in writing of the causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in District's judgment, the facts justify such an extension. Contractor shall bear the burden of proving that the District's judgment thereon is not justified by the facts. In case of a continuing cause of delay, only one claim is necessary.

ARTICLE 4: DOCUMENTATION OF DELAYS

When Contractor requests an extension of time for delay due to inability to obtain materials or equipment (attributable to the conditions specified in Article 3d), its report shall include the following:

- a. Date District Inspector was notified of delay.
- b. Date the delay began.
- c. Exact description of material or equipment causing delay.
- d. Documentation showing when and from who ordered.
- e. Documentation of promise to deliver.
- f. Documentation of actual delivery date.
- g. Description of how late delivery caused delay (include construction schedule).

- h. Documentation of diligent measures taken to get prompt delivery.
- i. Documentation of diligent attempts to get delivery from other sources.
- j. Description of steps taken in project scheduling to minimize effects of late delivery.
- k. Description of steps taken to get project back on schedule after actual delivery.
- l. Statement of actual time lost as a result of late delivery.

ARTICLE 5: SUSPENSION OF WORK

a. The Project Manager may at any time, by notice in writing to the Contractor, suspend any part or all of the work for such period of time as may be deemed necessary either to prevent improper execution of work on the project, to prevent interference with other District work, or to comply with the orders of another public agency having jurisdiction in the matter. Except as herein provided, the Contractor shall have no claim for damages or additional compensation, including the cost of equipment downtime, on account of any such suspension.

b. Upon receipt of notice of such suspension, the Contractor shall immediately discontinue all work so suspended, except for such operations necessary to prevent loss or damage to work already executed, as may be directed by the District Representative.

c. Work shall be resumed by the Contractor upon ten (10) days' written notice from the Project Manager, and if the suspension has caused the need for additions to the work, Contractor will be paid for such additional work on the same basis as for extra work, as specified in Article 15 herein, and for all costs of work performed in accordance with orders of the District Representative during said suspension, provided that the Contractor shall not be paid as extra work for any work not suspended by said notice.

d. In the event of any suspension of the work in whole or in part, the Contractor will be entitled to an extension of time to complete the work to the extent that the suspension was not the fault of Contractor. If such suspension is due to failure on the part of Contractor to carry out orders given or to perform any provision of this Contract, the days on which the suspension order is in effect shall be considered working days.

ARTICLE 6: ACTS OF GOD

As provided in California Public Contracts Code Section 7105, Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the work determined to have been proximately caused by an act of God in excess of five percent of the contract amount, provided that the work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. In the event of such occurrence, however, District in its sole discretion may without liability terminate this Contract upon ten (10) days notice to Contractor, with payment to Contractor for work performed prior to such occurrence.

Contractor shall obtain insurance to indemnify District for any damage to the work caused by an act of God if the premium of said insurance coverage is called for as a separate bid item in the bidding schedule for the work. For purposes of this Article, the term "act of God" shall include only the following occurrences or conditions and effects: tidal waves and earthquakes of a magnitude in excess of 3.5 on the Richter Scale.

ARTICLE 7: DISTRICT'S RIGHT TO TERMINATE CONTRACT

a. If Contractor refuses or fails to execute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof; or if Contractor should be adjudged a bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed on account of its insolvency; or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified; or if it should fail to make prompt payment to subcontractors or for material or labor; or if it should persistently disregard laws, ordinances or instructions of District; or if it should otherwise be in default of or guilty of substantial violation of any provision of the Contract; or if it or its subcontractor(s) should violate any of the provisions of this Contract; then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, District may terminate the employment of Contractor and take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and Surety shall be liable to District for any excess cost or other damages occasioned District thereby. If District takes over the work as provided herein, District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, and other property belonging to Contractor as may be on the site of the work and necessary therefor. In lieu of takeover by the District of the work, the surety may take over and perform the Contract if the surety begins work thereon within said ten-day period, subject to all of the requirements of the Contract.

b. Unless the surety takes over the work, the Contractor shall not be entitled to receive any payments after the date of such notice of termination; provided, that if, upon completion of the work, the total cost to the District in connection therewith from the date of said notice to the date of completion shall be less than the amount which the Contractor would have been paid if the work had been completed by it in accordance with the terms of the Contract, then said difference shall be paid to the Contractor in the same manner as the final payment under the Contract. On the other hand, if the expense incurred by the District on account of termination of the Contract and subsequent completion of the work by the District by whatever method the District may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its surety on the performance bond shall be liable to the District for the full amount of such excess cost and for any damages incurred by the District incidental thereto, and the District shall be entitled to deduct the amount of such costs from any subsequent payments otherwise due the Contractor.

c. Should District take over the work as provided herein, neither the Contractor nor any of its subcontractors shall remove from the vicinity of the work any equipment, materials, or other facilities except with the written permission of the District Representative.

d. In the event the District takes over part of the work, it shall have the right to use any and all equipment, materials, and other facilities not allocated to and required for use by the Contractor on the remainder of the work. In the event the District exercises its right to terminate the Contract, the District and its agents and employees shall have the right to use all the equipment, materials, and other facilities of the Contractor. In either event, all costs arising from and incidental to the use of such equipment, materials, and other facilities shall be considered as part of the cost incurred by the District in connection with such work.

e. In the event this Contract shall be terminated for any cause before completion of the work, the Contractor, if notified to do so by the District, shall remove any part or all of its equipment and materials

from the property of the District, and, if such equipment and materials be not removed within thirty (30) days, the District shall have the right to remove and store such equipment and materials at the expense of the Contractor.

f. If a national emergency occurs and public work is stopped, directly or indirectly, as defined in California Government Code §4410, and as defined therein it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the District and Contractor may, by written agreement, terminate this Contract. Such an agreement shall contain the provisions required by California Government Code §4411.

ARTICLE 8: PAYMENTS, COMPLETION AND ACCEPTANCE

Unless otherwise specified in the Special Provisions, payments will be made as follows:

a. Partial Payments.

1) Contractor shall within ten (10) days of the date of the beginning of the work as set forth in the Notice to Proceed submit to the District a complete breakdown of the Contract amount, showing the value assigned to each part of the work. Upon approval of the breakdown of the Contract amount by the Project Manager, it shall form the basis for all requests for partial payments.

(2) On or about the fifth day prior to the last day of each calendar month, the Contractor may make an approximate measurement of all work under the Contract completed to that date and may prepare and submit to the District for verification and approval, a certified estimate for monthly progress payment based on the approximate measurements and the breakdown estimate unit prices, setting forth amounts due for work performed. The estimates shall be prepared in the form directed by or otherwise acceptable to the Project Manager and shall be delivered to the Project Manager no later than the first day of each calendar month.

(3) In addition to the amount of completed construction, estimates may include that portion of the costs of all acceptable materials for the Contract that have been delivered and suitably stored at the project site, provided that evidence is submitted to the District to establish the Contractor's title to such materials. The Project Manager will verify and, if found correct, will approve such estimates and, after designating appropriate deduction of all sums to be retained by the District under the provisions of the Contract, will transmit the approved estimate to the District's disbursing authority for monthly progress payment.

(4) No such estimate or payment shall be made or processed when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the Contract.

(5) No such estimate or payment shall be construed to be an acceptance of any defective work or material.

(6) Work completed as estimated shall be an estimate and no inaccuracy or error in said estimate shall operate to release Contractor or any surety from damages arising from such work or from enforcing each provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment.

(7) Prior to receipt of any payments from District, including final payment, Contractor shall provide to District releases of all mechanics liens, material men's liens, and other liens applicable to those portions of the Contract which have been completed and for which payments are being received.

(8) After verification and approval of estimates prepared and presented as set forth above, payments will be made to the Contractor as follows. Once each calendar month, following the specified processing of payment request, the District will make partial payment to the Contractor on the basis of the certified estimate of the work performed during the preceding calendar month by the Contractor, as verified and approved by the District Representative, provided that the District shall retain five percent (5%) of the amount of each such estimate, or such amount as may be otherwise specified in the Contract Documents, until the Contract work has been completed and accepted. Except as otherwise provided by applicable law, the retention proceeds withheld from any payment by the District from the Contractor shall not exceed five percent (5%) of the payment, and the total retention proceeds withheld by the District shall not exceed five percent (5%) of the contract price. [California Public Contract Code Section 7201.]

b. Final Estimate and Payment; Notice of Completion

(31) Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, Contractor shall so notify the Project Manager in writing and the Project Manager will ascertain whether such be the fact and, if not, will advise the Contractor in detail and in writing of any additional work required.

(2) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the Contract on its part, in accordance with the plans and specifications, and the work is ready for acceptance, the Project Manager will so certify to the District Board of Directors in writing, which may accept the completed work. Completion of the work, as used herein, shall include Contractor showing evidence of having received clearance from permit-issuing agencies.

(3) In his certification to the District Board of Directors, the Project Manager will give the date when the work was completed. Said completion date for the work will be the date when Contractor is relieved from responsibility to protect the work. This will also be the date to which liquidated damages will be computed.

(4) Upon receipt of the Project Manager's Certificate and all documents to be furnished by Contractor with regard to its final performance of the Contract (e.g. final invoices), the District Board of Directors will accept at its Special Board Meeting the completed work and shall within ten (10) days thereafter cause a Notice of Completion to be filed in the Office of the County Recorder. On the expiration of 35 days after the filing in the Office of the County Recorder of the Notice of Completion, the District will pay to Contractor the amount remaining, after deducting such sums as shall theretofore have been paid to Contractor under any of the provisions of the Contract, and also any sum or all sums of money which by the terms hereof the District is or may be authorized or required to reserve or retain. All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor. Nothing in this subsection Article 8b(4) is intended to alter any rights or obligations the District or Contractor may have under California Public Contract Code Section 7107, Civil Code Section 9204 or other applicable law.

(5) District shall not be precluded or estopped by any measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, or that the work or materials do not in fact conform to the Contract.

(6) District shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from Contractor or its Surety,

or both, such damages as District may sustain by reason of Contractor's failure to comply with the terms of the Contract.

(7) A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

(8) Neither the final certificate of payment nor any provision in the Contract Documents, nor the partial or entire occupancy of the premises by District, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

ARTICLE 9: ACCEPTANCE OF PAYMENTS CONSTITUTES RELEASE OF DISTRICT

Acceptance by Contractor of undisputed contract payments shall release District from all claims and all liability to Contractor for all things done or furnished in connection with said work relating to such undisputed payments, and every act of District and others relating to or arising out of the work related to the undisputed payment. Pursuant to California Public Contract Code §7100, District at its sole discretion may require payment of undisputed Contract amounts to Contractor to be contingent upon Contractor furnishing the District with a written release of all claims against the District arising by virtue of this Contract relating to such amounts, in such form as District shall determine. Disputed contract claims in stated amounts may be specifically excluded by Contractor from the operation of the release. No payment, however, final or otherwise, shall operate to release Contractor or its sureties from obligations under this Contract and the Performance Bond, and other bonds and warranties, as herein provided.

ARTICLE 10: PAYMENT-IN-FULL AFFIDAVIT

After the completion of the work contemplated by this Contract, Contractor shall file with District its Payment-in-Full Affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying the materials, and all subcontractors upon the project have been paid in full, and that there are no bills outstanding against the project for either labor or materials, except certain items, if any, to be set forth in such affidavit covering disputed claims, or items in connection with which notices to withhold have been filed under the provisions of the statutes of the State of California. The filing of such affidavit by Contractor shall be a prerequisite to the making by District of the final payment on the Contract.

ARTICLE 11: GUARANTEE; MAINTENANCE BOND

a. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

b. In the event of failure of Contractor to comply with the above-mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor, or its surety, who hereby agree to pay costs and charges therefor immediately on demand.

c. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations

of District, District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against Contractor. Such action by District will not relieve Contractor of the guarantees provided in this Article, these General Provisions or the Contract Documents.

d. This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

e. The guarantees and agreements set forth hereinabove shall be secured by a Maintenance Bond which shall be delivered by the Contractor at its expense to the District immediately after acceptance of the work by the District. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the District, in the amount of ten percent of the contract price or \$1,000, whichever is greater. Said bond shall remain in force for a period of one year after the date of said acceptance of the work by the District Board.

f. Instead of providing the bond described above, the Contractor may at its option and expense, provide for the Faithful Performance Bond furnished under the Contract to remain in force and effect for said amount until the expiration of said one-year period.

ARTICLE 12: DEPOSIT OF SECURITIES IN LIEU OF RETENTION

In accordance with California Public Contract Code §22300, substitution of securities for any monies withheld by the District to ensure performance under the Contract is permitted. [These provisions shall not apply in contracts where financing will be 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. §1921 et. Seq.), and where Federal regulations or policies, or both, do not allow the substitution of securities.] At the request and expense of the Contractor, securities of a value equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. [See California Public Contract Code §22300 for form of escrow instructions.] Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in California Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

ARTICLE 13: PAYMENTS WITHHELD

In addition to those amounts which District may retain under Article 8, District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as District reasonably determines to be necessary to cover:

- a. Defective work not remedied in accordance with provisions of the Contract Documents;
- b. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
- c. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractors;

- d. A reasonable doubt that the work can be completed for the balance remaining;
- e. A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- f. Costs to the District resulting from failure of the Contractor to complete the work within the stipulated time;
- g. Damage to other work and property;
- h. Failure to fulfill all the requirements of the Contract Documents; or
- i. Pending litigation against the District related to this Contract or reasonable anticipation thereof.

Whenever District shall, in accordance herewith, withhold any monies otherwise due to the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the District will pay to the Contractor, within thirty-five (35) days, the amount so withheld. Alternatively, District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. 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 Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

ARTICLE 14: STOP NOTICES/RETENTION BY DISTRICT

- a. The District may at its option and at any time retain out of any amounts due or to become due the Contractor, sums sufficient to cover all claims filed pursuant to Chapter 4, Title 3, Division 4, of the California Civil Code, commencing at Section 9000. Sums retained by the District may also include an amount to provide for the estimated reasonable cost of any litigation concerning said claim or claims [California Civil Code §9358].
- b. If any claim should remain unsatisfied after final payment to the Contractor, the Contractor shall refund to the District any money that the latter may be compelled to pay to discharge such claim, including all costs and reasonable attorney's fees.

ARTICLE 15: CHANGE ORDERS AND EXTRA WORK

- a. When construction conditions are such that it becomes necessary or desirable to modify the Contract Documents to cover unforeseen circumstances encountered during the progress of work, the District may by written order alter, add to or subtract from the work on the project, the contract sum being adjusted accordingly. No such change order shall be effective until approved in writing by the General Manager.
- b. The Contractor shall perform each item of extra work so ordered, furnishing all labor, materials, tools, equipment, supplies, transportation, utilities, and other facilities necessary for the proper execution and completion of such extra work, in the same manner as if such extra work were originally set forth in the Contract Documents.

c. The value of such extra work, alteration or deduction shall be determined based upon consultation between District and Contractor. If District and Contractor cannot agree on the value of such extra work, alteration, or deduction, District nonetheless may issue such change order subject to this Contractor's right to protest under Article 47 herein.

d. The Contractor shall desist or refrain from executing any item of work on the project or part thereof when so directed by written change order given as a result of unforeseen conditions. The District will determine the fair and reasonable value thereof, and such amount shall be deducted from the payments the Contractor would otherwise have received if such change order had not been effected.

e. If Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates District to pay additional compensation to Contractor or to grant an extension of time for the completion of the Contract, or constitutes a waiver of any provision in the Contract, it shall notify District, in writing, of such claim within ten days from the date it has actual or consecutive notice of the factual basis supporting the claim. Contractor's failure to notify District within such ten-day period shall be deemed a waiver and relinquishment of the claim against District. If such notice is given within the specified time, the procedure for its consideration shall be as stated in Article 47 herein.

ARTICLE 16: BONDS

a. Contractor shall at its expense furnish Performance and Labor & Material (Payment) Bonds, each in an amount equal to one hundred percent (100%) of the contract price, as security for faithful performance of this Contract and payment of costs incurred. The bonds shall be in the form attached to the Contract Documents or in a form otherwise sufficient and acceptable to District. The standard printed bonding form of such acceptable bonding surety may be used in lieu of the approved sample forms attached to the Contract Documents, as long as the security stipulations protecting the District are not in any way reduced by the use of such standard form. All costs in connection with surety bonds shall be borne by Contractor. These bonds shall be delivered by Contractor to District within ten (10) days after award of the Contract, as specified in the Instructions to Bidders. If any surety becomes insolvent or its right to do business in California is terminated, within five days thereafter Contractor shall substitute another bond and surety. Surety(ies) shall be "admitted" (licensed to do business within the State of California) and acceptable to District.

b. Contractor at its expense shall provide a Maintenance Bond or extension of its Performance Bond at the completion of work as specified in Article 11 herein.

ARTICLE 17: INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Form No. GL 0002 (Ed. 1/73 or later) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (Occurrence Form No. CG 0001).

(2) Insurance Services Office Form No. CA 0001 (Ed. 1/78 or later) covering Automobile Liability, Code 1, any auto.

(3) Should the form numbers of the policies described in subsections 1 and 2 above be updated or revised from time-to-time, Contractor may use such updated or revised forms so long as the coverage evidenced thereby is equal to or broader than the coverage indicated by the above forms.

(4) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its officers, officials, employees and volunteers are to be covered as insured 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; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

(4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.

e. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business within the State of California and acceptable to District.

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

ARTICLE 18: PROOF OF COVERAGE

Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The 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 forms acceptable to the District. All endorsements are to be received and approved by the District before work commences.

ARTICLE 19: SUBCONTRACTOR INSURANCE

Contractor shall require all subcontractors engaged by it on the work to maintain such insurance as will protect such subcontractors from claims under workers' compensation acts.

ARTICLE 20: SUBCONTRACTING

a. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor as it is for acts and omissions of persons directly employed by itself. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and District.

b. District consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract.

c. Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code Section 4100 et. Seq.

d. Contractor agrees to provide Attachment D – Section 3 Clause (24 CFR 135.38) in the County of Ventura Section 3 Plan to each subcontract it executes.

ARTICLE 21: INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless District and its agents, employees, directors and officers from and against all liabilities, claims, damages, losses and expenses, including expert witness, consultant and attorney fees, relating to or arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused by any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor shall also defend, indemnify and hold harmless District and its agents, employees, directors and officers from and against all liabilities, losses, expenses, damages, attorneys and consultant fees, and all other costs, including all costs of defense, which any of them may incur with regard to the

failure, neglect or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Contract.

In addition to the foregoing, Contractor shall pay District costs, including attorney fees, incurred by the District in handling, responding to, or litigating stop notice claims or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

Except as may be otherwise allowed under applicable law, this provision or any other clause, covenants, or agreement contained in, collateral to, or affecting the District's contract with Contractor is not intended to impose on Contractor, or relieve the District from liability for, the active negligence of the District.

ARTICLE 22: PERMITS AND LICENSES

a. Unless otherwise indicated in the Special Provisions, District shall obtain such permits as may be required by the ordinances and regulations of the public agencies having jurisdiction over areas in which the work is located. Contractor shall comply with the terms and conditions of all permits and licenses and with all lawful orders and regulations of each public agency relating to construction operations under the jurisdiction of such agency, and no additional compensation will be allowed therefor.

b. Whenever federal, state, county, District, or any other public agency property is or may be affected by the work included in this Contract, District unless otherwise indicated in the Special Provisions shall bear the cost of any applicable inspection required by said agency during the time of performing the work affecting said property. Contractor shall bear all cost of traffic regulation required by said federal, state, county, or other agency during the time of performing the work affecting the property.

c. Where required under the terms of any permit applicable to the project, Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the District. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

d. Neither the terms hereof nor anything shown on the drawings in connection with any right-of-way provided by the District shall be construed to entitle the Contractor to conduct operations in said right-of-way in violation of any State, City or County Statute, ordinance or regulation. The Contractor shall take adequate precautions against obstructing water courses and storm water flow in any affected water course or channel, and shall not deposit excavated materials on or in an area where such deposits might interfere with or be subject to erosion from such flow.

ARTICLE 23: COMPLIANCE WITH LAWS AND ORDINANCES

a. Contractor in performance of its work shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all applicable existing or future laws, ordinances, regulations, orders, decrees and all other lawful requirements of District, City, County, State, Federal and other public authorities or other agencies within their respective jurisdictions governing work on public property, streets and ways.

b. It shall be the Contractor's responsibility to defend, indemnify and hold District and its officers, directors, agents and employees harmless from and against any claim or liability arising from or based upon

the violation of any law, ordinance, regulation, order, or decree affecting the conduct of the work, regardless of whether the violation is an act of the Contractor or act of any agent, employee or subcontractor.

c. The Contractor shall comply with all rules and regulations relating to the work and to the preservation of public health and safety, and except where otherwise provided in these specifications, the Contractor shall obtain and pay for all necessary permits and licenses, give all requisite notices, and pay all fees required by law.

d. Strict prohibition against committing any nuisance in or about the work shall be maintained.

e. If Contractor observes that the Drawings or Specifications are at variance with existing laws, ordinances, regulations or orders of any kind, it shall promptly notify District and any necessary changes shall be completed as provided in the Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, it shall bear all liability and costs arising therefrom.

ARTICLE 24: REQUIREMENTS OF LAW

Contractor shall determine the contents of all applicable ordinances, laws, rules and regulations and strictly comply with their provisions throughout the performance of the Contract. These laws include, but are not limited to, the following:

a. Labor Discrimination and Unlawful Employment Practices. Attention is directed to Section 1735 of the California Labor Code, which states:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the California Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for violation of this chapter.”

Attention is also directed to California Government Code Section 12900 et. Seq. which, although not specifically concerned with public works contracts, enumerates unlawful employment practices applicable to all employers within the State of California.

b. Hours of Labor. Eight hours' labor constitutes a legal day's work. Contractor shall forfeit, as penalty to District, \$25 for each worker employed in the execution of the Contract, by it or by any subcontractor under it, for each calendar day during which any worker is required or permitted to labor more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of California Labor Code Sections 1810-1815, inclusive. [California Labor Code §1813.]

c. Prevailing Wages. This project is subject to general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. In accordance with California Labor Code §1775, Contractor shall, as a penalty to the District, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed on the project by the Contractor or any subcontractor(s).

d. Assignment of Claims. California Public Contracts Code Section 7103.5 requires that the following provision be included in public works contracts:

“In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act [Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the California Business & Professions Code], arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.”

ARTICLE 25: LABOR REQUIREMENTS

a. Pursuant to the provisions of Article 1, Chapter 1, Part 7, Division 2 (commencing with §1720) of the California Labor Code, not less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations Director for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft, classification or type of workman needed to execute the work contemplated under this Contract, shall be paid by Contractor and any subcontractor(s) to all workmen employed on said work. If a craft or classification not shown on the prevailing wage schedule is used, Contractor may be required to pay the rate of the craft or classification most closely related to it.

b. The rates of per diem wages for each of the various classifications of work shall be the prevailing rates of hourly wages multiplied by eight. Eight hours shall constitute a day's work, it being understood that in the event that workmen are employed less than eight hours per day, the per diem wages shall be deemed to be that fraction of the per diem wages herein established that the number of hours of employment bears to eight hours.

1) Where a single shift is worked, eight consecutive hours between 7:00 a.m. and 5:00 p.m. shall constitute a day's work at straight time for all workers.

(2) Forty hours between Monday, 7:00 a.m., and Friday, 5:00 p.m., shall constitute a week's work at straight time.

(3) All work performed in excess of eight hours per day or 40 hours per week, or on holidays or Sundays, shall be paid for at the overtime rate of the craft involved.

c. Contractor and any subcontractor(s) shall comply with all provisions of California Labor Code §1777.5 through 1777.7 regarding the employment of registered apprentices and shall be responsible for all apprenticeship occupations as referenced therein.

d. Contractor and any subcontractor(s) shall comply with all provisions of California Labor Code §1776 regarding the keeping of payroll records and shall be responsible for all requirements as referenced therein.

ARTICLE 26: SAFETY

a. Contractor shall be solely and completely responsible for conditions of the job site and property, including the safety of all persons, including employees, District personnel and the public, during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the Federal Occupational Safety & Health Act (OSHA); California Occupational Safety & Health Act (Cal OSHA); all other applicable federal, state, county and

local laws, ordinances, codes and guidelines; the requirements set forth below; and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth herein.

b. Contractor shall develop and maintain for the duration of this Contract a safety program that will effectively incorporate and implement all required safety provisions. Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

c. The duty of District to review Contractor's performance is not intended nor shall it be construed to include a review or approval of the adequacy of Contractor's safety supervisor, the safety program, or any safety measures taken in, on or near the site. Contractor is solely responsible for all safety measures and engineering on the project site.

d. Contractor and each subcontractor, as a part of its safety program, shall maintain at its office or other well-known place at the job site safety equipment applicable to the work as prescribed by the aforementioned authorities and all articles necessary for giving adequate emergency first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site. All first aid treatment, supplies and procedures shall be in compliance with California Labor Code §6708 and OSHA.

e. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to District. In addition, Contractor must promptly report in writing to District all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

f. If a claim is made by anyone against Contractor or any subcontractor on account of any accident, Contractor shall promptly report the facts in writing to District, giving full details of the claim.

ARTICLE 27: CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary 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. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

ARTICLE 28: TRENCH EXCAVATIONS

a. If this contract involves an expenditure in excess of \$25,000 for the excavation of any trench or trenches five feet or more in depth, then pursuant to California Labor Code §6705 the following provision shall apply:

Prior to excavation of any trench or trenches five feet or more in depth, Contractor shall submit to the District or the District's Engineer, a stamped OSHA-compliant shoring plan prepared by a civil or structural engineer licensed in the State of California; tabulated data for hydraulic shores will be acceptable provided that the specific conditions and shore sizing are marked.

Excavation on said trench or trenches may not be commenced until the District or the District's Engineer has approved of said plan in writing and notified the Contractor thereof. If shoring is absent or improperly deployed at the site, the Agency will stop all work until the Contractor establishes safe conditions.

b. If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then pursuant to California Public Contract Code §7104 the following provisions shall apply:

(1) The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the California Health & 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.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

(2) The District shall promptly investigate the conditions and, if it finds the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in these General Provisions.

(3) If a dispute arises between the District and the Contractor 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. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 29: DISTRICT PERSONNEL

a. A District Inspector may be employed by District to inspect the work. All work shall be under the observation of said Inspector. District shall notify Contractor of the name and identity of the District Inspector. All work done without such observation or presence of the District Inspector, or without prior approval by District, shall be at Contractor's risk and subject to rejection.

b. A Project Manager may also be employed by the District and shall be the District Inspector's immediate supervisor. District shall notify Contractor of the name and identity of the Project Manager.

c. The District Inspector and Project Manager shall have free access to any or all parts of the work at any time. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract. The Project Manager shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct its employees accordingly. Contractor shall receive instructions only from the District Inspector or Project Manager. Contractor shall furnish the District Inspector and Project Manager with reasonable facilities for obtaining such information as may be necessary to keep them fully informed respecting progress and manner of work, character of materials, and

whether the work is in accordance with the requirements and intentions of these specifications, even to the extent of uncovering or taking down portions of finished work which have been previously approved or authorized to be covered. Should such previously approved work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed, shall be included in the Contract estimates [Article 8 herein] and will be paid for at the Contract prices for the kind of work done, or as extra work, as determined by the District; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good shall be at the expense of the Contractor and it shall be charged with the cost to the District of any materials furnished by the District for the unsatisfactory work and its replacement in excess of the requirements for satisfactory original construction.

ARTICLE 30: MATERIAL

a. Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the Contract shall be of the best grade of their respective kind for the purpose. Materials indicated on the drawings or required in the work and which are not covered by detailed requirements in the specifications, shall be of the highest grade to be found in markets of the Southern California trade area, shall be free from defects or imperfections of any type, shall be of recent manufacture, and shall be unused.

b. In all cases where any material, process, or article is indicated or specified by patent or proprietary names, by names of manufacturers, or by any combination of such names, the words "or a District approved equal," shall be deemed to have been used for the purpose of facilitating the description of the thing desired, and the Contractor may offer any material, process, or article which is equal or better in all respects to the thing so indicated or specified. Project Manager shall decide every question of equality, and all such materials or articles will require such approval. The Contractor shall furnish to the Project Manager for approval the name of the manufacturer of all machinery and mechanical and all other equipment which the Contractor contemplates incorporating in the work, together with a complete and clear description of the unit, its performance capacities, and other pertinent information. If material, process or article offered by Contractor is not, in the opinion of District, substantially equal or better in every respect to that specified, then Contractor shall furnish material, process or article specified. The burden of proof as to equality of any material, process or article shall rest with Contractor. Contractor shall submit the request together with substantiating data for substitution of "n "or equal" item within ten days after award of contract. Provisions authorizing submission "f "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.

c. In the event Contractor furnishes material, process or article more expensive than that specified, differences in cost of such material, process or article so furnished shall be borne by Contractor.

d. When required by the specification, or when so directed by the Project Manager, the Contractor at its cost shall submit for approval shop drawings, samples, and/or full information concerning materials or articles it contemplates incorporating in the work. No material shall be used until it has been approved by the Project Manager. Machinery, equipment, materials, and articles installed or used without such approval by the Project Manager shall be at the risk of subsequent rejection by the District, and the Contractor shall bear all costs related thereto. All tests of materials furnished by the Contractor will be made in accordance with commonly recognized standards of national organizations, and such special methods of testing as are prescribed in these specifications. The costs of performing such tests shall be borne by the District.

e. All federal, state, and local laws and regulations now imposed by competent authority and relating to any equipment or materials required to be furnished under the Contract shall be deemed to be a part of the Contract, and are hereby made controlling.

f. All manufactured products for use on the work shall be delivered to the work in their original unopened packages, bearing thereon the manufacturer's name and the brand name of the product. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work.

g. Wherever any product or material is selected to be used on the work, all such products or materials shall be of the same brand and manufacturer throughout the work.

h. Contractor warrants that title to all material covered by any estimate for partial payment will pass to District, free and clear of all liens no later than the time of payment.

ARTICLE 31: DEFECTIVE WORK OR MATERIAL

a. Contractor shall at its expense within three (3) days written notice from the Project Manager thereof remove all work condemned by the District as failing to conform to requirements of the Contract Documents and shall promptly replace and re-execute such work in accordance with the Contract requirements without additional cost to the District. The Contractor shall also bear all costs of making good any other work destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work as specified, the District may remove such work and re-execute or repair the work at the expense of the Contractor.

b. Contractor shall at its expense within three days written notice from the Project Manager thereof remove from the project all materials condemned by the District as failing to conform to the Contract. If the Contractor does not remove such materials as specified the District may remove and store said materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days thereafter, the District may, upon ten days written notice, sell such materials at auction or at private sale. The District shall account for the net proceeds thereof after deducting all the costs and expense that should have been borne by the Contractor. Should the District reject any material as non-complying, District may secure an adequate quantity of material which does comply herewith, and it shall be the duty of Contractor to use the same. The expense thereof to District shall be deducted from any claim then due, or from any payment thereafter due, or if no such claim is due or becomes due, then said amount shall be paid by Contractor to District.

c. Re-examination of any work may be ordered by the Project Manager at any time prior to final acceptance, and, if so ordered, the work shall be uncovered by the Contractor. Payment for such re-examination shall be in accordance with the provisions of Article 29c herein.

d. No partial payment, inspection, taking possession of, or act of the District with respect to the work prior to the final completion and acceptance thereof shall affect or prejudice the right of the District to reject any defective work or materials or to require the complete fulfillment of all the provisions of the Contract.

e. If the District deems it to be neither expedient nor in the best interests of the District to correct work injured or not done in accordance with the Contract, the defective work may be tentatively accepted subject to an equitable deduction from the Contract price which may be made therefore by the District upon certification from the District Representative.

ARTICLE 32: CONTRACTOR'S SUPERVISION

a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent, full-time superintendent or foreman satisfactory to District. The superintendent shall not be changed except with consent of District unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in Contractor's employ. The superintendent shall represent Contractor in Contractor's absence and all directions given to the superintendent by District shall be as binding as if given to Contractor.

b. Contractor shall give efficient supervision to work, using its best skill and attention. Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to District any error, inconsistency or omission which it may discover, but it shall not be liable to District for any damage resulting from any errors or deficiencies in Contract Documents.

c. Unless specifically prohibited by a notice in writing to District, District shall be entitled to rely on the oral statement of any of Contractor's employees or agents that said employee or agent, or any of them, has the authority to receive instructions or directions from the District on behalf of the Contractor.

d. Contractor shall provide the following information in writing and submit it at the time of and concurrently with the signed Contract. Failure to comply may result in delays in the issuance of the Notice to Proceed:

- (1) Name of authorized superintendent or foreman at the job site.
- (2) Address and 24-hour telephone number where the above person can be reached.
- (3) Address of the nearest office of Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
- (4) Address and telephone number of Contractor's main office and the name and telephone number of the person at that office familiar with the project.

ARTICLE 33: PROTECTION OF WORK AND PROPERTY

a. Contractor shall at all times store all materials and safely guard District's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect from damage its own work, and that of adjacent property. All devices and facilities for protection of the work and property, as required by state or local laws and regulations and local conditions, must be provided and maintained.

b. Contractor shall protect its work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, theft or vandalism, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, or other causes, shall be sustained by Contractor.

c. Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.

Contractor shall be at all times responsible for his own tools, equipment and supplies and shall protect the same from theft, vandalism and damage until final acceptance of completed work.

d. In case of an emergency that threatens loss or injury of property and/or safety of life, Contractor shall act, without previous instructions from District, as the situation may warrant. Contractor shall notify District thereof immediately thereafter. Any claim for compensation by Contractor, together with substantiating documents in regard to expense, shall be submitted to District and the amount of compensation shall be determined by agreement.

ARTICLE 34: CHARACTER OF WORKMEN

The Contractor shall not employ any unfit person or anyone unskilled in the work assigned to him or her and shall at all times enforce discipline and good order among its employees. The District may require the Contractor to remove from work any employee found to be incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the project is deemed by the District to be contrary to the public interest. Neither the District nor the Contractor shall employ or otherwise engage the services of any employee of the other party without the other's consent.

ARTICLE 35: ENFORCEMENT OF ORDER

The Contractor shall be responsible for maintaining good order where work is performed under this Contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall it permit, or suffer the introduction or use of, intoxicating liquors, or controlled substance upon the works embraced in these specifications, nor upon any of the grounds occupied or controlled by it in connection with such works.

ARTICLE 36: CLEANING UP

a. Maintenance of Job Site. During construction, the Contractor shall keep the work site free from rubbish and debris resulting from its operations. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. Equipment and material storage shall be confined to the areas approved by the District Representative. Disposal of all rubbish and surplus materials shall be off the construction site, at the Contractor's own expense, and in accordance with all local codes and ordinances governing locations and methods of disposal.

b. Final Clean-Up. After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of its operations, including all areas under control of the District that have been used by the Contractor in connection with the work on the project, and shall remove all debris, surplus materials and equipment, and all temporary construction or facilities of whatever nature, unless otherwise approved by the District. Final acceptance of the work by the District will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the project site.

ARTICLE 37: TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor or its employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

ARTICLE 38: USE OF PREMISES

Contractor shall confine its equipment, the storage of materials, and the operation of its workers to limits shown on the Drawings or indicated by law, ordinances, permits or directions of District, and shall not unreasonably encumber the premises with its materials.

Contractor shall not load or permit any part of the improvements to be loaded with a weight that will alter the structural integrity of the improvements.

ARTICLE 39: RIGHTS-OF-WAY/EASEMENTS

Rights-of-way or easements required for the prosecution of the work will be provided by the District. Unless otherwise provided, the Contractor shall not store materials nor park vehicles or equipment within streets, ways, or parking facilities. Unless otherwise specifically provided, the Contractor shall be responsible for making its own arrangements for parking facilities, storage areas, and staging area. Contractor shall obtain written permission from the Owner of the affected property for such use, and a copy of each such written permit shall be furnished to the District for its protection and records.

ARTICLE 40: UTILITIES

a. The Contractor shall ascertain the location of and protect all utilities and all other improvements from damage which might be incurred during construction operation. Contractor shall be responsible for complying with all applicable provisions of California Government Code §4216 et seq., regarding protection of subsurface utilities installations. District shall assist Contractor and take all actions required of District pursuant to these provisions. Contractor shall defend, indemnify and hold District and its directors, employees and agents harmless from any liability or penalties caused by Contractor's negligent or willful failure to comply with these provisions.

b. The District shall assume responsibility, as between District and Contractor, for the timely removal, relocation or protection of existing main or trunk line utility facilities, if any, located in the work site, if such utilities are not identified in the plans and specifications. In such event, Contractor shall be paid additional compensation for the reasonable costs associated with locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In such event, Contractor shall not be assessed liquidated damages for delay in project completion, when such delay was caused by the District or the owner of the utility to provide for removal or relocation of such utility facilities. If the Contractor while performing the Contract discovers utility facilities not identified by the District in the plans and specifications, he shall immediately notify the District and utility in writing. These provisions shall be construed pursuant to California Government Code §4215.

c. All utilities, including but not limited to water, electricity, gas and telephone, used on the work under this Contract shall be furnished and paid for by Contractor.

ARTICLE 41: TAXES AND CHARGES

Contractor shall pay all state and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of California and its political subdivisions. Contractor shall withhold and pay any and all withholding taxes, whether state or federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and

all taxes, charges or fees, or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

ARTICLE 42: PATENTS AND COPYRIGHTS

The Contractor shall defend, indemnify and hold the District and its officers, directors, agents, and employees, harmless from liability of any nature and kind, including costs and expenses, for or on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, manufactured, furnished, or used by Contractor in the performance of this Contract, including their use by the District, unless otherwise specifically stipulated in this Contract.

ARTICLE 43: NON-ASSIGNMENT

Contractor shall not assign, transfer, or convey this Contract or its right, title and interest in the same or any part thereof without prior written consent of District. In the event of such assignment, transfer or conveyance, this Contract at the option of District may be terminated, revoked and annulled, and District shall be relieved and discharged from any and all obligations to Contractor and its assignees or transferees. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract, in favor of all persons, firms or corporations rendering such services or supplying such materials, to the extent that claims are filed pursuant to applicable law.

ARTICLE 44: OTHER CONTRACT

a. District reserves the right to let other Contracts in connection with the work. Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.

b. If any part of the work under this Contract depends on the prior acceptable completion of work by others under separate contract(s), Contractor shall inspect and promptly report to District any defects in such work that would adversely affect the satisfactory completion of the work under this Contract. Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Contract, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

ARTICLE 45: NO WAIVER OF RIGHTS OR REMEDIES

Neither the inspection by District, or any of its employees, nor any order by District for payment of money, nor any measurement or certificate issued by the Project Manager, nor any payment for, or acceptance of, the whole or any part of the work by District, nor any extension of time, nor any termination for cause pursuant to Article 7 herein, nor any possession taken by District or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to District, or any right to damages herein provided, or restrict the District's rights or remedies under law, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

ARTICLE 46: LOSS OR DAMAGE

Except and unless otherwise provided in the specifications herein referred to, District shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to said work, or any part or parts thereof, respectively, or for any of the material or other things used and employed in finishing and completing the same. District shall not in any way be answerable or accountable for any loss or costs

by reason of the violation of any ordinance or law by Contractor, or anyone working through or under it, or because of any accident to any person on said work, or any accident caused by the carrying out of this Contract by Contractor, or anyone working through or under it.

ARTICLE 47: DISPUTES, CLAIMS AND PROTEST

a. If the Contractor considers any work demanded of it to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the District Inspector to be unfair, Contractor shall within ten days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Project Manager, stating clearly and in detail its objections, the reasons therefore, the nature of the costs involved and, to the extent possible, the amount of the claim. The notice must be given to District prior to the time that Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by District, or in all other cases within ten days after the happening of the event, thing or occurrence giving rise to the potential claim. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, additional compensation, payment, damages, and extensions of time on account of such demands, instructions, rulings, and/or decisions of the District Inspector.

b. Upon receipt of any such protest from the Contractor, the Project Manager will within ten days review the demand, instruction, ruling, or decision objected to and will advise the Contractor, in writing, of the final decision, which shall be binding upon all parties unless, within ten days after the date of said final decision, the Contractor shall file with the General Manager a formal protest against the decision.

c. Upon receipt of any such protest, the General Manager will within ten days review the demand, instruction, ruling or decision objected to and will advise the Contractor, in writing, of the final decision, which shall be binding upon all parties unless, within ten days after the date of said final decision, the Contractor shall file with the District Board of Directors a formal protest against the decision.

d. Upon receipt of any such protest, the District Board of Directors will within 30 days after receipt of such protest review the protest and render a final decision. Refusal or failure by the Board of Directors to consider Contractor's protest within 30 days of receipt of such protest shall be deemed denial of such protest.

e. It is intended that Contractor shall exhaust its administrative remedies in the manner outlined herein and that no legal action may be commenced by Contractor against District unless and until Contractor's administrative remedies are fully exhausted. After the exhaustion of administrative remedies, Contractor's remedy shall be to bring a civil action in Municipal or Superior Court in the County of Ventura.

f. Notwithstanding any provision to the contrary herein, the parties agree to comply with all procedures in effect at the time of any dispute as established in Article 1.5, Chapter 1, Part 3 of the California Public Contract Code.

ARTICLE 48: DRAWINGS AND INFORMATION TO BE FURNISHED BY CONTRACTOR

a. When requested by the Project Manager or required by the specifications, the Contractor shall submit to the Project Manager for approval two copies of shop drawings or manufacturer's drawings of all or part of any mechanical, electrical, structural or architectural item. Whenever the shop drawings contain any deviations from the design plans and specifications, the deviations shall be clearly identified and highlighted in the drawings or a transmittal letter accompanying such drawings.

b. Where applicable, performance curves are to be furnished for all pumps showing the characteristic efficiency and horsepower curves with the required operating points as guaranteed so marked.

c. Approval of shop and working drawings shall indicate only that such drawings generally express the intent of the Contract Documents and shall not be construed as a complete check and shall not relieve the Contractor of the responsibility of furnishing all materials and work required. Approval of shop drawings shall, in addition, not relieve the Contractor of the responsibility of accuracy of dimensions, provision of adequate connections and the proper fitting of the work in the completed construction.

d. Upon completion of the work and prior to final approval the Contractor at its expense shall file with the District two complete sets of drawings and instructions required for maintenance of all items of equipment furnished. These shall include instructions for lubrication, repair and servicing, parts lists and all other pertinent information available from the equipment manufacturers.

ARTICLE 49: AMENDMENTS TO CONTRACT

Pursuant to California Public Contract Code §7105, the parties agree that this Contract may be amended or modified upon mutual agreement of the parties as to such amendment or modification and any change in compensation attributable thereto.

ARTICLE 50: SEVERABILITY

In the event that any of the General Provisions, or any provisions in the Contract Documents, are found to be void or unenforceable, those provisions shall be deemed severable and shall not affect the validity or enforceability of the remaining General Provisions and Contract Documents.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

ARTICLE 1: WORK UNDER THIS CONTRACT

The Work includes construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project. This project is located on several private residential streets and in District easements in several locations served by the Triunfo Water & Sanitation District (District) in Bell Canyon (unincorporated Ventura County), California. The project involves closed circuit television (CCTV) inspection of the sewer main lines to determine viability for the rehabilitation work, lining of the main line using a cured in place pipe (CIPP) and reestablishing the private lateral connections to the main line, as identified on the Plans. The Contractor shall perform all Work in accordance with the Plans and Specifications.

The project is located within residential neighborhoods on private roads in a gated community and in District easements. Coordination with the District will need to occur to ensure minimal disruption of traffic on the residential streets and minimal inconvenience to the homeowners.

Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the Work. No separate payment will be made for work not specifically set forth in the contract documents. All Work shall be compensated based on the rates listed in the Contractor's Submitted Bid form. All locations and dimensions shown on the Plans are approximate and require field verification. It is the contractor's responsibility to identify any conditions affecting the cost of the work by reasonable examination of the site prior to bid.

Unless otherwise noted, all Work shall comply with the Standard Specifications for Public Works Construction Specifications (Greenbook), and the Standard Plans for Public Works Construction. When reference to Caltrans standards is made, the latest version of the Caltrans standards and specifications shall apply. In the event of a conflict between the Plans and these Specifications, the Specifications will take precedence.

All Work shall be in accordance with Occupational Safety and Health Act (OSHA), Federal, State and Ventura County regulations, laws and ordinances. Conflicts between requirements set forth in this contract documents and other regulations shall be brought to the written attention of the DISTRICT.

ARTICLE 2: {This article intentionally left blank}

ARTICLE 3: PREBID CONFERENCE

Prospective bidders are required to attend a mandatory prebid conference as noted in the Notice Inviting Bids. The meeting will be held for the purpose of answering questions concerning the project. None of the information transmitted at this meeting will modify the plans and specifications. Any subsequent modifications will be distributed to plan holders as an addendum. The site information provided is correct to the District's knowledge.

ARTICLE 4: SAFETY

Contractor and subcontractors shall comply with provisions of the Safety and Health Regulations for construction promulgated by the Secretary of Labor under Contract Work Hours and Safety Standards Act, as set forth in Title 29, CFR and by the California Division of Industrial Safety.

ARTICLE 5: UTILITIES

The Contractor shall protect all utilities in place. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall take steps to identify and locate such connections in order to prevent damage.

The Contractor shall immediately notify the Agency and the utility owner if a utility is damaged; Contractor shall repair any utility damage caused by Contract Work without cost to the Agency.

ARTICLE 6: CONSTRUCTION SURVEYS

No survey work is anticipated for this Project. Should the Contractor need to perform survey work to resolve any issues, Contractor shall coordinate with the District prior to commencing any survey work.

ARTICLE 7: ORDINANCES, PERMITS AND LICENSES

The Contractor shall obtain and comply with all required permits and licenses necessary for accomplishment of the Work regardless of whether a specific permit or license is explicitly delineated in the Contract Documents. These include but are not necessarily limited to Contractor's licenses, SWPCP (see Article 15), excavation permits, and business licenses.

The Contractor shall obtain and comply with the State of California, Department of Industrial Relations, Division of Occupational Safety and Health Administration (Cal/OSHA) classification confined space permit. Entry into and Work inside of the existing manhole structures is considered a confined space and an entry program as well as the appropriate personnel protective equipment will be required. Submit a copy of the confined space entry program to be utilized on the Project.

The District shall obtain the Bell Canyon Association Encroachment Permit that the Contractor may operate under for the Work.

ARTICLE 8: CONCEALED OR UNFORESEEN CONDITIONS:

It is understood by both parties that Contractor has made a pre-bid investigation of the site in accordance with the Instructions to Bidders. All concealed, unforeseen, or materially differing conditions are the responsibility of Contractor in the absence of an actual material, intentional misrepresentation by District as to conditions on the site. District may have made available to Contractor information on conditions that may be encountered on the site, but such information is for the exclusive use of District and District does not make any representations as to the completeness or the accuracy of the information made available. Contractor shall give written notice of any conditions encountered at the site that are unforeseen, concealed, or materially different from those set forth in the Plans or Specifications, or ordinarily encountered and generally recognized as inherent in the Work. Such written notice shall be given within five days of the Contractor's discovery of any such conditions.

ARTICLE 9: PROJECT LIMITS, ACCESS, LAYDOWN, AND CONSTRUCTION WATER

Project limits are shown on Sheet 2 of the Plans. The Contractor shall not perform Work or store materials and equipment outside the project limits without written permission from the property owner.

Project access is via a manned security gate and the District shall obtain access for the Contractor based on the personnel list provided. All subcontractors must be included in this list to obtain access to the Project site.

Laydown areas for equipment and materials are to be arranged by the Contractor. Storage and parking of equipment during non-working hours on the streets is not allowed. The District has secured permission to utilize a vacant parcel located near the development entrance as shown in Exhibit B. With the exception of the actual construction footprint, Contractor shall not use other areas within the project limits for laydown without written District authorization. Contractor shall coordinate with District Operations personnel to ensure that equipment parking and material stockpiles do not interfere with ongoing process operations. In the event of a conflict, normal operations within the community shall take precedence over construction use of designated laydown areas.

The Contractor shall keep all driveways accessible at all times and shall make efforts to keep materials out of the roadways and shall minimally disrupt the private laterals that are being worked.

Water for the Project is available from the Ventura County Waterworks District via a metered fire hydrant. The Contractor shall coordinate with the Waterworks District for permission as well as access. The cost of the water shall be included in other applicable items of Work.

ARTICLE 10: CERTIFIED PAYROLL RECORDS

Payrolls and basic records relating thereto shall be maintained during the course of the work and preserved by the Contractor and all subcontractors for a period of three years thereafter for all laborers and mechanics employed in the development of the Project. Such records shall contain the name and address of each such employee, and the employee's correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

ARTICLE 11: JOB PROGRESS (CONSTRUCTION) SCHEDULE

Within five (5) days of the execution of the Contract agreement, Contractor shall submit a detailed construction schedule in bar-chart form showing all major activities for District review and approval prior to beginning work at the site. The Schedule shall indicate milestones (e.g. NTP, Project Completion) established by District, and shall also reflect anticipated submittal dates for shop drawings, and procurement, fabrication, and delivery schedules of required major materials, as well as time for the asphalt pavement and berm to harden sufficiently to support equipment loads necessary to complete the Work.

If Contractor elects to submit an early completion schedule for the project, he does so at its risk and such a submission does not change the Contract completion date reflected in the Notice to Proceed. District will not accept any responsibility for, nor be held liable for, any damages allegedly caused by Contractor's failure to complete the Project within its proposed early completion schedule.

The Contractor shall update the Project Schedule weekly and provide it for review at the weekly Project Meetings (Article 14 herein).

ARTICLE 12: SHOP DRAWINGS AND SUBMITTALS

Prior to the pre-construction conference, the Contractor shall submit the following Submittals:

1. Schedule of Values for the lump sum bid items to include a breakdown of sufficient detail as approved by the Engineer. This Schedule of Values shall be used as a basis of determining costs associated with Change Orders.
2. A contact sheet listing all key Personnel, key personnel's telephone numbers and email addresses, and emergency telephone numbers.

3. Material Review
 - Linings and Coatings.
 - Calculated minimum thickness values of the liner for each installation (See Section 906 of this Specification)
 - Manufacturer's recommendations regarding the curing (including durations and minimum and maximum temperatures), cooldown period, and storage of liners.
 - Manufacturers' certification and test results that the proposed manufactured cured-in-place felt tubes meet the requirements of Type A per ASTM F1216.
 - Manufacturer's certification and test results that the composite felt tube and vinyl ester or epoxy resin meet the physical requirements of the Greenbook Table 500-5.5.2.
4. Temporary Sewer Bypass plan per SSPWC Section 3-12.5.2 and Technical Provisions, Section 903.
5. Spill Prevention and Emergency Response Plan per SSPWC Section 3-12.5.3 and Technical Provisions, Section 903.
6. Pipe rehabilitation manufacturer specifications and installation procedures.
7. Sample video recordings and inspection reports shall represent the quality of video inspection and text to be provided by the Contractor in conformance with the Contract Documents for both the pre and post CCTV inspections.
8. Catalog cut sheets of all materials used to rehabilitate the sewer pipeline and reinstate active laterals.
9. Equipment List and provide additional detail regards the specifications for the CCTV camera and the robotic lateral cut out tools.
10. Method proposed to trap debris from the cleaning process and remove from the sewer pipeline.
11. Method proposed to trap and remove all lining cuttings required to re-establish active laterals (the "cookies").
12. Curing logs for every installation detailing the temperature and duration of curing and cooldown processes.
13. Method proposed to repair or remove any damaged or incorrectly installed pipeline liner. Include the name of the intended contractor to be used to perform the removal of the liner or assist in the reestablishment of laterals affected by the failed liner.
14. Computer application program that is required to view the video coverage of the pipeline and laterals both before and after the lining installation (this software is to be the same for both the pre and post video inspection coverage). The District shall review the program format to ensure that it is compatible with the District's computers.
15. Confined Space Entry Program per SSPWC Section 5-7.5.1. This submittal includes:
 - Training of personnel
 - Purging and cleaning the space of materials and residue
 - Potential isolation and control of energy and material inflow
 - Controlled access to the space

- Atmospheric testing of the space
 - Ventilation of the space
 - Special hazards consideration
 - Personnel protective equipment
 - Rescue plan provisions
 - Gas detection equipment calibration test documentation as well as the equipment manufacturer's calibration requirements.
16. Testing laboratory information (including laboratory name, licenses and certifications, list of tests for which the laboratory is certified, and laboratory location) for approval by District

During the pre-construction conference, Contractor shall provide a complete listing of all anticipated Contractor submittals for Project Manager's review and the proposed submittal dates for each. Contractor shall indicate items as shop drawings, compliance certificates, work procedures, material samples, or guarantees.

All Contractor submittals shall be accompanied by a transmittal letter that shall clearly indicate the item being submitted for review. The transmittal letter shall include a blank white space 3 inches by 4 inches for review notations. Each transmittal shall have identified the following information as applicable:

- a. Project title and location
- b. Contractor/Subcontractor name
- c. Supplier name
- d. Manufacturer name
- e. Specification location

If additional data for the submitted item is anticipated to be provided at a later date, Contractor shall so state on the transmittal.

Submittals shall be numbered consecutively and only one item shall be included per submittal. Subsequent submittals for the same item shall reference the original number and include an extension of that number, i.e., 2.0 becomes 2-A, etc. Two (2) copies of each submittal required by the Special Provisions shall be furnished at least 15 days prior to the intended use, unless otherwise indicated.

Engineering data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connection, anchorages and supports required; performance characteristics; dimensions needed for installation and correlations with other materials and equipment; and all additional information as required in these Special Provisions.

Submittal data shall be sufficient to verify compliance with all requirements of these Specifications and references.

Certified test results (test certificates) required for demonstrating proof of compliance of materials with specification requirements will be signed by an official authorized to certify on behalf of Contractor and will contain the name and address of Contractor, the project name and location, the quantity, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates will be signed by a laboratory official authorized to certify on behalf of the laboratory and will contain the name and address of the testing laboratory, the material tested, the testing standards followed, and the testing results. Certification will not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on samples, the material is found not to meet the specific requirements.

Any changes proposed by Contractor shall be stated in a cover letter and essential details of such changes shall be clearly shown in the data submitted.

Calculations to support the adequacy of the design in meeting specified performance ratings or requirements shall be submitted when required by these Special Provisions.

Data sheets, catalog cuts or drawings showing more than the particular item under consideration shall be marked to cross off all but the applicable information.

District's review of drawings and data submitted by Contractor will cover only general conformity to the Drawings and Specifications. After District has completed the review, the submittal will be returned with one or more of the following notations:

- a. No Exception Taken
- b. Make Corrections Noted / Do Not Resubmit
- c. Make Corrections Noted / Resubmit
- d. Rejected / Revise and Resubmit
- e. Accepted for Information Only or Not Required

A non-rejection response to a submittal does not constitute a blanket approval of dimensions, quantities, and details of the material, equipment, device, or items shown, and does not relieve Contractor from responsibility for errors or deviation from the Contract requirements. A "Make Corrections Noted" response does not relieve Contractor from the responsibility of providing all information required by the Contract.

Review of partial or incomplete submittals will be at the discretion of District.

District will advise Contractor of any anticipated additional costs related to review of partial or incomplete submittals, or expedited review when due to late submission by Contractor. Upon Contractor's request and agreement with District, the additional or expedited review will proceed.

ARTICLE 13: PRE-CONSTRUCTION CONFERENCE

Prior to the start of the Work, a pre-construction conference will be arranged by District and Project Manager. This conference will be attended by Contractor and his major subcontractors plus other agencies or utilities invited by the District. The purpose of this conference is to acquaint Contractor with District's administrative requirements and policies, to give emphasis to those contract requirements considered most essential, to introduce the District's Representative and Contractor personnel, to reach agreement on the timing and method of all procedures related to the efficient progress of the Work, and to discuss any other items that may require clarification. The procedures and distribution of all correspondence and documents related to the Contract will also be established. The pre-construction conference will be held at the District office at a mutually agreed upon date and time.

ARTICLE 14: PROJECT MEETINGS

Project meetings will be held on a regular basis, (typically weekly) at a time and location to be established by the Project Manager to discuss the progress and execution of the Work. Contractor and any subcontractors, suppliers, or vendors whose presence is necessary or requested will attend these meetings. All decisions, instructions and interpretations given by the Project Manager at these meetings will be binding and final. The proceedings of these meetings will be recorded by the Project Manager, and Contractor will be furnished copies for its use.

Contractor shall furnish the updated Construction Schedule (MS-Excel is acceptable format) detailing the planned Work for the coming week. This schedule is in addition to the two-week "look ahead" schedule shall be revised and submitted to the Project Manager at the meeting.

ARTICLE 15: REGULATORY COMPLIANCE

a. Contractor shall be responsible for obtaining all trade-related permits required by the Project, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.

b. Contractor shall maintain copies of all permits required for construction of this Project at the job site.

c. Regulatory Compliance Authorities

- (1) All Work shall be performed in accordance with the most current regulatory criteria and standards, which include, but are not limited to:
- (2) Resource Conservation and Recovery Act, Subtitle D;
- (3) California Code of Regulations Titles 8 (Cal –OHSA), 14, 23, and 27;
- (4) Ventura County Air Pollution Control District Rules (VCAPCD);
- (5) National Pollutant Discharge Elimination System (NPDES);
- (6) Uniform Fire Code;
- (7) California Department of Public Health Regulations for Delivery Systems;
- (8) Federal Clean Air Act (42 U.S.C. 7401-7671q);
- (9) Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

15.1 Ordinances

Construction shall conform to all Federal, State, District, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make Work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Contract price.

15.2 Cultural and Scientific Resources

a. If Contractor's operations uncover, or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological, or other artifacts of like nature within the construction area, Contractor shall immediately notify District's onsite representative of Contractor's findings and shall modify the construction operations, so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such findings from District.

b. Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment will be allowed as provided for within this Contract.

c. Any findings of a cultural/scientific resource nature shall remain the property of District and not become the property of the person or persons making the discovery.

15.3 Disposal of Solid Waste

Contractor shall be responsible for proper disposal of all refuse.

Contractor shall arrange for a State-approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to the District. Contractor shall submit proof of this firm being retained by Contractor within ten (10) calendar days of the effective date of the Contract. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the District and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of the District, as stated within this Section under Maintenance of Work Area.

15.4 Storm Protection

a. Contractor shall take every practicable precaution to minimize danger to persons and to the Work during rainy or windy conditions. Contractor shall protect all District facilities within its Work project.

b. As part of its storm protection, Contractor shall provide a stormwater management plan (erosion control plan), to be reviewed and approved by District. The plan shall be prepared in accordance with applicable portions of the California Storm Water Best Management Practice Handbooks (BMP) and Section 15.5 below. The Plan(s) will be reviewed by the District, but Contractor shall have sole responsibility for implementation of the Plan(s). Any notices, penalties, or fines issued by outside agencies as a result of Contractor operations, whether to Contractor or District, shall be borne by Contractor. Contractor shall pay all fees associated with these requirements.

15.5 Stormwater Pollution Control Plan (SWPCP)

Contractor shall prevent, control, and otherwise abate discharges of pollutants from the construction site into the local storm drains. Contractor shall submit a Stormwater Pollution Control Plan (SWPCP) for approval by the District prior to implementation; see https://s29422.pcdn.co/wp-content/uploads/2018/08/SWPCP_for_less_than_1_Acre_Rev_-2012-02-06.pdf for a blank SWPCP template.

All water pollution control measures on the job site shall conform to the requirements of the approved SWPCP. If circumstances during the course of construction require changes to the original SWPCP, Contractor shall prepare and submit a revised plan in each instance. If measures are inadequate to control water pollution effectively, the Agency may, in its sole discretion, direct Contractor to revise the operations; no further work shall be performed until adequate water pollution control measures are implemented. No responsibility shall accrue to the District as a result of the plan or its knowledge of the plan. All work installed by Contractor in connection with the SWPCP but not specified as a permanent part of the Work shall be removed and the site restored to its original condition after completion of the project.

During the course of Construction, District will monitor Contractor's operations and will notify Contractor of any non-compliance issues observed. Such monitoring does not relieve Contractor of the responsibility for implementation of the Plan(s) and for upgrading and maintaining appropriate control of all aspects of the Plan(s). Contractor shall also notify District of any condition that could lead to noncompliance with the permit requirements.

Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of Contractor's failure to comply with those provisions of the SWPCP within Contractor's control. Contractor shall be responsible for ensuring that Contractor's subcontractor(s) comply with the provisions of this Section. Contractor shall be liable for any action or fine imposed by the regulatory agencies on those incidents of noncompliance that are within Contractor's area of responsibility.

15.6 Discovered Hazardous Waste

a. Contractor shall promptly, and before the following conditions are disturbed, notify District in writing of any:

(1) Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,

(2) Subsurface or latent physical conditions at the site differing from those indicated,

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

b. District will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, District shall issue a Change Order under the procedures described in the Contract. If hazardous waste is found, District will contact its key waste Contractor to properly remove and dispose of the waste. Contractor shall not disturb the waste. Contractor shall immediately notify District if the waste is found leaking, not containerized, or vapors or odors are detected.

c. In the event that a dispute arises between District and Contractor where the conditions materially differ, or involve hazardous waste, or a decrease or increase in Contractor's cost of, or the time required for performance of any part of the Work, Contractor shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

15.7 Contractor-Generated Hazardous Waste

Contractor is responsible for the proper handling, storage, transportation (per all Federal, State and Local Regulations), and disposal of any hazardous, liquid or nuisance wastes (i.e. finely divided, powdery/dusty materials, strong odor, etc.) it generates on District property or elsewhere when performing work on District's behalf.

Contractor must have a District Safety Officer review and approve Emergency/Contingency Plan for handling spills of hazardous, liquid or nuisance materials it is using while working on District property or elsewhere when performing work on District's behalf. This shall include proper handling, removal, and disposal of these materials per all applicable Federal and State requirements. The Plan shall also include emergency notification to District staff and emergency personnel. The spill-damaged area(s) must be restored/repared to its original condition by Contractor in a correct and timely manner and to the satisfaction of District.

Contractor shall provide copies of all manifests, bills of lading, etc. to District upon request to verify proper disposal to a licensed, permitted facility has occurred.

District has the authority to perform inspections of Contractor's work area at any time to insure all applicable regulations are being adhered to.

Contractor is responsible for training its employees, as required by OSHA CCR Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. These employees must also be trained in the Emergency/Contingency Plan and know immediate response procedures should a release occur.

Contractor shall keep emergency response equipment and materials available in the working area, should a release occur.

15.8 Fugitive Dust/Air Quality Emissions

Contractor shall comply with Greenbook specification 7-8.1, "Cleanup and Dust Control" as the default minimum when a task is not otherwise specified. Contractor shall adhere to the regulations under the VAPED and include the following:

a. Contractor shall minimize dust-creating activities during periods of high winds. If the dust control is not manageable during periods of high winds, District reserves the right to close-down Contractor's operations without cost liability.

b. Contractor shall minimize dust from stockpiles and excavated surfaces by coordinating the transition from water spray on the active surface to covering the stockpile or excavated surface with secured tarps. The tarps or surface sealing shall be designed and installed to survive 60 mph winds whenever a surface may dry out before the water truck can prevent its drying out.

Trucks importing or exporting loose materials (fill soils, gravel, soil amendment, etc.) shall have dust-tight covers. Loading or unloading operations shall have a pressure water spray available for wetting prior to motion and to knock down dust when the load is in motion.

c. During the course of construction, District will monitor Contractor's operations, including checking for airborne dust on Contractor's equipment, as well as nearby homes, vehicles, sidewalks and streets. If dust control/air emission issues are noted, Contractor will be advised. If Contractor fails or refuses to correct the noncompliance immediately, District may:

1. Take over dust control at Contractor's expense (both cost and time),
2. Terminate Contractor's right to proceed,
3. Take possession of and utilize in completing the Work such materials, appliances, and plants as may be on the site of the Work and necessary therefore, and
4. Any combination of the above three actions.

Whether or not Contractor's right to proceed with the Work is terminated, Contractor and Contractor's Sureties shall be liable for any damage to District resulting from Contractor's refusal or failure to complete the Work within the specified time. Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of Contractor's failure to comply with the provisions of these specifications that are within Contractor's control. Contractor shall be responsible for ensuring that all subcontractor(s) comply with the provisions of this section. Contractor shall be liable for any action or fine imposed by the Ventura County Planning or VAPED on those incidents of noncompliance that are within Contractor's area of responsibility. Contractor shall also notify District of any condition that could lead to noncompliance with the requirements.

15.9 Equipment and Soil Contamination

Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of soil which Contractor's equipment or activities have contaminated shall be the sole responsibility of Contractor and shall be mitigated to District's satisfaction immediately following written notice from the District's or its authorized representative. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to Construction Manager for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of Contractor. Prior to removal, Contractor must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to District prior to shipment. If the manifest is not submitted, District will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus five percent (5%) administration fee until the manifest or appropriate documentation is submitted by Contractor.

15.10 Regulatory Compliance Authorities

Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of Contractor's failure to comply with the requirements of 15.1 through 15.9 above that are within Contractor's control. Contractor shall be responsible for ensuring that Contractor's subcontractor(s) comply with the provisions of this Section. Contractor shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by District as a result of regulatory noncompliance arising from any action or inaction of Contractor or its Subcontractor(s). Violations of the

Federal Acts will be reported to the United States Department of Housing and Urban Development and the regional office of the Environmental Protection Agency.

ARTICLE 16: MEASUREMENT AND PAYMENT

No separate payment will be made for compliance with these Special Provisions. All associated costs shall be included in the applicable Contract price for the items to which the work applies.

To secure payment, Contractor shall submit invoices in accordance with General Provisions Article 8.

16.1 Measurement of Quantities

All quantities measured will be actual installed or constructed in-place quantities in conformance with the project drawings, and as authorized by the District or its authorized representative.

- a. Measurement by Volume shall be by the cubic dimension using the installed mean length and width and the design height or thickness.
- b. Measurement by Area shall be by the mean length and width, or radius.
- c. Linear measurement shall be along the centerline or mean chord.
- d. Lump Sum shall be per the completed item of Work.

16.2 Defect Assessment

Any Work not conforming to the requirements of these Specifications shall be removed and replaced by, and at the expense of, Contractor in accordance with these Specifications.

If, in the opinion of the District, it is not practical to remove and replace the Work, the District, in its sole discretion, will exercise one of the following remedies:

- a. The defective Work may remain, but the unit price will be adjusted at the discretion of District.
- b. The defective Work will be partially repaired at the direction of the District, and the unit price will be unilaterally adjusted by the District.

Individual sections of the Specifications may modify these options or identify a formula or percentage unit price reduction.

The authority of District to assess the defect and identify payment adjustment is final.

16.3 Non-Payment

Payment will not be made for any of the following:

- a. Products or materials supplied by Contractor that are determined to be unacceptable before or after placement.
- b. Products or materials supplied by Contractor that are not completely unloaded from the transporting vehicle.
- c. Products or materials supplied by Contractor that are placed beyond the lines and levels of the required Work.
- d. Products or materials supplied by Contractor that remain on hand after completion of the Work.
- e. Load, hauling, and disposing of rejected products or material supplied by Contractor.

16.4 Payment

Full compensation for all labor, material, equipment, and incidentals required to complete the items of Work listed in accordance with the Plans and Specifications shall be considered as included in Contractor's unit prices indicated in the submitted Bid Form.

ARTICLE 17: DIESEL EXHAUST EMISSIONS AND SMOKING

District supports the efforts of the VAPED to reduce NOx and carcinogenic diesel exhaust emissions from heavy-duty vehicles by Contractors using heavy-duty alternative fuel vehicles. To minimize emissions, Contractor is advised to refrain from the following:

- a. Avoid engine braking, except for safety.
- b. Except for loading or unloading, excessive idling of equipment is not allowed.

There is absolutely no smoking allowed on the job site off of the public right-of-way at any time. Each smoking area shall have an adjacent fireproof ash and butt can and a trash can.

A fire spotter, fire extinguisher, shovel, and bucket of sand shall be available and within reach at all times during any welding or torch work.

ARTICLE 18: MISCELLANEOUS CLARIFICATIONS AND CONSTRUCTION NOTES

Care shall be taken to prevent spillage on public streets. All spillage shall be removed and the area cleaned immediately. Contractor shall comply with Greenbook Specification 7-8.1.

ARTICLE 19: {This article intentionally left blank}

ARTICLE 20: GROUNDWATER

Groundwater may be present in the vicinity of the Work. Bidders and Contractors shall determine through their own efforts, the extent of such conditions and must assume all responsibility for the cost impact such conditions will have upon the Work.

ARTICLE 21: DISPOSAL OF WASTEWATER MATERIAL

Material cleaned out of the sewer main shall be captured and removed from the collection system through the use of a combination jetting truck. Material shall be deposited at a legal disposal location and not reintroduced into the collection system or allowed to flow downstream beyond the area that is to be lined. Arrangements can be made with the City of Los Angeles, County of Los Angeles, Las Virgenes MWD or other local agency who will take the wastewater material. Documentation of the deposit location will be provided to the TW SD Project Manager.

ARTICLE 22: SANITATION

a. All parts of the Work shall be maintained in a neat, clean, and sanitary condition. All waste and refuse from sanitary facilities provided by the Contractor or from any other source relating to the Contractor's operations shall be taken care of in a sanitary manner, satisfactory to the District and in accordance with laws and regulations pertaining thereto. Fixed and portable toilets, which are made

inaccessible to flies, shall be provided wherever needed for use of employees and their use shall be strictly enforced.

b. The Contractor shall furnish all the facilities and means for the proper sanitation of the Work and shall protect and hold harmless the District, its officers, and employees from any liability resulting from improper or insufficient sanitation measures.

ARTICLE 23: STORAGE OF MATERIALS AND EQUIPMENT

The Contractor may not store his equipment or materials at the project site. Storage space (laydown area) and overnight parking of equipment will be allowed at a maintenance yard located at the entrance to the Bell Canyon Development as shown on the Plans. Due to limited to the area during non-work times, all sites and equipment shall be sufficiently secured to prevent potential injury by individuals.

ARTICLE 24: FINAL INSPECTION

Upon completion of the Work, Contractor shall notify District in writing and District will make an inspection promptly, at which time Contractor or his representative shall be present. Contractor will be notified in writing of any defects or deficiencies to be remedied and shall commence correction of the same within at least five (5) days thereafter subject to the last sentence of this paragraph. When notified that all necessary corrections have been made, District will re-inspect the job to verify that all Work has been completed in accordance with the applicable Plans and Specifications. District may, at its option, complete all necessary corrections and deduct its expenses therefore from amounts due Contractor hereunder, if the time for completion of the Work has expired or if in District's judgment Contractor cannot complete such correction within the time provided for completion of the Work.

ARTICLE 25: {This article intentionally left blank}

ARTICLE 26: WORKMANSHIP

All Work shall be done and completed in a thorough workmanlike manner. All Work shall be done by workers skilled in their various trades.

ARTICLE 27: CLEANUP

a. During the Work, Contractor shall keep the project site(s) in a neat and clean condition, and free from unsightly accumulation of rubbish or debris. Contractor shall mechanically sweep or hand broom paved surfaces clean of any construction debris, gravel, dirt, or loose asphalt before leaving the project site each day. Earth materials may be redistributed (without airborne dust) on the site. Debris shall be recycled or disposed off-site as appropriate.

b. Upon completion of the Work, the Contractor shall at his own cost and expense, satisfactorily dispose of all waste, rubbish, unused materials, forms, and other equipment and materials belonging to him or used under his direction during construction and, in the event of his failure to do so, the same may be removed and disposed of by the District at the Contractor's expense.

ARTICLE 28: MAINTENANCE AND GUARANTEE

a. The Contractor hereby guarantees that the entire Work constructed under the Contract will fully comply with all requirements for quality of workmanship and materials.

b. The Contractor hereby agrees to make, at his own expense, any repair or replacement made necessary by defects in materials or workmanship supplied by him that becomes evident within a one (1) year period after date of final payment, and to restore to full compliance with the requirements of these specifications, including all test requirements, any part of the Work which during said one (1) year period is found to be deficient with respect to any provision of the specifications.

c. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the District. If the Contractor fails to make repairs and replacements promptly the District may contract with others for performance of the Work and the Contractor and his surety shall be liable to the District for the cost thereof.

d. The guaranty and agreements set forth in subsections “a” to “c” inclusive hereof shall be secured by a Maintenance Bond which shall be delivered by the Contractor(s) to the District before the notice of completion and acceptance of the Work agreed to be done by the Contractor, as mentioned in the General Provisions, shall be filed by the District.

ARTICLE 29: USE OF COMPLETED PORTIONS OF THE WORK

The District or their assignee shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completion of the Work. Such taking possession and use shall not be deemed an acceptance of any part of the Work. If such prior possession or use increases the cost of the Work, the Contractor shall be entitled to claim extra compensation within five (5) days by each occurrence. The amount of any such extra compensation shall be determined by the District.

ARTICLE 30: AS-BUILT DRAWINGS

The Contractor shall furnish a marked-up set of drawings indicating “As-Built” conditions, which shall reflect all changes made during construction.

ARTICLE 31: CONSTRUCTION WORKING HOURS

Construction activities will be permitted Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m. No construction shall occur on State and Federal holidays. At the discretion of the District, maintenance may be coordinated outside these hours, except Sunday. Note that the contract provides for an extension of time in the event of severe weather which may occur during the year.

TECHNICAL PROVISIONS

GENERAL

The Work consists of furnishing all equipment, labor, materials, services, specialty items, and appurtenances for construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project. The Contractor shall perform all Work in accordance with the Plans and Specifications.

The scope of the Work shall include but not limited to the following the following tasks:

Task 1: Establishment of the construction staging areas and project equipment, submission and approval of preconstruction video of the Project Sites prior to commencement of Work, restoration of staging areas once construction is complete, preparation and submission of the Contractor's redline markups of the Plans, and other requirements outlined in the Contract Documents.

Task 2: Closed Circuit Television (CCTV) inspection for the 8-inch diameter pipelines and includes all labor, materials and equipment necessary for traffic control setup and removal per the encroachment permit, pressure cleaning of the sewer pipeline (debris/root removal), collecting the debris through the use of a combination cleaning truck and depositing the material at a legal disposal facility, performing a pre- and post-rehabilitation CCTV inspection of the internal pipeline and lateral connections to determine viability of the rehabilitation as well as confirmation of the integrity of the main line lining process in conformance with the Contract Documents.

Task 3: 8-inch diameter Sewer Main Lining work item shall include all labor, materials and equipment necessary for vegetation removal or any other preparatory work required prior to lining operations, traffic control setup and removal per the encroachment permit, notification of residents, bypassing operations, the installation of the specified cured in place pipe (CAPP) lining of the sewer main line to the extents shown on the Plans, including all efforts needed to maintain service, record keeping, inspection, and repairs of folds or tears in the liner, and quality control testing in conformance with the Contract Documents.

Task 4: Sewer Lateral Reestablishment work item shall include all labor, materials and equipment necessary for the reinstatement of the private sewer lateral connections (4-, 6- and 8-inch diameter) at the main line after the installation of the CAPP liner, removal of the robotically cut out lateral coupon and debris from the pipeline and CCTV visual verification of the lateral reinstatement in conformance with the Contract Documents.

All Work shall comply with Occupational Safety and Health Act (OSHA), Federal, State and Ventura County regulations, laws and ordinances. Conflicts between requirements set forth in these Contract Documents and other regulations shall be brought to the written attention of the DISTRICT.

The Contractor shall conduct Work in a professional manner, including leaving the site in equal to or better than its original condition prior to commencement of the Work.

TECHNICAL PROVISIONS

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SECTION 900 - MOBILIZATION

900-1 SCOPE OF WORK.

900-1.1 General. Mobilization will consist of preparatory work and operations including, but not limited to those necessary for the improvements such as personnel, equipment, supplies, and incidentals to the project site. Mobilization shall also include the establishment of any temporary facilities and the submittal of a detailed construction schedule.

900-1.2 The Contractor shall provide portable toilet facilities for their employees per OSHA requirements.

900-1.3 Measurement and payment shall be per Special Provisions Article 16.

SECTION 901 - TRAFFIC REQUIREMENTS

901-1 STREET CLOSURES, DETOURS AND BARRICADES.

901-1.1 General. Portions of the Work to be done will require traffic control in the road right-of-way. The streets within the gated development are private property and governed by the local Homeowner's Association (Bell Canyon Association). The streets are residential in traffic volumes only. The requirements of SSPWC Section 601 shall be followed as well as the procedures outlined in the following Sections. While performing the Work, in the public right of way, it may be necessary to temporarily close the road, private driveway access, or a shoulder. Any closure of the road or modification from its existing configuration will be performed in accordance with the County of Ventura requirements and will require a notification to the residents/users of the road. In addition, contact the following and notify them of the closure:

Ventura County Sherriff's Office	(805) 646-1414
Ventura County Fire Department	(805) 371-1111 x 22
Lifeline Medical Response (Ambulance)	(805) 653-9111 x 12
Bell Canyon Association (HOA)	(818) 346-9879

901-1.2 Closures. Any closure shall not be maintained overnight or outside of the specified working hours.

901-1.3 Devices. Install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the CalTrans "Work Area Traffic Control Handbook". Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be in sound, good condition and otherwise meet the requirements of new materials. All traffic control devices will be free from graffiti. Immediately clean and/or replace any device to the satisfaction of the District. No more than one (1) work day to remove graffiti will be allowed.

901-1.4 Pedestrian and Vehicles. Maintain safe crossings for vehicles and pedestrian traffic at all times. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

901-1.5 Gutters. Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, will provide and maintain an adequate waterway.

901-1.6 Lane Closures. When work is in progress that requires lane closure, the traffic cones or portable delineators used for the lane closure will be placed off of and adjacent to the edge of the travel way. The spacing of the cones or delineators will not be more than the spacing used for the lane closure. Nothing in this Section will be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from the responsibility as provided in the Contract Documents.

901-1.7 Fire Hydrant Access. Provide access from the street to all fire hydrants and water valves and to abutting property owners unless their consent to the contrary is first obtained.

901-1.8 Non Compliance. Traffic control devices not placed in accordance with the approved traffic control plan will be cause to stop construction. All warning devices used during hours of darkness will be reflectorized.

901-1.9 Traffic Lanes. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators will be considered to be the edge of the traffic lane. However, do not reduce the width of an existing lane to less than ten (10) feet.

901-2 TEMPORARY ROAD CLOSURE SIGNS.

901-2.1 General. Post "Temporary Road Closure" signs at least 48 hours (two work days) in advance of the first date of construction. Each sign must include the beginning and end dates and the hours in effect, if applicable. Signs will be professionally made of moisture- resistant, heavy duty cardboard or other approved material. All "Temporary Road Closure" signs will be maintained by the Contractor and kept free from graffiti. Any sign which becomes illegible or is removed will be replaced within 24 hours (one work day). Restrict road closure for the minimum time necessary to complete on-going work and remove and repost "Temporary Road Closure" signs, if and when full use of the road can be restored for more than five (5) consecutive days.

901-3 MEASUREMENT AND PAYMENT

901-3.1 Measurement and payment shall be included in other applicable items of Work.

SECTION 902 - PIPELINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION

902-1 SCOPE OF WORK.

902-1.1 This section covers the requirements of the existing pipeline cleaning and pre- and post-product installation closed circuit television (CCTV) inspection Work for the CIPP lining as part of this Project.

902-2 SUBMITTALS.

902-2.1 Submit information to the District on the cleaning equipment to be employed on the Project. Information on the type of equipment (manufacturer and model) and procedures of insertion, operation and removal of the identified cleaning equipment shall be provided. A description of the procedure to be employed for equipment that is trapped in the pipeline shall also be provided.

902-2.2 Submit information on the CCTV equipment and software to be used on the Project. Submit the information of the firm and their qualifications to perform the CCTV Work on the Project. In addition, submit a sample of the CCTV product performed from another representative project as well as the CCTV operator's log intended for use on this Project.

902-2.3 Submit the pre- and post CIPP installation CCTV Work to the District within 24 hours of the CCTV completion.

902-3 EXECUTION.

902-3.1 Perform internal cleaning of the existing pipeline to be lined in accordance with SSPWC Section 500-3.3. The cleaning head nozzle velocity shall not cause system over pressure or excess vacuum. A suitable delay between cleaning and liner installation shall be provided such that the water from the cleaning has time to drain from the line. Failure to control the vacuum conditions in the pipeline while cleaning that cause private restroom overflow/spills are the responsibility of the Contractor. Once cleaning is complete, perform Closed Circuit Television (CCTV) inspection of the existing pipeline in accordance with SSPWC Section 500-3.4 with the exception that a portable electronic media storage device with all of the videos organized shall be provided to the District in place of digital files. The file format shall be consistent with the District CCTV electronic filing system (WinCan).

902-3.2 Contractor shall be responsible for implementing quality assurance/quality control procedures necessary to ensure that all sewer cleaning and CCTV inspection video work meets the requirements of the specifications. If conditions are encountered which prohibit cleaning, notify the District immediately.

902-3.3 The intent of the cleaning is to remove sludge, dirt, sand and debris from the pipelines in order to install rehabilitation products (cured in place pipe). All material resulting from the sewer/lateral line cleaning shall be removed from the sewer lines and associated structures.

902-3.4 Install a trap in the outlet of the downstream manhole prior to cleaning each gravity sewer line to contain the flushed debris that is dislodged from the cleaning work. The trap shall be approved by the District Representative. During the hydroflushing, a combination cleaning unit truck shall remove all dislodged material so it does not travel downstream. Use of a hydrojetting trailer without

the combination cleaning truck is not allowed. Remove all trapped materials from the manhole prior to removal of the trap.

902-3.5 Hydroflushing of the sewer lines shall include a minimum of two passes (each pass consists of running the hydroflush cleaning tool all the way to the next manhole and returning it to the entry manhole. If a section cannot be cleaned all of the way due to a blockage contact the District Representative immediately in order to assess a solution to clear the blockage.

902-3.6 Where the cleaning work is to occur on residential streets, set up traffic control to allow for safe passage of vehicles in the street and protection of the workers while the cleaning crews/equipment are at work.

902-3.7 The Contractor shall be in full compliance with the State Regulations regarding safety in confined spaces and shall have proper safety equipment, including shoring, gas detectors, and harnesses, at the site.

902-3.8 Full compensation for manhole safety shall be considered as incidental to the work and included in the unit price paid per linear foot of pipe cleaning and CCTV inspection.

902-3.9 Satisfactory precautions shall be taken to protect the existing sewer pipes from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or any tool which retards the flow of water in the existing sewer pipes are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to any public or private property being served by the sewer pipe involved. Allow a sufficient amount of delay between cleaning and liner installation to ensure that any backed up flow in the main has time to exit through the downstream manhole.

902-3.10 Roots up to ½-inch in diameter and protruding laterals shall be removed from the pipeline prior to installation of the liner product as part of the Work.

902-4 CLOSED CIRCUIT TELEVISION (CCTV).

902-4.1 Perform a pre-lining closed circuit television (CCTV) of the main lines after the pressure cleaning to determine the existing condition of the pipe. Carefully inspect the main lines to determine the location of any condition which may prevent the proper installation of the liner, including roots up to and including ½ inch in diameter. Notify the District Representative immediately if a condition exists. Provide a DVD of the pre-lining CCTV to the District as specified above. In addition, a post-installation CCTV inspection shall document that the pipeline rehabilitation has been installed per the Contract Documents. The CCTV inspections shall be documented as written reports and video recordings (digital) as specified herein and the Contract Documents. A complete and operable CCTV spare camera shall be onsite at all times and ready for use in the instance when the primary camera malfunctions or stops working. The spare camera shall be of equal quality and work product as the primary camera. The lighting and recording speed of the lateral inspection (pre and post) shall be in accordance with NASSCO PACP standards or as directed by the Engineer.

902-4.2 The record of all CCTV inspections by the Contractor shall be submitted to the District as both a printed log sheet as detailed below for each line segment and a digital video recording on DVD format with voice over that provides the pipeline conditions as detailed below. The log sheets are required to contain color photographs of each lateral detected and all defects. The DVD format is to be compatible with a computer software viewing application that is identical for both the cleaning and

the post lining inspection submittals. The software viewing application is to be provided to the District at no cost.

902-4.3 Manhole entry shall be conducted in strict accordance with the State Regulations regarding safety in confined spaces and Contractor shall have the proper safety equipment including shoring, gas detectors, and harnesses at the site.

902-4.4 Inspection of the pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections.

902-4.5 If during a sewer main or lateral inspection, the lens becomes soiled or fogged, the camera shall be removed from the sewer pipeline and the lens cleaned. If the camera is removed from the line for lens cleaning or for clearing the sewer line of fog, the camera shall be returned to the point where acceptable inspection images were obtained. If fog is encountered during a run, stop the camera and ventilate the line to remove the fog.

902-4.6 Move the camera through the sewer pipeline or lateral at a moderate rate. Do not move the camera faster than 30 feet per minute. If, during the inspection operation, the television camera will not pass through the entire sewer segment due to a protruding lateral or offset joint, set up the equipment from the opposite manhole to complete the inspection. The CCTV camera shall have a sensitivity of 1.5 lux (F1.8, 1/60s) and 0.13 lux (F1.8, 1.4s).

902-4.7 During the pre-rehabilitation CCTV inspection, the camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Each observation shall be documented by text overlay on the videotape and voice recording. The observations shall be also noted on the inspection report. These observations shall include:

- a) Connections
- b) Infiltration
- c) Debris/roots
- d) Issues that will affect the installation of the liner product.
- e) All other irregularities within the pipeline.

902-4.8 Electronic inspection logs shall be kept by the Contractor for each inspected line segment (pre- and post-rehabilitation). The logs shall indicate the sewer line segment location, the upstream and downstream manholes (where applicable), property address (if lateral), date and time of inspection, direction of inspection, pipe diameter, material, and final inspected length. Note unusual conditions on the video and the log. The inspection database and identification codes shall be per the current NASSCO Standard PACP data format.

902-4.9 During the post rehabilitation CCTV inspection, the camera shall stop at all significant observations to ensure a clear and complete view of the pipe condition. Each observation encountered shall be documented by text overlay and voice recording to the videotape. The observations shall also be noted on the Inspection Report for each segment. If an obstruction (wrinkles, collapse, etc.) in the liner is encountered during the post-rehabilitation video inspection, the Contractor shall remove the obstruction or repair the pipe (at no cost to the District) prior to final acceptance.

902-4.10 The minimum documentation of the post CIPP liner installation shall consist of the Video Recording(s) and the Inspection Report. The Inspection report for each segment shall be as specified above and shall contain the following as a minimum:

- a) District's name (Triunfo Water & Sanitation District)
- b) District's Project Name/Number
- c) Street name or location
- d) CCTV date/time
- e) Weather condition
- f) Contractor name
- g) Operator(s) name
- h) Pipeline Station
- i) Upstream/downstream manhole
- j) Direction of recording in pipeline (with or against flow)
- k) Pipe – size/material
- l) Pipe – footage along segment
- m) Photographs of major defects or typical pipe condition

902-4.11 Voice recordings on the videotape shall be clear, complete and distinct. A vocal description shall be recorded at the beginning of each tape and at the beginning of each inspection while the “Initial Screen Text” is displayed. A voice recording shall also be performed during each observation and at the conclusion of each inspection. Inappropriate language or idle chatter are not acceptable and shall be grounds for rejection by the Engineer in accordance with the Contract Documents. If rejected, the non-conforming videotape(s) shall be corrected to comply at no cost to the District.

902-4.12 Filenames of CCTV inspection videos shall conform to the following convention: project number (2020-01) followed by the upstream and downstream manhole numbers, then the type of inspection (“pre” or “post”), then the date of inspection (format: MM DD YYYY). As an example, a pre-lining inspection video for the line between manholes “T-29-16” and “T-30-50” performed on October 4th, 2020 would be titled as follows: “2020-06 T-29-16 T-30-50 Pre 10 04 2020.”

902-4.13 CCTV inspection and file processing shall be performed using well-maintained, updated computers with current antivirus software. Damages to the District or Engineer's computers caused by file transfers from the Contractor shall be repaired at the Contractor's expense.

902-4.14 Any CCTV inspection or rehabilitation work that does not conform to the Contract Documents shall be repaired and then re-inspected. Also, if the quality of the video Inspection Report and/or video recording are not per the Contract Documents the pipeline shall be re-televised or the report revised at no additional cost to the District.

902-5 MEASUREMENT AND PAYMENT.

902-5.1 Measurement and payment shall be per Special Provisions Article 16.

SECTION 903 - MAINTENANCE OF WASTEWATER FLOW

903-1 SCOPE OF WORK.

903-1.1 General. Maintain wastewater flow during the sewer main rehabilitation process. The existing 8-inch diameter pipelines serve the identified Work area neighborhood and a portion of the upstream neighborhoods. The flows are residential in nature and quantity. Maintenance of wastewater flow includes the installation and maintenance of temporary bypass piping as needed for the legal transport of the wastewater around the project site during the cured in place pipe installation. Diversion of wastewater to a storm drainage system, street, or creek is not allowed. Temporary surcharging of pipes and manholes or wet wells will not be allowed, except for short durations, and only with prior permission from the District. Bypass piping design shall be submitted for review and approved in advance by the District.

903-2 SUBMITTALS.

903-2.1 Within 5 working days of the Notice To Proceed and 10 days prior to any planned bypass, submit drawings indicating the location of temporary wastewater plugs and bypass discharge lines. Only rigid pipe or fire hose approved for wastewater bypassing may be used. In addition, submit the following: design calculations proving adequacy of the system and selected equipment; wastewater bypass pipe material and fittings (this includes how the plugs are secured to prevent floating downstream); plans showing details of proposed method of temporary handling of wastewater flow, routing of bypass lines, connection to existing force main pipeline, restraint system design, containment areas, equipment location, proposed sequencing, and public relations procedures.

903-2.2 Submit the proposed notification documents for approval. At a minimum, the notification to be distributed prior to the work shall contain a description of the work being done, dates and times where they will be affected, and contact information for the Contractor and the District Representative. The notification to be distributed after the work is complete shall contain (at a minimum) a statement that the work has been completed, contact information for the Contractor and the District Representative, and a message thanking residents for their cooperation. Sample notifications are provided in the Appendix and are available in Word format for the Contractor's use upon request.

903-3 MATERIALS.

903-3.1 Plugs. Plugs shall be heavy duty inflatable types with a steel rod through the plug centerline and retaining plates and eyelifts on both ends. The plugs shall be new, made of natural rubber and shall show no cracks or signs of damage. It shall have a flexible sealing design to compensate for any irregular interior surface of the corroded pipe. The plug length shall be suitable for the specific application. The plug shall be equipped with a continuous pressure monitoring system and an audible alarm when the pressure drops below 25 psi. The pressure rating shall not be less than 30 psi. The eyelift shall be secured to a minimum of two 316 stainless steel pulling cables. Pulling cables shall be a minimum 3/8-inch diameter and shall be attached (padlocked) to a stationary object.

903-3.2 Piping. Bypass piping shall be aluminum or galvanized for high flows, but fire hose can be used for low flow residential areas at the District's discretion. Wastewater bypassing shall be accomplished by diverting the sewer main flow around the Work or as directed by the District. If rigid pipe is used, the connections shall be gasketed pressure couplings (Victaulic, or equal). Pressure test the bypass piping prior to use. Fire hose shall be supported at the driveway crossings using ramps for vehicle passage. Couplings shall be wrapped to prevent leakage.

903-3.3 Measurement and payment shall be included in other applicable items of Work.

903-4 INSTALLATION.

903-4.1 General. Provide galvanized or aluminum bypass pipe, and other equipment to bypass the wastewater flow as necessary around the Work. Furnish the labor and supervision to set up and operate the bypass system. Bypass lines shall be of adequate capacity and size to handle the flows. Bypass pipeline shall have a sandbag berm to act as a temporary containment area. A secondary bypass pump of equal capacity to the duty pump shall be onsite and plumbed into the bypass pipeline so in case of a failure of the duty pump the secondary pump can be started immediately.

903-4.2 Restrictions. Under no circumstances shall wastewater or solids be deposited onto the ground surface, streets, or into ditches, catch basins or storm drains or natural waterways. Wastewater shall be handled in a manner so as to not create a public nuisance or health hazard.

903-4.3 Existing Services. Maintain continuity of sanitary sewer service to each facility connected to the wastewater collection system during the execution of the Work to be performed. In the event that a wastewater backup occurs and enters dwellings or other structures, cleanup, repair, property damage costs, payment of fines imposed by jurisdictional authorities and all claims arising from the spill will be paid by the Contractor. Where bypassing is required, ensure that service for connecting laterals is not disrupted. All bypassed flow shall be discharged into the nearest downstream manhole. No bypassing to the ground surface, receiving streams, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

903-4.4 Designated Employee. Provide a designated employee whose only role in the construction effort is to be responsible for continuously monitoring the bypassing operation and all related equipment. The designated employee will not be allowed to participate in other unrelated Work while the bypassing operation is in effect. Lack of a designated employee shall be grounds for the stopping of Work.

903-4.5 Notifications. Notify the residents impacted by the bypassing operation at least two working days prior to start of construction using an approved notice document, and provide post-work completion notices to affected residents on the same day as the work is completed. In the event that the bypassing operation will require a potable water outage, provide portable toilets and drinking water to the affected area residents. Complete a bypassing checklist prior to each bypassing operation. The checklist will demonstrate the step by step inspection of the pipes, hold down cables, plugs, and other equipment or appurtenances that will be used in the operation and sign the checklist. Bypassing operations shall not be in place overnight or in times when work is not taking place.

903-4.6 Equipment. Maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass system. Maintain on site a sufficient number of valves, tees, bends, connections, tools, plugs, piping and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary. Prepare and submit a spill prevention, control and countermeasure plan that incorporates a description of all emergency equipment for bypassing flow,

containment, cleanup, and repair of any damage. Describe the method used to protect the storm drain system during construction on the plan. The description shall include where the storm drains are located (simple map of sewer pipe, storm drains, waterways and any relief features) that could assist in containing the spill. Specifics of the plan shall include, but are not limited to:

- Pipe patch kits
- Sandbags
- Rubber matting
- Bypass pipes and other relevant equipment
- Secondary containment in trench or other surrounding land relief.
- Description of any other response related plans (bypass setups, etc.).

903-4.7 Shutdowns. The bypassing and dewatering systems shall not be operated or in place between shifts, on holidays or weekends, or during work stoppages without written permission from the District. In the event of an approved shutdown, all wastewater shall be voided from the pipeline or hose through the use of pressurized air or potable water.

SECTION 904 - MAINLINE CURED IN PLACE PIPE LINING

904-1 GENERAL.

904-1.1 This section covers the requirements associated with the sewer main line rehabilitation as well as the private lateral rehabilitation using cured in place pipe (CIPP) products. This section is in conformance with Part 5 of the Standard Specifications for Public Works Construction (SSPWC) “Greenbook”. In case of conflict, these Special Provisions prevail. The CIPP liner for the rehabilitation of pipelines shall be the Type A “inversion process” in compliance with ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube). ASTM F1743 style pull in type liners shall not be used on the Project.

904-1.2 The CIPP liner shall use an approved epoxy or epoxy-vinyl ester-resin-impregnated flexible fabric tube. The tube is installed by an inversion method using a hydrostatic head.

904-2 SUBMITTALS.

904-2.1 Submit manufacturer’s information on the liner assembly including the manufacturers test protocol and test data that certifies the connection between the liner tubes is leak-free, when subjected to a controlled vacuum leak test.

904-2.2 Submit information certifying that the resin/liner system conforms to ASTM D5813 Section 8.2.2. Certifications shall be dated no less than one year prior to construction.

904-2.3 Submit certificates of training for all personnel involved in the operation of the liner method. Such training shall have been conducted by a qualified representative of the liner method manufacturer. Certifications shall be dated no less than one year prior to construction.

904-2.4 Submit procedures and the schedule for installation and completion of the CIPP process for review by the District. Submit a sample of the boiler log that is to be used on the project will the

information that will be provided. At a minimum, the log shall document the equipment, time for startup, curing and cool down processes, liner number and location, weather at the site, location of the boiler equipment (manhole), operator's name and information at a minimum. Form shall be approved by the District.

904-2.5 Submit information on the chemical and engineering properties of the cured in place liner demonstrating that it meets the requirements of the sections below. Submit the resin and the resultant cure schedules for the sewer main to be lined. Submit the proposed venting process, equipment, location, etc. for the Project. Submit information on the amount of time that a wet-out liner section can remain in the refrigerator truck on the Project site. This shall be confirmed by the liner/resin manufacturer.

904-2.6 Submit quality control plans for the liner product manufacturer. If the liner tube is a separate source than the resin manufacturer, quality control plans for both shall be submitted.

904-2.7 Submit information on the hydraulic grout to be used for sealing cut ends at manholes. This product must be approved by the manufacturer for use in raw wastewater environments.

904-2.8 Submit manufacturing test results no more than two years old demonstrating that the liner materials were tested in accordance with ASTM D5813 Section 7.1. If test results are not available in that time span, submit written verification that there have been no changes to the manufacturing method since that time. Test results from more than 8 years prior to the beginning of construction will not be accepted.

904-2.9 Submittals required during construction:

1. Weekly boiler logs shall be provided to the District Representative. Failure to provide copies of the logs shall delay continued installations until the logs are presented for review. Logs shall contain pertinent information regarding the time (start and end), temperature, duration of cure and cool down for each shot on the project at a minimum. Any issues that occurred during the boiler and curing process shall also be noted in the log that is provided to the District Representative. The information to be provided shall be agreed upon during the submittal process.
2. Restrained test samples for quality control testing required at the end of each installation.
3. Material test results from the restrained test samples of each installation to verify compliance with the values specified in 500-5.5.2 of the SSPWC. Submit within 30 calendar days from each completion. Pass/fail shall be based on the specified minimum thicknesses as defined in the specification.
4. The calculations for the quantity of resin required for each wet-out shall be submitted and approved by the District prior to wetting out the liner.
5. A copy of the wet-out log sheet, including the date, and the wet-out supervisor's name. The wet-out log shall be certified by a registered Civil Engineer in California or the state where the liner was wet-out. Wet-out logs and the CIPP product shall have a corresponding numerical identification label that demonstrates that the log and product are identical. Wet-out logs shall be provided a minimum of two days prior to the arrival of the shipment or whenever the product was shipped from the wet-out facility. Failure to provide the wet-out sheets ahead of time will result in delay of installation of the product until it is verified that the wet-out logs match the product at the Project Site.

6. Factory material test results for each length of felt tube to be installed.

904-3 MEASUREMENT AND PAYMENT.

904-3.1 Measurement and payment shall be per Special Provisions Article 16.

904-4 DESIGN CRITERIA.

904-4.1 The cured in place pipe liner design shall be manufactured with the following physical properties:

904-4.1.1 All pipes shall be classified as either partially deteriorated or fully deteriorated as defined in Section X1.1 of ASTM F1216.

904-4.1.2 All pipes shall have a minimum 2% ovality in the circumference.

904-4.1.3 For pipes classified as fully deteriorated, a soil density of 130 lb/cf should be assumed.

904-4.2 The minimum pipe wall thickness for all main line pipe liners shall conform to the following Table:

Table 1 – Minimum Wall Thickness

Host Pipe Dia. (Inches)	6	8	10
Liner Thickness (mm)	3.0	4.0	5.0
Liner Thickness (inches)	0.118	0.158	0.197

904-4.3 Although the minimum wall thickness is as shown in the above Table, the required calculated wall thickness for each installation shall be determined using the minimum wall thickness calculations shown in Appendix X1 of ASTM F1216 for fully deteriorated pipe (see X1.2.2). These calculations to be used for the Type A per ASTM F1216 (inverted).

904-4.4 The calculated minimum wall thickness for each main line installation shall be submitted using the following parameters and be submitted to the Engineer for approval at the pre-construction meeting:

904-4.4.1	Formula:	See F1216, Appendix X1.2.2 for the Fully Deteriorated H20 Wheel loading where applicable
904-4.4.2	Safety factor:	2 to 1
904-4.4.3	Water height:	10 feet water above pipe
904-4.4.4	Soil modulus:	1000 psi

904-5 LINER STRUCTURAL CRITERIA.

904-5.1 The installed cured in place pipe liner shall meet the following minimum structural criteria:

- Flexural Strength (ASTM D790) 4,500 psi
- Flexural Modulus (ASTM D790) 250,000 psi
- Heat Distortion Temperature 70 deg C
- Retention of Properties to Account for Long Term Effects (D2990) 50%

904-6 MATERIALS.

904-6.1 The liner tube shall be sewn together and comprised of several layers of absorbent non-woven felt material and meet the requirements of ASTM F1216 Section 5.1 or ASTM D5813, Sections 5 and 6. The sewn connections shall be stronger than the non-sewn felt material. No felt tube splices shall be allowed within installed lengths of liner. The tube shall be capable of withstanding the installation pressures. The tube shall be manufactured such that the outside diameter of the installed and cured liner shall provide a tight fit against the internal pipeline circumference.

904-6.2 The outside layer of the liner shall be coated with an impermeable flexible membrane that will contain the resin and allow the resin impregnation to be monitored. The tube shall not contain materials that shall cause delamination of the cured CIPP. No dry or unsaturated layers shall be evident. Any patches applied to impregnation sites must be completely secured and lie flat on the liner wall; any loose patches must be repaired by the Contractor.

904-6.3 The wall color of the interior lateral surface shall be a relatively light reflective color so that a detailed examination of the lining system can be performed.

904-6.4 The resin system to be utilized in the liner shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 or ASTM D5813.

904-6.5 The liner end seals shall be a hand applied/troweled product that is approved for raw wastewater environments and will bond directly to the liner and the existing concrete manhole base/channel based on information supplied by the manufacturer of the product.

904-6.6 The resin to be utilized shall have a bubble gum scent added.

904-6.7 The liner shall not be stored onsite longer than the manufacturer recommends. If the liner becomes discolored or otherwise changes appearance during storage, it shall be disposed of and replaced at no cost to the District.

904-7 INSTALLATION.

904-7.1 The Contractor shall deliver notices (both prior to beginning work and after completing the work) to each residence on each side of the street that is being worked on for one residential block up and down from the Work area. Included within this contract is the requirement to provide notices to the affected residences at least two days in advance of beginning work and within one week of having completed the work as specified herein. Format and content of each notice shall be as shown in the

Appendix or as approved by the District. The notice distributed prior to the work shall at a minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction for the work, typical road access restriction, the times of any restricted driveway access, the Contractor's representative and phone number, the District representative and phone number, along with any other information requested by the District. The notification to be distributed after the work is complete shall contain (at a minimum) a statement that the work has been completed, contact information for the Contractor and the District Representative, a message thanking residents for their cooperation, and any other information requested by the District. All notices shall be approved by the District for content and delivery schedule 48 hours prior to actual delivery. If the Contractor would like to use the District's sample notices provided in the Appendix, electronic versions may be provided upon request. Once notices are delivered prior to the work, the work in that area must occur unless approval is provided by the District for the rescheduling of the work.

904-7.2 The Contractor shall provide adequate personal protection equipment to all employees and shall comply to all OSHA requirements.

904-7.3 The Contractor shall be in full compliance with the State Regulations regarding safety in confined spaces and shall have proper safety equipment, including shoring, gas detectors, harnesses, etc. at the site. Documentation of the calibration of the gas detector equipment to be used on the project will be provided to the District. Failure to use the submitted protective equipment shall result in a Stop Work Notice until corrections are made.

904-7.4 Designate a location where the tube will be impregnated. The volume of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional resin in the range of 5% to 10% for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum and roller impregnation process shall be used to remove air from the tube and uniformly distribute the resin.

904-7.5 The liner tube will be inverted using air or steam pressure, inverting the liner inside-out in a controlled, restrained manner until the liner tube reaches the sewer main collection pipeline. The liner tube shall not be installed in an uncontrolled fashion or have an excessively long tail. The liner tube will be designed to fit tightly against the host pipe annular space and gaps. Invert the liner tube to ensure the liner is tight against the host pipe until fully cured. The resin-impregnated liner tube will cure within 4 hours without external heat sources. The vent plume shall be directed skyward through an elevated (minimum 8 foot tall) vent stack. Venting the curing steam into the pipeline downstream or upstream of the area of installation is not allowed. Provide calibrated temperature gauges at either end of the liner. Provide documentation confirming that the amount of time to cure and cool down the liner is in accordance with the liner manufacturer's instructions through the use of curing logs (submitted to the District on a weekly basis). Once the curing process is finished, the sewer collection pipe is immediately inspected for final acceptance. The new lined pipe will be free of any foreign objects providing a smooth, seamless and continuous lined pipe from manhole to manhole. Any irregularities or folds impeding the flow of wastewater within the lined pipe will need to be repaired by the Contractor in a manner approved by the District.

904-7.6 Quality control testing of the installed CIPP liner is required for this project.

904-7.6.1 One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold at the downstream maintenance hole in accordance with ASTM F1216 Section 8.1.1. Each sample shall then be halved lengthwise, with the cut not falling on the seam. These cuts shall be clean and smooth so as to allow easy inspection and measurement by the District inspector. A minimum of one sample shall be taken for each installation of pipe liner.

The samples shall be tagged on each half with information including, but not limited to, the location of sample, line segment number and date.

904-7.6.2 The sample shall be checked by the District inspector using ASTM D5813 (8.1.2) to verify the minimum wall thickness specified in Table 1 of this Specification. All samples shall be held onsite until this inspection has occurred. Any missing samples shall result in a deduction of \$500 from the applicable bid item total price.

904-7.6.3 The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the District. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D638 and ASTM D790 to confirm that the pipe liner conforms to the minimum requirements of the SSPWC Section 500-5.5.2. All testing shall be done by a single District-approved laboratory, unless otherwise approved by the District.

904-7.6.4 All costs for the above testing shall be paid for by the Contractor and included in the bid price for the mainline bid item.

904-7.6.5 Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with Section 500-5.5.8 of the General Specification (Greenbook) at no additional cost to the District. Missing lab results shall be considered non-compliant.

904-7.7 The Contractor shall be solely responsible for locating and marking all existing sewer laterals to be connected to the rehabilitated sewer pipe. Contractors are advised to consider all indicated sewer laterals as itemized in the Plans and draw their own conclusions as to how many sewer laterals are active and will require connection after conducting TV inspection and comparing with the Plans. Notify the District Inspector of the laterals to be reconnected to the liner prior to lining the pipelines. In the advent of a conflict between the Contractor's findings and the Plans, the Contractor is to inform the District's representative (Inspector) immediately. The Contractor shall not connect any inactive sewer laterals or stubs to the new liner.

904-7.8 After the rehabilitation pipe is complete and in place, the Contractor shall connect all existing active sewer laterals. Re-establish the lateral connections to the main line robotically from within the main pipe. The Contractor shall re-connect the laterals, without excavation, from the interior of the sewer pipeline by means of a television camera and a cutting device that re-establishes the lateral connections from a minimum of 95 percent to a maximum of 105 percent of the original sewer lateral. The Contractor shall make every effort to reestablish the lateral in one piece, producing a single lateral cut coupon. Laterals on this project are mostly 6 inches in diameter, with some being 4 or 8 inches in diameter.

904-7.9 All final lateral cuts shall be finished off with a wire brush to remove all chips, strings, and curlicues to provide a smooth opening. The lateral opening, brushing and post video shall occur all within the same day as the lining unless approved by the District Representative.

904-7.10 Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. At the end of each day all lateral cut coupons shall be provided to the Inspector. The Engineer shall deduct \$500 dollars for each lateral cut coupon, two inches or larger, not collected and provided to the Inspector from the applicable bid item total price that was bid.

904-7.11 If an inactive sewer lateral is reconnected to the rehabilitated sewer pipe, the Contractor shall submit a plan to seal off this area of the mainline pipe at the Contractor's expense.

904-7.12 If the surface finish of the liner is 1) excessively rough over a continuous length of 3 feet or more (wrinkling greater than a half inch in height), 2) the cause of disruption to hydraulic conditions in the area of the flow invert or 3) deemed by the District to be the result of the Contractor failing to follow approved cleaning and installation procedures, the District shall issue a written letter of rejection and shall require the Contractor to replace the entire liner segment from manhole to manhole. The replacement pipeline is to be per the Standard Details of the District and the replacement is to be at no cost to the District.

904-7.13 After installation, the ends of the liner shall be cut off in the manhole. The cuts shall be smooth and parallel with the manhole wall. The finished liner shall not protrude into the manhole over one inch.

904-7.14 The end seal product shall be applied in the presence of the District Representative and while the wastewater bypass is active or the upstream line is plugged. Do not apply the end seal product when there is flow in the pipeline. End seal product shall be applied over the entire end of the liner and worked into the voids between the liner and the existing concrete channel and sides of the manhole. The material shall be placed so that the thickness is at least a ½ inch thick. Do not jet, post CCTV or disturb the end seal product until it has cured rock hard. Damage to the end seal product shall be repaired at no cost to the District.

904-7.15 If the manhole is being lined through, the top half of the liner pipe shall be cut off at the pipe spring line (top half of pipe), leaving the channel lined.

904-7.16 Any repair of damages to properties, clean-up costs, lateral inserts, failed liner curing or other repairs made necessary by the Contractor's performance shall be solely the responsibility of the Contractor and will be performed by a subcontractor approved or selected by the District. Any company used to perform the necessary repairs or liner extractions shall be located within one hour of the project site (drive time) and shall be approved by the District as part of the submittal process. Any costs associated with these repairs will be deducted from submitted invoices. The repair/removal subcontractor shall have less than a one hour response time otherwise the District will select the repair contractor and the associated costs will be paid by the Contractor.

APPENDICES




County View

TWSD Parcel
685-0-060-23
Legend

Parcels

0 94.00 Distance Feet



1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

TRIUNFO WATER & SANITATION DISTRICT
2023 BELL CANYON SEWER MAINLINE
REHABILITATION PROJECT

BID NO. T23-001

Public Notice

From Monday, XXXXXX through Friday, XXXXXX, vehicular access and parking on _____ will be limited due to preparatory work related to the sewer mainline rehaiblitation. On-street parking will not be available during working hours (8 am to 6 pm). Residents may park in their driveways or use alternative parking locations outside of the work areas. Residents who park in their driveways are encouraged to limit their trips during working hours when possible and anticipate delays due to traffic control and heavy equipment use at these times.

If you have any questions or concerns, please contact _____ at the contact number below. Thank you for your cooperation in this matter as we improve the sewer system!

For more information please contact:

Construction Manager

Triunfo Water & Sanitation District

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PLANS

CONSTRUCTION NOTES

1. INSTALL NO PARKING SIGNAGE ON ALL STREETS WITHIN PROJECT AREA AT LEAST 48 HRS IN ADVANCE OF ANY WORK OR CLOSURES.
2. NO WORK OR ROAD CLOSURES TO OCCUR ON SOLID WASTE RESIDENTIAL PICKUP DAY FOR EACH PROJECT AREA.
3. BASEMAP IS COMPILED FROM "AS BUILT" DRAWINGS SUPPLIED BY THE DISTRICT.
4. PRIOR TO THE COMMENCEMENT OF ANY LINING OR SPOT REPAIR WORK, THE CONTRACTOR SHALL PERFORM CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF ALL GRAVITY SEWER LINES AND LATERALS WITHIN THE SCOPE OF WORK SHOWN ON THESE PLANS.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING APPROPRIATE PRIOR WRITTEN NOTICE TO ALL PROPERTY OWNERS WHEN WORK IS TO OCCUR ON AFFECTED SEWER SERVICE LATERALS. THE NOTICE SHALL INCLUDE THE TIME AND APPROXIMATE DURATION THAT SERVICE WILL BE INTERRUPTED, WITH A FOLLOW UP NOTICE STATING THAT WORK IS COMPLETE.
6. THE CONTRACTOR SHALL PROVIDE BYPASSING WHERE SPECIFIED WITHIN THE SPECIFICATIONS AND/OR SHOWN ON THE PLANS.
7. ALL STRUCTURES, LOTS, SWALES, DITCHES, CURBS, SPEED BUMPS, FENCES, WALLS, MAILBOXES, LANDSCAPING, SIGNS, POLES, GUY WIRES, PIPING, UTILITIES AND/OR OTHER PROPERTY DISTURBED DURING CONSTRUCTION TO BE RESTORED TO EXISTING CONDITION UNLESS OTHERWISE SPECIFIED. ANY AND ALL REPAIRS SHALL BE CONSIDERED INCIDENTAL AND AT NO COST TO THE DISTRICT OR OWNER.
8. ALL NEWLY LINED SEWER LINES SHALL BE POST INSTALLATION CCTV INSPECTED AT THE TIME THE ITEM IS INSTALLED.
9. ALL CCTV INSPECTION VIDEOS AND REPORTS (PRE- AND POST-) SHALL BE PROVIDED TO THE DISTRICT OR DISTRICT'S REPRESENTATIVE.
10. CONTRACTOR SHALL LEAVE ALL AREAS FREE OF DEBRIS AND UNUSED CONSTRUCTION MATERIAL. STORAGE OF EQUIPMENT AND MATERIALS SHALL NOT BE ON PRIVATE PROPERTY.
11. CONTRACT SHALL KEEP AND MAINTAIN A CURRENT SET OF DRAWINGS ON SITE CONTRACTOR TO KEEP ACCURATE "AS-BUILT" RECORD COPY OF PLANS. "AS-BUILT" PLANS TO BE RETURNED TO THE DISTRICT OR DISTRICT'S REPRESENTATIVE AT COMPLETION OF PROJECT.



INDEX MAP

SCALE: 1" = 1000'

1

ABBREVIATIONS

ACP	ASBESTOS CEMENT PIPE
APPROX	APPROXIMATELY
DIA	DIAMETER
DWG	DRAWING
EX	EXISTING
EXP	EXPIRATION
LF	LINEAR FEET
LIC	LICENSE
LN	LANE
LT	LEFT
MH	MANHOLE
NO	NUMBER
NTS	NOT TO SCALE
PVC	POLYVINYL CHLORIDE
RD	ROAD
RT	RIGHT
SHT	SHEET
STD	STANDARD
TWSD	TRIUNFO WATER & SANITATION DISTRICT
VCP	VITRIFIED CLAY PIPE

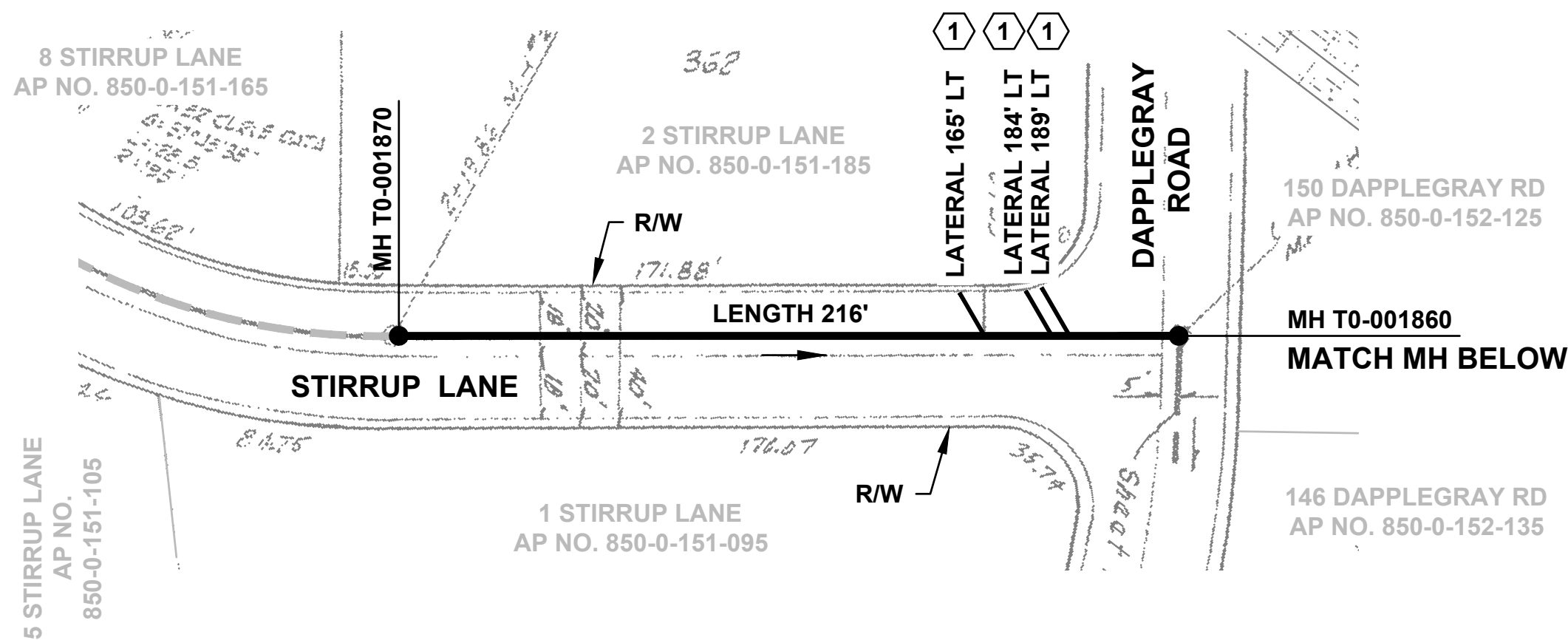
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DATE: Mar 08, 2023 12:45pm XREFS: TWS0 Border BC Sewer MAPS: Bell Canyon Google Earth.kmz

VERIFY SCALES
BAR IS ONE INCH
ON ORIGINAL DRAWING

IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

						TRIUNFO WATER & SANITATION DISTRICT	
						BELL CANYON SEWER MAINLINE REHABILITATION	
						CONSTRUCTION NOTES, INDEX MAP AND ABBREVIATIONS	
							DRAWING NO. C-01
DESIGN JMT	DRAWN ADS	CHECKED JMT	C.A. NO.				
					60214 LIC NO.	03/13/23 DATE	2 OF 4

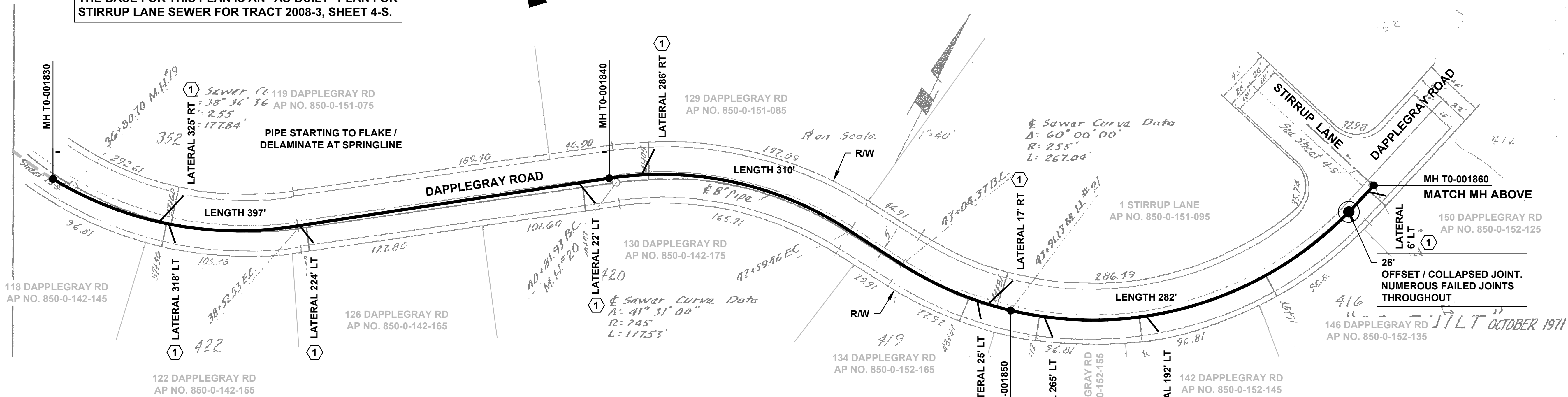
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DATE: 03/13/23 12:05pm
PROJECT: TWS Bell Canyon Sewer Mainline Rehabilitation



STIRRUP LANE "AS-BUILT" SEWER PLAN

SCALE: 1" = 40'

THE BASE FOR THIS PLAN IS AN "AS-BUILT" PLAN FOR STIRRUP LANE SEWER FOR TRACT 2008-3, SHEET 4-S.



DAPPLEGRAY ROAD "AS-BUILT" SEWER PLAN

SCALE: 1" = 40'

THE BASE FOR THIS PLAN IS AN "AS-BUILT" PLAN FOR DAPPLEGRAY ROAD SEWER FOR TRACT 2008-3, SHEET 16-S.

LEGEND

- 8-IN DIA MAINLINE SEWER (CIPP REHABILITATION)
- 8-IN DIA MAINLINE SEWER (PROTECT IN PLACE)
- MANHOLE
- FLOW DIRECTION
- PARCEL LINES / RIGHT-OF-WAY
- POINT OF PIPE FAILURE
- APPROX LATERAL LOCATION

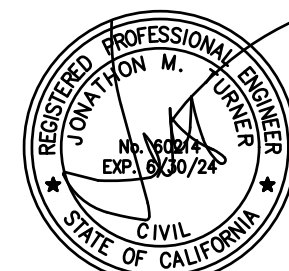
GENERAL NOTES:

- LATERAL LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY.
- ACCESS TO DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
- TRAFFIC CONTROL PER THE WORK AREA TRAFFIC CONTROL HANDBOOK 2019 - FOURTEENTH EDITION AS DIRECTED BY THE DISTRICT.
- CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE HOURS AS REFERENCED IN THE SPECIAL CONDITIONS AND PERMIT REQUIREMENTS.
- SEE SPECIFICATIONS FOR RESTRICTIONS ON CONTRACTOR ACTIVITIES ON PRIVATE PROPERTY OUTSIDE OF DISTRICT RIGHT OF WAY.
- VERIFY DIMENSIONS AND CONDITIONS AT THE SITE BEFORE STARTING WORK. ANY CONFLICT BETWEEN DETAILS OR DIMENSIONS ON THE DRAWINGS SHALL BE REPORTED PROMPTLY TO THE DISTRICT'S REPRESENTATIVE WHO WILL DETERMINE THE INTENT OF THE DRAWINGS.

PIPELINE CONSTRUCTION NOTES:

- ALL EXISTING MAIN LINE PIPES ARE ACP UNLESS OTHERWISE NOTED.
- RECONNECT EXISTING LATERALS TO THE LINED MAIN LINE PER SPECIFICATIONS (TOTAL 22)
- PROTECT EXISTING SEWER MANHOLE (TOTAL 8) IN PLACE
- REHABILITATE EXISTING 8 INCH ACP SEWER PIPE MH 001830 TO MH 001870 (1205 LF) AND MH 000640 TO MH 000620 (500 LF) USING CURED IN PLACE PIPE (CIPP) LINING.

VERIFY SCALES
BAR IS ONE INCH
ON ORIGINAL DRAWING
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY



PREPARED BY:
PHOENIX CIVIL ENGINEERING, INC.
535 E. MAIN STREET
SANTA PAULA, CA 93060
(805) 658-6800



SIGNATURE

60214 03/13/23
LIC NO. DATE

TRIUNFO WATER & SANITATION DISTRICT

BELL CANYON SEWER MAINLINE REHABILITATION

**STIRRUP LANE AND
DAPPLEGRAY ROAD SEWER
LINING REHABILITATION**

DRAWING NO.
C-02

DESIGN	DRAWN	CHECKED	C.A. NO.
JMT	ADS	JMT	

3 OF 4

