CONTRACT NO.
70-1-7 #7

PROJECT MANUAL

FOR

South Park County Sanitation District
Biwana Drive Collection System Replacement

AUGUST 2010

DOCUMENT 00001

PROJECT MANUAL

for

SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

SOUTH PARK COUNTY SANITATION DISTRICT

BOARD OF DIRECTORS

Michael Kerns
Shirlee Zane
Paul L. Kelley
Efren Carrillo
Valerie Brown, Chair

Advertisement Date: August 2010

Bid Date: Tuesday, September 7, 2010

Contract Number: 70-1-7 #7

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DOCUMENT 00007

SEALS PAGE

South Park County Sanitation District

REGISTERED PROFESSIONAL ENGINEER
VICTOR H. SWIFT
No. C35525
Exp. 09/30/11
CIVIL
STATE OF CALIFORNIA

Victor H. Swift, P. E. Date: 7-21-10

crt

END OF DOCUMENT

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END OF DOCUMENT

BIDDING REQUIREMENTS

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

1. **NOTICE.** The South Park County Sanitation District ("Owner"), a local district of the State of California, hereby gives notice that it will accept Bids for construction of the following public work:

Contract Number 70-1-7 #7
South Park County Sanitation District
Biwana Drive Collection System Replacement

2. **DESCRIPTION AND LOCATION OF THE WORK.** The Work consists of collection system replacement within the City of Santa Rosa city limits and unincorporated areas. The Work includes, but is not limited to, replacement of approximately 6,050 feet of 6-inch and 8-inch sewer pipe with 8-inch PVC sewer main and appurtenant laterals, manholes, and sewer main cleanouts; bore and jack casings; trenching; traffic control; road surface repair (overlay and slurry); and road surface repair outside of trench. Bidding Documents contain the full description of the Work.

3. **ESTIMATED PROJECT COST RANGE:** $3,025,000 to $3,525,000.

4. **REQUIRED CONTRACTOR'S LICENSE(S).** A California "A" contractor's license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may by law require hazardous substance removal certification by the Contractor's State License Board.

5. **CONTACT INFORMATION.**

Mailing address:
South Park County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Project Engineer:
Victor H. Swift, P. E.

Phone: 707-547-1900
Fax: 707-524-3782

Office:
South Park County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Website address:
www.sonomacountywater.org

6. **PROCUREMENT OF BIDDING DOCUMENTS.** Bidders may examine Bidding Documents at Owner's Office. Bidders may obtain copies of Bidding Documents upon payment of a non-refundable fee of $20 for each copy. Owner will accept cash or checks payable to "South Park County Sanitation District." Bidding Documents need not be returned to Owner. Bidding Documents contain a reduced set of Drawings. Bidders may arrange to obtain full-size Drawings from Draftech Blueprinting, Inc., 1544 Terrace Way, Santa Rosa, CA 95405, 707-578-9442, for an additional charge to be paid directly to Draftech Blueprinting, Inc.

7. **FUNDING.** Owner advises potential Bidders that the Project is funded in whole or part with funds through the following:

A. State Water Resources Control Board (SWRCB) State Revolving Fund (SRF) Loan Program: Executive Orders 11246 as amended by Executive Order 11375, 11625, 12138 as amended by Executive Order 12608, and 12432 are applicable to this Contract. In compliance with such requirements, "Fair Share Objectives" have been established for participation of disadvantaged business enterprises in procurement activity undertaken with these funds. Bidding Documents contain further description of the requirements. Document 01415 (Regulatory Requirements – SWRCB CWSRF Funding) contains further description of the requirements.

B. Community Development Block Grant through the Sonoma County Community Development Commission (CDBG CDC and CDBG-R CDC): Specific requirements apply. Document 01416 (Regulatory Requirements – CDBG CDC Funding) contains further description of the requirements.

8. **MANDATORY PRE-BID SITE VISIT.** Owner will conduct Pre-Bid Site Visits at 10:00 a.m. on Tuesday, August 17, 2010, and at 2:00 p.m. on Thursday, August 19, 2010, at the Site.

A map showing the meeting place for the Pre-Bid Site Visit(s) is available on Owner's website. Bidders must attend one of the Pre-Bid Site Visits and sign an attendance roster as a condition to bidding.

Bidders will be provided the opportunity to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies at the Pre-Bid Site Visit, subject to delivering an executed Document 00210 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the Day prior to the Pre-Bid Site Visit. This will be the Bidders' only opportunity to investigate conditions at the Site. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate for the Pre-Bid Site Visit. The Pre-Bid Site Visit is merely a showing of the Site and existing conditions and will not provide an opportunity for Bidders to have questions answered. Bidders are encouraged, however, to submit written questions. Owner will transmit to all parties recorded as having received Bidding Documents such Addenda as Owner in its discretion considers necessary in response to written questions. Bidding Documents will not be available at the Pre-Bid Site Visit.

Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

9. **RESTRICTIONS ON SUBSTITUTIONS.** As a limitation on Bidder's privilege to substitute "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are:

A. Cleanout Plug
B. Cleanout Box
C. Rodding Inlet Box
D. Rodding Inlet Plug

E. Manhole Base, Barrel, and Cone Structure
F. Manhole Interior Coating
G. Pipe to Manhole Connectors
H. Manhole Interior Patch Materials (Grout)

10. **INSTRUCTIONS.** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes for deposit into the Bid boxes, located at Owner's Office, and applicable times for submission.

11. **STATEMENTS OF QUALIFICATIONS.** Each Bidder shall be required to submit, in accordance with Document 00200 (Instructions to Bidders) and Document 00450 (Statement of Qualifications for Construction Work), a Statement of Qualifications.

12. **BID SUBMISSION.** Sealed Bids will be received at Owner's Office (see paragraph 5) until 1:00 p.m., Tuesday, September 9, 2010. Owner's staff will determine official time and will call out the designated time in the Bid reception area of Owner's Office, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).

13. **BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.

14. **CONTRACT TIME.** Work shall be completed within 302 Days from the date when Contract Time commences to run.

15. **PAYMENT BONDS.** In accordance with California Civil Code Section 3247, payment bonds as set forth in Document 00200 (Instructions to Bidders) will be required from the successful Bidder.

16. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.

17. **SUBSTITUTION OF SECURITIES.** Owner will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00100.

18. **RESERVATION OF RIGHTS.** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

19. **INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO).** Owner is currently pursuing certification for ISO 9001 and 14001. Bidding Documents and Contract Documents contain information and requirements related to ISO.

20. SWPPP/NPDES PERMIT. Contractor is advised that the Project is subject to the revised State Water Resources Control Board (SWRCB), Order No. 2009-0009 – DWQ, National Pollutant Discharge Elimination System (NPDES), General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit).

By order of the General Manager of the Sonoma County Water Agency on behalf of South Park County Sanitation District.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

STANDARD EDITION

Bids are requested for a general construction contract, or work described in general, as follows:

SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

1. **RECEIPT OF BIDS.** Sealed Bids will be received at Owner's Office (see paragraph 3 of this Document 00200 and Document 00203 [Bid Submittal Vicinity Map]) on Tuesday, September 7, 2010. Owner will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Owner will receive Bids in two separate opaque sealed 10" x 13" envelopes, labeled Envelope "A" and Envelope "B," each containing the respective items described in paragraphs 6 and 7 of this Document 00200. All Bid envelopes will be time-stamped to reflect their submittal time. **Envelope "A" shall be due by 1:00 p.m., and Envelope "B" shall be due by 2:00 p.m.** Owner's staff will determine official time and will call out the specified time in the Bid reception area of Owner's Office. Owner will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

2. **BID OPENING.** Owner will open all Bidders' Envelopes "A" at 2:00 p.m. on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. Owner will not open Envelopes "B" publicly and, except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), they will remain unopened.

3. **CONTACT INFORMATION.**

Mailing address:
South Park County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Project Engineer:
Victor H. Swift, P. E.

Phone: 707-547-1900
Fax: 707-524-3782

Office:
South Park County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Website address:
www.sonomacountywater.org

4. **MANDATORY PRE-BID SITE VISIT.** Owner will conduct Pre-Bid Site Visits at 10:00 a.m. on Tuesday, August 17, 2010, and at 2:00 p.m. on Thursday, August 19, 2010, at the Site.

A map showing the meeting place for the Pre-Bid Site Visit(s) is available on Owner's website. Bidders must attend one of the Pre-Bid Site Visits and sign an attendance roster as a condition to bidding.

Bidders will be provided the opportunity to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies at the Pre-Bid Site Visit, subject to delivering an executed Document 00210 (Indemnity and Release Agreement) and providing an

insurance certificate as described therein by noon of the Day prior to the Pre-Bid Site Visit. This will be the Bidders' only opportunity to investigate conditions at the Site. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate for the Pre-Bid Site Visit. The Pre-Bid Site Visit is merely a showing of the Site and existing conditions and will not provide an opportunity for Bidders to have questions answered. Bidders are encouraged, however, to submit written questions. Owner will transmit to all parties recorded as having received Bidding Documents such Addenda as Owner in its discretion considers necessary in response to written questions. Bidding Documents will not be available at the Pre-Bid Site Visit.

Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

5. BID SUBMISSION. Bidder shall mark its Bid envelopes on the outside with Bidder's name and the following:

BID FOR THE SOUTH PARK COUNTY SANITATION DISTRICT,
CONTRACT NUMBER 70-1-7 #7,
SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT
"Envelope A" or "Envelope B" (as appropriate)

Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. The submission of a Bid does not commit Owner to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

6. CONTENTS OF ENVELOPE "A" - BID PRICE. Envelope "A" shall include:

A. Document 00400 (Bid Form) completed in accordance with paragraph 8 of this Document 00200.
B. Bid security completed in accordance with paragraph 9 of this Document 00200.
C. Document 00430 (Subcontractors List) in accordance with paragraph 10 of this Document 00200 and Document 00430 (Subcontractors List).
D. Document 00457 (Prime Contractor/Recipient Selected Disadvantaged Business Enterprises [DBE]).
E. Document 00481 (Non-Collusion Affidavit).

7. CONTENTS OF ENVELOPE "B" - BIDDER QUALIFICATIONS. Envelope "B" shall include:

A. Statement of Qualifications including all necessary attachments and supporting documents submitted in accordance with paragraph 11 of this Document 00200 and Document 00450 (Statement of Qualifications for Construction Work).
B. Document 00420 (Bidder Registration Form). Bidder must complete this form and include comprehensive answers to all questions.

8. **REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00400 (Bid Form), Document 00420 (Bidder Registration Form), Document 00430 (Subcontractors List), and Document 00450 (Statement of Qualifications for Construction Work). Owner will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. Owner reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. Owner reserves the right to reject any Bid not clearly written.

9. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Total Bid price, payable to "South Park County Sanitation District." All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). Owner will reject as non-responsive any Bid submitted without the necessary Bid security.

   Owner may retain Bid security of other than the Apparent Low Bidder for a period of 60 Days after issuance of the Notice of Award. After award, Owner will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

10. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

11. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualification for Construction Work) ("SOQ"), including without limitation qualification information for Subcontractors and schedulers, if any. Except as otherwise provided in paragraphs 20 and 21 of this Document 00200 or in Document 00450 (Statement of Qualification for Construction Work), Owner will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day. Information in the SOQ shall be current.

12. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to Owner that Bidder has fully completed these tasks.

13. EXISTING DRAWINGS AND GEOTECHNICAL DATA AND HAZARDOUS MATERIALS DOCUMENTATION. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) and applicable environmental assessment information (if any) regarding the Project by giving Owner reasonable advance notice. Document 00320 (Geotechnical Data and Existing Conditions) and Document 00335 (Hazardous Materials Documentation) apply to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground.

14. ADDENDA. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner (Attention: Project Engineer) in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address, fax number, or email supplied Owner by Bidder. Owner may not answer questions received less than ten Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
B. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

15. SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

A. Except as provided in paragraph 15.D of this Document 00200, Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 14 Days prior to submitting their Bids. After that date, Owner will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 (Substitution Request Form) and set forth in Section 01600 (Product Requirements). Insufficient information will be grounds for rejection of substitution. Owner shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. Owner's decision shall be conclusive on all Bidders.
B. Approved substitutions shall be listed in Addenda and become part of the Contract Documents.
C. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in Section 01600 (Product Requirements).
D. As further limitation on Bidder's privilege to substitute items, Owner has found that:
   1. Certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:
      a. Cleanout Plug
      b. Cleanout Box
      c. Rodding Inlet Box

d. Rodding Inlet Plug
e. Manhole Base, Barrel, and Cone Structure
f. Manhole Interior Coating
g. Pipe to Manhole Connectors
h. Manhole Interior Patch Materials (Grout)

2. Certain items are designated in order that a field test or experiment may be made to determine the product's suitability for future use. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:
   a. None.
3. Certain necessary items are only available from one source. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:
   a. None.

16. WAGE RATES. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's Office and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Copies are also available at www.dir.ca.gov/labor_law.html. Also, Contractor shall post the applicable prevailing wage rates at the Site.

Owner has obtained from the Sonoma County Community Development Commission the Federal Wage Decision listing the general prevailing wages and fringes in the County in which the Work is to be performed for each craft and type of worker or mechanic needed to execute the Work. A copy of the Federal Wage Decision is included in Document 01416 (Regulatory Requirements – CDBG CDC Funding). The successful bidder shall post said prevailing wage rates in a prominent place at the Site. If there is a discrepancy or difference between the state prevailing wage rate and the federal prevailing wage rate, the higher rate will apply.

17. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

18. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with Owner. Bidder or its duly authorized representative shall execute request to withdraw Bid.

19. DETERMINATION OF APPARENT LOW BIDDER (Envelope "A"). Apparent Low Bid will be based solely on the total amount of all Bid items based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items.

20. EVALUATION OF BIDDER RESPONSIBILITY (Envelope "B").

A. Owner will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with paragraph 7 of this Document 00200 and this paragraph 20. Owner will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

B. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, Owner may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in Owner's reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

C. Bidder's compliance with the minimum qualification requirements in this paragraph 20.C will be measured by the experience of both the Bidder itself as well as the Key Personnel identified by Bidder in Document 00450 (Statement of Qualifications for Construction Work) who will have responsible charge of the various major components of the Work. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's Key Personnel identified by Bidder in Document 00450 (Statement of Qualifications for Construction Work). The following are minimum requirements for the Bidder to be found responsible to perform the Work.

1. Five years experience as a continuously operating entity engaged in the performance of similar work.
2. Within the past five years completed three construction projects of a similar nature and complexity with a contract dollar amount of at least $1,000,000 each. For a project to be considered of similar nature and complexity for this subparagraph 20.C.2, it must include at a minimum the construction of 2,000 linear feet of sewer pipe, with appurtenant manholes and laterals, and with at least one of the projects including 100 feet of casing bore and jacking.
3. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
4. Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond.
5. Ability to obtain required insurance with coverage values that meet minimum requirements.
6. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion, or excessive defective work.
7. Evidence that Bidder and its team, including without limitation its Guided Bore and Jack Subcontractor, or the Bidder to the extent Bidder performs such Work itself (hereafter "designated Subcontractor"), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:
   a. Evidence demonstrating Bidder's commitment to project safety and its ability to complete projects in a safe manner.
   b. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
   c. Minimum licensing requirements including evidence of a valid California class "A" contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor.
   d. A field organization with skills, experience, and equipment sufficient to perform all on-Site Work and necessary scheduling.
   e. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract Documents. Minimum experience requirements of each Key Personnel include the completion of three projects of similar nature and complexity and three years of experience on projects of similar nature and complexity. A project of similar nature and complexity includes at a minimum the

construction of 2,000 linear feet of sewer pipe with appurtenant manholes and laterals.

f. Evidence that Bidder's named Guided Bore and Jack Subcontractor, or the Bidder to the extent Bidder performs such Work itself, has the human and physical resources of sufficient quantity and quality to perform those aspects of the Contract in a timely and Specification-compliant manner, to include:
   1) Minimum experience requirements including the completion of three projects of similar nature and complexity with contract dollar amounts of at least $60,000 each within the past five years. For a project to be considered of similar nature and complexity for this subparagraph 20.C.7.f, it must include bore and jack operations of a minimum of 100 linear feet and a minimum outside diameter of 12 inches.

21. BID EVALUATION. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

A. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.
B. In order to evaluate Bidder's ability to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time, Owner may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations. Submission of a Bid constitutes Bidder's consent to the foregoing. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by Owner to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
E. Owner may determine whether a Bidder is qualified in its sole discretionary judgment.

22. DOCUMENTATION OF GOOD FAITH EFFORT. When a responsive and responsible Apparent Low Bidder is determined, the following SWRCB forms shall be submitted by Apparent Low Bidder within 10 Business Days of Bid Opening. Forms are available from Owner and on Owner's website. Form content is included in Document 01415 (Regulatory Requirements – Funding).

A. Document 00451 (Form 1): "Good Faith" Effort List of Subcontractors Solicited
B. Document 00453 (Form 2): "Good Faith" Effort Bids Received List
C. Document 00455 (Form 3): Contractor Certification
D. Document 00459 (Form 5): Summary of Bids Received from Subcontractors

23. **BID PROTEST.** Document 00505 (Notice of Intent to Award for Construction) will be posted at Owner's Office and in the main lobby of the County of Sonoma Administration Building, 575 Administration Drive, Santa Rosa, California. Any Bid protest must be submitted in writing to Owner (Attention: Contract Administration/Inspection), before 3:30 p.m. of the fifth Business Day following posting of Document 00505 (Notice of Intent to Award for Construction). Owner's staff will determine official time and will call out the specified time in the Bid reception area of Owner's Office, stating that the period for accepting Bid protests is closed. Owner will use reasonable efforts to deliver an electronic copy of Document 00505 (Notice of Intent to Award for Construction) to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

A. The initial protest document must contain a complete statement of the basis for the protest.
B. The protest must refer to the specific portion of the document that forms the basis for the protest.
C. The protest must include the name, address, and telephone number of the person representing the protesting party.
D. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
E. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

24. **AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required Owner procedures and receipt of all Owner approvals, Owner will issue Document 00510 (Notice of Award) to successful Bidder.

25. **POST-NOTICE OF AWARD REQUIREMENTS.** After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

A. Submit the following documents to Owner by 5:00 p.m. ten Business Days following Notice of Award. Forms are available from Owner and on Owner's website. Form content is included in Document 01415 (Regulatory Requirements – SWRCB CWSRF Funding). Execution of Contract by Owner depends upon approval of these documents:
   1. Document 00463 (Certification of Nondiscrimination).
   2. Document 00465 (Certification of Non-Segregated Facilities).
   3. Document 00467 (Certification of Drug-Free Workplace).
   4. Document 00469 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion).
   5. Document 00471 (Certification of Compliance with Federal Laws and Authorities).
   6. Document 00473 (Certification of Compliance with Labor Code Section 3700).

B. Submit the following documents to Owner by 5:00 p.m. of the 20th Day following Notice of Award. Execution of Contract by Owner depends upon approval of these documents:
   1. Document 00520 (Agreement): To be executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.
   2. Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit four originals. Liquidated Damages are described in Document 00520 (Agreement).
   3. Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit four originals.
   4. Insurance certificates and endorsements required by Article 4 of Document 00700 (General Conditions). Submit one original set.
   5. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Document 00670 (Escrow Bid Documents).
   6. The Guaranty in the form set forth in Document 00630 (Guaranty). Submit four originals, each bearing an original signature.

C. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

D. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles Owner to rescind its award and to cause Bidder's Bid security to be forfeited as provided herein.

26. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom Contract is awarded, within the period described in paragraph 25 of this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages. In addition, upon such failure, Owner may determine the next Apparent Low Bidder and proceed accordingly.

27. MODIFICATION OF COMMENCEMENT OF WORK. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

28. PUBLIC RECORDS ACT REQUESTS AND CONFIDENTIALITY WAIVER.

A. Per the Public Records Act, Owner will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise

required by law, Owner will not disclose proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to audited financial statements and Part C, Financial Information in Bidder's SOQ. Any such proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid.

B. Upon a request for records regarding this Bid which specifically includes confidential information marked by Bidder in accordance with Paragraph A, above, Owner will notify Bidder within ten Days from receipt of the request. If Owner agrees that the information so marked is proprietary financial information exempt from disclosure, Owner shall refuse to disclose the information and Bidder shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums. If Owner does not agree that the information so marked is exempt from disclosure, Owner will so notify Bidder of a specific time when, in response to the request, the records will be made available for inspection in accordance with the Public Records Act.

C. **By submitting a bid, Bidder shall be deemed to have waived any objections to the release of all other information and also to the release of any financial information that was not designated as confidential at the time the bid is submitted.**

29. CONFORMED PROJECT MANUAL. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

30. DEFINITIONS. All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions), Section 01420 (References and Definitions), Section 01415 (Regulatory Requirements – SWRCB CWSRF Funding), and Document 01416 (Regulatory Requirements – CDBG CDC Funding).

31. FUNDING REQUIREMENTS.

A. State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Loan Program:

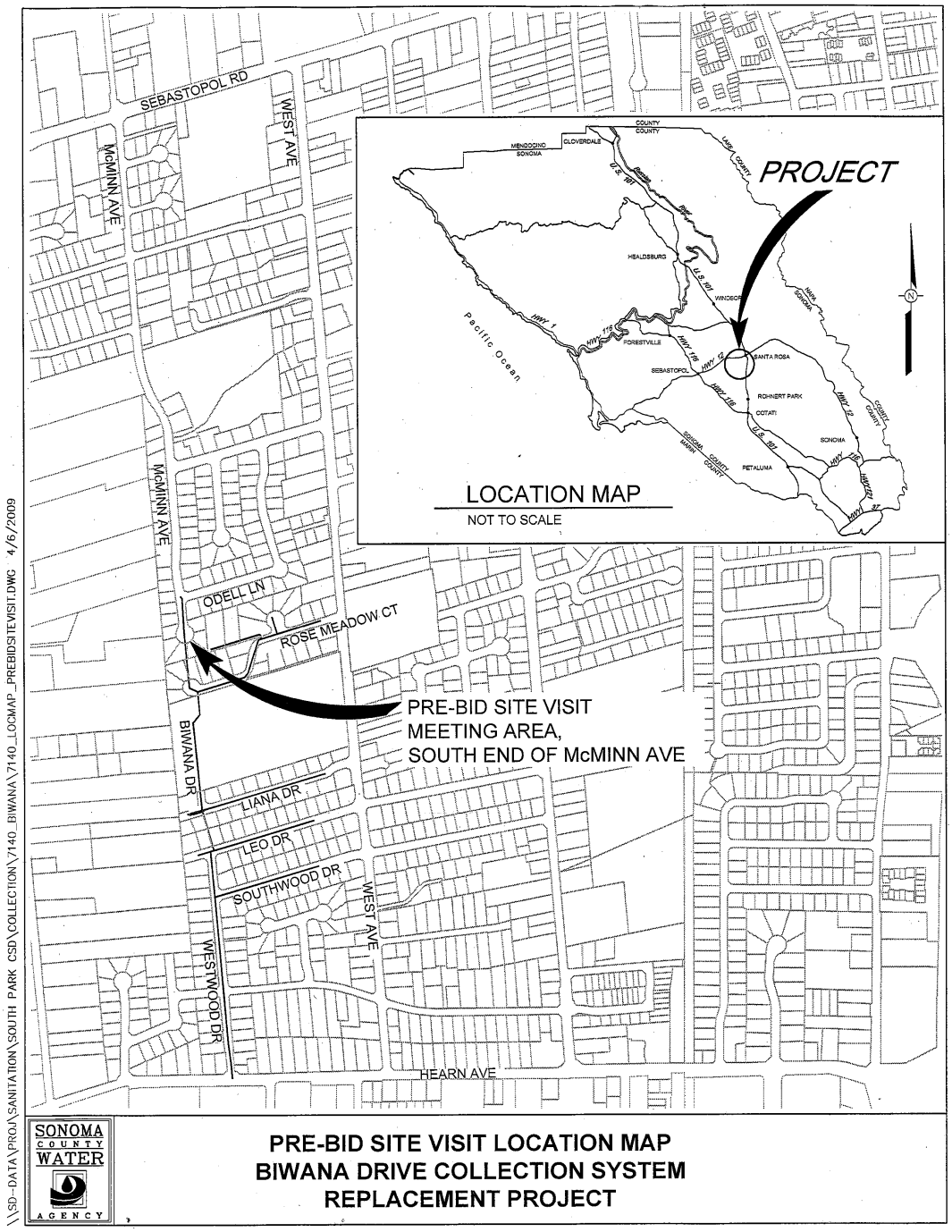
1. Bidder agrees that it will cooperate with and assist Owner in achieving "fair share" objectives as listed in Section 01415 (Regulatory Requirements – SWRCB CWSRF Funding) and will exercise good faith efforts to achieve such minimum participation of disadvantaged businesses. In particular, in submitting a Bid, the Bidder shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative steps as described in paragraph 1.4J, Section 01415 (Regulatory Requirements – SWRCB CWSRF Funding). Failure to take such steps prior to Bid opening and to submit Document 00457 (Prime Contractor/Recipient Selected Disadvantaged Business Enterprises [DBE]) with the Bid shall cause the Bid to be rejected as non-responsive.
2. The apparent successful low Bidder shall submit documentation, showing that, prior to Bid opening, all required positive efforts were made. Owner must receive the documentation described in paragraph 22 of this Document 00200 within 10 days of Bid Opening.

B. Community Development Block Grant through the Sonoma County Community Development Commission (CDBG CDC and CDBG-R CDC):
   1. Owner advises potential Bidders that the Project is funded in whole or part with Community Development Block Grant funding through the Sonoma County Community Development Commission and, as such, specific requirements apply. Document 01416 (Regulatory Requirements – CDBG CDC Funding) contains further description of the requirements.

END OF DOCUMENT

DOCUMENT 00202

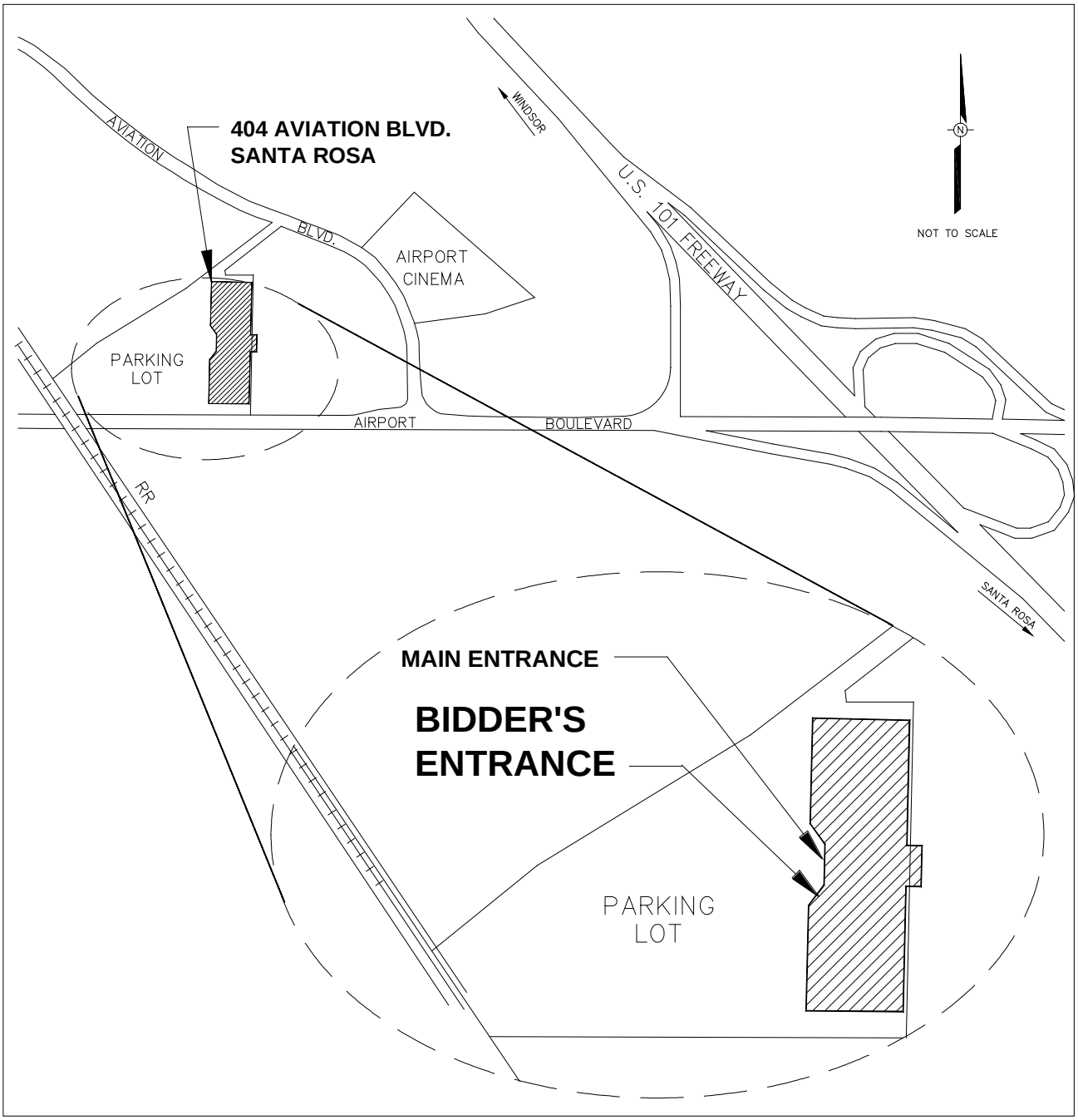
PRE-BID SITE VISIT VICINITY MAP



END OF DOCUMENT

DOCUMENT 00203

BID SUBMITTAL VICINITY MAP



END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

OWNER: SOUTH PARK COUNTY SANITATION DISTRICT

SITE: _____

PROJECT: BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

In consideration of the above-referenced Owner's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless Owner, and its officers, employees, consultants, representatives, and agents, including without limitation, the Sonoma County Water Agency and its officers, employees, consultants, representatives, and agents; Sonoma County Community Development Commission and its officers, employees, consultants, representatives, and agents; State of California and its officers, employees, consultants, representatives, and agents; Roseland School District and its officers, employees, consultants, representatives, and agents; and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Owner or by any released and indemnified party.

2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

   > A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320 (Geotechnical Data and Existing Conditions) and Document 00335 (Hazardous Materials Documentation).

4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).

5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

_____
Name of Bidder

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President or Vice President)

By: _____
Signature

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS

1. SUMMARY

A. This Document 00320 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon geotechnical data at or contiguous to the Site, and existing conditions information concerning existing conditions and Underground Facilities at or contiguous to the Site. This Document 00320, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

2. REPORT AND INFORMATION

A. Existence of Reports. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

B. Inspection of Reports. Bidders may inspect geotechnical reports, documents, and information regarding existing conditions available at the Owner's Office, and may obtain copies at cost of reproduction and handling upon Bidder's payment for the costs. These reports, documents, and other information are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

C. Inclusion in Project Manual. Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

D. Available Documentation. The following documentation is available for review for Contract Number 70-1-7 #7 through Owner:

1. Geotechnical Investigation – Proposed Horizontal Bore-and-Jack for the South Park County Sanitation District Biwana Drive Collection System Replacement Project
   Santa Rosa, California
   BACE Geotechnical
   April 16, 2009
2. Phase I: Revised Preliminary Findings Letter, South Park County Sanitation District Biwana Drive Collection System Replacement Project, Santa Rosa, California
   Santa Rosa, California
   BACE Geotechnical
   March 6, 2009

3. USE OF INFORMATION ON EXISTING CONDITIONS

A. Aboveground Existing Conditions. Under no circumstances shall Owner be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions. Bidder represents and

agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by Owner.

B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00320, Owner does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00320, Owner will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

4. LIMITED RELIANCE PERMITTED ON CERTAIN GEOTECHNICAL INFORMATION

A. Geotechnical Data. Except as expressly set forth in this Document 00320, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

1. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:
   a. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
   b. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
   c. The term "technical data" shall not include the location of Underground Facilities.
   d. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
   e. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

5. INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner's review and response.

B. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

6. ACCESS TO SITE FOR INVESTIGATIONS

A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Instructions to Bidders) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 00335

HAZARDOUS MATERIALS DOCUMENTATION

1. SUMMARY

A. This Document 00335 describes hazardous material documentation included with the Contract Documents and use of data therein.

2. REPORTS AND INFORMATION

A. Owner, its consultants, contractors, and tenants have prepared documents that may provide a general description of the Site and locations of hazardous materials subject to the Work. This documentation is available for review and copying. The documentation is as follows:
   1. Phase I Environmental Site Assessment South Park County Sanitation District Biwana Drive Area Collection System Replacement Project
      Santa Rosa, California
      PES Environmental, Inc.
      January 9, 2009

B. Bidders may inspect such documentation at Owner's Office, and copies may be obtained at cost of reproduction and handling upon Bidder's payment for the costs. This documentation is not part of the Contract Documents.

3. INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise that may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs or projects incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

B. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

4. ACCESS TO SITE FOR INVESTIGATIONS

A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Instructions to Bidders) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety

concerns. Any investigation performed by Bidder to verify hazardous materials/waste conditions must comply with the provisions of Document 00805 (Supplementary Conditions – Hazardous Materials), including but not limited to the requirements regarding compliance with all laws, permits, giving of all notices, and indemnification.

END OF DOCUMENT

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders), paragraph 1.

TO THE HONORABLE BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: CONTRACT NUMBER 70-1-7 #7, SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the South Park County Sanitation District, a local district of the State of California ("Owner") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	**Addendum Date**	**Signature of Bidder**

   (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.

(c) Bidder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Bonds	XXXXXX	Lump Sum	XXXXX	$
2.	Insurance	XXXXXX	Lump Sum	XXXXX	$
3.	Safety Program and Implementation	XXXXXX	Lump Sum	XXXXX	$
4.	Construction Material Waste Management Plan and Implementation	XXXXXX	Lump Sum	XXXXX	$
5.	Storm Water Pollution Prevention Plan and Implementation	XXXXXX	Lump Sum	XXXXX	$
6.	Mobilization/ Demobilization	XXXXXX	Lump Sum	XXXXX	$
7.	Construction Survey and Staking	XXXXXX	Lump Sum	XXXXX	$
8.	Shoring and Bracing	XXXXXX	Lump Sum	XXXXX	$
9.	Traffic Control	XXXXXX	Lump Sum	XXXXX	$
10.	Project Identification Signs	4	Each	$	$
11.	Road Surface Repair (Overlay)	9,500	Square Yard	$	$
12.	Crack Sealing and Road Surface Repair (Slurry)	8,500	Square Yard	$	$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
13.	Road Surface Repair (Outside Trench)	2,550	Square Yard	$	$
14.	Sewer Diversion and Bypass Pumping	XXXXXX	Lump Sum	XXXXX	$
15.	Remove, Dispose of, and Abandon Existing Sewer Mains	XXXXXX	Lump Sum	XXXXX	$
16.	Provide New 8-inch Diameter Sewer Main	6,050	Linear Foot	$	$
17.	Provide 18-inch Diameter Steel Cylinder Encasement	427	Linear Foot	$	$
18.	Remove and Dispose of Existing Manholes and Provide New 48-inch Diameter Manholes	7	Each	$	$
19.	Remove and Dispose of Existing Manholes	9	Each	$	$
20.	Abandon Existing Manholes	4	Each	$	$
21.	Provide New 48-inch Diameter Manholes	22	Each	$	$
22.	Provide New 60-inch Diameter Manhole	1	Each	$	$
23.	Provide New 60-inch Diameter Drop Manhole	1	Each	$	$
24.	Provide New 48-inch Diameter Slide Drop Manhole	1	Each	$	$
25.	Provide New 48-inch Diameter Junction Structure for Multiple Laterals	1	Each	$	$
26.	Remove Existing Sewer Main Cleanouts	9	Each	$	$
27.	Provide New 8-inch Sewer Main Cleanouts	2	Each	$	$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
28.	Provide New Sewer Lateral Double 45-Degree Jog	68	Each	$	$
29.	Abandon Existing 4-inch Sewer Lateral and Provide New	68	Each	$	$
30.	Remove Existing 4-inch Sewer Lateral and Provide New	58	Each	$	$
31.	Replace Street Centerline Monument	3	Each	$	$
32.	All Other Work	XXXXXX	Lump Sum	XXXXX	$
				TOTAL BID PRICE	$
33.	Contingency Reserve	XXXXXX	XXXXXX	XXXXX	$50,000
				TOTAL	$

Total: _____
(Words)

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).

6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter unless the Notice of Award is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "South Park County Sanitation District."

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that Owner has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Owner has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).

12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____
licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

_____ _____
Where incorporated, if applicable

_____

_____
Principals

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

_____
Signature of Bidder

_____
Date of Execution

_____
Place of Execution

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____
_____
_____

Contractor's Representative(s), (name, title): _____
_____

Officers authorized to sign contracts: _____
_____
_____

_____
Signature of Officer

_____
Title

_____
Date of Execution

_____
Place of Execution

Telephone Number(s): _____

Fax Number(s): _____

Email address(es): _____

Date of Bid: _____

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the SOUTH PARK COUNTY SANITATION DISTRICT, a local district of the State of California ("Owner"), as obligee, in the penal sum of _____ _____ _____ Dollars ($_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner Contract Number 70-1-7 #7, County Sanitation District Biwana Drive Collection System Replacement.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20_____, in _____, California.

(Corporate Seal)

By

_____

Principal

_____

Surety

(Corporate Seal)

By

_____

Attorney in Fact

(Evidence of execution shall be provided by Notarial Acknowledgement of the same, in accordance with California Civil Code section 1189, as amended January 1, 2008.)

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for the South Park County Sanitation District, Bidder must provide the following:

1) Fill out this registration form completely; do not leave blanks.
2) Provide certificates of insurance or a letter evidencing coverage complying with paragraph 4.2 of Document 00700 (General Conditions).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
_____ Non-Profit 501 C3 _____ Corporation
_____ other (please explain:_____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

All-risk Course of Construction (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Professional Liability (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Environmental Impairment Liability (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE SOUTH PARK COUNTY SANITATION DISTRICT, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

_____
Signature

_____
Date

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

STATEMENT OF QUALIFICATIONS CHECKLIST

This checklist is for Bidder's convenience and lists some of the completed documents Bidder should ensure are submitted with Bidder's Statement of Qualifications.

- ☐ Letter of Assurance Regarding Performance and Payment Bonds (Document 00450, Attachment "A"). Modification of this form may result in rejection of the bid as non-responsive.
- ☐ Authorization to Contact Surety Form (Document 00450, Attachment "B")
- ☐ Statement of Qualifications Questionnaire (Document 00450, Attachment "C")
- ☐ Reviewed or audited financial statements for three years
- ☐ Technical Resources identification and description
- ☐ Résumés of Key Personnel
- ☐ Litigation History
- ☐ Cal/OSHA 300A log for 2009

(This page intentionally left blank)

1. REQUIRED CONTENTS OF SOQ SUBMISSION

A. Financial Capacity. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consortium or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent company(ies) of Bidder and each member of any proposed consortium or joint venture.

B. Capability to Provide Required Performance and Payment Bonds.
   1. Include a completed "Letter of Assurance Regarding Performance and Payment Bonds" from Bidder's Surety in the form attached to this Document 00450 as Attachment "A";
   2. Include a completed "Authorization to Contact Surety" from Bidder in the form attached to this Document 00450 as Attachment "B."

C. Human and Physical Resources. Identify, describe, and quantify for Bidder, the following technical resources for the Work:
   1. For products or materials listed in the "Major Products List" (see Section 01330 [Submittal Procedures]), provide description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
   2. Description of field organization(s), naming skills and equipment;
   3. Description of safety program, quality control procedures, and safety experience; and
   4. Evidence of a valid California contractor's license and required licenses of all persons who are Key Personnel of the Bidder or any designated Subcontractor.

D. Completed Questionnaire. Include a completed "Statement of Qualification Questionnaire" in the form attached to this Document 00450 as Attachment "C." Add supplementary information if necessary.

E. Resumes of Proposed Key Personnel. Include a resume for each named Key Personnel of Bidder, and Bidder's (including but not limited to the superintendent) designated Subcontractor(s), to include the following:
   1. Name and proposed assignment of Key Personnel - do not include home addresses or phone numbers;
   2. Years of experience;
   3. Education - degrees, schools, and years obtained;
   4. Professional registration(s);
   5. Fluency in English (Yes/No);
   6. Experience directly related to above proposed assignment;
   7. At least three client references, including contact names, addresses, and telephone numbers; and
   8. Description of experience requirements as required by Document 00200 (Instructions to Bidders).

F. Litigation History. Include a description of litigation history for the past five years, including names of involved parties, nature of dispute, and disposition.

2. GENERAL CONDITIONS

A. General Conditions for Content. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets Owner's requirements. To this end, the SOQ should be so specific, detailed, and complete as to demonstrate clearly and fully that the Bidder has a thorough

understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00450 must be requested in writing in accordance with Document 00200 (Instructions to Bidders). Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00450 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

3. DEFINITIONS

A. Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions) or Section 01420 (References and Definitions).

LETTER OF ASSURANCE REGARDING PERFORMANCE AND PAYMENT BONDS, AUTHORIZATION TO CONTACT SURETY FORM, AND STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" -- Letter of Assurance Regarding Performance and Payment Bonds

To South Park County Sanitation District:

This letter is written by _____ [insert name of surety], a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A or better. The purpose of this letter is to advise the South Park County Sanitation District that this surety has agreed to provide _____ [insert name of Bidder] with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond) for the South Park County Sanitation District Biwana Drive Collection System Replacement, if the Bid submitted by said Bidder is accepted and the Contract is awarded to said Bidder. These performance and payment bonds shall be in the minimum penal sums provided therein.

_____
Signature of Surety's Authorized Representative

_____
Name and Title

_____
Date

ATTACHMENT "B" -- Authorization to Contact Surety

The South Park County Sanitation District is hereby authorized to verify with the Surety identified in Attachment "A" that the Surety will, based upon Bid prices, issue the required bonds under the conditions stated in Attachment "A."

_____
Signature of Bidder's Authorized Representative

_____
Name and Title

_____
Date

ATTACHMENT "C" -- Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00200 (Instructions to Bidders) and this Document 00450. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification. Label attachments with a reference to the related document, part, and question number.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Does Bidder possess a valid and current California Contractor's license for the Work proposed? Yes _____ No _____
2. Does Bidder have a minimum of $2,000,000 general liability insurance coverage? Yes _____ No _____
3. Has Bidder's license been suspended or revoked at any time in the last five years? Yes _____ No _____
4. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes _____ No _____
5. Labor Commissioner assessments or determination of ineligibility to bid:
   a. Has Bidder had a final civil wage and penalty assessment against it from the Labor Commissioner more than twice in the last five years? Yes _____ No _____
   b. Has Bidder been determined by the Labor Commissioner to be ineligible to bid on public contracts more than twice in the last five years? Yes _____ No _____

Bidder will be immediately disqualified if any answer to questions 1 or 2 above is No.
Bidder will be immediately disqualified if any answer to questions 3, 4, 5.a, or 5.b above is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES, AND BONDS

(SAFETY)

1. Cal/OSHA Citations and Penalties: Yes_____ No_____
If yes, please submit the following information to determine if Bidder meets the suggested safety criteria for this Project. Describe any Cal/OSHA citations and penalties that Bidder has received in the last three years. For each occurrence state whether the action by Cal/OSHA resulted in a citation, or a penalty, or both. Describe the activities that led to the action by Cal/OSHA. Provide dates, citation numbers, penalty amounts, and any other relevant information regarding the action by Cal/OSHA. Responses shall be machine written or neatly printed on company letterhead and signed by an officer of the company.

☐ Separate sheet attached.

2. Experience Modification Rates:
What were Bidder's Interstate Experience Modification Rates as established by the Workers' Compensation Insurance Rating Bureau for the following three years?

2007: _____
2008: _____
2009: _____

Average of last three years: _____ (no rounding)

If Bidder was not eligible to obtain a formal rating from the Workers' Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written documentation from its workers' compensation insurance company that establishes what Bidder's equivalent experience modification rate would be.

If average of last three years is greater than 1.1, Bidder must provide an explanation here or as a separate attachment:

_____

_____

_____

3. Total Recordable Incident Rates (RIR):
What were Bidder's Total Recordable Incident Rates (RIR) for each of the last three complete years?

2007: _____
2008: _____
2009: _____

Average of last three years: _____ (no rounding)

4. Total Lost Time Incident Rates (LTIR):
What were Bidder's Total Lost Time Incident Rates (LTIR) for each of the last three complete years?

2007: _____
2008: _____
2009: _____

Average of last three years: _____ (no rounding)

5. State the name of Bidder's safety engineer/manager or Site Safety Officer: _____
Attach a resume or outline of this individual's safety and health qualifications and experience.

(PREVAILING WAGE PROVISIONS)

6. In the past five years, has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
Yes_____ No_____

(LICENSE PROVISIONS)

7. In the past five years, has Bidder changed names or license numbers? If so, please state reason for change and list previous name(s) and any previous license number for any of Bidder's principals.

Yes_____ No_____ Reason: _____

_____

Previous name(s) and license number(s): _____

_____

(DISPUTES)

8. In the past five years, has Bidder had any claims, litigation, or disputes resulting in mediation or arbitration, or termination for cause associated with any project? Yes _____ No _____
If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number.

(BONDING)

9. Bonding Capacity - Provide documentation from Bidder's surety identifying the following:
Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

PART C: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of the bankruptcy laws?
   Yes____ No _____ If yes, please state when _____

2. If Bidder has had the general liability carrier identified in Document 00420 (Bidder Registration Form) for less than five years, please provide additional information below for balance of the past five years.
   Agency Name: _____

   Contact Name: _____

   Phone Number: _____

   Carrier: _____ Dates: _____ A.M. Best Rating: _____

   Carrier: _____ Dates: _____ A.M. Best Rating: _____

   Carrier: _____ Dates: _____ A.M. Best Rating: _____

3. Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____
   If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

PART D: EXPERIENCE OF PRIME CONTRACTOR

The unique nature of this Project requires prior similar experience of the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Prime Contractor. List three construction projects of a similar nature and complexity, completed within the past five years, with a contract dollar amount of at least $1,000,000 each, including at a minimum the construction of 2,000 linear feet of sewer pipe with appurtenant manholes and laterals, with at least one of the three projects including 100 feet of casing bore and jacking, and indicate who was the superintendent for each project.

Project Name	Construction Cost ($)	Year Completed	Name of Project Superintendent

Provide specific information about the three above-listed projects. Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____
   Location: _____
   Owner: _____
   Owner Contact (name and phone number): _____
   Architect/Engineer: _____
   Architect/Engineer Contact (name and phone number): _____
   Const. Mgr. or Project Mgr. (name and phone number): _____
   Description of Project, Scope of Work Performed: _____
   _____
   Total Construction Cost: _____
   Total Change Order Amount: _____
   Original Scheduled Date of Completion: _____
   Time Extensions Granted (number of Days): _____
   Actual Date of Completion: _____
   Number of Stop Notices filed by subcontractors or suppliers: _____
2. Project Name: _____
   Location: _____
   Owner: _____
   Owner Contact (name and phone number): _____
   Architect/Engineer: _____
   Architect/Engineer Contact (name and phone number): _____
   Const. Mgr. or Project Mgr. (name and phone number): _____
   Description of Project, Scope of Work Performed: _____
   _____
   Total Construction Cost: _____

Total Change Order Amount:_____

Original Scheduled Date of Completion:_____

Time Extensions Granted (number of Days):_____

Actual Date of Completion:_____

Number of Stop Notices filed by subcontractors or suppliers:_____

3. Project Name: _____

Location:_____

Owner:_____

Owner Contact (name and phone number):_____

Architect/Engineer:_____

Architect/Engineer Contact (name and phone number):_____

Const. Mgr. or Project Mgr. (name and phone number):_____

Description of Project, Scope of Work Performed:_____

_____

Total Construction Cost:_____

Total Change Order Amount:_____

Original Scheduled Date of Completion:_____

Time Extensions Granted (number of Days):_____

Actual Date of Completion:_____

Number of Stop Notices filed by subcontractors or suppliers:_____

List years of experience as a continuously operating entity engaged in the performance of similar work (Five years required, minimum): _____

List Key Personnel who will be assigned to the Work:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

PART E: EXPERIENCE OF DESIGNATED SUBCONTRACTOR(S)

The unique nature of this Project requires prior similar project experience of the designated Subcontractor(s), including the Bidder to the extent Bidder performs such Work itself, and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Guided Bore and Jack Subcontractor. List three construction projects of a similar nature and complexity, completed within the past five years, with a contract dollar amount of at least $60,000 each, which included guided bore and jack operations of a minimum of 100 linear feet of casing and a minimum casing outside diameter of 12 inches, and indicate who was the superintendent for each project.

Project Name	Construction Cost ($)	Year Completed	Name of Project Superintendent	Contact Name and Phone Number

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Superintendent: _____

Recent Projects.

Provide information about three most recently completed projects. Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____
   Location: _____
   Owner: _____
   Owner Contact (name and phone number): _____
   Architect/Engineer: _____
   Architect/Engineer Contact (name and phone number): _____
   Const. Mgr. or Project Mgr. (name and phone number): _____
   Description of Project, Scope of Work Performed: _____
   _____
   Original Contract Price: _____
   Value of Change Orders: _____
   Original Scheduled Date of Completion: _____
   Time Extensions Granted (number of Days): _____
   Actual Date of Completion: _____
   Number of Stop Notices filed by subcontractors or suppliers: _____
2. Project Name: _____
   Location: _____

Owner:_____

Owner Contact (name and phone number):_____

Architect/Engineer:_____

Architect/Engineer Contact (name and phone number):_____

Const. Mgr. or Project Mgr. (name and phone number):_____

Description of Project, Scope of Work Performed:_____

_____

Original Contract Price:_____

Value of Change Orders:_____

Original Scheduled Date of Completion:_____

Time Extensions Granted (number of Days):_____

Actual Date of Completion:_____

Number of Stop Notices filed by subcontractors or suppliers:_____

3. Project Name: _____

Location:_____

Owner:_____

Owner Contact (name and phone number):_____

Architect/Engineer:_____

Architect/Engineer Contact (name and phone number):_____

Const. Mgr. or Project Mgr. (name and phone number):_____

Description of Project, Scope of Work Performed:_____

_____

Original Contract Price:_____

Value of Change Orders:_____

Original Scheduled Date of Completion:_____

Time Extensions Granted (number of Days):_____

Actual Date of Completion:_____

Number of Stop Notices filed by subcontractors or suppliers:_____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE SOUTH PARK COUNTY SANITATION DISTRICT, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

_____
SIGNATURE

_____
TITLE

END OF DOCUMENT

DOCUMENT 00457

PRIME CONTRACTOR/RECIPIENT SELECTED DISADVANTAGED BUSINESS ENTERPRISES (DBE)

CONTRACT RECIPIENTS NAME	CONTRACT NO. OR SPECIFICATION NO.
PROJECT DESCRIPTION	PROJECT LOCATION
PRIME CONTRACTOR INFORMATION	
NAME AND ADDRESS (Include ZIP Code, Federal Employer Tax ID #) PHONE	o DBE AMOUNT OF CONTRACT$
DBE INFORMATION	
o NONE*	
o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED	
TOTAL DBE AMOUNT: $_____ SIGNATURE OF PERSON COMPLETING FORM: _____ TITLE: _____ PHONE:_____ DATE: _____	

*Negative reports are required. **ORIGINAL SIGNATURE AND DATE REQUIRED. Failure to complete and submit this form with the bid will cause the bid to be rejected as non-responsive.**

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ [Name(s) of Principal(s) of Bidder], being first duly sworn, deposes and says that he/she/they is/are _____ [Office(s) of Affiant(s)] of _____ [Name of Bidder], the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of 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, or to secure any advantage against the South Park County Sanitation District, a local district of the State of California, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

If Bidder is a partnership, joint venture, or corporation, at least two signatures are required. See reverse side for signature requirements.

_____ _____
(Name of Bidder) (Signature)

_____
(Second Signature if corporation/joint venture/ or partnership)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature_____ (Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

CONTRACTING REQUIREMENTS

DOCUMENT 00505

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED: _____

CONTRACT NUMBER: 70-1-7 #7

PROJECT TITLE: SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

Grant Davis, the General Manager of the Sonoma County Water Agency, intends to recommend to the Board of Directors of the South Park County Sanitation District the award of the above-referenced Project to _____.
(Name of Contractor)

GRANT DAVIS
General Manager

By: _____

_____
(Print name)

Title: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: 70-1-7 #7

CONTRACT FOR:

South Park County Sanitation District

Biwana Drive Collection System Replacement

The Contract Sum of your contract is _____ _____ Dollars ($_____).

1. Several copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. Submit the following documents to Owner by 5:00 p.m. of the 10 Business Days following Notice of Award. Forms are available from Owner and on Owner's website. Execution of Contract by Owner depends upon approval of these documents:
   a. Document 00451 (Certification of Nondiscrimination).
   b. Document 00453 (Certification of Non-Segregated Facilities).
   c. Document 00455 (Certification of Drug-Free Workplace).
   d. Document 00457 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion).
   e. Document 00461 (Certification of Compliance with Federal Laws and Authorities).
   f. Document 00469 (Certification of Compliance with Labor Code Section 3700).

3. You must comply with the following conditions precedent by 5:00 p.m. of the 20th Day following the date of this Notice of Award, that is, by _____, _____ [month day, year].
   a. Deliver to Owner four fully executed counterparts of Document 00520 (Agreement). Each copy of Document 00520 (Agreement) must bear your original signature on the signature page and your initials on each page.
   b. Deliver to Owner four originals of Document 00610 (Construction Performance Bond), executed by you and your surety.
   c. Deliver to Owner four originals of Document 00620 (Construction Labor and Material Payment Bond), executed by you and your surety.

d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00700 (General Conditions).

e. Deliver to Owner four original copies of Document 00630 (Guaranty), each executed by you.

f. Deliver to Owner one complete set of the documentary evidence received or generated by you in preparation of Bid prices for this Contract, as set forth in Document 00670 (Escrow Bid Documents).

4. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

5. Within 21 Days after you comply with the conditions in paragraph 2 of this Document 00510, Owner will return to you one fully signed counterpart of Document 00520 (Agreement) with ten copies of the Project Manual (including Specifications and Drawings) and five sets of full-size Drawings.

6. Attend a Post-Notice of Award Meeting at Owner's office. This meeting will be scheduled for approximately one week after this Notice of Award is issued.

7. Upon commencement of Work, you and each of your Subcontractors shall certify and provide to Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

SOUTH PARK COUNTY SANITATION DISTRICT
A Local District of the State of California ("Owner")

BY: _____
Grant Davis, General Manager

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

P/T#: 7140

THIS AGREEMENT, dated this ___ day of _____, 20__ , by and between _____ [Name of Contractor] whose place of business is located at _____ [Address of Contractor] ("Contractor"), and the SOUTH PARK COUNTY SANITATION DISTRICT ("Owner"), a local district of the State of California acting under and by virtue of the authority vested in the Owner by the laws of the State of California.

Owner is currently pursuing ISO 9001 and ISO 14001 certification. ISO provides a program for documentation and consistent implementation of an organization's processes in order to ensure repeatability, accuracy, and predictability while achieving optimal customer satisfaction. ISO 9001 refers to Quality Management Systems (QMS) and ISO 14001 refers to Environmental Management Systems (EMS). The QMS focuses on business performance and achieving success, while the EMS focuses on reducing Owner's environmental impact. Owner has integrated the two management systems into one system referred to as Owner's EMS/QMS. Contract Documents contain information and requirements related to ISO.

WHEREAS, Owner, by its Board Resolution No._____ adopted on the _____ day of _____ awarded to Contractor the following Contract:

CONTRACT NUMBER 70-1-7 #7
SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

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

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to Owner

2.1 The Sonoma County Water Agency, a public agency of the State of California ("Agency"), has been designated the Owner's agent for all purposes of the Contract Documents. All Contractor agreements and other obligations (including without limitation releases, representations, covenants, indemnities and obligations to provide insurance) arising from or relating to the Contract Documents in favor of the Owner shall also be in favor of the Agency, and Agency will be an express third-party beneficiary of all Contractor agreements and other obligations. All Owner rights under the Contract Documents may be exercised by Agency, either in its own name or the Owner's name. Contractor hereby expressly consents to the foregoing.

2.2 Owner has designated Mathew Vail, Principal Engineer, Construction Management Section Manager, to act as Owner's Representative(s), who will represent Owner in performing Owner's duties and responsibilities and exercising Owner's rights and authorities in Contract Documents. Owner may change the individual(s) acting as Owner's Representative(s), or delegate one or more specific functions to one or more specific Owner's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each Owner's Representative is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

2.3 All notices or demands to Owner under the Contract Documents shall be to Owner's Representative at:

Hard copies: 404 Aviation Boulevard, Santa Rosa, CA 95403-9019
Electronic: address to be provided to Contractor by Owner with Notice to Proceed

or to such other person(s) and address(es) as Owner shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

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

Contractor shall achieve Substantial Completion of the entire Work within 281 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) 302 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

3.2 Liquidated Damages.

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Document 00700 (General Conditions), Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Accordingly, Owner and Contractor agree that as liquidated damages for delay Contractor shall pay Owner:

3.2.1 One thousand six hundred dollars ($1,600.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 Eight hundred dollars ($800.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by Owner resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, or other damages, including but not limited to damages resulting from Defective Work, lost revenues or costs of substitute facilities, penalties and other costs associated with violation of legal requirements or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 Owner shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Bonds	XXXXXX	Lump Sum	XXXXX	$
2.	Insurance	XXXXXX	Lump Sum	XXXXX	$
3.	Safety Program	XXXXXX	Lump Sum	XXXXX	$
4.	Storm Water Pollution Prevention Plan	XXXXXX	Lump Sum	XXXXX	$
5.	Mobilization/ Demobilization	XXXXXX	Lump Sum	XXXXX	$
6.	Construction Survey and Staking	XXXXXX	Lump Sum	XXXXX	$
7.	Shoring and Bracing	XXXXXX	Lump Sum	XXXXX	$
8.	Traffic Control	XXXXXX	Lump Sum	XXXXX	$
9.	Project Identification Signs	4	Each	$	$
10.	Road Surface Repair (Overlay)	9,500	Square Yard	$	$
11.	Crack Sealing and Road Surface Repair (Slurry)	8,500	Square Yard	$	$
12.	Road Surface Repair (Outside Trench)	2,550	Square Yard	$	$
13.	Sewer Diversion and Bypass Pumping	XXXXXX	Lump Sum	XXXXX	$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
14.	Remove, Dispose of, and Abandon Existing Sewer Mains	XXXXXX	Lump Sum	XXXXX	$
15.	Provide New 8-inch Diameter Sewer Main	6,050	Linear Foot	$	$
16.	Provide 18-inch Diameter Steel Cylinder Encasement	427	Linear Foot	$	$
17.	Remove and Dispose of Existing Manholes and Provide New 48-inch Diameter Manholes	7	Each	$	$
18.	Remove and Dispose of Existing Manholes	9	Each	$	$
19.	Abandon Existing Manholes	4	Each	$	$
20.	Provide New 48-inch Diameter Manholes	22	Each	$	$
21.	Provide New 60-inch Diameter Manhole	1	Each	$	$
22.	Provide New 60-inch Diameter Drop Manhole	1	Each	$	$
23.	Provide New 48-inch Diameter Slide Drop Manhole	1	Each	$	$
24.	Provide New 48-inch Diameter Junction Structure for Multiple Laterals	1	Each	$	$
25.	Remove Existing Sewer Main Cleanouts	9	Each	$	$
26.	Provide New 8-inch Sewer Main Cleanouts	2	Each	$	$
27.	Provide New Sewer Lateral Double 45-Degree Jog	68	Each	$	$
28.	Abandon Existing 4-inch Sewer Lateral and Provide New	68	Each	$	$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
29.	Remove Existing 4-inch Sewer Lateral and Provide New	58	Each	$	$
30.	Replace Street Centerline Monument	3	Each	$	$
31.	All Other Work	XXXXXX	Lump Sum	XXXXX	$
				TOTAL BID PRICE	$
32.	Contingency Reserve	XXXXXX	XXXXXX	XXXXX	$50,000
				TOTAL	$

Article 5. Contractor's Representations

In order to induce Owner to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data and Existing Conditions) and Document 00335 (Hazardous Materials Documentation), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

5.9 Contractor has designated _____ [name], _____, [title] to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time with written notice and without liability to Owner, but Contractor is limited to two representatives.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Construction Performance Bond
Document 00620	Construction Labor and Material Payment Bond

Document 00630	Guaranty
Document 00650	Agreement and Release of Any and All Claims
Document 00660	Substitution Request Form
Document 00670	Escrow Bid Documents
Document 00680	Escrow Agreement for Security Deposit in Lieu of Retention
Document 00700	General Conditions
Document 00800	Supplementary Conditions
Document 00805	Supplementary Conditions – Hazardous Materials
Document 00910	Addenda
Specifications Divisions 1 through 16	
Drawings listed in Drawing No. G-1	

6.2 In addition, all of the provisions of the following documents are included and made a part of the Contract Documents: Partially signed *First Amendment to Agreement Between the Sonoma County Community Development Commission and South Park County Sanitation District* including related fully signed *Funding Agreement for Use of FY 2009-2010 Federal Program Funds;* and partially signed *First Amendment to Agreement Between the Sonoma County Community Development Commission and South Park County Sanitation District*, including related fully signed *Funding Agreement for Use of Federal Program Funds CDBG-R*. Copies of said agreements and amendments are included in Section 01416 (Regulatory Requirements – CDBG CDC Funding).

6.3 There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data and Existing Conditions), Document 00335 (Hazardous Materials Documentation), and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*. This Contract shall not be assigned or transferred without approval of Owner's Board of Directors. Any such assignment or transfer without approval of Owner's Board of Directors shall be void and of no force and effect.

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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 Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Owner has obtained from the Sonoma County Community Development Commission the Federal Wage Decision listing the general prevailing wages and fringes in the County in which the Work is to be performed for each craft and type of worker or mechanic needed to execute the Work. A copy of the Federal Wage Decision is included in Document 01416 (Regulatory Requirements – CDBG CDC Funding). Contractor shall post said prevailing wage rates in a prominent place at the Site. If there is a discrepancy or difference between the state prevailing wage rate and the federal prevailing wage rate, the higher rate will apply. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County.

7.9 Contractor accepts the claims procedure established by Article 12 of Document 00700 (General Conditions), as established under Section 930.2 et seq. of the California Government Code.

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IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

Reviewed as to substance by Owner:

_____
Grant Davis
Agency's General Manager

Reviewed as to funds by Owner:

_____
Division Manager - Administrative Services

Reviewed as to form by County Counsel:

_____
County Counsel

Certificates of Insurance and Guaranty are on file with and reviewed as to substance for Owner by:

_____
Contract Administration/Inspection Date

Attest:

_____
Clerk of the Board of Directors

CONTRACTOR:

_____
[Contractor's name]

By: _____
[Signature]

_____
[Please print name here]

Title: _____
[If Corporation: Chairman, President, or Vice President]

By: _____
[Signature]

_____
[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

OWNER:

SOUTH PARK COUNTY SANITATION DISTRICT, A Local District of the State of California

By: _____
Chair, Board of Directors

END OF DOCUMENT

DOCUMENT 00550

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

_____
(Contractor)

Address: _____

_____

CONTRACT FOR: **CONTRACT NUMBER 70-1-7 #7**

You are notified that the Contract Time under the above Contract will commence to run on _____ 20___. On that date, you are to start performing your obligations with respect to Work under the Contract Documents. In accordance with Article 3 of Document 00520 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, 20___ and _____, 20___, respectively.

In accordance with Article 11 of Document 00700 (General Conditions), on _____[date] you must submit preliminary schedules (Initial Schedule, Schedule of Submittals, and Schedule of Values).

In accordance with Section 01315 (Project Meetings), on _____ [date] you must attend a Schedule Review Meeting.

Before you may start any Work at the Site, you must:

1. Attend Preconstruction Conference
2. Attend mandatory Owner-provided worker environmental training session for all Contractor's construction personnel on the first Day of Work prior to actual start of Work.
3. Submit:
   - Certified Safety Program and related information
   - Copies of applicable permits
   - Approved fire protection plan, if applicable
4. Submit:
   - Storm Water Pollution Prevention Plan (SWPPP)
   - Traffic Control Plan
   - Sewer Diversion and Bypass Pumping Plan
   - Groundwater Characterization and Management Plan
   - Survey notes of construction staking, including but not limited to field notes, maps, drawings, coordinate listings, and all other survey information
   - Tree Protection Plan
   - Water Main Crossing Plan

- Water Main Valve Under Crossing Protection Plan
- 18-inch Casing Bore-and-Jack Plan
- Utility Support Plan
- Asbestos Cement Pipe Plan
- Construction Material Waste Management Plan

_____

_____

From this date forward, submit one electronic copy and at least one hard copy of all Project documents, unless otherwise required by the Contract Documents. Submit electronic copies to: [email address].

Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

SOUTH PARK COUNTY SANITATION DISTRICT,
A Local District of the State of California

By : _____

Its: _____

[Notice to be sent in manner required by Contract Documents]

END OF DOCUMENT

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND
STANDARD EDITION

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") dated _____, is in the penal sum of _____
_____
[which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ [insert name of Contractor] ("Contractor"), _____ [insert name of Surety] ("Surety"), South Park County Sanitation District, a local district of the State of California ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name	Name
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT
CONTRACT NUMBER 70-1-7 #7

at SONOMA COUNTY, CALIFORNIA

Signed_____, 20____ in the Amount of $_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name and Title:_____	Name and Title:_____
_____	_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

   3.1 Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 Owner has agreed to pay the Balance of the Contract Sum:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

      3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When Owner has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:

   4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without Owner's consent; or

   4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or

   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined,

tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If Owner disputes the amount of Surety's tender under this paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

   6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

   6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;

   6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from

Owner to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

    12.1 Balance of the Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

    12.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

    12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).

    12.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND
STANDARD EDITION

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the penal sum of _____
_____
[one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to _____ [insert name of Contractor] ("Contractor"), _____ [insert name of Surety] ("Surety"), the South Park County Sanitation District, a local district of the State of California ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name	Name
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT
CONTRACT NUMBER 70-1-7 #7

at SONOMA COUNTY, CALIFORNIA

Signed _____, 20____ in the Amount of $_____(the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name and Title:_____	Name and Title:_____
_____	_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

   2.2 Defends, indemnifies and holds harmless Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. Owner shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or

equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq*. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions.

    13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

    13.1.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

    13.1.3 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

To the SOUTH PARK COUNTY SANITATION DISTRICT, for construction of

SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT

Sonoma County, California

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Document 00700 (General Conditions) and Section 01420 (References and Definitions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

_____
[Contractor's name]

By: _____
[Signature]

_____
[Please print name here]

Title: _____

Business Address:_____
_____
_____

Date: _____

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the South Park County Sanitation District, a local district of the State of California ("Owner"), and _____ [name of Contractor] ("Contractor"), whose place of business is at _____ _____ [address of Contractor].

RECITALS

A. Owner and Contractor entered into Contract Number 70-1-7 #7 (the "Contract").

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between Owner and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	$ _____
Modified Contract Sum	$ _____
Payment to Date	$ _____
Liquidated Damages	$ _____
Payment Due Contractor	$ _____

2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of $_____ Dollars and _____ Cents ($_____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, including without limitation the Sonoma County Water Agency ("Agency"), except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in paragraph 6 of this Document 00650.

4. The following claims submitted under Document 00700 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless Owner, any Owner's Representatives, Engineer, and all of their agents, employees, consultants, inspectors, assignees and transferees, including without limitation the Agency, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SOUTH PARK COUNTY SANITATION DISTRICT,
A Local District of the State of California

By: _____

Its: _____

ATTEST:

_____
Clerk of the Board of Directors

[CONTRACTOR]

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

REVIEWED AS TO FORM:

_____
County Counsel

_____, 20 _____

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

During Bid Period To:	After Award of Contract To:
Victor H. Swift South Park County Sanitation District Fax: 707-524-3782	Mathew Vail, Construction Management South Park County Sanitation District Fax: 707-524-3791

Project: South Park County Sanitation District Biwana Drive Collection System Replacement

Bidder: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

Section	Paragraph	Specified Item
_____	_____	_____
_____	_____	_____

Proposed Substitution:_____

_____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01600 (Product Requirements). However, if this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 01600 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings? (If yes, please explain)

_____

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

_____

C. What effect does the substitution have on other contractors, trades, or suppliers?

_____

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

_____

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

_____

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

_____
Bidder

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____

For Use by Owner:

___ Accepted _____Accepted as Noted

___ Not Accepted _____Received Too Late

By: _____
Owner's Representative

Date: _____

Remarks: _____

_____

_____

_____

END OF DOCUMENT

DOCUMENT 00670

ESCROW BID DOCUMENTS

1. Requirements for Escrow Bid Documents.

   a. Within the time period established in Document 00200 (Instructions to Bidders), Contractor shall submit to Owner a set of Escrow Bid Documents as defined in paragraph 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 00670.

   b. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 00200 (Instructions to Bidders), is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its Bid security accompanying Contractor's Bid, and Owner may award the Contract to the next lowest responsive responsible Bidder.

   c. NO PAYMENTS WILL BE MADE, NOR WILL OWNER ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE-REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, OWNER MAY DECLARE THE BID NON-RESPONSIVE.

   d. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of the Contractor, to:

      Mathew Vail, Principal Engineer, Construction Management
      South Park County Sanitation District
      c/o Sonoma County Water Agency
      404 Aviation Boulevard
      Santa Rosa, California

2. Scope of Escrow Bid Documents.

   a. Within the time period specified in Document 00200 (Instructions to Bidders), Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents, as specified in paragraphs 5 and 6 of this Document 00670. This material is referred to in this Document 00670 as the "Escrow Bid Documents." Contractor's Escrow Bid Documents will be held in escrow as provided in this Document 00670.

   b. Contractor represents and agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all written information used in the preparation of its Bid, and that no other written Bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

3. Ownership of Escrow Bid Documents.

   a. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by Owner and Contractor, as provided in this Document 00670.

   b. Owner stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor's business, is known only to a limited extent and only by a limited number of Contractor's Employees, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated construction techniques. Owner further acknowledges that the Escrow Bid Documents and the information contained in them are made available to Owner only because such action is an express pre-requisite to award of the Contract. Owner agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with paragraph 4 of this Document 00670.

4. Escrow Bid Documents may be used in the determination of price adjustments and Change Orders and in the settlement of disputes and claims. If used in legal proceedings, Escrow Bid Documents shall be subject to an appropriate protective order limiting their disclosure.

5. Format and Contents of Escrow Bid Documents.

   a. Contractor may submit Escrow Bid Documents in their usual cost-estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.

   b. Owner requires Contractor to itemize clearly in the Escrow Bid Documents the estimated costs of performing the Work of each Bid item contained in Contractor's Bid. Contractor shall separate Bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all Subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from Subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the Bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its Bid prices. Estimated costs shall be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in Contractor's usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each Bid item.

c. Contractor shall identify all costs. For Bid items amounting to less than $10,000, Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.

d. Bid documents provided by Owner should not be included in the Escrow Bid Documents unless needed to comply with these requirements.

6. Submittal of Escrow Bid Documents.

a. Submit Escrow Bid Documents in a container clearly marked on the outside with Contractor's name, date of submittal, Project name and the words "Escrow Bid Documents - Open only in the presence of Authorized Representatives of both Owner and Contractor." Owner will review the Escrow Bid Documents for initial compliance. Owner has three Days after receipt of Bidder's Escrow Bid Documents to demand additional information.

b. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete. Contractor agrees that it will not introduce or rely on any other documents to prove how it prepared its Bid.

c. If Contractor's Bid is based upon subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total Contract Sum proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

d. If Contractor wishes to subcontract any portion of the Work after award, Owner retains the right to require Contractor to submit Escrow Documents for the Subcontractor before approval of the subcontract.

7. Storage, Examination, and Final Disposition of Escrow Bid Documents.

a. The Escrow Bid Documents will be placed in escrow until Final Completion of Work on the Project, in a mutually agreeable institution. Contractor shall pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the appropriate size for all the Escrow Bid Documents and located conveniently to both Owner's and, to the extent reasonably possible, Contractor's offices, but in no event outside the County of Sonoma.

b. Both Owner and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either Owner or Contractor, to assist in the negotiation of price adjustments and Change Orders or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following conditions:

i. As trade secrets, the Escrow Bid Documents are proprietary and confidential under paragraph 3.b. of this Document 00670.

ii. Owner and Contractor (and any Subcontractor, to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party(s) at least seven Days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other persons shall have access to the Escrow Documents.

iii. Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both Owner and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven Days' notice, then Owner's Representative may examine the Escrow Bid Documents upon an additional three Days' notice.

iv. Following Final Completion of Work on the Project and achievement of final settlement, Owner shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the SOUTH PARK COUNTY SANITATION DISTRICT, a local district of the State of California (hereinafter called the "Owner"), whose address is 404 Aviation Boulevard, Santa Rosa, CA 95403-9019; _____ [name of Contractor] ("Contractor"), whose place of business is located at _____ [Contractor's Address]; and [Owner, as escrow agent …OR… _____ [Name of Bank], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number 70-1-7 #7 entered into between Owner and Contractor for South Park County Sanitation District Biwana Drive Collection System Replacement in the amount of _____ [Contract Sum] dated _____ [Date of Contract] (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.

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

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

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

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.

7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

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

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

General Manager
Title
Grant Davis
Name

Signature
404 Aviation Boulevard
Address
Santa Rosa, CA 95403
City/State/Zip

On behalf of Contractor:

Title

Name

Signature

Address

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00680.

/
/
/
/
/
/
/
/
/
/

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

Owner

_____

_____
Title

_____
Name

_____
Signature

Contractor

_____

_____
Title

_____
Name

_____
Signature

Escrow Agent

_____

_____
Title

_____
Name

_____
Signature

REVIEWED AS TO FORM:

_____
County Counsel

_____
Date

END OF DOCUMENT

CONDITIONS OF THE CONTRACT

DOCUMENT 00700

GENERAL CONDITIONS

STANDARD EDITION

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GENERAL CONDITIONS

1. GENERAL

1.1 Documents

1.1.A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Engineer or any Owner's Representative and Contractor; (2) Owner and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor. Owner shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

1.2 Exercise Of Contract Responsibilities

1.2.A. In exercising its responsibilities and authorities under the Contract Documents, Owner does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Engineer nor any Owner's Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

1.3 Defined Terms

1.3.A. All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs.

2. BIDDING

2.1 Investigation Prior To Bidding

2.1.A. Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of Document 00520 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required work, investigations, research, and analysis. Bid prices shall include entire cost of all "incidental work" to complete the Work, as that term is defined in Article 5 of this Document 00700.

2.1.B. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. Owner warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.

1. Aboveground and As-Built Conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation all aboveground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions.
2. Subsurface Conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for (1) the completeness of any subsurface condition information for bidding or construction, (2) Contractor's conclusions or opinions drawn from any subsurface condition information, or (3) subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)
3. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Document 00320 (Geotechnical Data and Existing Conditions) for identification of geotechnical reports, "as-built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions specifically identified in Document 00320 (Geotechnical Data and Existing Conditions), and "Underground Facilities" data, as limited in Document 00320 (Geotechnical Data and Existing Conditions), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by Owner.

2.2 Subcontractors

2.2.A. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

2.2.B. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

2.2.C. Contractor shall provide for the assignment to Owner of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.1 Award Of Contract

3.1.A. Owner will make the Award of Contract by issuing a Notice of Award. As a condition to Owner signing Document 00520 (Agreement), however, Contractor shall deliver to Owner the executed agreements, forms, bonds, and insurance documents required by Document 00200 (Instructions to Bidders) in the required quantities and within the required times.

3.2 Commencement Of Work

3.2.A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. See also paragraph 15.1.B of this Document 00700. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. BONDS AND INSURANCE

4.1 Bonds

4.1.A. At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with Owner the following bonds:

1. Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and
2. Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

4.1.B. Sureties shall be satisfactory to Owner. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A or better.

4.2 Insurance

4.2.A. See paragraph 2.A of Document 00800 (Supplementary Conditions), incorporated herein by this reference.

5. DRAWINGS AND SPECIFICATIONS

5.1 Intent

5.1.A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the

requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes, and standards.

5.1.B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements, and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

5.1.C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2 Drawing Details

5.2.A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3 Interpretation Of Drawings And Specifications

5.3.A. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation

justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00700.

5.4 Checking Of Drawings

5.4.A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

5.5 Standards To Apply Where Specifications Are Not Furnished

5.5.A. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this paragraph 5.5 ten Business Days prior to furnishing such materials or performing such Work.

5.6 Deviation from Specifications and Drawings

5.6.A. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Owner's advance written approval of the proposed deviation. If Work requires a Submittal prior to commencement, then Contractor's performance of such Work prior to Submittal being favorably reviewed shall be at Contractor's sole risk.

5.6.B. Owner may order that locations, lines, and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines, or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines, or

grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00700.

5.7 Precedence Of Documents

5.7.A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Document 00520 (Agreement), and terms and conditions referenced therein;
3. Document 00800 (Supplementary Conditions) and Document 00805 (Supplementary Conditions – Hazardous Materials);
4. Document 00700 (General Conditions);
5. Division 1 Specifications;
6. Drawings and Division 2 through 16 Specifications;
7. Written numbers over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

5.7.B. Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

5.7.C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

5.7.D. In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

5.8 Ownership And Use Of Drawings, Specifications And Contract Documents

5.8.A. Drawings, Specifications, and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner's Right To Perform Construction And To Award Separate Contracts

6.1.A. Owner may perform with its own forces, construction or operations related to the Project. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

6.2 Mutual Responsibility

6.2.A. Contractor shall afford all other contractors, utility owners, and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

6.2.B. Contractor shall coordinate its Work with the work of other separate contractors, Owner, and utility owners. Contractor shall hold coordination meetings with other contractors, Owner and its representatives, and utility owners as required by Section 01315 (Project Meetings).

6.2.C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, Owner, or utility owners by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

6.2.D. Contractor's duties and responsibilities under paragraph 6.2.A of this Document 00700 are for the benefit of Owner and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between Owner and such other contractors and utility owners.

6.2.E. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. Owner will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to Owner in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to Owner. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 Owner Authority Over Coordination

6.3.A. Owner will have authority over coordination of the activities of multiple contractors in cases where Owner performs Work with its own forces or contracts with others for the performance of other Work on the Project, or utilities Work on the Site. Owner may at any time and in its sole discretion, designate a person or entity other than Owner to have authority over the coordination of the activities among the various contractors. Owner's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 00700. Contractor shall promptly notify Owner in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

6.3.B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by Owner when such suspension or prosecution is necessary to facilitate the

work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by Owner if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners. Owner reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. Owner may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases Owner of further liability regarding such funds.

7. OWNER AND PAYMENT

7.1 Owner's Representative(s)

7.1.A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner. Should any direct communications between Contractor and Owner's consultants, architects, or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.2 Means And Methods Of Construction

7.2.A. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.3 Receipt And Processing Of Applications For Payment

7.3.A. As required by Section 01200 (Price and Payment Procedures), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. Owner will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers, and others, as required by Section 01200 (Price and Payment Procedures).

8. CONTROL OF THE WORK

8.1 Supervision Of Work By Contractor

8.1.A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents.

Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions, and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

8.1.B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

8.2 Observation Of Work By Owner

8.2.A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

8.2.B. Owner may engage an independent consultant or engineer (collectively for purposes of this paragraph 8.2, "Engineer") to assist in administering the Work. If so engaged, Engineer will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

8.2.C. Engineer may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

8.2.D. Engineer may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Engineer may recommend to Owner that it disapprove or reject Work that Engineer believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.

8.2.E. Engineer may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

8.3 Access To Work

8.3.A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops, or studios where any part of the Work may be in

preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.4 Existing Utilities Shown or Indicated In Contract Documents

8.4.A. Drawings or Specifications may indicate above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the Common Ground Alliance, 811. Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to Owner are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to Owner for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

8.4.B. At no additional cost to Owner, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in-service installations damaged by Contractor's operations. Should Owner determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, Owner may restore service and deduct the costs of such action by Owner from the amounts due under the Contract.

8.4.C. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions). Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such Work.

8.4.D. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to Owner, prior to commencing other Work in proximity to such known underground utilities or installations that can be

readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing, and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.4.C of this Document 00700).

8.4.E. Nothing in this Document 00700 shall be deemed to require Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters, and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify Owner and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

8.5 Protection of Underground Facilities When Digging Trenches Or During Excavation

8.5.A. Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 00320 (Geotechnical Data and Existing Conditions), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

> Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.

8.5.B. Contractor shall contact Common Ground Alliance, telephone 811, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in 811 records. Prior to commencing excavation or trenching Work, Contractor shall provide Owner with copies of all 811 records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00320 (Geotechnical Data and Existing Conditions), the Drawings and that provided by 811 records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation paragraphs 2.1 and 8.4 of this Document 00700.

8.5.C. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner or in information on file at 811 or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions

affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 16 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

8.5.D. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 00320 (Geotechnical Data and Existing Conditions) or in information on file at 811; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 00320 [Geotechnical Data and Existing Conditions], in information on file at 811, or otherwise reasonably available to Contractor.)

8.5.E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner pursuant to Document 00320 (Geotechnical Data and Existing Conditions), in information on file at 811, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

8.5.F. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00320 (Geotechnical Data and Existing Conditions) and information on file at 811; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty And Guaranty

9.1.A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work,

including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

9.1.B. Extended Guarantees: For any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project, Contractor shall extend its guarantee for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

9.1.C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.1.C. are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Except as expressly shown in the Contract Documents, Contractor covenants, warrants and represents to Owner that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs were installed or discovered on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance were installed or discovered on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.2 Inspection Of Work

9.2.A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in

accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

9.2.B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

9.2.C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

9.2.D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

9.2.E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.

9.2.F. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.

9.2.G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

9.2.H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming

aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to correct Defective Work immediately upon Contractor's knowledge.

9.2.I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 Correction Of Defective Work

9.3.A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of the Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.3.B. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses, and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses, and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00700. Owner's rights under this paragraph 9.3.B shall be in addition to any other rights it may have under the Contract Documents or by law.

9.3.C. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses, and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct

Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

9.3.D. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

9.3.E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year, or such longer period of time as may be prescribed by laws, regulations, or by the terms of the Contract Documents, after such correction or removal and replacement has been satisfactorily completed.

9.4 Acceptance And Correction Of Defective Work By Owner

9.4.A. Owner may accept Defective Work. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses, and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

9.4.B. Owner may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.3.B of this Document 00700; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment, and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph 9.4.B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

9.5 Rights Upon Inspection, Correction, Or Acceptance

9.5.A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article 9. Where Owner exercises its rights under this Article 9, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

9.5.B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, Final Payment, or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any Defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.5.C. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or Modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

9.6 Proof Of Compliance Of Contract Provisions

9.6.A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1 Contractor's Legal Address

10.1.A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2 Contractor's Office At The Work Site

10.2.A. Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from Owner, communications, instructions, or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

10.3 Contractor's Superintendents Or Forepersons

10.3.A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.4 Proficiency In English

10.4.A. Supervisors, security guards, safety personnel, and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.5 Contractor's And Subcontractors' Employees

10.5.A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, or profane, or fails to observe customary standards of conduct, or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

10.6 Contractor To Supply Sufficient Workers And Materials

10.6.A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

10.6.B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that Owner exercises this right. Owner will

deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

10.6.C. Exercise by Owner of the rights conferred upon Owner in paragraph 10.6.B of this Document 00700, is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in paragraph 10.6.B of this Document 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon Owner under paragraph 10.6.B of this Document 00700 are cumulative to Owner's other rights under any provision of the Contract Documents.

10.7 Contractor To List Trades Working

10.7.A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to Owner.

10.8 Contractor's Use Of The Site

10.8.A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any owner, former owner or tenant of such land, structure, or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

10.9 Apprenticeship Program

10.9.A. Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

10.9.B. Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentice's work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

1. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
2. When the number of apprentices in training in the area exceeds a ratio of one to five;

3. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
4. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

10.9.C. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

10.9.D. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

11. PROSECUTION AND PROGRESS OF THE WORK

11.1 Schedules And Examinations Of Contract Documents

11.1.A. Contractor shall submit schedules, reports, and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings, and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).

11.1.B. Contractor shall submit to Owner for review and discussion at the initial Schedule Review Meeting described in Section 01315 (Project Meetings):

1. Progress Schedules and Reports as required by Sections 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing, and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors, and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable Progress Schedule may, in Owner's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents.
2. Within 21 Days after issuance of Notice to Proceed, a preliminary schedule of Submittals that shall list each required Submittal and the times for submitting, reviewing and processing such Submittal, as required by Section 01330 (Submittal Procedures). If no such schedule is agreed upon, then all Submittals shall be completed and submitted within 35 Days after the Notice of Award.
3. Within 21 Days after issuance of Notice to Proceed, a preliminary Schedule of Values for all the Work which shall include quantities and prices of items aggregating the Contract Sum and shall subdivide each Schedule of Values into component activities in sufficient detail to serve as the basis for progress payments during construction. Such Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project

Record Documents, and a line item for Project scheduling, and shall conform to Section 01200 (Price and Payment Procedures).

11.1.C. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first Application for Payment, a conference attended by Contractor, Owner, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with paragraph 11.1.B of this Document 00700. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01200 (Price and Payment Procedures), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to Owner or Engineer or both as meeting the requirements of the Contract Documents, including Sections 01200 (Price and Payment Procedures), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling, or progress of Work, nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.

11.1.D. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

11.1.E. Contractor shall submit Submittals to Owner (or Engineer if Owner so designates) for review in strict accordance with Section 01330 (Submittal Procedures). Submission of a Submittal shall constitute Contractor's representation that all requirements of Section 01330 (Submittal Procedures) have been complied with. All Submittals will be identified as Owner may require and in the number of copies specified in Section 01330 (Submittal Procedures).

11.1.F. Contractor shall not perform Work that requires submission of a Submittal prior to submission and favorable review of the Submittal. Where a Submittal is required by Contract Documents or the final Schedule of Submittals accepted by Owner, any related Work performed prior to Owner's approval of the pertinent Submittal shall be at the sole expense, responsibility, and risk of Contractor.

11.2 Cost Data

11.2.A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in the form of certified payrolls, the cost to Contractor of each class of materials, tools, and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with copies of certified payrolls every 2 weeks. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request and whenever it is generated.

11.2.B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered, and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

11.2.C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature, or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 00670 [Escrow Bid Documents]), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job Progress Reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.2 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

11.2.D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents.

12. CLAIMS BY CONTRACTOR

12.1 General

12.1.A. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents (including without limitation Drawings or Specifications) are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents (including without limitation Drawings or Specifications), Contractor shall give written notice to Owner. Contractor shall bear all costs incurred in giving notice. Owner will render a determination regarding the issue, which shall be final. If Contractor disagrees with Owner's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.

12.1.B. Work Disputes: Contractor shall give written notice to Owner of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. Owner will render a determination regarding the issue, which shall be final. If Contractor disagrees with Owner's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

12.1.C. The claim notice and documentation procedure described in this Article 12 shall constitute a mandatory non-judicial settlement procedure and shall apply to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against Owner.

12.1.D. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12.

12.1.E. A voucher, invoice, proposed change, Application for Payment, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

12.1.F. The provisions of this Article 12 survive termination, breach, or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.2 Procedure

12.2.A. Should any clarification, determination, action or inaction by Owner or Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with Owner stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph 12.2.A, Contractor shall waive its rights to further claim on the specific issue.

12.2.B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than 30 Days, then Contractor shall, every 30 Days until the Disputed Work ceases, submit to Owner a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that 30-Day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.2.B and shall result in Contractor waiving its claim(s).

12.2.C. Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and all other documentation supporting its position as required herein, Owner or its designee will review the issue and render a final determination. Owner may in its discretion first conduct an administrative hearing on the claim, in which event Contractor shall appear and provide further substantiating information and documents if requested by Owner.

12.2.D. Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), OWNER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 (MODIFICATION PROCEDURES).

12.3 Claim Format

12.3.A. Contractor shall submit the claim justification in the following format:

1. Cover letter and certification under penalty of perjury of the accuracy of the claim;
2. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Contract provisions supporting relief;
3. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
4. Chronology of events and correspondence;
5. Analysis of claim merit;
6. Analysis of claim cost; and
7. Attach supporting documents referenced in paragraph 12.3.A.3.

12.4 Mediation

12.4.A. All Contractor claims not subject to the claim resolution procedures set forth in Section 01410 (Regulatory Requirements) shall, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, first be

mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. Except as provided below in Section 12.7, all statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.5 Subcontractor Claims

12.5.A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.6 Exclusive Remedy

12.6.A. Contractor's performance of its duties and obligations specified in this Article 12 and administration of a claim as provided in this Article 12 is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach, or rescission of the Work or Contract Documents, negligence or strict liability by Owner, its representatives, consultants, or agents, or the transfer of Work or the Project to Owner for any reason whatsoever. Contractor waives and covenants not to raise any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with these Article 12 claim submission, administration, and mediation requirements. Compliance with the claim submission, administration, and mediation procedures described in this Article 12 is a condition precedent to the right to file a Government Code Claim, commence litigation or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent Government Code Claim, litigation or legal action. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12.

12.7 Final Claim Disposition

12.7.A. If the Contractor's claims submitted in accordance with this Article 12 at Project completion total less than $375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code. If such claims exceed $375,000, then Contractor shall prepare a compendium of claims submitted and not resolved as a result of these procedures, and submit them in a Govt. Code Section 910 form of claim for final investigation and consideration of their settlement prior to initiation of any litigation thereon, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days.

13. LEGAL AND MISCELLANEOUS

13.1 Laws And Regulations

13.1.A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations, and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants, and agents against any claim or liability, including attorneys' fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees, or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

13.1.B. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation, or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations, or orders, then such laws, ordinances, regulations, or orders shall govern.

13.2 Permits And Taxes

13.2.A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement, and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, school, sanitation, and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

13.3 Responsibility Of Contractor And Indemnification

13.3.A. Owner and each of its officers, employees, consultants, and agents including, but not limited to, Agency, the Board, Engineer, and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

13.3.B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants, and agents, including but not limited to Agency, the Board, Engineer, and each Owner's Representative,

from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of Owner or by any person or entity required to be indemnified hereunder.

13.3.C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants, and agents including, but not limited to Agency, Owner, the Board, Engineer and each Owner's Representative.

13.3.D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

13.3.E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

13.3.F. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

13.4 Concealed Or Unknown Conditions

13.4.A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as required by paragraph 16.4 of this Document 00700, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

13.4.B. In response to Contractor's Notice of Differing Site Conditions under paragraph 13.4.A, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If Owner determines that physical conditions at the Site are not Latent or are not

materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00700).

13.4.C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

1. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation paragraphs 2.1 and 8.4 of this Document 00700; or
3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions, or deductions of the kind that paragraph 2.1 of this Document 00700 precludes reliance upon; or
4. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

13.4.D. If Owner and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.4, Contractor shall proceed with the Work as directed by Owner and may make a claim as provided in Article 12 of this Document 00700.

13.5 Notice Of Hazardous Waste Or Materials Conditions

13.5.A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 16.4 of this Document 00700), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").

13.5.B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

13.5.C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or

other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

13.5.D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
3. Contractor failed to give the written notice within the time required by paragraph 13.5.A of this Document 00700.

13.5.E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

13.5.F. In addition to the parties' other rights under paragraph 13.5.E of this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

13.5.G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this paragraph 13.5, Contractor may make a claim as provided in Article 12 of this Document 00700.

13.6 Suspension Of Work

13.6.A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that:

1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
2. An equitable adjustment is made or denied under any other provision of Contract Documents; or
3. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 00700.

13.7 Termination Of Contract For Cause

13.7.A. Owner may declare Contractor in default of Contract Documents and Owner may terminate Contractor's right to proceed under the Contract Documents for cause:

1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
2. Should Contractor commit a material breach of the Contract Documents. If Owner declares Contractor in default due to material breach, however, Owner must allow Contractor an opportunity to cure such breach within ten Days of the date of notice from Owner to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor must provide Owner within the ten-Day period with a written plan acceptable to Owner to cure said breach which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written plan); or
3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from Owner to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor shall provide Owner within the ten-Day period with a written plan to cure said violation acceptable to Owner, and then diligently commence and continue performance of such cure according to the written plan.)

13.7.B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.7.A of this Document 00700, Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which Owner may advise Contractor of in writing. Contractor shall, within 10 Days of Owner's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.7.A.2 of this Document 00700. Failure of Contractor to provide such written assurances of performance and the required written

plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

13.7.C. In event of termination for cause, Owner will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), Owner may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

13.7.D. In the event of termination by Owner as provided in paragraph 13.7.A of this Document 00700 for cause:

1. Owner will compensate Contractor for the value of the Work delivered to Owner upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides Owner with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Owner will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
2. Contractor shall deliver to Owner possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.7.D shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with Contract Documents.
3. Owner's rights under paragraph 13.7.D.2 shall be specifically enforceable to the greatest extent permitted by law. Owner shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.

13.7.E. Owner may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the Work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a competing contractor as required under Article 6 of this Document 00700.

13.7.F. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accordance with the provisions of the Contract Documents on claims and calculated in accordance with the provisions of the Contract Documents on

Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.8 Termination Of Contract For Convenience

13.8.A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

13.8.B. After receiving a notice of termination under paragraph 13.8.A of this Document 00700, and except as otherwise directed by Owner, Contractor shall:

1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
4. Assign to Owner in manner, at times, and to extent directed by Owner, all right, title, and interest of Contractor under orders and subcontracts so terminated. Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to extent Owner may require. Owner's approval or ratification shall be final for purposes of this paragraph 13.8;
6. Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Owner;
7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Owner directs or authorizes, any property of types referred to in paragraph 13.8.B.6 of this Document 00700, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by Owner. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Owner to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Owner may direct;
8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
9. Take such action as may be necessary, or as Owner may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which Owner has or may acquire interest.

13.8.C. After receipt of a notice of termination under paragraph 13.8.A of this Document 00700, Contractor shall submit to Owner its termination claim, in form and with all certifications required by Article 12 of this Document 00700. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and Owner may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.8. If Contractor and Owner fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 13.8, Owner's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the Progress Schedule and the Schedule of Values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in Owner's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
2. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.8.C.1 of this Document 00700, provided that Contractor establishes to Owner's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
3. Reasonable costs to Contractor of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.
4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
5. Except as provided in this paragraph 13.8.C of this Document 00700, Owner shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorneys' fees of any type, and all costs relating to prosecution of claim or lawsuit.
6. Owner shall have no obligation to pay Contractor under this paragraph 13.8 unless and until Contractor provides Owner with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

13.8.D. In arriving at the amount due Contractor under this clause, there shall be deducted:

1. All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents;
2. Any claim which Owner may have against Contractor in connection with Contract Documents; and

3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.8, and not otherwise recovered by or credited to Owner.

13.9 Contingent Assignment Of Subcontracts

13.9.A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.7 or 13.8 of this Document 00700.
2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.7 or 13.8 of this Document 00700), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
5. Nothing in this paragraph 13.9 shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.10 Remedies and Contract Integration

13.10.A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Sonoma. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

13.10.B. The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

13.10.C. In any proceeding to enforce the Contract Documents, Contractor and Owner agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

13.10.D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.11 Patents

13.11.A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, including Agency from all damages, claims for damages, costs or expenses in law or equity, including attorneys' fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12 Substitution For Patented And Specified Articles

13.12.A. Except as provided otherwise in Document 00200 (Instructions to Bidders) or in the Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.13 Interest Of Public Officers

13.13.A. No representative, officer, or employee of Owner or Agency, no member of the governing body of the locality in which the Project is situated, no member of the

locality in which Owner or Agency was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.14 Limit Of Liability

13.14.A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ENGINEER, THE AGENCY, AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 Alterations, Modifications And Force Account Work

14.1.A. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.

14.1.B. Owner may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.

14.1.C. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:

1. The Work performed in connection with the change to be made;
2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
3. The extent of the adjustment in the Contract Time, if any.

14.1.D. A Change Order will become effective when signed by Owner. If Owner exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00700, then the resulting Change Order shall be effective when signed by Owner, notwithstanding that Contractor has not signed it.

14.1.E. Changes not affecting the Contract Time or Contract Sum of the Work, in Owner's discretion, may be set forth in a written RFI-Reply executed by Owner. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

14.1.F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01250

(Modification Procedures), except in cases of emergency discussed in Article 16 of this Document 00700.

14.1.G. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and Owner may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Owner will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this Document 00700. In all cases Contractor shall perform the changed Work as directed by Owner subject to Contractor's rights under Article 12 of this Document 00700.

14.1.H. Contractor shall, upon Owner's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

14.1.I. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

14.1.J. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.

14.1.K. Owner's General Manager is authorized to approve Change Orders in accordance with Resolution No. 04-0547 dated June 8, 2004. The approval period for such Change Orders is approximately seven Days from receipt of the signed Change Order from Contractor. If a Change Order is equal to or greater than the amounts authorized by Resolution No. 04-0547, it may be necessary for the Board to approve the Change Order, and if so the approval period is approximately 28 Days from receipt of the signed Change Order from Contractor. A performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work. Contractor is charged with knowledge of Owner's approved Change Order limits and procedures in effect at the applicable time.

15. TIME ALLOWANCES

15.1 Time Allowances For Performance Of Contract Documents

15.1.A. When Contractor and Owner have signed the Contract Documents, Owner will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-

paid wrapper directed to Contractor at legal address or (at Owner's option) by delivery by other means at legal address.

15.1.B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Contractor receives, by hand delivery or facsimile transmission, Owner's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00520 (Agreement).

15.2 Entitlement to Change Of Contract Time

15.2.A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

15.2.B. The Contract Time will be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner;
2. Acts or neglect by Owner, Engineer, any Owner's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.2, earthquakes, civil or labor disturbances, strikes or Acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

15.2.C. The Contract Time shall not be extended for any cause identified in paragraph 15.2.B above, however, unless:

1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
2. A claim for delay is made as provided herein; and
3. Contractor submits a Time Impact Evaluation as required under Section 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

15.2.D. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.

15.3 Weather-Related Delays

15.3.A. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these on a monthly basis and Contractor proves that adverse weather actually caused delays.

Contractor shall give written notice of intent to claim an adverse weather Day within one Day of the adverse weather delay occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work.

Rain Days: January, [9]; February, [8]; March, [7]; April, [4]; May, [2]; June, [1]; July, [0]; August, [0]; September, [1]; October, [3]; November, [6]; and December, [8].

In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.10 of an inch or more at the Santa Rosa, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor must prove that the rain actually caused delay as set forth above.

15.3.B. Contractor shall include the foregoing rain parameters as a monthly activity in its Progress Schedule. As Work on the critical path is affected by rain, Contractor shall notify Owner and request that the Days be moved to the affected activities. Any adverse weather Days remaining shall be considered Project Float.

15.3.C. Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain Days incurred (e.g., if it rains during grading Work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

15.3.D. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, covering Work and material that could be affected adversely by weather, and using all necessary construction means and methods to dry and/or aerate wet soils. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

15.4 Notice Of Delay

15.4.A. Within seven Days of the beginning of any delay, Contractor shall notify Owner in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01320 (Progress Schedules). Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 15.4.A.

15.5 Time Extensions And/Or Compensation Entitlement For Delays

15.5.A. Contractor may receive a time extension and be compensated for delays caused directly and solely by Owner.

15.5.B. Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and Owner, e.g., adverse weather conditions exceeding Contract Documents parameters, acts of

third parties unrelated to Contractor's obligations herein, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.

15.5.C. Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either Owner or others.

15.5.D. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

1. Owner's right to sequence the Work in a manner which would avoid disruption to Owner's contractors and their subcontractors and Owner's employees, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; Owner's enforcement of any government act or regulation; or the provisions of the Contract Documents;
2. For changed Site conditions that are beyond the parties' contemplation, except that Owner may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
3. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Owner or its consultants in a reasonable time commensurate with Contract Documents requirements.

15.6 Liquidated Damages

15.6.A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that Owner will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

15.6.B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Owner for increased Project administration expenses, including extra inspection, construction management, and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against Owner as a result of delay (e.g., delay or delay-related claims of other contractors or subcontractors), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due Owner.

15.6.C. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, Owner may deduct liquidated damages based on its estimated period of late completion. Owner need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Owner.

16. WORKING CONDITIONS AND PREVAILING WAGES

16.1 Use Of Site/Sanitary Rules

16.1.A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.

16.1.B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

16.1.C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the Site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

16.1.D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2 Protection Of Work, Persons, And Property

16.2.A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all

damage to Work, property or structures, and all injuries to persons either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from any cause.

16.2.B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

16.2.C. Contractor shall remedy all damage, injury or loss to any property referred to in paragraph 16.2.A of this Document 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

16.2.D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

16.2.E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.

16.3 Responsibility For Safety And Health

16.3.A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.

16.3.B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

16.3.C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

16.4 Emergencies

16.4.A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

16.5 Use Of Roadways And Walkways

16.5.A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

16.6 Nondiscrimination

16.6.A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Contract and any extensions of the term.

16.7 Prevailing Wages

16.7.A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

16.7.B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done

under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 16.7.B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

16.7.C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

16.7.D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

16.8 Environmental Controls

16.8.A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, storm water management, and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

16.9 Shoring Safety Plan

16.9.A. Any conflict between this paragraph 16.9 and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

16.9.B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

16.9.C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this paragraph 16.9.

16.9.D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

1. SUMMARY

A. This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. SUPPLEMENTS

A. Supplement to paragraph 4.2:

4.2.A. On the dates specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to Owner satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. Such insurance shall provide coverage not less than $1,000,000 each occurrence, $1,000,000 general aggregate limit, and $2,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.
3. All-Risk Course of Construction Insurance covering all damage to property owned by Owner, Contractor, or third parties that occurs regardless of negligence by the Contractor and shall include 100% coverage for all Acts of God, including but not limited to earthquakes of any magnitude and effects of tidal waves, fire, flood, and third-party vandalism. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed $10,000. Each loss shall be borne by Contractor.
4. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
5. Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 for each occurrence.

4.2.B. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers' Compensation

shall have an A. M. Best Company rating of B+ or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

4.2.C. Required Endorsements: The policy(ies) required under paragraph(s) 4.2.A.1 and 4.2.A.5 shall be endorsed as follows:

1. Name Owner, its Board of Directors, and its employees, representatives, consultants, and agents; Sonoma County Water Agency, County of Sonoma, Sonoma County Community Development Commission, Roseland School District, and City of Santa Rosa, their employees, representatives, consultants, and agents; and Engineer(s) as additional insureds, but only with respect to liability arising out of the activities of the named insured.
2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraph(s) 4.2.A.1 and 4.2.A.5.
3. Insurance shall be primary to Owner, Sonoma County Water Agency, County of Sonoma, Sonoma County Community Development Commission, Roseland School District, and City of Santa Rosa, and no other insurance or self-insured retention carried or held by Owner or Sonoma County Water Agency or County of Sonoma or Sonoma County Community Development Commission or Roseland School District or City of Santa Rosa shall be called upon to contribute to a loss covered by insurance for the named insured.
4. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the South Park County Sanitation District.

4.2.D. Additional Endorsement: The policy required under paragraph 4.2.A.1 shall be endorsed as follows:

1. Name the State of California, its officers, agents, employees, and servants as additional insured, but only with respect to liability arising out of the activities of the named insured.

4.2.E. Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement) and to the Sonoma County Community Development Commission (Attention: Gary Tabbert at 1440 Guerneville Road, Santa Rosa, CA 95403-4107), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

4.2.F. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails

to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

4.2.G. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

4.2.H. Nothing in paragraph 4.2 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

4.2.I. All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.

4.2.J. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance:
   a. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than $1,000,000 for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
   b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.3. Professional shall satisfy all other provisions of paragraph 4.2 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

4.2.K. If Contractor, for any reason, fails to maintain insurance coverage or fails to ensure that all Subcontractors and other agents maintain insurance coverage as required herein, the same shall be deemed a material breach of Contract. Owner, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach. Alternatively, Owner may purchase such required insurance coverage, and without further notice to Contractor, Owner may deduct from sums due to Contractor any premium costs advanced by Owner for such insurance. These remedies shall be in addition to any other remedies available to Owner.

B. Supplement to paragraph 16.7:

16.7.E: Owner has obtained from the Sonoma County Community Development Commission the Federal Wage Decision listing the general prevailing wages and fringes in the County in which the Work is to be performed for each craft and type of worker or mechanic needed to execute the Work. A copy of the Federal Wage

Decision is included in Document 01416 (Regulatory Requirements – CDBG CDC Funding). Contractor shall post said prevailing wage rates in a prominent place at the Site. If there is a discrepancy or difference between the state prevailing wage rate and the federal prevailing wage rate, the higher rate will apply.

END OF DOCUMENT

DOCUMENT 00805

SUPPLEMENTARY CONDITIONS - HAZARDOUS MATERIALS

1. SUMMARY

A. This Document 00805 includes requirements that supplement the paragraphs of Document 00700 (General Conditions) as they apply to location, removal, remediation, disposal, and abatement of hazardous materials and hazardous waste.

2. SUPPLEMENTS

A. Supplement to paragraph 2.1, Investigation Prior to Bidding
   1. Add a new paragraph that reads:
      2.1B.4. Information Shown in Hazardous Materials Documentation for Informational Purposes: Reference is made to Document 00335 (Hazardous Materials Documentation) for hazardous material documentation included with the Contract Documents and use of data therein. These documents are not Contract Documents and, except for any "technical data" regarding the location of hazardous materials, as limited in Document 00335 (Hazardous Materials Documentation), Contractor shall not in any manner rely on the information in these documents. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and shall not rely on information provided by Owner.

B. Supplement to paragraph 5.7, Precedence of Documents
   1. Add a new paragraph that reads:
      5.7.E Should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

C. Supplement to paragraph 7.2, Means and Methods of Construction
   1. Add a new paragraph that reads:
      7.2.B Nothing contained in these Contract Documents or inferable therefrom shall be deemed or construed to:
         1) Make Contractor the agent, servant, or employee of Owner; or
         2) Create any partnership, joint venture, or other association between Owner and Contractor.

D. Supplement to paragraph 8, Control of the Work
   1. Add new paragraphs that read:
      8.2.F Owner shall exercise administration on Contract Documents. If Owner has employed a HazMat Consultant, Owner reserves the right to assign or delegate to this consultant, or any other consultant, any or all Engineer's responsibilities under Contract Documents or alternatively to act as Owner's Representative. Contractor will be notified in writing of any such delegation.
      8.2.G Cooperate with HazMat Consultant as directed by Owner. HazMat Consultant's duties may include observing Contractor's health and safety program and practices, observing the abatement construction activities, observing the extent of material removed from each job Site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or Contract Documents, and providing clearance tests after abatement is completed. No

action, omission to act, approval, or failure to advise Contractor as to any matter by HazMat Consultant shall in any way relieve Contractor from its responsibility for the performance of Work in accordance with Contract Documents and applicable law. Unless directed otherwise in writing by Owner, do not communicate directly with HazMat Consultant and direct all communications to Owner.

E. Supplement to paragraph 9, Warranty, Guaranty, and Inspection of Work

1. Add to the end of paragraph 9.1 the following additional representations and warranties:

9.1.D Additional Warranties and Representations:

1) Contractor represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable law and Contract Documents requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of Contract performance).
2) Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
3) Contractor represents and warrants that it has studied carefully all requirements of the Contract Documents regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract Documents, and prior to submitting its Bid, has either:
   (a) Verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by Contract Documents; or
   (b) By way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by Contract Documents.
4) Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with all Contract Documents requirements.

2. Add a new paragraph to paragraph 9.6 that reads:

9.6.B Owner reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under Document 00520 [Agreement] or applicable Law), to monitor Contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under state and federal Law upon completion of the Work, and compliance of the Work with periodic and final inspection of public and quasi-public entities having jurisdiction.

1) Contractor acknowledges that Owner also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that Owner shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the

completion of Work by Contractor. In the event Owner elects to perform these activities and tests, afford Owner ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Include the potential impact of these activities for tests by Owner in the Contract Sum and the scheduled completion date.

2) Notwithstanding Owner's rights granted by this paragraph 9, Contractor may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and performing all applicable, relevant, or appropriate activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, required by Contract Documents, applicable Law, or both, and Owner reserves the right to request documentation of all such activities and tests performed by Contractor relating to Work.

F. Supplement to paragraph 11.2, Cost Data

1. Add new paragraphs that read:

11.2.E Obtain and maintain and furnish to Owner on completion of Work or at any other time requested by Owner, all necessary permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, tests results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of Work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by Contract Documents or applicable Law, or both.

11.2.F Provide Owner with copies of each such document as it is generated and, as a condition to final payment, provide Owner with a complete set of such documents (bound, organized, and indexed) at the conclusion of Work. Keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than 30 years after Final Completion of the Work. Owner shall have the right to inspect or photocopy these records and, if Contractor should cease business operations, then it shall furnish these records to Owner.

G. Supplement to paragraph 13, Legal and Miscellaneous

1. Add new paragraphs to the end of paragraph 13.1 that read:

13.1.C Compliance with Laws. Contractor represents that it is familiar with and shall comply with all Laws applicable to the Work or completed Work including, but not limited to all Laws relating to:

1) Protection of the public health, welfare, and environment;
2) Generation, processing, treatment, handling, storage, transport, disposal, destruction, or other management of Asbestos, PCB, lead, petroleum-based products, or other hazardous materials of any kind; or
3) Protection of environmentally sensitive areas such as wetlands.

13.1.D Disposal. Contractor has the sole responsibility for determining current waste storage, handling, and transportation and disposal regulations for the Site and for each waste disposal facility. Contractor shall comply fully at Contractor's sole cost and expense with these regulations and any applicable Law. Owner may, but is not obligated to, require submittals with this information for it to review consistent with Contract Documents.

13.1.E Tracking. Contractor shall develop and implement a system acceptable to Owner to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the applicable EPA form, so that Owner may

track the volume of waste Contractor puts in each landfill and receive from each landfill a certificate of receipt.

13.1.F Facilities. Contractor shall provide Owner with the name and address of each waste disposal facility prior to any disposal, and Owner shall have the express right to reject any proposed disposal facility. Contractor may not use any disposal facility to which Owner has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction and forwarding the original to the Contractor (with a copy to Owner).

2. Add new paragraphs to 13.2 that read:

13.2.B Before performing any of the Work, and at such other times as may be required by applicable Law, deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Submit evidence satisfactory to Owner that Contractor and any disposal facility (a) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable Law, and (b) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving Asbestos-containing materials or PCB subject to regulation, Contractor shall provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt required, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to Owner. Contractor shall not conduct any Work involving Asbestos-containing materials or PCB unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, Off Site easements, and Asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Drawings and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying Owner in writing of such fact. If Contractor performs any Work contrary to Law without such notice to Owner, Contractor shall bear all costs arising therefrom.

13.2.C In the case of any permits or notices held in Owner's name or of necessity to be made in Owner's name, Owner will cooperate with Contractor in securing the permit or giving the notice, but Contractor shall prepare for Owner's review and execution upon approval, all necessary applications, notices, and other materials.

3. Add a new paragraph to paragraph 13.3 that reads:

13.3.G To the greatest extent permitted by Law, the indemnities and limitation of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural

resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. Section 9601 *et seq*).

4. Add a new paragraph following paragraph 13.7.F that reads:

13.7.G Notwithstanding anything in paragraph 13.7 to the contrary, Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law on any matter involving the exposure of persons or property to hazardous waste. If the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in paragraph 13.7 for termination for default shall apply without modification.

H. Supplement to paragraph 16.2, Protection of Work, Persons, and Property

1. Add a new paragraph that reads:

16.2.F Perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the Law (as herein defined), and the Contract Documents including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

END OF DOCUMENT

DOCUMENT 00910

ADDENDA

South Park County Sanitation District
Biwana Drive Collection System Replacement

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT

SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1. Summary of Work and Work Restrictions including:
      a. Summary
      b. Submittals
      c. Work Covered By Contract Documents
      d. Bid Items, Allowances, and Alternates
      e. Work Under Other Contracts
      f. Future Work
      g. Work Sequence
      h. Work Days and Hours
      i. Shutdown for Discovery of Cultural Resources
      j. Cooperation of Contractor and Coordination with Other Work
      k. Partial Occupancy/Utilization Requirements
      l. Contractor Use of Site
      m. Air Quality Standards
      n. Construction Staking and Monument Protection
      o. Protection of Existing Structures and Underground Facilities
      p. Permits
      q. Actual Damages
      r. Rights-of-Way
      s. Document Tracking
      t. Products Ordered In Advance
      u. Owner-Furnished Products

1.2 SUBMITTALS

A. Quality Assurance/Control Submittals:
   1. Qualification Statements:
      a. Evidence of minimum experience requirements of surveyor as described in Paragraph 1.14D.
B. Work Plans:
   1. Utility Protection Plan

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises collection system replacement within the City of Santa Rosa city limits and unincorporated areas. The Work includes, but is not limited to, replacement of approximately 6,000 feet of 6-inch and 8-inch sewer pipe with 8-inch PVC sewer main and appurtenant laterals, manholes, and sewer main cleanouts; bore and jack casings; trenching; traffic control; road surface repair (overlay and slurry); and road surface repair outside of trench. Contract Documents fully describe the Work.
B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
D. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefor.

1.4 BID ITEMS, ALLOWANCES, AND ALTERNATES

A. Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (Price and Payment Procedures).
C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price).
D. Bid item descriptions (listed by Bid item number):
   1. Bonds. The lump sum price paid under this item shall be full payment for furnishing bonds as required by Document 00700 (General Conditions).
   2. Insurance. The lump sum price paid under this item shall be full payment for furnishing insurance as required by Document 00700 (General Conditions).
   3. Safety Program and Implementation. The lump sum price paid under this item shall be full payment for furnishing and implementing the Safety Program as required by Section 01540 (Site Security and Safety) and Document 00700 (General Conditions).
   4. Construction Material Waste Management Plan and Implementation. The lump sum price paid under this item shall be full payment for furnishing and implementing the Construction Material Waste Management Plan as required by Section 01405 (Construction Material Waste Management Plan).
   5. Storm Water Pollution Prevention Plan and Implementation. The lump sum price paid under this item shall be full payment for furnishing and implementing the Storm Water Pollution Prevention Plan as required by Section 01500 (Temporary Facilities and Controls).
   6. Mobilization/Demobilization. The lump sum price paid under this item shall be full payment for initial mobilization at Project commencement (50% to be paid then), and cleanup and demobilization at Final Completion (50% to be paid then).
   7. Construction Survey and Staking. The lump sum price paid under this item shall be full payment for providing construction survey, staking, and related activities necessary to lay out and complete the Work, as required by this Section 01100 (Summary).
   8. Shoring and Bracing. The lump sum price paid under this item shall be full payment for providing and removing shoring and bracing.
   9. Traffic Control. The lump sum price paid under this item shall be full payment for providing traffic signs and traffic cones; submission of traffic control plans for review and approval by County of Sonoma and City of Santa Rosa, accordingly, for streets under the jurisdiction of those entities; temporary striping, signage, delineators, K-rails, and cones; and incidentals required to temporarily control, detour, or stage traffic during construction.
   10. Project Identification Signs. The unit price paid under this item shall be full payment for providing project identification signs. For the purposes of payment, this item will be measured by the unit for each project identification sign.

11. Road Surface Repair (Overlay). The unit price paid under this item shall be full payment for edge grinding of asphalt, cleaning of street, tack coating, raising of utilities frames and covers, and providing 2-inch thick asphalt overlay as indicated. For purposes of payment, this item will be measured by the square yard.
12. Crack Sealing and Road Surface Repair (Slurry). The unit price paid under this item shall be full payment for preparing the existing street surface and for providing crack sealing and slurry coating of asphalt roadway and driveway as indicated. For purposes of payment, this item will be measured by the square yard.
13. Road Surface Repair (Outside Trench). The unit price paid under this item shall be full payment for saw-cutting, and/or grinding of asphalt concrete and excavation, removal, transport, and disposal of asphalt and subgrade materials outside of required trench resurfacing limits as indicated and as required by encroachment permits. For purposes of payment, this item will be measured by the square yard.
14. Sewer Diversion and Bypass Pumping. The lump sum price paid under this item shall be full payment for preparation, submittal, and implementation of Sewer Diversion and Bypass Pumping Plan, including all necessary measures to temporarily divert and continuously pump raw sewage between manholes and around the Work.

Note: Bid items for sewer pipe Work (including pipe and manhole removal and abandonment, cleanouts, and appurtenant piping) include, but are not limited to, preparation and submittal of Asbestos cement pipe (ACP) Plan, utility support plan including, but not limited to, water main and water valves support at crossings, and Groundwater Charaterization and Management Plan; implementation of ACP Plan; implementation of utility support plan; providing pipe and fittings; implementation of Groundwater Characterization and Management Plan; locating sewer laterals prior to placing of lateral wyes; pipe laying; sawcutting; excavation and disposal of materials including, but not limited to, existing ACP, asphalt pavement, aggregate road base materials, pipe concrete encasement, and trench spoils; providing pipe bedding; providing trench drain rock; temporary and permanent connections; providing trench backfill; providing connections to existing manholes or pipes; providing geotextile fabric; compaction; control of grades; trench dams; dewatering and control of groundwater, including groundwater characterization and management; plugs as required; necessary testing; temporary paving and trench plating; aggregate base material; asphalt concrete pavement trench resurfacing; asphalt pavement restoration; television inspection; roadway restriping; removal, disposal, and replacement of concrete curbs, gutters, sidewalks, driveways, and valley gutters; removal and disposal of sewer pipe currently located through existing storm drain structure on McMinn Avenue at O'Dell Lane, and repair and inside coating of the structure; removal, maintenance, surface restoration, and replacement of existing live turf removed for trench excavation on Sheppard Elementary School property or removal and provision of new turf; protection of existing turf outside of trench on Sheppard Elementary School propoerty; temporary removal and replacement of existing chain link fence as needed on Sheppard Elementary School property; provision of temporary chain link fence at east edge of temporary construction easement on Sheppard Elementary School property; provision of 4-foot wide chain link gate in existing chain link fence on Sheppard Elementary School property; roadway raised pavement markers and painting; conforming to Buy American requirements; and all other related Work.

15. Remove, Dispose of, and Abandon Existing Sewer Mains. The lump sum price paid under this item shall be full payment for removal, disposal, and abandonment of existing sewer mains including, but not limited to, plugging the indicated sewer pipe at the sewer manhole at Hearn Avenue and inside coating of the mahole. Note: The existing sewer main piping may be asbestos cement pipe (ACP), vitrified clay pipe (VCP), ductile iron pipe (DIP), or polyvinyl chloride pipe (PVC).
16. Provide New 8-inch Diameter Sewer Main. The unit price paid under this item shall be full payment for 8-inch PVC sewer pipe, with 10% (in addition to any other retention) to be retained and paid after testing. For purposes of payment, this item will be measured by the linear foot of sewer main, along the longitudinal axis, to inside edge of manhole.
17. Provide 18-inch Diameter Steel Cylinder Encasement. The unit price paid under this item shall be full payment for providing equipment and materials for installation of casing, end seals, insulators, and appurtenances for sanitary sewer bore and jack encasements. Also included in this item are preparation and implmentation of monitoring program, excavation, backfill, plating, temporary pavement, asphalt concrete pacement surface restoration, and other related Work associated with digging and backfill of bore and receiving pits. For purposes of payment, this item shall be measured by the linear foot.
18. Remove and Dispose of Existing Manholes and Provide New 48-inch Diameter Manholes. The unit price paid under this item shall be full payment for removing and disposing of existing manhole including excavation, demolition, and disposal of removed materials, and providing a new 48-inch diameter precast manhole including excavation, preparation of subgrade including drain rock, installation of manhole, frame and cover, flexible couplings, seals, manhole connectors, water stops, backfill, compaction, protective coating, concrete collar, surface restoration, and testing. For the purposes of payment, this item will be measured by the unit for each manhole, with 10% (in addition to any other retention) to be retained and paid after testing.
19. Remove and Dispose of Existing Manholes. The unit price paid under this item shall be full payment for removal and disposal of an existing manhole including excavation, demolition, backfill, compaction, controlled density fill, surface restoration, and disposal of removed materials. For purposes of payment, this item will be measured by the unit for each manhole removed and disposed.
20. Abandon Existing Manholes. The unit price paid under this item shall be full payment for abandoning an existing manhole including excavation, demolition, backfill, compaction, controlled density fill, surface restoration, and disposal of removed materials. For purposes of payment, this item will be measured by the unit for each abandoned manhole.
21. Provide New 48-inch Diameter Manholes. The unit price paid under this item shall be full payment for providing a new 48-inch diameter precast manhole including excavation, preparation of subgrade including drain rock, installation of manhole, frame and cover, flexible couplings, seals, manhole connectors, water stops, backfill, compaction, protective coating, concrete collar, surface restoration, and testing. For the purposes of payment, this item will be measured by the unit for each manhole, with 10% (in addition to any other retention) to be retained and paid after testing.
22. Provide New 60-inch Diameter Manhole. The unit price paid under this item shall be full payment for providing a new 60-inch diameter precast manhole with cast-in-place base around the existing 18-inch diameter asbestos cement pipe trunk sewer main on Hearn Avenue including excavation, preparation of subgrade including drain rock,

installation of cast-in-place base, precast barrels, precast cone and and precast grade rings, bolt down gasketted frame and cover, flexible couplings, seals, manhole connectors, water stops, backfill, compaction, protective coating, concrete collar, surface restoration, and testing. For the purposes of payment, this item will be measured by the unit for each manhole, with 10% (in addition to any other retention) to be retained and paid after disinfection and testing.

23. Provide New 60-inch Diameter Drop Manhole. The unit price paid under this item shall be full payment for providing a new 60-inch diameter precast drop manhole including excavation; preparation of subgrade including drain rock; installation of manhole, frame, and cover; drop structure; flexible couplings; seals; manhole connectors; water stops; backfill; compaction; protective coating; concrete collar; surface restoration; and testing. For the purposes of payment, this item will be measured by the unit for each manhole, with 10% (in addition to any other retention) to be retained and paid after disinfection and testing.
24. Provide New 48-inch Diameter Slide Drop Manhole. The unit price paid under this item shall be full payment for providing a new 48-inch diameter precast slide drop manhole including excavation; preparation of subgrade including drain rock; installation of manhole, frame, and cover; slide drop; flexible couplings; seals; manhole connectors; water stops; backfill; compaction; protective coating; concrete collar; surface restoration; and testing. For the purposes of payment, this item will be measured by the unit for each manhole, with 10% (in addition to any other retention) to be retained and paid after disinfection and testing.
25. Provide New 48-inch Diameter Junction Structure for Multiple Laterals. The unit price paid under this item shall be full payment for providing a new 48-inch diameter precast junction manhole structure for multiple laterals including excavation; preparation of subgrade including drain rock; installation of manhole, frame, and cover; long radius sweeps, as needed; flexible couplings; seals; manhole connectors; water stops; backfill; compaction; protective coating; concrete collar; surface restoration; and testing. For the purposes of payment, this item will be measured by the unit for each manhole, with 10% (in addition to any other retention) to be retained and paid after disinfection and testing.
26. Remove Existing Sewer Main Cleanouts. The unit price paid under this item shall be full payment for removal and disposal of existing sewer main cleanout. For purposes of payment, this item will be measured by the unit for each sewer main cleanout removed and disposed.
27. Provide New 8-inch Sewer Main Cleanouts. The unit price paid under this item shall be full payment for providing a new 8-inch sewer main cleanout. For purposes of payment, this item will be measured by the unit for each cleanout.
28. Provide New Sewer Lateral Double 45-degree Jog. The unit price paid under this item shall be full payment for providing sewer lateral double 45-degree jog between the lateral cleanout and the property line including bends, piping, flexible rubber couplings, and connection to existing lateral at the property line. For purposes of payment, this item will be measured by the unit for each new jog.
29. Abandon Existing 4-inch Sewer Lateral and Provide New. The unit price paid under this item shall be full payment for abandoning existing 4-inch sewer lateral closer than 5 feet to existing water meter and/or water service and providing a new wye connection to new sewer main, 4-inch sewer lateral and lateral cleanout 5 feet or more from existing water meter and/or water service, and connecting to a new sewer lateral double 45-

degree jog. For purposes of payment, this item will be measured by the unit for each lateral.

30. Remove Existing 4-inch Sewer Lateral and Provide New. The unit price paid under this item shall be full payment for removing and disposing of existing 4-inch sewer lateral including, but not limited to, existing pipe, lateral cleanouts, and cleanout frames and covers that are located 5 feet or more from existing water meter and/or water service and providing a new wye connection to new sewer main; 4-inch sewer lateral and lateral cleanout; and connecting to the existing sewer lateral at the property line or, where indicated, connecting the new sewer lateral to the existing sewer lateral at the lip of gutter. For purposes of payment, this item will be measured by the unit for each lateral.
31. Replace Street Centerline Monument. The unit price paid under this item shall be full payment for referencing, removing, and disposing of damaged centerline monuments and providing new street centerline monuments as required by this Section 01100. For purposes of payment, this item will be measured by the unit for each monument.
32. All Other Work. The lump sum price paid under this item shall be full payment for all Work of Contract Documents other than Work separately provided for under other Bid items.

E. Contingency Reserve.
   1. Costs authorized to be paid from the Contingency Reserve:
      a. Cost to Contractor or Subcontractor for removal, as directed by Owner, of unforeseen underground manmade structures that interfere with construction and that require special equipment or additional labor, time, or equipment.
      b. Cost to Contractor or Subcontractor for relocation or repair, as directed by Owner, of unforeseen underground utilities.

F. Allowances: (N/A)

G. Alternates: (N/A)

1.5 WORK UNDER OTHER CONTRACTS

A. City of Santa Rosa may have contractors working in the approximate area of the Colgan Creek crossing between Hearn Avenue's intersection with Whitewood Drive and Dutton Avenue.

1.6 FUTURE WORK

A. None expected.

1.7 WORK SEQUENCE

A. Mandatory Trainings:
   1. Attend Owner-provided worker environmental training session for all Contractor's construction personnel on the first Day of Work prior to actual start of Work
   2. On the first Day of Work, prior to actual start of Work, attend Owner-provided worker environmental training by Owner's biologist for all construction personnel. Training will include, but not be limited to:
      a. Construction personnel responsibilities with regard to California tiger salamander (Ambystoma californiense).
      b. An overview of life-history of the California tiger salamander.
      c. How to recognize the California tiger salamander and its habitat.
      d. Protections of the California tiger salamander under the Endangered Species Act
   3. On the first Day that trench plates are used, as part of the first use of plates, attend Owner-directed, Contractor-implemented, trench plate setting and asphalt wedges edge

sealing training. To ensure effective trench covering to prevent California tiger salamanders from becoming trapped, training will include, but not be limited to:

a. Setting of trench plates and tack welding or pinning of adjacent plates together to prevent separation.
b. Placing of asphalt wedges around the edges of the trench plates to seal edges against entry by California tiger salamanders.
c. Maintenance of plates and asphalt edge sealing wedges while trench plates are in place.
d. Owner's inspection of trench plates and asphalt edge sealing wedges at end of each Work Day, and Contractor's need to promptly repair any voids discovered by that inspection.
e. Owner's inspector is the designated on-Site biological monitor in regard to monitoring compliance with the avoidance and conservation measures contained herein pertaining to the California tiger salamanders
f. Owner inspector's authority to halt any action that might result in "taking" of California tiger salamander.
g. If trenches cannot be plated, fill trenches no later than nightfall to prevent trapping of California tiger salamanders.

B. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.

C. Special Work sequence requirements include the following:
1. First order of Work: Determine elevation of bottom of 10-inch storm drain pipe crossing McMinn Avenue at O'Dell Lane. Verify that sewer can pass beneath the storm drain as indicated.
2. Second order of Work: Construct the two 18-inch steel cylinder encasements.
3. Third order of Work: All other Work.

1.8 WORK DAYS AND HOURS

A. General:
1. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time.
2. Work at the Site on weekends, holidays, or at night is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.
3. Contractor will not be permitted to schedule utility shutdowns on Fridays.
4. Owner's Board has mandated 8 days of Mandatory Time Off (MTO) during 2010-2011 fiscal year. Owner will provide notice to Contractor, if applicable, of MTO dates and Work will not be permitted on those Days.

B. Work in Biwana Drive on Roseland School District property:
1. Work Days: Saturday-Sunday and, if approved by Owner, school holidays.
2. Work hours: 8:00 a.m.-5 p.m. local time
3. Contractor is responsible for obtaining Roseland School District calendar. Contractor shall not work on Roseland School District property on any school day.

C. Work in Hearn Avenue:
1. Work Days and hours: Monday-Friday inclusive, 9:30 a.m.-3:30 p.m. local time, unless otherwise allowed by Contractor's City of Santa Rosa Encroachment Permit.

1.9 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

A. If discovery is made of items of historical, archaeological, or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.10 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00700 (General Conditions), Article 6.
B. Employ a full-time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

1.11 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
   1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
   2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
   3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
   4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
G. Use by Owner of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.7 of this Section 01100, if any, prior to Substantial

Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.12 CONTRACTOR USE OF SITE

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
B. Do not unreasonably encumber Site with materials or equipment.
C. Assume full responsibility for protection and safekeeping of products stored on premises.
D. Move any stored products that interfere with operations of Owner or other contractor.
E. Coordinate parking, storage, staging, and Work areas with Owner.
F. Do not store construction materials in the Drip line of any tree.
G. Access is available to the Site from public streets along the routes indicated.

1.13 AIR QUALITY STANDARDS

A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
B. Maintain equipment in good mechanical condition.
C. Cover trucks hauling dirt.
D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
E. Replace ground cover in disturbed areas as soon as possible.
F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
G. Remove earth tracked onto neighboring paved roads at least once daily.
H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.14 CONSTRUCTION STAKING AND MONUMENT PROTECTION

A. Provide land surveying and mapping services necessary for construction staking, layout, or any other activities necessary to establish and document the correct and accurate locations, alignments, elevations, grades, or quantities of Work.
B. Offset/Grade Stakes shall be required at a minimum interval of 50 feet and at all major structure/fitting locations, changes in grade, beginning and endings of curves, and angle points along linear works, and at angle points of structure corners, grid line intersections, steps or changes in grade, angle points or other geometric features that will allow Owner to assess the consistency of Work with construction documents.
C. Ensure that land-survey related activities are in accordance with applicable laws and regulations including Sec.(s) 7726 (a) and (b) and 6731.1 (a) and (b), Business and Professions Code of the State of California.
D. Minimum experience requirements of surveyor in responsible charge of construction staking include possession of a California Land Surveyor's license or pre-1982 California Professional Engineer's (Civil) license, completion of three projects of similar nature and complexity, and three years of experience on projects of similar nature and complexity.
E. Owner reserves the right, at its sole discretion, to check construction staking, layout or other survey and/or mapping activities for consistency with the construction documents, accuracy, and verification of pay quantities.
F. Ensure that survey notes, computations, and drawings used or produced to determine lines, grades, construction staking, layout, or other survey or mapping activities, be kept neat, orderly, and complete. Provide Owner copies (hard copy, and digital when possible) of such survey notes, computations, and drawings within one Business Day of request by Owner. Also, provide one complete Project set as a submittal prior to Final Completion.

G. Deliver to Owner a cut sheet or staking diagram, sufficient in detail in the opinion of the Owner, to illustrate the staking scheme and document the staking set to control the Work not less than 24 hours before construction is commenced on the subject Work.
H. Submit survey notes of construction staking, including but not limited to field notes, maps, drawings, coordinate listings and all other survey information.
I. Protect and preserve property or right-of-way monument(s), survey control point(s), or bench mark(s). At no additional cost to Owner, replace or restore damaged or destroyed property or right-of-way monument(s), survey control point(s), or bench mark(s), including preparation and filing of a Corner Record or Record of Survey when required under Sec. 8771(b) of the Business and Professions Code of the State of California.
J. Whenever Contractor knows, or reasonably should know, that any Work or activity required under the Contract Documents may, or is likely to damage, destroy, or cause any property or right-of-way monument(s), survey control point(s), or bench mark(s) to become unusable, reference property or right-of-way monument(s), survey control point(s), or bench mark(s) by survey, swing ties, or other appropriate means prior to their disturbance or destruction and notify Owner a minimum of two Business Days in advance of such Work or activity. Replace or restore, as appropriate, property or right-of-way monument(s), survey control point(s), or bench mark(s) disturbed, destroyed, or otherwise made unusable by Contractor's activities.

1.15 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, and other similar items and Underground Facilities that are known to Owner.
   1. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

a.	Sewer lines:	• Agency, Service Center, Phone: (707) 521-1892 • City of Santa Rosa Utilities, Phone (707) 543-4200
b.	Water lines:	City of Santa Rosa Water Dept., Phone: (707) 576-5185
c.	Telephone conduit:	AT&T, Phone: Common Ground Alliance, 811
d.	Storm drains:	• County of Sonoma Department of Transportation and Public Works, Phone: (707) 565-2401 or (707) 565-7495 • City of Santa Rosa Public Works Department, Phone (707) 543-3800
e.	Gas:	PG&E, Phone: Common Ground Alliance, 811
f.	Electric:	PG&E, Phone: Common Ground Alliance, 811
g.	Cable TV:	Comcast, Phone: Common Ground Alliance, 811

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
C. A 36-inch underground water supply line exists on Hearn Avenue as indicated. At least 72 hours prior to commencement of excavation within 5 feet of the line, notify Owner (707-524-3786) to request the location of the line. The water supply line shall be protected throughout the construction period. If construction equipment is to cross over the existing underground water supply line, place 1-inch thick steel plates over the line as directed by Owner.
D. Attention is also directed to the existence of overhead power and telephone lines.
E. Perform potholing using hand or mechanical vacuum methods within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but

shall be accomplished at least 7 Days in advance of the date of construction within such area.

F. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

G. In addition to reporting, if a utility is damaged, Contractor shall take appropriate action as provided in Document 00700 (General Conditions).

H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

I. Provide Utility Protection Plan, including:
   1. Indication of all utilities that are expected to conflict with Work, including proposed pothole locations.
   2. Proposed measures to protect active utilities from damage and removal of inactive utilities, as necessary, including, but not limited to, the support of water mains and water valves and coordination with Owner for City isolation and depressurizing of water mains.
   3. Proposed measures to be taken in the event an active utility is damaged or broken due to Contractor's activities.

1.16 PERMITS

A. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:
   1. *State Water Resources Control Board (SWRCB), Order No. 2009-0009 – DWQ, National Pollutant Discharge Elimination System (NPDES), General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit).* The permit is available at Owner's office or is available online at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml. Effective July 1, 2010, Owner will file a Notice of Intent with SWRCB to obtain coverage under the General Permit. Contractor shall provide the Storm Water Pollution Prevention Plan, as described in Section 01500 (Temporary Facilities and Controls), in support of the Notice of Intent. Owner has determined that this Project has a combined risk level 2 as defined by SWRCB.
   2. *Cal/OSHA Permit.* Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
      a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.

      The local Cal/OSHA district office is located at:

      1221 Farmers Lane, Suite 300
      Santa Rosa, CA 95405
      Phone: (707) 576-2388
   3. *County of Sonoma Encroachment Permit*. A copy of Owner's permit is included at the end of this Section 01100. Contractor will be required to obtain a separate permit from PRMD.
   4. *City of Santa Rosa Encroachment Permit.*
      a. Contractor will be required to obtain this permit.
      b. Include name of, and contact information for, Owner's inspector on the City's Encroachment Permit application form.

5. *City of Santa Rosa Water Use Permit*. Contractor will be required to obtain, as applicable, a permit from the City of Santa Rosa for each metered construction water connection.
6. *City of Santa Rosa Authorization to Discharge Permit No. 09-009*. A copy of Owner's permit is included at the end of this Section 01100.

B. All other permits that may be required, including, but not limited to, electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, dechlorinated water discharge, and flushing water discharge have not been applied for and shall be obtained by Contractor.

C. Applicable permit fees will be reimbursed to the extent specified in Document 00700 (General Conditions).

D. Furnish copies of Contractor-obtained permits to Owner.

1.17 ACTUAL DAMAGES

A. Owner may incur actual damages, including fines imposed by any regulatory agency, resulting from violation of the permits listed in 1.16 of this Section 01100 where the violations result from Contractor's activities, such as the discharge or threatened discharge of trench water directly to storm drain and/or sewage spills or threatened spills to storm drain. Violations or threatened violations may subject Owner to fines of up to $27,500 per Day or occurrence and other costs and civil liabilities. Contractor shall be liable for and shall pay Owner the amount of any such actual losses in addition to liquidated damages and any other remedies provided by the Contract Documents. This paragraph shall not limit any other remedies Owner may have in law or equity.

1.18 RIGHTS-OF-WAY

A. Part of the Project is within the public right-of-way of the County of Sonoma and City of Santa Rosa. Project is subject to County of Sonoma Encroachment Permit and City of Santa Rosa Encroachment permit provisions.

B. Part of the Project is within Owner's right-of-way as indicated.

C. Owner has acquired the temporary construction easements indicated. Contractor may use the temporary construction easement only for accessing the Site, performing survey staking, or storing equipment, materials, and supplies for this Project. If Contractor desires to use the temporary construction easement for any other purposes, or if Contractor desires to perform an operation that is not specified herein, submit a written request in advance to Owner for approval. See Document 01418 (Roseland School District Requirements) for additional provisions regarding Work on Roseland School property.

1.19 DOCUMENT TRACKING

A. Owner will maintain a computerized document control system to monitor the generation, status, and filing of documents. Documents such as, but not limited to, Contracts, Cost Proposals, Change Orders (proposed and approved), Meeting Minutes, Schedules and Reports, Payment Applications, certificates of insurance, Safety Reports, Requests for Information, Requests for Substitutions, correspondence, communications, notices, Submittals, transmittals, and logs shall be submitted electronically for Owner to control the documents using the computerized system. Owner will use the computerized system to track and manage all documents on the Project, after Notice to Proceed, to the greatest extent possible.

B. Provide all Project documents to Owner in electronic format with a minimum of one hard copy, unless otherwise required by the Contract Documents. If file size prohibits electronic transmittal, submit to Owner on compact disk (CD).

C. Provide electronic format documents in portable document format (PDF), unless otherwise required by the Contract Documents or directed in writing by Owner.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

A. As provided in Section 01200 (Price and Payment Procedures), paragraph 1.5E, and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:
   1. Materials:
      a. None
   2. Equipment:
      a. None

2.2 OWNER-FURNISHED PRODUCTS

A. Owner-Furnished Products:
   1. None
B. Owner's Responsibilities:
   1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
   2. Arrange and pay for delivery to Site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, Defective, or deficient items.
   5. Arrange for manufacturers' warranties, inspections, and service.
C. Contractor's Responsibilities:
   1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
   2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
   3. Handle, store, install, and finish products.
   4. Repair or replace items damaged after receipt.
   5. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

END OF SECTION

COUNTY OF SONOMA

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 VENTURA AVENUE, SANTA ROSA, CA 95403-2829
(707) 565-1900 FAX (707) 565-1103

Encroachment Permit # ENC09-0080

To request an inspection, call (707) 565-3551 (5 days advance notice required)

County Road Name	Road Number	Postmile
SEE ATTACHED SHEET		

Plancheck Fee:	$0.00
Permit Fee:	$175.00
Inspection Fee:	$0.00
SUSMP Fee:	$0.00
NPDES Fee:	$37.00
Penalty Fee:	$0.00
Previously Paid:	.00
Additional Fee(s):	$0.00
Balance Due:	$0.00

Work Site Address: 1 COUNTY RIGHT OF WAY COU
Type of Activity: Utility Sewer
Parcel Number: 000-000-001
Project: BIWANA DRIVE SEWER MAIN

Issue Date: 05/22/2009
To Expire: 05/21/2012

APPLICANT:
SONOMA COUNTY WATER AGENCY
404 AVIATION BLVD
SANTA ROSA CA 95403

707 547 1900

Contact: GODDARD KEN
707 521 1892

CONTRACTOR:

FOR BID PURPOSES ONLY

License #

Bonding Co:	Bond #:	Exp. Date:
2nd Bond Co:	Bond #:	Exp. Date:
Insurance Co:	Policy #:	Exp. Date:

Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release County of Sonoma, its agents, and employees from and against any and all liability actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee performing the work associated with this Encroachment Permit, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County.

THE PERMITTEE AGREES THAT THE EVENT ACTIVITY WILL BE CONDUCTED IN ACCORDANCE WITH AND SUBJECT TO THIS PERMIT'S TERMS AND CONDITIONS, THE STATE VEHICLE CODE, THE STATE STREETS AND HIGHWAYS CODE AND IS SUBJECT TO INSPECTION AND APPROVAL.

This permit is to be strictly construed and no work other than that specifically mentioned below is authorized hereby. Whenever Engineer concludes persons performing encroachment work are not complying with the provisions of this permit, Engineer may revoke permit. Subject to all the terms, conditions and restrictions written hereon or attached hereto, permission is hereby granted Permittee to:

THIS PERMIT IS FOR BID PURPOSES ONLY. FOR A PROJECT TO: EXCAVATE AND INSTALL AN 8" SEWER MAIN ALONG: ROSE MEADOW CT, ROSE BUD CT, LIANA DR, LEO DR, SOUTH WOOD DR, WESTWOOD DR, AND BIWANA DR AS PER ATTACHED PLANS TITLED, "SOUTH PARK COUNTY SANITATION DISTRICT BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT PROJECT" PREPARED BY SONOMA COUNTY WATER AGENCY., LOCATED IN SANTA ROSA.

ATTACHMENTS:
(Y) Special Provisions
(Y) Signing
( ) Standard Drawings
(Y) Permit Plans
(Y) Standard Conditions (8-12-92)
(Y) Backfill from Approved Source

COMPLETION CERTIFICATION

Permit Inspected By: _____

Date: _____

APPROVED: _____ 7/6/09
DeWayne Starnes
Deputy County Engineer
Date

Road Yard: SANTA ROSA Area No. 42

permitenc7 AB-ENC 801 Rev. 05/15/07

Special Provisions
Encroachment Permit # ENC09-0080

June 05, 2009

Permit # ENC09-0080 is issued subject to the following conditions:

1: CONTRACTOR TO APPLY FOR A SEPARATE ENCROACHMENT PERMIT FOR CONSTRUCION PURPOSES, PAY $ 11,340.00 IN PERMIT FEES, AND SUBMIT 5 SETS OF APPROVED PLANS.

2: CONTRACTOR SHALL PROVIDE PROOF IN WRITING OF NOTIFICATION OF LANE CLOSURES TO EMERGENCY SERVICES, PROPERTY OWNERS, MAIL DELIVERY, SCHOOLS AND PUBLIC TRANSIT WITHIN THE LIMITS OF THE WORK.

3: CONTRACTOR TO SEND OUT THE WRITTEN NOTIFICATION AND INSTALL INFORMATIONAL SIGNS TWO WEEKS PRIOR TO CONSTRUCTION, STATING LIMITS OF WORK, START OF WORK, WORKING HOURS, AND PHONE NUMBER TO CALL.

4: CLOSURE OF PUBLIC ROADS IS NOT PERMITTED. LANE CLOSURES ARE PERMITTED. HOWEVER,THE CONTRACTOR SHALL SUPPLY THE COUNTY OF SONOMA WITH THE ONE LANE TRAFFIC CONTROL PLAN, FROM THE CALIFORNIA MAUNAL ON UNIFORM TRAFFIC CONTROL DEVICES DATED 2003 FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF ENCROACHMENT PERMIT. THE PLAN MUST INCLUDE PROVISIONS FOR SAFE PASSAGE OF PEDESTRIANS.

5: CONTRACTOR SHALL SUPPLY THE COUNTY WITH A LETTER STATING WHO WILL INSPECT THE SEWER MAIN INSTALLATION, ALONG WITH CONTACT INFORMATION, PRIOR TO ISSUANCE OF ENCROACHMENT PERMIT.

6: SONOMA COUNTY WATER AGENCY TO PROVIDE THEIR OWN SOILS TESTINGS, AND PROVIDE US WITH WEEKLY REPORTS.

7: A CAL TRANS TYPE II SLURRY SEAL APPLICATION & CRACK SEAL APPLICATION. SHALL BE APPLIED OVER THE ENTIRE ROAD. FOR THE LIMITS OF THE PROJECT ON: ROSEMEADOW CT, LEO DR, ROSEBUD CT, AND SOUTHWOOD DR. AFTER INSPECTOR'S APPROVAL.

8: A 2" OVERLAY SHALL BE APPLIED OVER THE ENTIRE ROAD. FOR THE LIMITS OF THE PROJECT ON: LIANA DR, WESTWOOD DR, & BIWANA DR. AFTER INSPECTOR'S APPROVAL.

9: ALL SURVEY MONUMENTS SHALL BE REFERENCED ON A CORNER RECORD, AND REPLACED IN KIND BY A LICENSED SURVEYOR.

CONDENC 10/22/04

06/05/2009 15:54 707-565-1745 PRMD CUSTOMER SERV. PAGE 01/01

ENC09-0080

ROAD NAME	ROAD NUMBER	POST MILE
ROSE MEADOW CT	78305	10.00-10.18
ROSE BUD CT	78318	10.00-10.02
LIANA DR	78255	10.00-10.15
LEO DR	78062	10.01-10.14
SOUTHWOOD DR	78236	10.00-10.11
WESTWOOD	78246	10.00-10.24
BIWANA DR	78256	10.00-10.02

Standard Conditions for Construction within The County Road System's Rights-of-way

Enc-005

Date 5·26·09 Encroachment Permit Number 09-0030

1. General

a. *Encroachment:* The term "encroachment" as used in this permit is defined in Section 1450 subparagraph(b) of the Streets and Highways Code of the State of California. This permit is issued in accordance with and subject to the provisions of Sonoma County Code, Chapter 15, Article III.

b. *Engineer:* The "Engineer" is the person holding the position known as the Deputy Road Commissioner, acting either directly or indirectly through the properly authorized agents, such agents acting as inspectors or otherwise.

c. *Acceptance of Provisions:* It is understood and agreed by the Permittee that performance of any work under this permit shall constitute acceptance of the provisions.

d. *No Precedent Established:* This permit is granted with the understanding that this action is not to be considered as establishing any precedent for the permitting of any particular kind of encroachment within the County Right-Of-Way.

e. *Start of Work:* This permit is void unless 24 hours prior to starting work, notification is given to the Engineer by telephoning (707) 565- 3551

f. *Control of Work:* All work accomplished and all materials furnished under this permit shall be subject to the inspection and approval of the Engineer. Such inspection and approval of work and materials shall not relieve the Permittee of any of his/her obligations to complete the work as specified. Work and materials not meeting these requirements shall be rejected. Unsuitable work and materials may be rejected even though such work and materials have been previously inspected and approved by the Engineer.

g. *Access to Work:* The Engineer shall have access to the work at all times, and shall be furnished every reasonable facility for ascertaining that the methods, materials and workmanship are in accordance with the requirements and intent of this permit. The Engineer may reject defective work and shall require its repair, replacement, or removal by the Permittee, and at the Permittee's expense. The Permittee or his authorized agent shall be in charge of all phases of work while it is in progress, and shall receive and comply with such instructions as given by the Engineer.

h. *Approval of work:* Approval of all work shall be necessary at the completion of each of the following stages of work, and such approval must be obtained before subsequent stages of work may be commenced. The Engineer shall be given advance notice of at least one (1) working day before any of the stages of work, as described below, are commenced. Only that work which is performed in the presence of the Engineer or done with his knowledge (lacking such presence at his option), will be approved. The Engineer may also require additional notification on the following and/or other stages of work:

Stages of Work:

Stage 1:	Compaction and preparation of embankments, excavations and sub-grade.
Stage 2:	a. Construction of forms for all concrete structures, including curbs and gutters.
	b. Excavation for storm drains, culverts and utilities.
Stage 3:	a. Placing of concrete in structures
	b. Placing of storm drains and culvert pipes.
Stage 4:	Backfilling for structures, pipes and utilities.
Stage 5:	Construction of roadside ditched and other drainage ways.
Stage 6:	Placing and compacting of base material. **Note:** If more than one course or type of base or sub-base is to be used, approval shall be necessary for each course and/or type.
Stage 7:	Placing of pavement or surfacing.

i. *Keep Permit at the Job Site:* This permit shall be kept at the site of work and must be shown to the Engineer or any law enforcement officer upon demand.

J. *Standards:* Work shall comply with the latest edition of the Standard Specifications of the State of California Department of Transportation and the requirements hereon.

k. *Future Moving of Installation:* It is understood by the Permittee that whenever construction, reconstruction, or maintenance work on the highway may require the installation provided for herein to be moved, it shall, upon request of the Engineer, be immediately moved by, and at the sole expense of, the Permittee.

l. *Ownership of Land Under County Roads:* In many instances, the County does not own land which its roads traverse, its interest being limited to an easement only. Therefore, this permit covers surface operations at all locations where the County has no subsurface rights, and in such cases, does not purport to authorize any excavation, laying of pipe lines, setting of poles, or other operations below the surface of the right-of-way. In all such cases, it is the responsibility of the Permittee to obtain the consent of the owner or owners of the underlying fee before undertaking any of the below surface operations. (Note: Public Utility companies are afforded certain underground rights in the public road right-of-way by section 790 of the Public Utilities Code.)

m. *Storage of Material:* Unless allowed by the Engineer, no material shall be stored within eight (8) feet from the edge of the traveled way.

n. *Clean Up Right-of-Way:* Upon completion of the work, all brush, timber, scraps, and other material shall be entirely removed, and the right-of-way left in as presentable condition as before the work started.

o. *Maintenance:* The Permittee agrees by the acceptance of this Permit to exercise reasonable care in properly maintaining any encroachment placed by the Permittee in the highway. Permittee shall exercise reasonable care in inspecting for and immediately repairing any damage to any portion of the highway which occurs as a result of the work done under this permit, or as a result of the maintenance thereof. This includes any damage to the highway that would not have occurred had such work not been done or such encroachment had not been placed therein.

p. *Making Repairs:* If, upon being directed to do so by the Engineer, the Permittee does not repair existing road facilities within the time period the Engineer has specified, then County crews may perform the repair work at cost plus 100 percent (100%) for administration and overhead, to be billed to the Permittee and which shall be paid to the County by the Permittee within thirty (30) days of Permittee's receipt of invoice for such repair costs.

q. *Conflicting Construction:* When construction of the Encroachment falls within the limits of a Sonoma County Public Works construction project, the Sonoma County Public Works construction project has precedence. Work on this Encroachment shall be coordinated with the Sonoma County Department of Transportation and Public Works so as not to cause any conflict with said project, or this Permit shall be revoked. Please call (707) 565-2593 to resolve this issue.

2. Liability and Bonding

Liability for Damages- In respect to maintenance, the Permittee is responsible for all liability for property damage, which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his/her obligations under this Permit. In the event any claim of such liability is made against the County of Sonoma and/or any department officer or employee thereof, the Permittee shall defend, indemnify, and hold them and each of them harmless from such claim. Unless specifically exempted by the Sonoma County Code, this permit shall not be effective for any purpose unless and until the above-named Permittee files a Surety Bond with the Engineer, in the form and amount established by the Engineer.

3. Traffic Control

a. Permittee shall furnish and install all traffic and warning signs, barricades, etc., as per the Standard Specifications (latest edition) of the State of California Department of Transportation. Attention is directed to Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices".

b. No work shall commence until traffic control signing at the job site has been approved by the Engineer who can be reached at (707) 565-2163.

c. Where applicable, Permittee shall obtain any state or city encroachment permit and/or permission from any Public Utility or private property owner for the placement of signs.

d. One 10-foot (10') wide lane of traffic shall be kept open at all times, and two (2) full-width lanes of traffic during non-working hours, Sundays and holidays. Flag persons are required any time traffic is reduced to one lane.

e. Any detouring of traffic shall be approved by the Engineer and the Engineer shall be notified 48 hours prior to the detour.

f. Lines and cables shall be either 18 inches (18"), 6 inches (6") below the road's structural section improvements, or the following depths, whichever is greater:

Buried Utility Line	Minimum Depth of Cover
Storm Drain Conduits	18 inches
Sewer Service Laterals	18 inches
Water Service Laterals	18 inches
Water Line >2" Diameter	30 inches
Sewer Main Lines	30 inches
Gas Lines & Service Laterals	36 inches
Electrical Transmission Cables	36 inches
Telephone & Television Cables	36 inches

Private Utilities (Water, Sewer, etc.) see " Special Provisions" in #4b (1,2,&3) above

g. ***Trench Backfill***:: Trench backfill shall conform to the requirements shown on Exhibit A, attached hereto:

i. Type "A" backfill and trench surfacing shall be used when the excavation is within the existing pavement and on all driveways.

ii. Type "B" backfill and trench surfacing shall be used within the roadway between ditch line in those areas not covered by #4 g I. above.

h. ***Backfill Materials***:

i. The Permittee may use native spoil providing the spoil is competent and can be compacted as designated in the backfill details. Native spoil contaminated with hazardous waste, organic or other unsatisfactory material shall not be allowed. Material shall be free of stones or lumps over 4 1/2 inches (4 1/2") in greatest dimension. Thickness of the soil layer shall not exceed 6 inches (6") before compaction.

ii. Manufactured or processed backfill material (non-native soil) shall contain:

(1) Sand the equivalent of not less than 20 (pea gravel is not acceptable);

(2) Percentage composition by weight, as determined by laboratory sieves, shall conform with the following grading. No material over 4 1/2 inches (4 1/2") shall be used.

Sieve Size	Percent Passing Sieve
3 inches (3")	90 - 100 %
No. 4 (1/4")	35 - 100 %

h. *Relative Compaction (Field Density)*: Test Method ASTM D, 2922-81, is amended as follows:

i. Gage Calibration shall be based on the six California Transportation Laboratory Master Standard Density Blocks (CTLMSDB, which are located in Sacramento, California. These blocks are the Standard Reference blocks for the California Department of Transportation.

ii. Percent Relative Compaction shall be calculated using lab curves run for each individual test location, unless otherwise permitted by the Engineer. If allowed by the Engineer, composite samples may be taken for certain manufactured or otherwise uniform materials according to California Test Method 231, Part II "Methods of Applying the Area Concept and Determining Percent Relative Compaction."

Note: The use of Sand Cone Methods, such as ASTM 1557 or CAL 216 for determining field densities, will not be allowed as a substitute.

j. *Driveway Trench Crossings*: Trench backfill within driveway crossings shall conform to the Type "A" detail in Exhibit A attached.

k. *Temporary Patching:* Any trench within the paved roadway left without final paving shall have cold patch material added at the end of each day. The Contractor, at his expense, shall continually maintain the cold patch, as directed by the Engineer, until the final pavement is placed. Temporary paving shall be completely removed prior to the final paving.

l. *Final Paving*: Final paving shall be applied no later than ten (10) working days after traffic is allowed to pass over the work area. If this is not done, County crews will perform the paving work, and the cost thereof, plus 100 percent (100%) for administration and overhead shall be paid by Permittee within thirty (30) days of Permittee's receipt of invoice of such paving costs.

Note: permittee shall restore the roadway to its pre-construction condition, as noted in the following Special Provisions:

Special Provisions

i. The Contractor shall restore the roadway to its pre-construction condition. Any pavement cracked, broken or damaged by the Contractor during construction, shall be replaced or repaired to the satisfaction of the Engineer. This requirement does not preclude the overlaying (in kind) of the entire roadway if deemed necessary by the Engineer. See the following Special Provisions.

ii. The Contractor shall not leave a narrow (0" - 18") strip of existing pavement between the edge of the trench and the existing edge of pavement nor between the edge of the trench and existing lip of the gutter. See the sketch below.

GRAPHICS

5. Public Safety

a. *Excavations:* In addition to any other measures taken by the Contractor pursuant to the provisions of the Standard Specifications, Section 7-1.09, "Public Safety", the Contractor shall install temporary (Type "K") railing between any lane carrying public traffic and any excavation when the near edge of the excavation is 12 feet (12') or less from the edge of the lane, ***except for***:

i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.

ii. Excavations less than one foot (1') deep.

iii. Trenches less than one foot (1') wide for irrigation pipe or electrical conduit or excavations less than one foot (1') in diameter.

iv. Excavations in side slopes where the slope is steeper than 4:1.

v. Excavations protected by an existing barrier or railing.

b. *Existing Public Signs:* Relocation or removal of existing public signs shall not occur until approval has been obtained by the Encroachment Inspector.

6. Drainage

a. *Care of Drainage*: Drainage shall not be impaired. If the work herein contemplated may interfere with the established drainage, ample provision shall be made by the Permittee to provide for it (drainage) to the satisfaction of the Engineer.

b. *Maintenance of Drainage:* The Contractor shall maintain drainage throughout the work area. Such maintenance shall include, but not be limited to, keeping all culverts and inlets clean and open. Natural drainage entering the work site shall not be obstructed in any way.

c. *Silt and Debris:* The Contractor shall take any and all measures necessary to prevent the flow of silt and debris from leaving the work site due to his/her operations. Any silt and debris from the work site accumulating in drainage facilities due to the Contractor's operations shall be removed immediately.

7. Removal or Trimming of Roadside Trees

a. *Removal of Trees:* When a permit is granted for removal of a tree, as an independent operation or as part of other work, the entire stump shall be taken out to a depth of at least two feet (2') below the ground surface, unless otherwise specified in the permit. The hole left by the stump shall be backfilled, thoroughly tamped, and the site shall be left in a presentable condition.

b. *Trimming of Trees:* In general, only light trimming of branches two inches (2") or less in diameter will be permitted, unless specifically allowed in the permit. The shapeliness of the trees must be preserved. Scars resulting from the removal of branches shall be treated with a heavy coat of an approved tree sealant.

8. Work Hours

a. Working hours shall be between 7:00 a.m and 7:00 p.m, but in no case from one-half hour before sunset to one-half hour after sunrise.

b. No work shall be performed on weekends or holidays.

c. The following Special Provisions apply when marked:

( ) The Permittee shall submit a construction schedule for approval ten (10) days before construction begins. Once begun, the work shall be diligently prosecuted to completion.

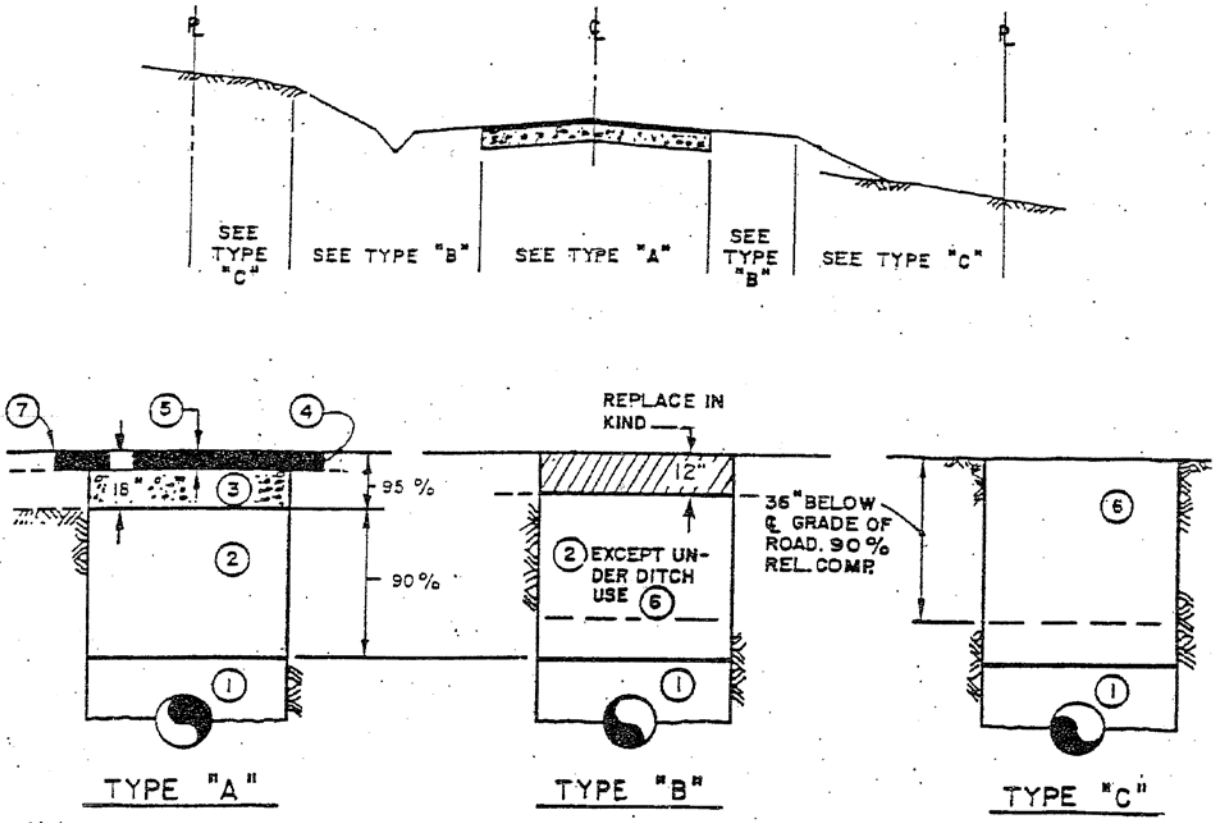
( ) Work which interferes with public traffic shall be restricted to the hours between _____ and _____, Monday through Friday, excluding holidays.

9. Special Provision for Contaminated soil

If the Permitte encounters soil within the County Right-of-Way which is contaminated or appears to be contaminated with a hazardous substance (e.g. gasoline, diesel fuel, motor oil) he shall immediately cease excavation operations and notify the Engineer.

Trench Backfill and Paving Details

graphics



Notes:

1. Bedding material as required by agency inspecting pipe.
2. Structure backfill material (see Section 8,"Backfill Material"). Pea gravel shall not be used for structural backfill.
3. Class 2 aggregate base material.
4. Tack coat S.S. 1 emulsified asphalt.
5. Trench shall be paved with asphalt concrete whose whickness is equal to the thickness of the existing road surface, but in no case shall thickness be less than 3 inches.
6. Replace with native material relative compacted to 90 percent.
7. Roadway pavement shall be saw cut and removed for 6 inches each side of trench.

Note: Any concrete roadway removed during excavation shall be replaced in kind and thickness.

cathomas: S:\Handouts\ENC\ENC-005.WPD 3/2/01 Page 8 of 8

09-0080

COUNTY OF SONOMA
Department of Transportation and Public Works
Materials Testing Laboratory

William Riley, Lab Supervisor
Phone (707) 565-2585 Fax # (707) 565-2322

Approved Source Suppliers

Date : Jan. 31, 2003
To : Local Contractors and Engineers
From : Sonoma County Trans. & Public Works Testing Lab
Subject : Construction Materials
Regarding : Local Suppliers - (Asphalt, Concrete, & Aggregates)

These suppliers listed below have been tested in the past by the County Materials testing lab. Their materials complied with our requirements at the time of testing (primarily the State of California *Standard Specifications)*. This list does not include all of the suppliers in the area, only the ones our lab has tested in the fairly recent past. Appearance on this list in no way guarantees the materials will currently meet all the requirements for any particular project. The County also reserves the right to sample and test the materials when they are used.

Supplier	*Material Type*
Bohan Canelis (Austin Creek)	CL 2 AB, ASB, SBF, PCC, CDF
Canyon Rock	CL 2 AB, ASB, SBF, CDF
Dutra Materials	CL 2 AB, ASB, SBF, AC
Gualala Aggregates	CL 2 AB, ASB, SBF, PCC
Mark West Aggregates	CL 2 AB, ASB, SBF, AC
Nor Cal Redi-mix	PCC, CDF
Sebastopol Redi-mix	PCC, CDF
Shamrock Materials	PCC, CDF
Stony Point Quarry	CL 2 AB, ASB, SBF
Superior Supplies	PCC, CDF
Syar Industries	CL 2 AB, ASB, SBF, AC
Wheeler-Zamaroni	CL 2 AB, ASB, SBF

Material Codes: CL2 AB = Class 2 Aggregate Base, ASB = Aggregate Subbase
SBF = Structure backfill, PCC = Concrete, CDF = *"Cement Slurry" type* trench backfill
AC = Asphalt concrete

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May 17, 2009

City of Santa Rosa

Victor H. Swift, P.E.
Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

AUTHORIZATION TO DISCHARGE PERMIT NUMBER 09-009

Reference is made to your request for a one-time discharge of an estimated 20,000 gallons of groundwater from the South Park County Sanitation District to the Santa Rosa Subregional Reclamation Facility. The groundwater will be generated as a result of excavation for the Biwana Drive Collection System Replacement Project. The groundwater may be discharged direct to the sanitary sewer subject to the following conditions

1. Sediment must be removed prior to the groundwater being discharged to the sanitary sewer.
2. Due to the potential for groundwater contamination in this area all generated wastewater from this project shall be collected, stored, and tested for EPA 8260 and THP-gas & THP-diesel including oxygenates prior to any discharge to the sanitary sewer. Upon review of the test results by this office the stored wastewater may be discharged direct to the sanitary if it meets the local limits and the sediment is removed.
3. Any wastewater not meeting local limits and/or containing tetrachloroethene (PCE) shall be treated to meet the local limits prior to being discharge to the sanitary sewer in a means acceptable to the City.
4. The permittee is responsible for the installation of a flow meter for the determination of the total volume of treated groundwater that is discharged to the sanitary sewer.
5. The permittee shall be responsible for all liability imposed by law for personal injury or property damage caused by work done by permittee under this permit, including work beyond the scope of this permit. If any claim of such liability is made against the City, its officers or employees, permittee shall defend, indemnify and hold them, and each of them, harmless from such claim and liability insofar as permitted by law.
6. It is required that this office be notified 48 hours in advance of the commencement of the discharge so that an Environmental Compliance Inspector may be on site at the beginning of the operations to verify the discharge point to the sanitary sewer.
7. A flat fee of $372.28 plus a volume fee of $10.17 per thousand gallons, or portion thereof, will be assessed on the discharge. An additional $111.66 per hour will be charged for services after the initial three (3) hour base period.

Your cooperation in this matter is greatly appreciated. Should you have questions or comments please call Heather Gourley at 707-543-3472 or me at 707-543-3409.

MARTIN J. ST. GEORGE
Environmental Compliance Supervisor

MSG:hjg

UTILITIES DEPARTMENT
4300 Llano Road • Santa Rosa, CA 95407
Phone: (707) 543-3350 • Fax: (707) 543-3399
www.SantaRosaUtilities.com

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SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1. Description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.
   2. Contingency Reserve

1.2 REFERENCES

A. California Public Contract Code
B. Code of Civil Procedure

1.3 SCOPE OF WORK

Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.4 DETERMINATION OF QUANTITIES

Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Owner, of units of Work satisfactorily completed in accordance with Contract Documents or as directed by Owner. Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section 01200. If methods are not so set forth, measurements shall be made in any manner which Owner considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental Milestones). Contractor must immediately inform Owner of any disputes regarding quantity measurements and shall immediately supply Owner with any documentation supporting the disputed measurements.

1.5 SCOPE OF PAYMENT

A. Except as otherwise expressly stated in Section 01100 (Summary), payment to Contractor at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.

B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
   1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid item (whether lump sum or unit price) until acceptance by Owner;
   2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid item (whether lump sum or unit price) as provided in Contract Documents;
   3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid item (whether lump sum or unit price).

C. Whenever it is specified herein that Contractor is to do Work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such Work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing Work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that Work or material is to be paid for as extra Work.

D. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in Document 00400 (Bid Form) or otherwise referenced in Section 01100 (Summary). If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

E. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Section 01100 (Summary).

F. For any materials and equipment referenced in Section 01100 (Summary) as subject to payment prior to incorporation into the Work, where Contractor requests payment on the basis of such materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
   1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
   2. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location;
   3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an Off Site warehouse. No payment will be made until such endorsed receipts are delivered to Owner;
   4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
   5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, Defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;

6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

G. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.6 BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Document 00400 (Bid Form), quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, in accordance with Contract Documents.
B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
C. Allowances: Allowance items (if any) will be paid for as provided in Section 01100 (Summary). Funds authorized for Allowance Work will not be released for Contract payments unless Owner has authorized Allowance Work in writing.
D. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid item or items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of Work actually done and estimated amount as set forth herein, or for elimination of Bid items.

1.7 PROGRESS PAYMENTS

A. Owner's General Manager is authorized to approve progress payments in conformance with Contract Documents and the Auditor/Controller of the County of Sonoma is authorized to process such payments upon their submission by the General Manager.
B. If requested by Contractor, progress payments will be made monthly.
C. Schedule of Values:
   1. Within the time set forth in Document 00700 (General Conditions), submit a detailed breakdown of Contractor's Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each

applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by Owner to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.

2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

D. Monthly Report Sheets and Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices; reconcile the amount of Work completed monthly with Owner, and sign Owner's monthly report sheet certifying to the Work done. Monthly report sheets shall be considered the true record of the Cost of the Work and Contractor shall submit in a form acceptable to Owner an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by Owner. In addition:

1. On or before the sooner of (a) the 20th Day of each month and (b) receipt of Owner's approval of the updated Schedule as required by Section 01320 (Progress Schedules and Reports), Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets, and Contractor shall submit to Owner an Application for Payment for the cost of the Work put in place during the period from the 15th Day of the previous month to the 15th Day of the current month, along with the Owner-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
2. Applications for Payment may include, but are not necessarily limited to the following:
   a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same.
   b. Up to 75 percent of the cost of equipment identified in paragraph 1.5F of this Section 01200 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by Owner.

c. Up to 50 percent of the cost of materials identified in paragraph 1.5F of this Section 01200 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.

3. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 00700 (General Conditions) and Section 01320 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.
4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01320 justifies denying the entire Application for Payment, or in Owner's discretion withholding amounts as described in paragraph 1.7E.10 of this Section 01200.
5. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Submit a monthly Change Order/CCD status log to Owner.
6. If Owner requires substantiating data, submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures.
7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

E. Progress Payments

1. Owner will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. Each Application for Payment may be reviewed by Owner and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by Owner pursuant to the Schedule of Values prepared in accordance with paragraph 1.7C of this Section 01200.
3. If it is determined that the Application for Payment is not proper and suitable for payment, Owner will return it to the Contractor as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
4. Pursuant to California Public Contract Code Section 20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of

Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.

5. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments.
7. Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
8. Granting of progress payment or payments by Owner, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory Work or material, though unsatisfactory character of Work or material may have been apparent or detected at time payment was made.
9. When Owner shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover Owner's charges against it, Owner shall have right to recover balance from Contractor or Sureties.
10. If Contractor fails to submit an acceptable Progress Schedule update, or fails to bring an acceptable Project Record Drawings update to Progress Payment Meeting, Owner will retain 5% of each Progress Payment amount thereafter (in addition to any other retention) until Owner's acceptance of a Progress Schedule update. This retention shall apply cumulatively.

1.8 FINAL PAYMENT

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Prior progress payments shall be subject to correction in the final payment. Owner's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00650 (Agreement and Release of Any and All Claims).

1.9 EFFECT OF PAYMENT

A. Payment will be made by Owner, based on Owner's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:
   1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
   2. Reviewed construction means, methods, techniques, sequences, or procedures;
   3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
   4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

1.10 CONTINGENCY RESERVE

A. Owner will authorize and direct Contractor regarding provisions in this paragraph 1.10.
B. Contingency Reserve Amount: as listed in Document 00520 (Agreement).
C. Cost shall be determined for CCD Work as provided in Section 01250 (Modification Procedures) or on a time-and-materials basis if agreed by Contractor and Owner.
D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1. Description of general procedural requirements for alterations, Modifications, and extras.

1.2 GENERAL

A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
B. Only Contractor or Owner may initiate changes in scope of Work or deviation from Contract Documents.
   1. Contractor may initiate changes by submitting RFIs, Notice of Differing Site Conditions, or Notice of Hazardous Waste or Materials Conditions.
      a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.
      b. Notices of Differing Site Conditions shall be submitted in accordance with Document 00700 (General Conditions).
      c. Notices of Hazardous Waste or Materials Conditions shall be submitted in accordance with Document 00700 (General Conditions).
   2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for administrative costs. Contractor shall be responsible for both Owner and its Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner's discretion, such costs may be deducted from progress payments or final payment.
   3. Owner may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
   4. Owner may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
   5. Owner may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by Owner only.

1.3 PROCEDURES

A. Cost Proposal and Procedures: Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to Owner for consideration a Cost

Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of costs of credits, deducts, and extras; and itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, Owner will act promptly thereon.

1. If Owner accepts a Cost Proposal, Owner will prepare Change Order for Owner and Contractor signatures.
2. If Cost Proposal is not acceptable to Owner because it does not agree with cost and/or time included in Cost Proposal, Owner will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01250, Contractor shall have seven Days in which to respond to Owner with a revised Cost Proposal.
3. When necessity to proceed with a change does not allow the Owner sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), Owner may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. Request for Information (RFI): Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner, using the form attached to this Section 01250 or using the Contractor interface for Owner's project management software. Contractor must submit time critical RFIs at least 30 Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

1. Owner will respond within 15 Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
2. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
3. If Contractor believes the response is incomplete, Contractor shall issue another RFI to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.
4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify Owner in writing within 15 Days after receiving the response. If Owner disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 Days. If Owner agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Supplemental Instruction: Owner may issue Supplemental Instruction to Contractor.

1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to Owner within 21 Days of receiving the Supplemental Instruction.

D. Construction Change Directives: If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Owner may issue a CCD with its estimated cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to Owner's CCD within 10 Days.
   1. Contractor's response must be any one of following:
      a. Return CCD signed, thereby accepting Owner's response, time, and cost.
      b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
      c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 Days.
   2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
      a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
      b. Unit prices stated in the Contract Documents or subsequently agreed upon.
      c. Cost to be determined in a manner agreed.
   3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
   4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01250.
   5. Pending final determination of cost to Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

E. Owner Requested RFP: Contractor shall furnish a Cost Proposal within 21 Business Days of Owner's RFP. Upon approval of Cost Proposal, Owner will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price, Owner may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

F. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the

execution of the Work pursuant to paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CCD.

G. Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste or Materials Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00700 (General Conditions), which shall govern. If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CCD.

H. All Changes:
   1. Documentation of Change in Contract Sum and Contract Time:
      a. Contractor shall maintain detailed records of Work performed on a time-and-material basis.
      b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
      c. Contractor shall, on request, provide additional data to support computations for:
         1) Quantities of products, materials, labor, and equipment.
         2) Taxes.
         3) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
         4) Credit for deletions from Contract, similarly documented.
      d. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
         1) Credit for deletions from Contract, similarly documented.
         2) Origin and date of claim.
         3) Dates and times Work was performed and by whom.
         4) Time records and wage rates paid.
         5) Invoices and receipts for products, materials, equipment, and subcontracts, similarly documented.

I. Correlation of Other Items:
   1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
   2. Contractor shall revise the Progress Schedules prior to the next monthly pay period.
   3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

J. Responses: For all responses for which the Contract Documents, including without limitation this Section 01250, do not provide a specific time period, recipients shall respond within a reasonable time.

1.4 COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether

arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.

B. Markup for Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01250)
   1. Markup for overhead and profit on labor for extra Work shall not exceed 15 percent.
   2. Markup for overhead and profit on materials for extra Work shall not exceed 15 percent.
   3. Markup for overhead and profit on owner-operated equipment for extra Work shall not exceed 15 percent.
   4. Markup for overhead and profit on equipment for extra Work shall not exceed 10 percent.
   5. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a 5 percent markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed percentages listed in paragraphs 1.4B.1, 1.4B.2, 1.4B.3, and 1.4B.4 immediately above.
   6. When extra Work is performed by a lower tier Subcontractor, Contractor, first tier Subcontractors, and lower tier Subcontractors shall divide (as mutually agreed) a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work.
   7. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of Contract tiers.
   8. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in this paragraph 1.4. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall apply.
   9. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

C. Taxes:
   1. All State sales tax, use tax, and Sonoma County and applicable City sales taxes shall be included.
   2. Federal and Excise tax shall not be included.

D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid as follows:
   1. Payment for cost of equipment will be made at no more than rates of such equipment established in paragraph 1.5C of this Section 01250.
   2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.
   3. Invoices for owner-operated equipment need not itemize labor and equipment costs, unless specifically requested by Owner. In any event, the total rate for owner-operated equipment shall not exceed the combined rates for labor and equipment listed in paragraphs 1.4D.1 and 1.4D.2 above.

E. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or accepts a CCD, but must do so expressly in a writing delivered

concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 (General Conditions) no later than 30 Days of Contractor's first written notice of its intent to reserve rights.

1.5 COST BREAKDOWN

A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:
   1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
   2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5A.1 of this Section 01250, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in Caltrans official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
   1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
   2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
   3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5B.1 of this Section 01250.

C. Equipment: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in Caltrans official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Payment will not be made for time in which equipment is inoperative due to breakdowns.

1. For Contractor or Subcontractor –owned equipment on Site, payment for equipment use will be for time equipment is in operation on extra Work being performed or on standby as approved by Owner.
2. For rented equipment on Site, the following shall be used in computing rental time of equipment:
   a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
   b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
3. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   a. Owner will pay for costs of loading and unloading equipment.
   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
   d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
4. For rented equipment, rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services: When Owner and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.6 FORCE-ACCOUNT WORK

A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for

Force-Account Work or at the negotiated cost, as determined by Owner. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01250.

B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between Owner and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. Owner may approve other uses of Force-Account Work.

C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Owner each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Owner when 75 percent of the NTE amount has been expended.

E. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of Owner, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 OWNER-FURNISHED MATERIALS

A. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.8 OVERHEAD DEFINED FOR MODIFICATIONS

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:
   1. Drawings: field drawings, Shop Drawings, as-builts, etc., including submissions of drawings
   2. Routine field inspection of Work proposed
   3. General superintendence
   4. General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary
   5. Computer services
   6. Reproduction services
   7. Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries
   8. Janitorial services
   9. Temporary on-Site facilities:
      a. Offices
      b. Telephones
      c. Plumbing
      d. Electrical: Power, lighting

e. Platforms
f. Fencing, etc.
g. Water
h. Sanitation

10. Home office expenses
11. Insurance and Bond premiums
12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
13. Surveying
14. Estimating
15. Protection of Work
16. Handling and disposal fees
17. Final cleanup
18. Other incidental Work

1.9 RECORDS AND CERTIFICATION

A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size, type, and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.

C. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for Modification of Contract, including Force-Account Work and CCD Work.

D. Further, Owner will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records and Escrow Bid Documents, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of Owner shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00700 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL AND REQUEST FOR INFORMATION (RFI) FORMS FOLLOW ON NEXT PAGE

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COST PROPOSAL (CP)

South Park County Sanitation District Biwana Drive Collection System Replacement
Contract Number 70-1-7 #7

CP Number: _____
Date: _____
In Response To _____
RFP #, etc.

To: South Park County Sanitation District
Attention: Contract Administration/Inspection
c/o Sonoma County Water Agency
404 Aviation Boulevard, Santa Rosa, CA 95403
Santa Rosa, CA 95406-1628
Phone: (707) 524-3786 Fax: (707) 524-3791

Subject Ref. No: _____
(for Project Manager use only)

From: [Insert Contractor's Name/Address]
_____
_____

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].
Brief description of change(s): _____
_____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
DIRECT LABOR COST						
EQUIPMENT						
Other (Specify)						
Total Cost						
Subcontractor's Markup for Overhead and Profit 15 percent						
Contractor's Markup for Overhead and Profit 15 percent (Labor and Materials)						
Contractor's Markup for Overhead and Profit 10 percent (Equipment Rental)						
Markup for Overhead and Profit to Contractor for Subcontractor's Work 5 percent						
GRAND TOTAL						
(percent of Total Cost above not including any Markup for Overhead and Profit) [Grand Total divided by Total Cost]						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)	

By Contractor: _____ Signature: _____ Date: _____

REQUEST FOR INFORMATION (RFI)

South Park County Sanitation District Biwana Drive Collection System Replacement
Contract Number 70-1-7 #7

RFI Number: _____
Date Submitted: _____

To: South Park County Sanitation District
Attention: Contract Administration/Inspection
c/o Sonoma County Water Agency
404 Aviation Boulevard, Santa Rosa, CA 95403
Santa Rosa, CA 95406-1628
Phone: (707) 524-3786 Fax: (707) 524-3791

From: [Insert Contractor's Name/Address]

Subcontractor: [Insert Sub's Name]

Spec Section or Drawing Reference No.:

CONTRACTOR'S QUESTION

Contractor's Signature: Date:

Date Response Required:	Reference to Activity on Progress Schedule:

OWNER'S RESPONSE

Owner's Signature: Date:

SECTION 01315

PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Descriptions of the required Project meetings for the Work. These meetings include:
      a. Post-Notice of Award Meeting
      b. Schedule Review Meetings
      c. Preconstruction Conference
      d. Monthly Progress Meetings
      e. Progress Payment Meetings
      f. Optional Submittal Review Meeting
      g. Special Meetings
      h. Safety Meetings

1.2 POST-NOTICE OF AWARD MEETING

A. Owner will call for and administer a Post-Notice of Award Meeting at time and place to be announced.
B. Contractor's general superintendent, Contractor's foreman, preparer of Safety Program, preparer of SWPPP, if applicable, and all major Subcontractors shall attend this meeting.
C. Agenda will include, but not be limited to, discussion of requirements for the following items:
   1. Insurance
   2. Bonds
   3. Owner's ISO Program and Contractor Requirements
   4. Notice to Proceed
   5. Commencement of Contract Time
   6. Start of Work at Site
   7. Contractor's Initial and Original Schedule
   8. Contractor's Schedule of Values
   9. Contractor's Schedule of Submittals
   10. Submittal and RFI procedures
   11. Safety Program
   12. SWPPP, if applicable
   13. Permits
   14. Name of Owner's Representative
   15. Other items as appropriate
D. Owner will distribute minutes of Post-Notice of Award Meeting to attendees. Attendees shall have 5 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Post-Notice of Award Meeting.

1.3 SCHEDULE REVIEW MEETINGS

A. Within 30 Days of issuance of Notice to Proceed, meet with Owner and conduct initial review of Contractor's draft Schedule of Submittals, draft Schedule of Values, and Initial Schedule.
B. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
C. Contractor shall, within 30 Days from the commencement of Contract Time and prior to commencement of Work at the Site, meet with Owner to review the Original Progress Schedule and construction schedule submittals.
   1. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a continuous one-Day period.
   2. Owner's review will be limited to submittals' conformance to Contract Documents requirements including, but not limited to, coordination requirements. Owner's review may also include:
      a. Clarifications of Contract Requirements
      b. Directions to include activities and information missing from submittals
      c. Requests to Contractor to clarify its schedule
   3. Within 5 Days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by Owner at the meeting.
D. Owner will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have 5 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

1.4 PRECONSTRUCTION CONFERENCE

A. Owner will call for and administer Preconstruction Conference at time and place to be announced.
B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.
C. Agenda will include, but not be limited to, the following items.
   1. Revised/updated schedules
   2. Personnel and vehicle permit procedures
   3. Use of premises
   4. Location of the Contractor's on-Site facilities
   5. Security
   6. Housekeeping
   7. Inspection and testing procedures, on-Site and off-Site
   8. Utility shutdown procedures
   9. Control and reference point survey procedures
   10. Safety Program
   11. Jurisdictional agency requirements
   12. Other items as appropriate
D. Owner will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.5 MONTHLY PROGRESS MEETINGS

A. Owner will schedule and administer monthly progress meetings throughout duration of Work. Progress meetings will be held monthly on approximately the 20th of each month.
   1. Meetings shall be held at Contractor's on-Site office unless otherwise directed by Owner.
   2. An Owner Representative will prepare agenda and distribute it at the meeting to Contractor.
   3. Contractor's general superintendent shall attend these meetings.
   4. Owner will record. Approximately 7 Days after meeting, Owner will distribute minutes to Contractor, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

B. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. Contractor's job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate shall attend progress meetings.

C. Agenda will contain the following items, as appropriate:
   1. Review, revise as necessary, and approve previous meeting minutes
   2. Review of Work progress since last meeting, including percent complete of each activity
   3. Review of the schedule update submittal
      a. Time impact evaluations for Change Orders and Time Extension Request
      b. Actual and anticipated activity sequence changes
      c. Actual and anticipated duration changes
      d. Actual and anticipated Contractor delays
   4. Review the Application for Payment
   5. Status of Construction Work Schedule, delivery schedules, adjustments
   6. Submittal, RFI, and Change Order status
   7. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
   8. Other items affecting progress of Work

1.6 PROGRESS PAYMENT MEETINGS

A. Prior to official application for Payment submission, a meeting will be held on approximately the 20th of each month to review the Application for Payment.
   1. At this meeting, the following items will be reviewed:
      a. Percent complete of each activity
      b. Project Schedule
      c. Hard-copy updates of the Project Record Drawings (Field Set)
   2. Contractor's general superintendent shall attend these meetings.

1.7 OPTIONAL SUBMITTAL REVIEW MEETING

A. At Owner or Contractor's request, in order to facilitate the timeliness of the review process, Owner may schedule a meeting to review the materials submitted.
   1. Request a meeting date with Owner at least 10 Business Days in advance.
   2. Provide complete package of Submittals at least 10 Business Days in advance of the meeting.
   3. The meeting shall take place at Owner's office. Owner will provide the authorized staff to review Submittals during the meeting.

4. Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, protective coating manufacturer's representative (if applicable), and someone knowledgeable of all Submittals and authorized to make substitutions or changes.

1.8 ISO TRAINING MEETINGS

A. Owner will conduct on-Site ISO awareness training during the first weekly toolbox safety talk conducted for the Project and as needed thereafter as additional Contractor and Subcontractor staff become active on-Site.

1.9 SPECIAL MEETINGS

A. Owner or Contractor may call special meetings by notifying all desired participants and Owner 5 Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
B. At any time during the progress of Work, Owner shall have authority to require Contractor to attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.
C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00700 (General Conditions). Contractor shall give Owner 5 Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

1.10 SAFETY MEETINGS

A. Conduct monthly Contractor Safety Committee meetings.
B. Conduct weekly toolbox safety talks.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01320

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.1 SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 01320.
   1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and Project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 01320.
   2. The Schedule shall be cost-loaded based on Schedule of Values as approved by Owner.
   3. Submit schedules and reports as specified in Document 00700 (General Conditions).

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

C. Contractor's obligations under this Section 01320 are hereby deemed material obligations justifying Owner's remedies for default if Contractor fails to perform. Nothing in this paragraph 1.1.C of this Document 01320 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.

D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

1.2 GENERAL

A. Progress Schedule shall be based on and incorporate Milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each Milestone shown on Progress Schedule shall adhere to times in Document 00520 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Change Order shall formalize any such agreement.
   1. Owner is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
   2. Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
   3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by Owner, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both Owner and Contractor.
   4. Project Float Ownership: Neither Owner nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of any Substantial Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion date.
      a. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the Project Float and Party B later uses remainder of the

Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.

b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the Project Float and additional Project Float remained; therefore, the Substantial Completion Date was unaffected.

C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

E. Transmit each item using form approved by Owner or following Section 01330 (Submittal Procedures).

1. Identify Project with the Owner Contract number, and name of Contractor.
2. Provide space for Contractor's approval stamp and Owner's review stamps.
3. Submittals received from sources other than Contractor will be returned to Contractor without Owner's review.

1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted within 21 Days after issuance of Notice to Proceed for review at the initial Schedule Review Meeting shall serve as Contractor's schedule for up to 30 Days after the commencement of Contract Time.

1. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days after commencement of Contract Time of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

B. Contractor shall submit its Original Schedule for review no later than first Application for Payment and prior to commencement of Work at the Site. Original Schedule and all updates shall comply with all standards herein.

C. All Schedules shall be time-scaled.

D. All Schedules shall be cost- and resource-loaded. Accepted cost- and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 30 Days.

E. Except as otherwise expressly provided in this Section 01320, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and updates) within seven Days after each Schedule has been submitted to Owner.

1. Owner's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and Milestone requirements).
2. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Schedule if requested by Owner.

F. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written TIE in accordance with paragraph 1.8 of this Section 01320. The TIE shall be based on the most current update of the Schedule.

1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Each Schedule (Initial, Original, and updates) shall indicate all separate submittals, fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
   1. All Contractor, Subcontractor, and assigned Contractor Work shall be shown in a logical Work sequence that demonstrates a coordinated plan of Work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
   2. Incorporate Schedule of Submittals into each Schedule.
   3. Activities related to the delivery of Contractor- and Owner-furnished equipment to be Contractor-installed per Contract shall be shown.
   4. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site Work) and Contractor/Subcontractor responsibility to which they pertain.
   5. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.
   6. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, Project Float, resources, predecessor and successor activities, planned workday/week for the activity, manpower loading, and scheduled/actual progress payments.

B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all Work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

D. A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly.

E. Prepare schedule using Microsoft® Office Project, Primavera Contractor®, or Primavera Project Planner® (P3®) software for all scheduling, including schedule updates.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.
   1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
   2. Each update shall continue to show all Work activities including those already completed. Completed activities (shown in blue) shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. A meeting will be held in accordance with Section 01315 (Project Meetings) to review the Schedule update submittal. Submit Schedule updates monthly, 7 Days prior to the Monthly Progress Meeting.

C. Within five Days after monthly Schedule update meeting, submit the updated Schedule.

D. Within five Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.
   1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment.
   2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

E. Updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Contractor under this Contract, nor Owner's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or Milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

1.6 SCHEDULE REVISIONS

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update meeting. Clearly show and discuss any changes in the critical path.

C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three Days, provide Owner with a complete written narrative response to Owner's request.

D. If Owner does not accept Contractor's revision, and Contractor disagrees with Owner's position, Contractor has seven Days from receipt of Owner's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of Owner's written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner's position, and Contractor waives its rights to subsequently dispute or file a claim regarding Owner's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in Document 00700 (General Conditions), Article 12.

E. At Owner's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.7 RECOVERY SCHEDULE

A. If a Schedule update shows a Substantial Completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to Owner within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner reasonably requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes,

duration changes, added/deleted activities, critical path changes and identify all near critical paths and man-hour loading assumptions for major Subcontractors.

B. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.
C. If Owner does not accept Contractor's revisions, Owner and Contractor shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Section 01320.
D. At Owner's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.8 TIME IMPACT EVALUATION (TIE) FOR CHANGE ORDERS AND OTHER DELAYS

A. When Contractor is directed to proceed with changed Work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
B. Comply with the requirements of paragraph 1.8A of this Section 01320 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
C. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update.
D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00700 (General Conditions).

1.9 TIME EXTENSIONS

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00700 (General Conditions).
B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate Owner-caused time impact. Submit mitigation plan to Owner within 14 Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
D. No time will be granted under the Contract Documents for cumulative effect of changes.
E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

1.10 PROJECT STATUS REPORTING

A. In addition to submittal requirements for scheduling identified in this Section 01320, provide a monthly Project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10 below.

B. Prepare monthly written narrative reports of status of Project for submission to Owner. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
2. Progress made on critical activities indicated on each Schedule, including inspections.
3. Explanations for any lack of Work on critical path activities planned to be performed during last month.
4. Explanations for any schedule changes, including changes to logic or to activity durations.
5. List of critical activities scheduled to be performed during the next month.
6. Status of major material and equipment procurement.
7. Any delays encountered during reporting period.
8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
   a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
   b. Explain all variances and mitigation measures.
9. Contractor may include any other information pertinent to status of Project. Include additional status information requested by Owner at no additional cost.
10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Description of general requirements for Submittals for the Work, as applicable:
      a. Procedures
      b. Schedule of Submittals
      c. Safety Program
      d. Progress Schedule
      e. Product Data
      f. Shop Drawings
      g. Samples
      h. Coordination Drawings (If Applicable)
      i. Quality Assurance/Control Submittals
         1) Design Data
         2) Test Reports
         3) Certificates
         4) Manufacturers' Instructions
         5) Work Plans
      j. Installation, Operation, and Maintenance Manual
      k. Project Record Documents
      l. Storm Water Pollution Prevention Program
      m. Delay of Submittals

1.2 PROCEDURES

A. Submit at Contractor's expense the Submittals required by the Contract Documents.
B. Submit Submittals to Owner in accordance with accepted Schedule of Submittals. If no such schedule is agreed upon, then all Submittals shall be submitted within 35 Days after receipt of Notice of Award from Owner.
C. Transmit each item with the appropriate Submittal transmittal form (included at the end of this Section 01330). Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Organize Submittals by Specification Section. Submittals containing information about more than one Specification Section will be returned for resubmittal. Submittals shall include all information requested by each Specification Section. Incomplete Submittals will be returned not reviewed by Owner.
D. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the materials and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes specified in this Section 01330. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the Submittal.

E. At the time of each submission, give Owner specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to Owner for review and approval of each such variation. If Owner accepts deviation, Owner will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.

F. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
   1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
   3. All information relative to Contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

G. Contractor's submission to Owner of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of this Section 01330, with respect to Contractor's review and approval of that Submittal.

H. Designation of Work "by others," if shown in Submittals, shall mean that Work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

I. After review by Owner of each Submittal, an electronic copy of each Submittal will be returned to Contractor with actions defined as follows:
   1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
   2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
   3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.
   4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

J. Make a complete and acceptable Submittal at least by second submission. Owner reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission per paragraph 1.2T. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first resubmittal, following a Submittal which Owner determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above.

K. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and

completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

L. Unless otherwise specified, Owner's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

M. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

N. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.

O. After Owner's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
   1. Begin no fabrication or Work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar Work.
   2. Normally, Submittals will be processed and returned to Contractor within 30 Days of receipt.

P. Distribute reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

Q. All Submittals shall be number-identified by Contractor, prior to submission to Owner, in accordance with Owner's numbering format. Owner will provide Contractor with sample numbering format.

R. Submission Requirements:
   1. Deliver Submittals to Owner at least 30 Days before dates reviewed Submittals will be needed.
   2. Initial Submittal of Installation, Operation, and Maintenance Manual shall be:
      a. 45 Days after the date Submittal(s) that pertain to the item are favorably reviewed; and
      b. Prior to start-up and testing of the applicable product or equipment.

3. The following table lists the number of initial Submittals required from Contractor for each type of submission and to whom Contractor shall distribute the information. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

Submittal	**Contractor Submittal**	
	# of Hard copies/ Prints/ Samples	Electronic copy
Items Go To →	Owner	Owner
Schedule of Submittals	1	✓
Construction Material Waste Management Plan	1	✓
Monthly Progress Reports for Construction Material Waste Management Plan	1	✓
Safety Program	1	✓
Fire Protection Plan	1	✓
Progress Schedule	1	✓
Product Data	1	✓
MSDSs	1	✓
Shop Drawings	1	✓
Drawings or any documents larger than 11″ x 17″	2	✓
Samples	4	-
Coordination Drawings	1	✓
Quality Assurance/Control Submittals:		
Design Data	1	✓
Test Reports	1	✓
Certificates	1	✓
Manufacturers' Instructions	1	✓
Work Plans	1	✓
Installation, Operation, and Maintenance Manuals (initial submittal)	1	✓
Installation, Operation, and Maintenance Manuals (final submittal)	4	✓
Major Products List	1	✓
Storm Water Pollution Prevention Program	1	✓
Other Documents	1	✓

4. Accompany each copy of the Submittal(s) with a Submittal transmittal form, containing:
   a. Date, revision date, and Submittal identification number.
   b. Project name and Owner's Contract number.
   c. Contractor's name, address, and job number.
   d. Specification Section number clearly identified.
   e. The quantity of Shop Drawings, Product Data, or Samples submitted.
   f. Notification of deviations from Contract Documents.

g. MSDS for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
h. Other pertinent data.

5. Submittal shall include:
   a. Date and revision dates.
   b. Revisions, if any, identified.
   c. Project Name and Contract number.
   d. The names of:
      1) Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
   e. Identification of product material by location within the Project.
   f. Relation to adjacent structure or materials.
   g. Field dimensions, clearly identified as such.
   h. Specification Section number and applicable detail reference number and Drawing number.
   i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
   j. A blank space, on the first sheet of each Submittal set, 5" x 4" for the Owner's stamp.
   k. Identification of deviations from Contract Documents.

S. Resubmission requirements:
   1. Shop Drawings:
      a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
      b. Indicate on Shop Drawings any changes that have been made other than those requested by Owner.
   2. Product Data and Samples:
      a. Submit new Product Data and Samples as required for initial Submittals.
   3. Installation, Operation, and Maintenance Manual:
      a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

T. Charge for resubmissions:
   1. One re-examination of Contractor's Submittals that have been returned for correction or replacement will be included in Owner's budget. Any additional re-examination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through Owner. Contractor shall pay Owner (or Owner may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed Owner.

1.3 SCHEDULE OF SUBMITTALS

A. Submit a preliminary Schedule of Submittals as required herein and by Document 00700 (General Conditions). Utilize Owner's Submittal Log form to prepare Schedule of Submittals. Owner's Submittal Log form will be provided to Contractor in electronic media format compatible with Microsoft® Excel 2000.

B. Schedule of Submittals will be used by Owner to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

C. Schedule of Submittals will be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.

D. Unless otherwise specified, transmit Submittals for associated items simultaneously to ensure that information is available for checking each item when it is received. Identify on the Submittal transmittal form that such Submittals should be reviewed together.

1.4 CONSTRUCTION MATERIAL WASTE MANAGEMENT PLAN

A. Submit Construction Material Waste Management Plan specific to these Contract Documents as required by Section 01405 (Construction Material Waste Management Plan).

1.5 SAFETY PROGRAM

A. Submit Safety Program specific to these Contract Documents as required by Section 01540 (Site Security and Safety).

1.6 PROGRESS SCHEDULE

A. See Section 01320 (Progress Schedules and Reports) for schedule and report requirements. Section 01320 (Progress Schedules and Reports) shall control in any conflict with this Section 01330.
B. Progress schedules, schedule updates, and reports shall be submitted using software described in paragraph 1.4E of Section 01320 (Progress Schedules and Reports). Electronic files shall be complete copies, including all programs and electronic coding.

1.7 PRODUCT DATA

A. Within ten Days after Contract Time commences to run, submit complete list of major products proposed for use (included at the end of this Section 01330), with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate data by Specification Section.
B. Product or Catalog Data:
   1. Manufacturers' standard drawings shall be modified to delete non-applicable data or include applicable data.
   2. Manufacturers' catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data:
      a. Mark each copy to identify pertinent materials, products, or models.
      b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
   3. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
   4. Material Safety Data Sheets:
      a. In addition to MSDSs otherwise required by the Contract Documents, submit MSDSs for any products containing a hazardous substance such as paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, sealants, equipment fuel, equipment lubricant, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
      b. MSDSs must be submitted with Product Data Submittal in order for the Submittal to be reviewed.
C. Supplemental Data:
   1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

1.8 SHOP DRAWINGS

A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
B. The electronic copy will be marked with Owner's review comments and returned to Contractor.
C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
D. Include manufacturers' installation instructions when required by Specification Section.
E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, Owner will not be obliged to review them.
F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
G. Shop Drawings shall be drawn to scale and completely dimensioned, showing plan view together with such sectional views as are necessary to clearly show construction detail, materials, and methods.

1.9 SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for Owner's selection.
B. Submit Samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing Work.
C. Include identification on each Sample, giving full information.
D. Sizes: Unless otherwise specified, provide the following:
   1. Paint Chips: Manufacturers' standard
   2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
   3. Linear Products: Minimum 6 inches, maximum 12 inches long
   4. Bulk Products: Minimum 1 pint, maximum 1 gallon
E. Full size Samples may be used in Work upon approval by Owner.
F. Field Samples and Mock-ups (if applicable):
   1. Erect field Samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
   2. Modify or make additional field Samples and mock-ups as required to provide appearance and finishes approved by Owner.
   3. Approved field Samples and mock-ups may be used in Work upon approval by Owner.
   4. Construct or prepare as many additional Samples as may be required, as directed by the Owner, until desired textures, finishes, and/or colors are obtained.
   5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of Work.
G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.
I. Samples will not be returned to Contractor.

1.10 COORDINATION DRAWINGS (IF APPLICABLE)

A. Layout Drawings: As soon as practical and in no case starting later than 30 Days after issuance of Notice to Proceed, Contractor shall prepare layout drawings of all equipment and piping at not less than ¼" scale. The layout drawings shall show the location of all equipment as well as locations of all valves, piping, fittings, and other items requiring access for service and maintenance. The layout drawings shall also show beams, ceiling heights, walls, floor-to-floor dimensions, columns, doors and other major architectural and structural drawings.
   1. At Contractor's option, the layout drawings may be produced using computer-aided drafting.

B. Coordination with Subcontractors: Within 30 Days after the date of the Notice to Proceed, send one reproducible and two prints of the layout drawings to Subcontractors who shall then make on the reproducible their own routings, etc., as required to determine interrelationship and possible interferences with mechanical equipment, piping and architectural or structural features. The marked-up reproducibles shall then be returned to Contractor no less than 30 Days after receipt by the Subcontractors.

C. Composite Drawings: Contractor shall prepare preliminary composite drawings of such layout drawings, incorporating all the information and routings provided by the Subcontractors. (At Contractor's option, a group of transparent overlays may be substituted, provided that they clearly show the relationship of all proposed installations and they are pin-registered/aligned.)
   1. The preliminary composite drawings or the overlays shall be reviewed during a series of meetings called by Contractor and attended by Owner, at which all Subcontractors and trades shall be represented in order to review and resolve any real or apparent interferences or conflicts.

D. Agreement by Subcontractors: After all conflicts or interferences are resolved, Contractor shall develop a final set of composite drawings showing the agreed-upon routing, layout and juxtaposition of all , piping, major conduit, valves, panels, controls, lighting fixtures and all major mechanical and electrical installations. In areas where no mechanical and electrical installations are installed, each Subcontractor shall be responsible for its own Work and pay its own costs in connection therewith. In preparation of all the final composite drawings, large scale details as well as cross and longitudinal sections shall be prepared as required to fully delineate all conditions. Particular attention shall be given to the locations, size, and clearance dimensions of equipment items, shafts, and similar features. These final composite drawings shall then be signed off by Subcontractors and Contractor, indicating their awareness of and agreement with the indicated routings and layouts and their interrelationship with the adjoining or contiguous Work. Thereafter, no unauthorized deviations will be permitted and, if made without knowledge or agreement of Owner, such unauthorized Work will be subject to removal and correction at no additional cost to Owner.

E. Minor Changes: In preparing the composite drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated without Owner's written approval. No changes shall be made in any wall or chase locations, ceiling heights, door swings or locations, window or other openings or other features affecting the function or aesthetic effect of the building. If conflicts or interferences cannot be satisfactorily resolved, Owner shall be notified and Owner's decision obtained.

F. Distribution of Composite Drawings: After the final composite drawings have been agreed upon and signed by all Subcontractors, provide and distribute [#] prints to each of the Subcontractors for reference and record purposes. Make similar distribution of all supplementary composite drawings, initiated by other Subcontractors. Also provide final composite drawings to Owner. All Subcontractors desiring additional prints of such drawings, beyond the basic distribution indicated above in this paragraph 1.9F, shall arrange for and pay the cost of same.

G. Record Composite Drawings: The record copies of the final composite drawings shall be retained by Owner, Contractor, and each Subcontractor as a working reference. All Shop Drawings, prior to their Submittal to Owner, shall be compared with the composite drawings and developed accordingly by Contractor and the responsible Subcontractor. Any revisions to the composite drawings that may become necessary during the progress of the Work shall be noted by Contractor and all Subcontractors and shall be neatly and accurately recorded on the record copies. Contractor and each Subcontractor shall be responsible for the up-to-date maintenance of Subcontractor record copies of the composite drawings and for keeping two copies available at the Site. Contractor and each Subcontractor shall utilize the composite drawings, and any subsequent changes thereto, in the development of Subcontractor "Project Record Documents" drawings.

H. Timely Submission: The composite drawings need not be submitted as a whole, but shall be submitted in all cases in ample time to avoid construction delay. The coordination drawings may lack complete data in certain instances pending receipt of Shop Drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the composite drawings.

I. Improperly Coordinated Work: No extra compensation will be paid for relocating any duct, pipe, conduit, or other material that has been installed without proper coordination between Contractor and all Subcontractors involved. If any improperly coordinated Work or Work installed that is not in accordance with the approved composite drawings, necessitates additional Work by Contractor or other Subcontractors, the costs of all such Work shall be borne solely by Contractor or the Subcontractor responsible for the Work.

J. Incorporation of Changes: All changes in the scope of Work due to revisions formally issued and approved shall be shown on the composite drawings.

K. Quality Draftsmanship: All Work on Shop Drawings, layout drawings, coordination drawings, and composite drawings shall be performed by competent drafters and shall be clear and fully legible. Owner shall be the sole judge of the acceptability of the drawings.

L. Structural Cutting: Obtain specific positive written instructions from Owner before cutting beams or other structural members, walls, arches, or lintel, and comply with such instructions.

1.11 QUALITY ASSURANCE/CONTROL SUBMITTALS

A. Design Data:
   1. Indicate that material or product conforms to or exceeds specified requirements.

B. Test Reports:
   1. Indicate that material or product conforms to or exceeds specified requirements.
   2. Reports may be from recent or previous tests on material or product, but shall be acceptable to Owner. Comply with requirements of each individual Specification Section.

C. Certificates:
   1. Indicate that material or product conforms to or exceeds specified requirements.

2. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or from previous test results on material or product, but shall be acceptable to Owner.

D. Manufacturers' Instructions:
1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

E. Work Plans:
1. Submit work plans with sufficient detail to clearly indicate compliance with Specification requirements and to clearly describe by what means and methods Contractor intends to execute the subject Work.

1.12 INSTALLATION, OPERATION, AND MAINTENANCE MANUAL (IF APPLICABLE)

A. Sheet Size: 8½ x 11 inch
B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
C. Binding: Bind in heavy-duty white vinyl D-ring binders (locking rings), not more than 3" thick, with standard three-hole punch, two inside pockets, and a clear overlay (front pocket). Binder shall be no more than 80% full.
D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
E. Volumes: create volumes, numbered sequentially, as appropriate.
F. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
G. Binder title: Include the following title on front and spine of binder(s):

SOUTH PARK COUNTY SANITATION DISTRICT
BIWANA DRIVE COLLECTION SYSTEM REPLACEMENT
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, [YEAR]
VOLUME [__(number) of __(total number of volumes)]

H. Contents:
1. Introductory Information:
   a. Title page providing the same information as paragraph 1.11G above
   b. Contractor's name, address, and telephone number
   c. Table of Contents: include a complete table of contents in each volume, if applicable
2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
   a. Bill of materials: include manufacturer, complete model number, quantity, and equipment location.
   b. Operational information:
      1) Equipment function, normal operating characteristics, limiting operations.
      2) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
      3) A list of recommended spare parts with a price list, predicted life of parts subject to wear, and a list of spare parts provided under this Contract.
      4) Instrumentation or tag numbers relating the equipment back to the Contract Documents.

c. Maintenance information:
   1) Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
   2) Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
   3) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
   4) Test data and performance curves.
   5) Parts lists or other documents packed with equipment when delivered.
   6) Instrumentation or tag numbers relating the equipment back to the Contract Documents.
d. Troubleshooting guide.
e. Delete information that is not pertinent to the Project.

3. Index: alphabetical by keyword

I. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by Owner, deliver the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies.

1.13 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents as required by Section 01780 (Project Record Documents).

1.14 STORM WATER POLLUTION PREVENTION PROGRAM (IF APPLICABLE)

A. Submit Storm Water Pollution Prevention Program if required by Section 01500 (Temporary Facilities and Controls).

1.15 DELAY OF SUBMITTALS

A. Delay of Submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TRANSMITTAL FORMS FOLLOW THIS PAGE

SUBMITTAL, TRANSMITTAL NO. _____

Project Name: South Park County Sanitation District Biwana Drive Collection System Replacement	Date Received:
Owner: South Park County Sanitation District Attention: Mathew Vail 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Checked By:
Contractor: Address: Attention:	Log Page: Specification Section Number: 1st Submittal ☐ Resubmittal ☐

By Date

Contractor's signature above shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents with respect to Contractor's review and approval of Submittals.

Date Transmitted:	Previous Transmittal Date:

No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

A – No Exceptions Taken
B – Make Corrections Noted (No Resubmission Required)
C – Revise as Noted and Resubmit

D – Rejected - Resubmit
1. Not enough information for review
2. No reproducibles submitted
3. Copies illegible
4. Not enough copies submitted
5. Wrong sequence number
6. Wrong resubmittal number
7. Wrong Specification section number
8. Wrong form used
9. See comments

Comments:

By Date

INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, TRANSMITTAL NO. _____

Project Name: South Park County Sanitation District Biwana Drive Collection System Replacement	Date Received:
Owner: South Park County Sanitation District Attention: Mathew Vail 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Checked By:
Contractor: Address: Attention:	Log Page: Specification Section Number: 1st Submittal ☐ Resubmittal ☐

By Date

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Date Transmitted:	Previous Transmittal Date:

No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

A – No Exceptions Taken

B – Make Corrections Noted (No Resubmission Required)

C – Revise as Noted and Resubmit

D – Rejected - Resubmit– this manual Submittal is deficient in the following area:

1. Equipment record sheets
2. Functional description
3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions
4. Operating instructions

D – (continued)

5. Lubrication and maintenance instructions
6. Troubleshooting guide
7. Parts list and ordering instructions
8. Organization (indexing and tabbing)
9. Wiring diagrams and schematics specific to installation
10. Outline, cross section, and assembly diagrams
11. Test data and performance curves
12. Tag or equipment identification numbers
13. See comments

Comments:

By Date

SECTION 01405

CONSTRUCTION MATERIAL WASTE MANAGEMENT PLAN

PART 1 GENERAL

1.1 CONSTRUCTION MATERIAL WASTE MANAGEMENT PLAN

A. Submit Construction Material Waste Management Plan that includes, but is not limited to:
   1. Management monitoring program that includes, at a minimum, multiple recyclables containers.
   2. Current recycling program used by each material supplier for materials listed in Divisions 1-16.
   3. Estimate of on-Site material reuse (native fill) in tons.
   4. Completed Self-Certification of Compliance for Contractor and each listed Subcontractor. Self-Certification of Compliance form is included at the end of this Section 01405.

B. Submit monthly progress reports updated with waste management log that includes which material containers have been removed, how many have been removed, and the weight of those containers.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SELF-CERTIFICATION OF COMPLANCE WITH CONTRUCTION MATERIAL WASTE PLAN

Firm Name: _____ Phone: _____

Address: _____

Principal Service or Product: _____

☐ Prime Contractor ☐ Supplier of Material/Service

☐ Subcontractor ☐ Broker

☐ Sole Ownership ☐ Corporation

☐ Partnership ☐ Joint Venture

I, Contractor/Subcontractor, hereby certify that I have read and understood, and agree to adopt and implement, the approved Construction Waste Management Plan for the South Park County Sanitation District Biwana Drive Collection System Replacement Project.

Certified by:

Name:_____ Title:_____

Signature:_____ Date:_____

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes: regulatory requirements that may be applicable to Contract Documents.
B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations, or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used.
B. Conform to referenced codes, laws, ordinances, rules and regulations.

1.3 CODES

A. Codes that apply to Contract Documents include, but are not limited to, the following:
   1. CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
   2. CEC (Part 3, Title 24, CCR)
   3. CMC (Part 4, Title 24, CCR)
   4. CPC (Part 5, Title 24, CCR),
   5. State Elevator Safety Regulations (Part 7, Title 24, CCR)
   6. UBC
   7. UPC
   8. UMC
   9. NEC
   10. Sonoma County Code

1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
   1. Federal:
      a. Americans With Disabilities Act of 1990

   b. 29 CFR, Section 1910.1001, Asbestos
   c. 40 CFR, Subpart M, National Emission Standards for Asbestos
   d. Executive Order 11246
   e. Federal Endangered Species Act
   f. Clean Water Act
2. State of California:
   a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
   b. California Public Contract Code
   c. California Health and Safety Code
   d. California Government Code
   e. California Labor Code
   f. California Civil Code
   g. California Code of Civil Procedure
   h. CPUC General Order 95, Rules for Overhead Electric Line Construction
   i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
   j. Cal/OSHA
   k. OSHA: Hazard Communications Standards
   l. California Endangered Species Act
   m. Water Code
   n. Fish and Game Code
3. State of California Agencies:
   a. State and Consumer Services Agency
   b. Office of the State Fire Marshall
   c. Office of Statewide Health Planning and Development
   d. Department of Fish and Game
   e. Bay Area Air Quality Management District
   f. San Francisco Bay Regional Water Quality Control Board
   g. North Coast Regional Water Quality Control Board
      1) Order No. 93-61
      2) Order No. 81-73
      3) Clean Water Act Section 401
4. County of Sonoma:
   a. Ordinance 3836R
   b. Building permit
   c. Electrical permit
   d. Grading permit
   e. Encroachment permit
   f. Valley Oak Protection Ordinance
5. Local Agencies:
   a. Applicable City Ordinances
   b. Northern Sonoma County Air Pollution Control District
6. Other Requirements:
   a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
   b. References on Drawings or in Specifications to "code" or "building code" not otherwise identified shall mean the codes specified in this Section 01410, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

B. Have access to all of the foregoing within 24 hours.
C. Other Applicable Laws, Ordinances and Regulations:
   1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
   2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
   3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the Bids.
D. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105 (d)(2)) applies to all contract procedures for changes, time extensions, change orders (time and money), and claims, and per California Government Code Section 930.2, et seq., Contractor's timely compliance with these procedures is a mandatory prerequisite to filing a Government Code Claim. Any change, alteration, modifications, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed Change Order approved by the Board. Federal construction law (U.S. v. Holspuch 326 U.S. 234) and the jurisprudence of the Federal District of Columbia Circuit shall supplement (but not supercede) California law on construction claims topics including but not limited to, termination claims, home office overhead claims, and delay/disruption claims.

1.5 PRECEDENCE

A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.
B. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.
C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

A. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.
   1. For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under Article 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (General Conditions), Article 12.

Separate Claims which total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
3. Caution: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. Procedure:
1. The Claim must be in writing, submitted in compliance with all requirements of Document 00700 (General Conditions), Article 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00700 (General Conditions), Article 12 or elsewhere in the Contract Documents.
2. For Claims of fifty thousand dollars ($50,000) or less
   a. Owner shall respond in writing within 45 days of receipt of the Claim, or
   b. Owner may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant.
      1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant.
      2) Owner's written response to the Claim, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
3. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000:
   a. Owner shall respond in writing within 60 days of receipt of the Claim, or
   b. Owner may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant.
      1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant;
      2) Owner's written response to the Claim, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
4. Meet and Confer:
   a. If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely

respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.

b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth in paragraph 12.2.B of Document 00700 (General Conditions), until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.

1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01410 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner, pursuant to the terms of this Section 01410. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01411

REGULATORY REQUIREMENTS - HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal including, but not limited to, Asbestos and Asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.

B. This Section supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.

B. Federal:
   1. Statutory Requirements:
      a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*
      b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 *et seq.*
      c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
      d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
      e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
      f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
      g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
      h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
      i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
      j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*
   2. Environmental Protection Agency (EPA):
      a. 40 C.F.R. Parts 260, 264, 265, 268, 270
      b. 40 C.F.R. Parts 258 *et seq.*
      c. 40 C.F.R. Part 761
      d. 40 C.F.R. Parts 122-124
   3. Occupational Safety and Health Administration (OSHA):
      a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard
      b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
      c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
      d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
      e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763

4. Department of Transportation:
   a. Title 49 C.F.R. 173.1090
   b. Title 49 C.F.R. 172
   c. Title 49 C.F.R. 173
   d. DOT, HM 181 and MH126f

C. State of California Requirements:
1. Statutory Law:
   a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
   b. Health and Safety Code, Section 25359.4
   c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
   d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
   e. Health and Safety Code, Sections 25915-25924
   f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
   g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
   h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
   i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*
   j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
   k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
   l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95
2. Administrative Code and Regulations:
   a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
   b. Cal/OSHA Worker Protection Standards, Title 8 CCR, Sections 1529, 5208
   c. Title 8 CCR, Section 1532.1, Lead in Construction
   d. Title 23 CCR, Sections 2610 *et seq.*
3. Local State Agency Requirements:
   a. Bay Area Air Quality Management District, Fugitive Dust Rules
   b. Bay Area Air Quality Management District Regulation 11-2-303
   c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-O8 DWQ)
   d. Local Agency Requirements:
      1) City of Santa Rosa Fire Protection District
      2) City of Santa Rosa Ordinances

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01415

REGULATORY REQUIREMENTS - SWRCB CWSRF FUNDING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Regulatory requirements applicable to Contract Documents.

B. This Section 01415 supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below:
   1. State of California:
      a. State Water Resources Control Board (SWRCB)

B. Contractor shall, at all times, comply with all applicable federal and state laws, rules, regulations, permits, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement, and safety laws, rules, regulations, permits, and ordinances. Contractor shall also be responsible for compliance with the federal and state requirements set forth in this Section 01415.

1.3 FUNDING

A. The Project is funded under the Clean Water State Revolving Fund Program through the SWRCB.

1.4 FUNDING REQUIREMENTS

A. STATE WAGE RATE CLAUSES (Facilities Plan Approval after June 18, 1998, Federal Wage Rates are not required)
   1. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars ($1,000). Copies of such prevailing rate or per diem wage are on file at Owner's Office, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is http://dir.ca.gov/DLSR.
   2. The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.
   3. See paragraph 16.7 of Document 00700 (General Conditions) and paragraph 16 of Document 00200 (Instructions to Bidders).

B. LABOR CODE SECTION 1776, COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE

1. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
2. The payroll records enumerated under paragraph 1.4B.1 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
   b. A certified copy of all payroll records enumerated in paragraph 1.4B.1 shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
   c. A certified copy of all payroll records enumerated in paragraph 1.4B.1 shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 1.4B.2.b, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.
3. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by SWRCB Division of Financial Assistance (DFA).
4. Each contractor shall file a certified copy of the records enumerated in paragraph 1.4B.1 with the entity that requested the records within 10 days after receipt of a written request.
5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
6. The contractor shall inform the body awarding the contract of the location of the records enumerated under paragraph 1.4B.1, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
7. The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10- day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of

Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

8. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.
9. The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.
10. See paragraph 11.2 of Document 00700 (General Conditions).

C. LABOR CODE SECTION 1777.5, EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES

1. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
2. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.
3. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.
4. When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards

under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

5. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
6. The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000) or 20 working days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

   "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

   a. Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
   b. The number of apprentices in training in such area exceeds a ratio of 1 to 5.
   c. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
   d. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

7. When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
8. A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.
9. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
10. All decisions of the joint apprenticeship committee under this section are subject to Section 3081.
11. See Document 00700, paragraph 10.9 (Apprenticeship Program).

D. LABOR CODE SECTION 1810, DEFINITION: A LEGAL DAY'S WORK

1. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

E. LABOR CODE SECTION 1813, PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT

1. The contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted therein a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the officer of the State or political subdivision who is authorized to pay the contractor money due him under the contract.
2. See paragraph 16.7 of Document 00700 (General Conditions).

F. LABOR CODE SECTION 1815, MINIMUM OVERTIME PAY

1. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1.5) times the basic rate of pay.

G. LABOR CODE SECTION 1860, CONTRACT PROVISION

1. The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

H. LABOR CODE SECTION 1861, CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700

1. Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

I. CULTURAL RESOURCES

1. In accordance with the National Historic Preservation Act of 1966, (16 U.S.C. 470), the following procedures are implemented to insure historic preservation and fair compensation to the Contractor for delays attendant to cultural resources investigations.
2. In the event potential Historical, Architectural, Archeological, or Cultural Resources (herein after cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
   a. The Engineer shall issue a "Stop Work Order" directing the Contractor to cease all construction operations at the location of such potential cultural resources find.
   b. Such "Stop Work Order" shall be effective until such time as a qualified archeologist can be called to assess the value of these potential cultural resources and make recommendations to the SWRCB Cultural Resources Officer (CRO). Any "Stop Work Order" shall contain the following:
      1) A clear description of the work to be suspended;
      2) Any instructions regarding issuance of further orders by the Contractor for material services;
      3) Guidance as the action to be taken on subcontracts;
      4) Any suggestions to the Contractor as to minimization of his costs;
      5) Estimated duration of the temporary suspension.

      If the archeologist determines that the potential find is a bonafide cultural resource, at the direction of the CRO, the Engineer shall extend the duration of the "Stop Work Order" in writing, and the Contractor shall suspend work at the location of the find.

3. Equitable adjustment of the construction contract shall be made in the following manner:
   a. Time Extension
      1) If the work temporarily suspended is on the "critical path", the total number of days for which the suspension is in effect shall be added to the number of allowable contract days.
      2) If a portion of work at the time of such suspension is not on the "critical path", but subsequently becomes work on the critical path, the allowable contract time will be computed from the date such work is classified as on the critical path.
   b. Additional Compensation
      1) If, as a result of a suspension of the work, the Contractor sustains a loss which could not have been avoided by his judicious handling of forces, and equipment, or redirection of forces or equipment to perform other work on the contract, there shall be paid to the Contractor an amount as determined by the Engineer to be fair and reasonable compensation for the Contractor's actual loss in accordance with the following:
         (a) Idle Time of Equipment
         Compensation for equipment idle time will be determined on a force account (time and materials) basis, and shall include the cost of extra moving of equipment and rental loss. The right-of-way delay factor for each classification of equipment shown in the California Department of Transportation publication entitled, Equipment Rental Rates and the General Prevailing Wage Rates, will be applied to any equipment rental rates.
         (b) Idle Time of Labor
         Compensation for idle time of workers will be determined by the Engineer as "Labor" less any actual productivity factor of this portion of the work force.
         (c) Increased Costs of Labor and Materials
         Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension, as determined by the Engineer.
         Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit.
         The hours for which compensation will be paid will be the actual normal working time during which such delay condition exists, but will in no case exceed eight hours in any one day.
         The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

J. COMPLIANCE GUIDELINES FOR CWSRF PROGRAM DBE

CONTRACT PROVISIONS OF THE
STATE WATER RESOURCES CONTROL BOARD (STATE WATER BOARD)
DIVISION OF FINANCIAL ASSISTANCE
RELATIVE TO THE UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
ON CLEAN WATER STATE REVOLVING FUND PROGRAM
CONSTRUCTION CONTRACTS IN CALIFORNIA

1. This paragraph 1.4J shall be included by the Owner as a contract provision for all construction contracts exceeding $10,000.
2. Compliance with the requirements of this paragraph 1.4J satisfies the DBE requirements of the U. S. Environmental Protection Agency (EPA) and the State Water Board. This paragraph 1.4J supersedes any conflicting requirements.
3. Failure to take the five (5) affirmative steps listed under Section 3 prior to bid opening and to submit "Prime Contractor/Recipient Selected DBEs" (Form 4) (included in Bidding Requirements as Document 00457 [Prime Contractor/Recipient Selected Disadvantaged Business Enterprises [DBE]]) with the bid shall cause the bid to be rejected as a non-responsive bid.

   NOTE: On March 26, 2008, the EPA Office of Small Business Programs (OSBP) published its final rule, "Participation by Disadvantaged Business Enterprises in Procurement under EPA Financial Assistance Agreements (DBE Rule) in the Federal Register (40 CFR part 30-40). The final rule took effect on May 25, 2008. The EPA DBE Program encompasses many of the components of the former MBE/WBE Program and also includes changes.

   Some changes are:
   - Creation of the Disadvantaged Business Enterprise (DBE) Program (formerly the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Program).
   - Recipients must negotiate fair share objectives with the agency, and now the fair share objectives and supporting documentation must be submitted within 120 days after acceptance of the assistance award.
   - Recipients who reported quarterly under the old MBE/WBE program will now report semi-annually.
   - MBE's and WBE's can no longer self-certify. They must be certified by EPA, Small Business Administration (SBA), Department of Transportation (DOT) or by state, local, Tribal or private entities whose certification criteria match EPA's. (MBEs and WBEs must be certified in order to be counted toward a recipient's MBE/WBE accomplishments.) The new requirements affect all financial assistance agreements entered into from the effective date of the rule (May 25, 2008). The new DBE rule won't affect those financial assistance agreements entered into before May 25, 2008; those will still operate under the old MBE/WBE program requirements.

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Section 1: APPROVAL TO AWARD (ATA) PROCESS

REQUIRED FOR CWSRF FINANCING AGREEMENTS
DIVISION OF FINANCIAL ASSISTANCE (DFA)

The purpose of this document is to provide a summary of the DBE "Good Faith" effort for CWSRF Financing Agreement contractors and recipients. Section 1 provides the contractor and recipient with a brief overview of the ATA process. The DBE "Good Faith" effort is one element of the ATA process summarized below. The ATA request package submitted to DFA for approval must contain all of the following:

1. Completed ATA **Form 555-1** (original must be signed by the recipient's authorized representative or designee);
2. A legal description of the site on which the project is to be constructed and an opinion signed by competent title counsel describing the interest the applicant has in the site, including information as to any easements and rights-of-way and certifying that the estate or interest is legal and valid;
3. Tabulation of all bids received and the engineer's estimate;
4. A copy of the bid proposal chosen;
5. Evidence of advertising (submit a copy of newspaper advertisement for the project);
6. All DBE documentation, which includes Forms 1 through 6. Also, documentation that the local Small Business Administration and Minority Business Development Agency centers was contacted. **(See Section 3, Step 3, Paragraph 3 for solicitation time frames)**;
7. A dedicated source of revenue (ordinance or resolution); and
8. Provide a cash flow projection showing the source and expected time of receipt of funds needed to meet project cash requirements.

Detailed directions for completing ATA forms 1 to 6 are provided. If you have any questions regarding the ATA process, please contact Barbara August of the DFA at (916) 341-6952 or baugust@waterboards.ca.gov

Section 2: PRIME CONTRACTOR & RECIPIENT RESPONSIBILITIES

PARTICIPATION RESPONSIBILITIES FOR PRIMES AND THEIR SUBCONTRACTORS

All recipients of federal funds from the EPA, as well as their prime contractors and subcontractors, must make every effort to solicit bids from eligible DBEs. This information must be documented and reported to DFA as described in this document.

The DBE responsibilities of the prime contractor are:

1. To conduct a "Good Faith" effort to ensure maximum DBE participation in the project;
2. Complete or obtain from DBE subcontractors, all of the completed forms required in these guidelines (Forms 1-5) and submit them to the recipient; and
3. Report actual DBE participation on a semi-annul basis to the recipient.

The DBE responsibilities of the Agency are:

1. To ensure that the prime contractor meets the responsibilities identified in these guidelines;
2. Submit all documentation identified in these guidelines to DFA and maintain all records in the project files for later access or auditing; and
3. Provide semi-annual reports on DBE procurements to DFA.

Section 3: "Good Faith" Effort Process

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs on any CWSRF construction contracts. The process to attract DBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment or services. Failure to take the steps outlined below and submit Form 4, Prime Contractor/Recipient Selected DBEs, prior to bid opening, shall cause the bid to be rejected as non-responsive. Use Forms **1 through 5** to document the process, and Form **6 is completed by the Agency**. If it is not practical or possible to comply with one or more of the five steps, prepare an explanation and submit it with the ATA package.

STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation. Evidence submitted must illustrate that the work was divided into small proprietary portions (e.g. paving, electrical, landscaping, revegetation).

STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.

STEP 3: Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U. S. Department of Commerce (DOC) in soliciting qualified DBEs. Utilization of these resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs. SBA's database is (http://www.ccr.gov/). (See page 01415-27 for instructions to access the database).

For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. There are contact phone numbers listed in Step 5 that will assist you in reaching the two offices if the Internet is unavailable. **Do not write to these sources.**

The prime contractor must provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity **fifteen working days prior to bid opening** and solicitation to DBE subcontractors at least **ten working days prior to bid opening**. Documentation must not only include the efforts to contact the information sources and list the contract opportunity, but also the solicitation and response to the bid request.

STEP 4: Include qualified DBEs on solicitation lists (**Form 1**) and record the information. Solicitation should be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs: http://www.sba.gov http://www.ccr.gov and http://www.mbda.gov. If DBE sources are *not* located, explain why and describe the efforts made. See Step 5 for more detailed information.

For all construction contracts, the prime contractor must send invitations to at least three (or all, if less than three) DBE vendors for each item of work referred by sources contacted. The invitations must adequately specify the items for which bids are requested. The record of "good faith" efforts must indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation. **(A regular letter or an unanswered**

telephone call is *not* an adequate "good faith" effort). A list of all sub-bidders, including the bidders **not** selected and non DBE subcontractors, and bid amount for each item of work must be submitted on Form 5. A sample list is shown in Form 5, Sample Summary of Bids Received from Subcontractors on page 25. If a low bid was not accepted, an explanation must be provided.

STEP 5: DBE potential resources centers are listed in the following table. Solicit available DBEs whenever they are potential sources. The prime contractor must provide invitations to DBE sub-bidders at least t**en working days** prior to the bid opening date.

Federal Agencies (must be contacted):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/ [1]
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet /[2]
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov
San Francisco, CA 94105	RE: Business Development Centers

State Agencies (optional contacts):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program[3]	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC)[4]	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

[1] PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: **http://www.ccr.gov.** Downloading will verify that the prime contractor made the required contact with the SBA.

[2] Prime contractors use SUB-Net to post subcontracting opportunities. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices.

[3] Based on the federal Disadvantaged Business Enterprises (DBE) program, CALTRANS maintains a database and provides directories of minority and woman-owned firms.

[4] CPUC maintains a database of DBE-owned business enterprises and serves to inform the public.

Section 4: Non-Governmental Local Contacts

DISADVANTAGED BUSINESS ENTERPRISE (DBE) RESOURCES

The following organizations provide services to identify potential DBEs. Some of the organizations charge a fee or require membership fees to provide their services. Services provided, may include the entire Good Faith effort process for recipients that need comprehensive assistance.

Humboldt Builder's Exchange Inc.
2355 Myrtle Ave.
Eureka, CA 95501
Phone #: (707) 442-3708
FAX #: (707) 442-6051
www.humvx.com

California Daily Bid Advisor/Challenge News
1276 Lincoln Ave. #203
San Jose, CA 95125
Phone #: (408) 998-0241
or (800) 298-0240
FAX #: (408) 998-2534

California Procurement Training and Assistance Center at West Valley
1 West Campbell Ave., Ste J70
Campbell CA 95008
Phone #: (408) 871-4390
FAX #: (408) 378-2034

Contractors Assistance Center
P. O. Box 7675
Redlands, CA 92375
Phone #: (800) 742-4124
FAX #: (800) 742-4125

Eldridge Bid Reporter, M/W/DVBE Assistance
P. O. Box 699
West Sacramento, CA 95691
Phone #: (916) 444-7618
FAX #: (916) 444-7731
www.ebrbids.com

Regis Communications Construction Bid Source Interactive (CBSI)
P. O. Box 568
Burson, CA 95225-0568
Phone #: (209) 772-3670
FAX #: (800) 560-7266
www.Regis-usa.com
1-800-962-4162

Riverside Community College District
Procurement Assistance Center
2038 Iowa Ave., Ste. 100
Riverside, CA 92507
Phone #: (909) 788-2559
FAX #: (909) 788-2515
www.resources4u.com/pac

Small Business Exchange
703 Market St., Ste. 1000
San Francisco, CA 94103
Phone #: (415) 778-6250
FAX #: (415) 778-6255
www.sbeinc.com

Section 5: Reporting Requirements

All requests for services, supplies, equipment or construction solicited by the SWRCB, other governmental agencies, non-profit agencies, or private businesses are subject to the DBE requirements. **These requirements apply to the prime contractor and all subcontractors**. The only exceptions to this requirement are contracts with governmental or non-profit agencies.

For the duration of the contract, all primary and subcontractors will be required to report progress made in fulfilling the "good faith" effort in their quarterly reports. Failure to provide this information as stipulated in the contract language will be cause for contract termination. DFA staff will provide recipients with the forms and instructions to report their "good faith" efforts when the ATA and contract is issued.

ONCE A BIDDER IS SELECTED, THE PRIME CONTRACTOR SHOULD COMPILE THE INFORMATION REQUIRED BY THE "GOOD FAITH" EFFORT PROCESS. **ALL INFORMATION SUPPORTING THE "GOOD FAITH" EFFORT MUST BE SUBMITTED WITHIN TEN WORKING DAYS AFTER THE BID OPENING**. RECIPIENT SHALL REVIEW THE SUCCESSFUL BIDDER'S RECORDS CLOSELY TO BE SURE THAT, PRIOR TO BID OPENING, ALL REQUIRED "GOOD FAITH" EFFORTS WERE MADE. FAILURE OF EITHER THE BIDDER OR PRIME CONTRACTOR/SUBCONTRACTOR TO FOLLOW THE PROCESS AND PROVIDE THE NECESSARY INFORMATION TO DFA COULD JEOPARDIZE THE BIDDING PROCESS. THE FOLLOWING SITUATIONS AND CIRCUMSTANCES REQUIRE ACTIONS AS INDICATED:

1. If the apparent successful low bidder was rejected a complete explanation must be provided.
2. Each DBE firm utilized must complete and submit the **Form 3**. Contractors can no longer self-certify. Contractors must provide evidence that they have been certified. Contractors must be certified within ten days after the bid opening date.
3. If additional subcontracts become necessary after the award of the prime contract, provide Form 3 to DFA within ten working days following the award of each new subcontract.
4. Any deviation from the information provided at the time of the bid shall not result in a reduction of DBE participation without prior approval of Division of Financial Assistance Project Manager.
5. Failure of the apparent low bidder to perform the five "good faith" effort steps *prior* to bid opening and submittal of Form 4 with the bid, will result in its bid being declared non-responsive. The contract may then be awarded to the next low, responsive, responsible bidder that meets the requirements or the recipient may re-advertise the project.
6. The apparent successful low bidder must submit documentation to the recipient within ten working days following bid opening showing that, prior to the bid opening, all required "good faith" efforts were made.

Section 6: Definitions

A bona fide disadvantaged business enterprise (DBE) is a:

(1) DBE that has submitted a "Disadvantaged Business Enterprise" **Form 3**, and

(2) A firm that has been accepted as a bona fide DBE by the prime contractor/recipient.

In addition, a bona fide DBE must be an independent business concern that is at least 51% owned, controlled, and operated by minority group members (see definition of minority group member) or women. Ownership and control can be measured by:

- Contract work performance responsibility.
- Management responsibility.
- At least 51% share of profits and risk.
- Other data (such as voting rights) that may clarify ownership or control.

Control means exercising the power to make policy decisions.
Operate means being actively involved in the day-to-day management of the business.

Determination of whether a business is at least 51% owned by a woman or women shall be made without regard to community property laws. An otherwise qualified DBE which is 51% owned by a married woman in a community property state will not be disqualified because her husband has a 50% interest in her share. Similarly, a business that is 51% owned by a married man and 49% by an unmarried woman does not become a qualified DBE by virtue of the wife's 50% interest in the husband's share of the business.

A joint venture is a business enterprise formed by a combination of firms under a joint venture agreement. To qualify as a bona fide DBE, the minority-owned or women-owned and controlled firms in the joint venture must:

- Satisfy all requirements for bona fide DBE participation in their own rights.
- Share a clearly defined percentage of the ownership, management responsibilities, risks, and profits of the joint venture. Only this percentage of ownership will be credited towards the DBE goal.

A minority group member is a citizen of the United States and one of the following:

- ***Native American*** consists of American Indian, Eskimo, Aleut, and native Hawaiian. To qualify, the person must meet one of the following criteria:
  1. Native Americans are at least one-fourth Indian descent (as evidenced by registration with the Bureau of Indian Affairs).
  2. Characteristic Indian appearance and features.
  3. Characteristic Indian name.
  4. Recognition in the community as an Indian.
  5. Membership in a tribe, band, or group of American Indians (recognized by the Federal Government), as evidenced by a tribal enrollment number or similar indication.

- ***African-American*** consists of individuals having origins in any of the black racial groups of Africa.
- ***Asian-Pacific American*** consists of individuals having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian subcontinent. This area includes, for example, China, Japan, Korea, the Philippines, Vietnam, Samoa, Guam, U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan. The Indian subcontinent takes in the countries of India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan.
- ***Hispanic American*** consists of individuals with origins from Puerto Rico, Mexico, Cuba, or South or Central America. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in this category. Persons from Brazil, Guyana, Surinam or Trinidad, for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, this category does not include persons from Portugal, who should be classified according to race.

In cases where a firm is owned and controlled by a minority woman or women, the percentage may be credited towards DBE participation, or allocated, but may not be credited fully to both.

Recipient – An agency (County, City, Special District, etc.) applying for a CWSRF financing to construct a project.

Contractor – Refers to any recipient of funds who will participate in some phase of construction. The contractor receiving funds directly from the recipient for construction is the prime contractor. Contractors working for the prime contractor are subcontractors.

Project Manager – Is the DFA staff responsible for managing the project. The Project Manager is responsible for review during the planning, design and construction contract development phases.

Section 7: DBE Forms

The following forms are provided to report project DBE information. They are available in electronic form from Barbara August at (916) 341-6952 or **baugust@waterboards.ca.gov** . If you have any questions about completing these forms or when to turn them in, please contact Ms. August.

All Forms, where applicable, must have original signature and date.

The following table provides information on who completes each form and where the forms are to be sent:

FORM#	DESCRIPTION	COMPLETED BY	SUBMIT TO	FORWARD TO
1	Solicitation	Prime	Recipient	DFA with ATA
2	Bids Received List	Prime	Recipient	DFA with ATA
3 (Att A)	Contractor Certification	DBE Subs	Prime	Recipient, DFA w/ATA
4 (Att B)	Selected Subcontractors	Prime (with bid)	Recipient	DFA with ATA
5 and 5A	Summary & Sample	Prime	Recipient	DFA with ATA
6	"Good Faith" Effort Certification	Recipient	DFA w/ATA	

FORM 1

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
"GOOD FAITH" EFFORT LIST OF SUBCONTRACTORS SOLICITED

Contractor Name	Contractor Address	Category (MBE or WBE)	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)

Form for information required to be submitted with the ATA package

FORM 2

DISADVANTAGED BUSINESS ENTERPRISE (DBE) "GOOD FAITH" EFFORT BIDS RECEIVED LIST

Contractor Name	Category (MBE or WBE)	Task Description	Bid Amount	Selected (Check)	Explanation for Not Selecting

Form for information required to be submitted with the ATA package.

FORM 3 (Attachment A)

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CONTRACTOR CERTIFICATION

Firm Name: _____ Phone: _____

Address: _____

Principal Service or Product: _____ Bid Amount $ _____

PLEASE INDICATE PERCENTAGE OF OWNERSHIP

o DBE _____% Ownership o DBE _____% Ownership

o Prime Contractor o Supplier of Material/Service

o Subcontractor o Broker

o Sole Ownership o Corporation

o Partnership o Joint Venture

Certified by: _____ Title: _____

DBE Sub (ORIGINAL SIGNATURE AND DATE REQUIRED)

Name: _____ Date: _____

Additional proof may be required upon written challenge of this certification by any person or agency. Falsification of this certification by a firm selected to perform federally funded work may result in a determination that the firm is non-responsive and ineligible for future contracts.

IMPORTANT: CONTRACTORS MUST BE CERTIFIED BY EPA, SMALL BUSINESS ADMINISTRATION (SBA), DEPARTMENT OF TRANSPORTATION (DOT) OR BY STATE, LOCAL, TRIBAL OR PRIVATE ENTITIES WHOSE CERTIFICATION CRITERIA MATCH EPA'S. PROOF OF CERTIFICATION MUST BE PROVIDED. A COPY OF THE CONTRACTOR CERTIFICATION MUST BE SUBMITTED WITH THIS FORM. CONTRACTORS CAN NO LONGER SELF-CERTIFY.

This form must be submitted within 10 working days after the bid opening date.

FORM 4 (ATTACHMENT B)
PRIME CONTRACTOR/RECIPIENT
SELECTED DISADVANTAGED BUSINESS ENTERPRISES (DBE)

[for Bidder's convenience, this form is included in the Bidding Requirements as Document 00457]

CONTRACT RECIPIENTS NAME	CONTRACT NO. OR SPECIFICATION NO.
PROJECT DESCRIPTION	PROJECT LOCATION
PRIME CONTRACTOR INFORMATION	
NAME AND ADDRESS (Include ZIP Code, Federal Employer Tax ID #) PHONE	o DBE AMOUNT OF CONTRACT$
DBE INFORMATION	
o NONE*	
o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED o DBE o SUBCONTRACTOR o JOINT VENTURE o SUPPLIER/SERVICE o BROKER AMOUNT OF CONTRACT $	NAME AND ADDRESS (Include ZIP Code,) PHONE
WORK TO BE PERFORMED	

TOTAL DBE AMOUNT: $_____	
SIGNATURE OF PERSON COMPLETING FORM:	_____
TITLE: _____	PHONE:_____ DATE: _____

*Negative reports are required. **ORIGINAL SIGNATURE AND DATE REQUIRED. Failure to complete and submit this form with the bid will cause the bid to be rejected as non-responsive.**

FORM 5

SUMMARY OF BIDS RECEIVED FROM SUBCONTRACTORS, SUPPLIERS, AND BROKERS (DBE & NON-DBE)

THIS SUMMARY IS PREPARED BY THE PRIME CONTRACTOR

TYPE OF JOB	Company Name	Selected	Bid Amount	DBE	NON-DBE

List type of jobs alphabetically, from low to high in each category and selected low bidder. All other types of bidders such as DBE, SWBE SMBE, and Non MBE/WBE should be shown in the "Non" column.

FORM 5A
FORM 5 (SAMPLE)

SUMMARY OF BIDS RECEIVED FROM SUBCONTRACTORS, SUPPLIERS, AND BROKERS (DBE & NON-DBE)

THIS SUMMARY IS PREPARED BY THE PRIME CONTRACTOR

Type of Job	Company Name	Selected	Bid Amount	DBE	NON-DBE
Asphalt	**Gillerti & Sons**	**X**	**$123,750**	**X**	
	Americash		$131,850		X
	Caltex		$176,775		X
Bore & Jack	**State Boring**	**X**	**$208,870**		X
	Jack Bore		$208,870		X
	Alotta Boring		$227,472	**X**	
Electrical	Square Fasteners, Inc		$20,190	**X**	
	REM Sleep Co	**X***	**$24,189**		**X**
	Tram Electic		$30,120		X
Masonry	**Welch, Inc.**	**X**	**$20,383**		**X**
	Cheatum		$36,000	**X**	
Pipe (Supplier)	**Cal-Pipe Co.**	**X**	**$203,200**	**X**	
	Norcal Pipe Co.		$260,00		X
Striping	**Orange Peel**	**X**	**$8,597**		X
	Crispy Boys Co.		$9,370		X
	Sweat Co.		$11,785	**X**	

*REM Sleep Co. selected over Square Fasteners, Inc. due to incomplete bid by Square Fasteners.

List type of jobs alphabetically, from low to high in each category and selected low bidder.

FORM 6
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
"GOOD FAITH" EFFORT CERTIFICATION BY APPLICANT/RECIPIENT

1. The apparent successful low bidder on DFA funded project number
   C-06-_____ is _____
   (name of bidder)
2. Before the State Water Resources Control Board - Division of Financial Assistance can consider requests for an Approval To Award (ATA) to any bidder the applicant/recipient must certify to the following:

   DISADVANTAGED BUSINESS ENTERPRISE (DBE)

   The bidder has obtained _____% of DBE participation for this contract.

   Also submitted are Forms 3 and 4 that contain a complete list of those DBE firms subcontracted with or with whom other types of agreements were made. The list includes the names of the firm, address, phone number and dollar amount involved.

   The following affirmative steps as required by 40 CFR 35.3150 (d) have been taken:

   (1) The contractor divided total requirements when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses.
   (2) The contractor established delivery schedules, where the requirements of the work permitted, which encouraged participation by minority and women's business.
   (3) The contractor included qualified minority and women's businesses on solicitation lists.
   (4) The contractor assures that minority and women's businesses were solicited, whenever they were potential sources.
   (5) The contractor used the services and assistance of the Small Business Administration and/or the Office of Minority Business Development Agency of the U.S. Department of Commerce.

   It must be understood that the applicant/recipient in its role as a public trustee assumes primary responsibility to achieve an acceptable level of DBE utilization. This primary responsibility is a basic condition of the award of any Clean Water State Revolving Fund financial assistance. Where an application/recipient fails to meet its obligations under these requirements the applicant/recipient may be declared nonresponsible and may have funding either annulled, suspended or terminated.

   In accepting these responsibilities, I hereby certify to the above.

   _____
   Name of Applicant/Recipient

   _____ _____
   Signature of Authorized Representative Date

   _____
   Name and Title of Authorized Representative

   This form must be submitted with the ATA package.

Instruction for Accessing **Http://Www.Ccr.Gov** Database of Mbe/Wbe Subcontractors

1. Go to http://www.ccr.gov
2. Click on the bullet **Dynamic Small Business Search**
3. Under **States,** scroll down to and click on **California**
4. Scroll down to **Other Ownership Data**
5. Click on **Minority or Woman/Women,** do separate run for each classification
6. Scroll down to **Nature of Business,** across from **Keywords,** type in classification of work to be performed by the subcontractor (electrician, piping, rebar, trucking, landscape, etc.)
7. Scroll to **General Nature of Business** and click on **Construction**
8. Scroll to the bottom of the screen and click on **Search Using These Criteria.**
9. For additional contractors, scroll to **No more matches,** click on **Refine Search** and repeat the process by changing the type of contractor you are searching for in no. 6, **Keyword**

K. THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT

1. Any person making a bid or offer to perform a contract shall, in his or her bid or offer, set forth the following:
   a. The name and the 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 one-half of 1 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 one-half or 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.
   b. The portion of work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion of work as is defined by the prime contractor in his or her bid or offer.
2. These requirements apply to the information required relating to subcontractors certified as minority or women business enterprises. For purposes of this requirement, "subcontractor" and "prime contractor" shall have the same meaning as those terms are defined in Section 4113 of the Public Contracts Code.

L. Executive Order 11246: 40 CFR 7.3 - EQUAL OPPORTUNITY CLAUSE (in relevant part)

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, creed, color, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
d. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

2. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SEC. 203

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

M. NONDISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

> The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
>
> During the performance of this contract, the contractor agrees as follows:
>
> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME:_____TITLE:_____

SIGNATURE:_____DATE:_____

N. 41 CFR 60-4.2, CONSTRUCTION CONTRACTORS--AFFIRMATIVE ACTION REQUIREMENTS (in relevant part)

1. Notice of requirement for Affirmative Action to ensure Equal Employment Opportunity (EEO) by Executive Order 11246, as amended by Executive Order 11375.
   a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
   b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation for each trade
June 2009-Jan 2011	9.1%	6.9%

The Office of Federal Contract Compliance Programs' web site for compliance issues and preaward registry is at http://www.dol.gov/esa/welcome.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each

trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (notify the applicable Regional Office found at www.dol.gov/esa) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
3. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Sonoma County, California.

4. § 60-4.3 Equal opportunity clauses (in relevant part)

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

a. As used in these specifications:
   1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   4) "Minority" includes:
      (a) African American (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 1.4N.4.g.1) through 1.4N.4.g.16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware

of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14) Ensure that all facilities and company activities are Non-Segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 1.4N.4.g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specified time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt form the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

_____

Signature Date

_____

Name and Title of Signer (Please Type)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Q. DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR/APPLICANT:

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

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

O. ELIMINATION OF SEGREGATED FACILITIES, NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

1. A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a Federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving Federally-assisted construction contract awards exceeding $10,000 which, are not exempt from the provisions of the Equal Opportunity Clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

1. A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

P. CERTIFICATION OF NON-SEGREGATED FACILITIES

Environmental Protection Agency Region IX
75 Hawthorne Street
San Francisco, California 94105

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted

SECTION 01416

REGULATORY REQUIREMENTS - CDBG CDC FUNDING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Regulatory requirements applicable to Contract Documents.

B. This Section 01416 supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. Contractor shall, at all times, comply with all applicable federal and state laws, rules, regulations, permits, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement, and safety laws, rules, regulations, permits, and ordinances. Contractor shall also be responsible for compliance with the federal and state requirements set forth in this Section 01416.

1.3 FUNDING

A. The Project is funded whole or part with Community Development Block Grant funding through the Sonoma County Community Development Commission (CDC). A copy of the CDC funding requirements is included at the end of this Section 01416.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

FUNDING REQUIREMENTS FOLLOW THIS PAGE.

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FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
AND
SOUTH PARK COUNTY SANITATION DISTRICT

WHEREAS, the Sonoma County Community Development Commission, hereinafter referred to as "COMMISSION," and the South Park County Sanitation District a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR," have previously entered into that certain Agreement for the Biwana Collection System Replacement Project, dated October 1, 2009; and

WHEREAS, the parties mutually desire to amend said Agreement to make the following changes:

- Extend the Term of Agreement

NOW, THEREFORE, BE IT RESOLVED that COMMISSION and CONTRACTOR, in consideration of their mutual promises herein contained, do agree and covenant to amend that certain Agreement by and between them as follows:

PART A - SPECIFIC PROVISIONS

1. Term of Agreement - Delete the June 30, 2010 termination date and insert therefore the new September 30, 2012 termination date.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Amendment to be executed by their duly authorized agents this _____ day of _____, 2010.

COMMISSION

By: _____
Kathleen H. Kane
Executive Director

CONTRACTOR

By: _____
Grant Davis,
Interim General Manager
South Park County Sanitation District

FY 2009-2010

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FUNDING AGREEMENT
FOR USE OF FY 2009-2010
FEDERAL PROGRAM FUNDS

COPY

The following is an agreement, dated for convenience as of July 1, 2009, by and between the South Park County Sanitation District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT," and the Sonoma County Community Development Commission, hereinafter referred to as "COMMISSION."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with federal funding from CDBG-R, CDBG, ESG, and HOME, hereinafter called "Federal Funding"; and

WHEREAS, the Sonoma County Board of Supervisors did on May 5, 2009, approve the use of $125,000 in fiscal year 2009-2010 federal funds for the Biwana Collection System Replacement Project;

WHEREAS, the DISTRICT will provide funding from other sources for the project; and

WHEREAS, COMMISSION and DISTRICT wish to enter into an agreement for partial funding of the Biwana Collection System Replacement Project.

NOW, THEREFORE, it is mutually agreed as follows:

1. Activities Funded by COMMISSION: For an amount not to exceed $125,000 of the allocated CDBG Funds, COMMISSION shall reimburse DISTRICT for the activities set forth in Attachment A, attached hereto and incorporated herein by specific reference, after documentation satisfactory to COMMISSION that DISTRICT has made proper disbursement.

2. Adoption of Action Plan: The annual adoption by the Board of Supervisors of the Consolidated Plan, which includes the Annual Action Plan, shall serve as authorization and direction to COMMISSION to implement the Biwana Collection System Replacement Project included in COMMISSION's final budget, within the budgeted appropriations.

3. Term of Agreement: DISTRICT agrees to provide the services described in this Agreement for a period beginning July 1, 2009, and continuing until June 30, 2010, unless extended by mutual written agreement of the parties hereto or terminated pursuant to paragraph 8.

4. Scope of Services: DISTRICT shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference.

TYPE OF FUNDING	TYPE OF PROJECT	ATTACHED EXHIBITS
☐ESG CFDA #14.231	☐ CITY/TOWN	☒EXHIBIT A-Scope of Services
☒CDBG-CFDA #14.218	☐PUBLIC SERVICE	☒EXHIBIT B-Budget
☐HOME CFDA #14.239	☐COUNTYWIDE /UNINCORPORATED	☒EXHIBIT C-Construction
	☐AFFORDABLE HOUSING	☒EXHIBIT D-Davis-Bacon
	☒COUNTY-OWNED PUBLIC FACILITIES & IMPROVEMENTS	☒EXHIBIT E-Environmental

5. Payment: COMMISSION agrees to pay to DISTRICT amounts not to exceed the costs incurred by DISTRICT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after DISTRICT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to DISTRICT at least quarterly.

6. Transfer of Projects: In the event projects or portions thereof shall, as the result of annexation, become situated within the corporate limits of a Sonoma County City or Town, DISTRICT may, by agreement with that City or Town, transfer title to and maintenance responsibility for such projects or portions thereof to such City or Town. This Agreement is not assignable.

7. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. Termination: At any time with or without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving written notice to DISTRICT pursuant to this Section 8. For termination without cause, DISTRICT shall be entitled to receive full payment and reimbursement for all services rendered and expenses incurred to the date of termination. If DISTRICT shall fail to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving DISTRICT written notice of such termination. In such event, DISTRICT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

COMMISSION will give DISTRICT thirty (30) days written notice of termination of the Agreement. DISTRICT shall have the right to initiate the cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement and shall complete said cure within ninety (90) days of the date of the written notice of termination.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to DISTRICT under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. DISTRICT agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this 1st day of October, 2009.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By: _____
Kathleen H. Kane, Executive Director

SOUTH PARK COUNTY SANITATION DISTRICT

By: _____
Randy D. Poole, General Manager

EXHIBIT A
Scope of Service

DISTRICT: Randy Poole, General Manager
South Park County Sanitation District
P.O. Box 11628
Santa Rosa, California 95406

Biwana Collection System Replacement Project

CDBG funding will be provided for the replacement of approximately 6,000 lineal feet of 6-inch and 8-inch sewer and appurtenances including 115 laterals and 20 manholes. The project will be constructed within the County right-of-way in the Roseland area of Santa Rosa from Biwana Drive at Odell Lane to the north and Westwood Drive at Hearn Avenue to the south and cross streets off of Biwana and Westwood Drives. The project area is typified by residential dwellings. The project will help to alleviate infiltration and inflow to the sewer system during wet weather, as well as prevent leakage of wastewater into groundwater adjacent to the existing piping.

The replacement or repair of these facilities is required as part of the agreement between the South Park County Sanitation District's Board of Directors and the City of Santa Rosa. This agreement provides for dissolution of the South Park County Sanitation District. Facilities and operations of the collection system will be transferred to the City of Santa Rosa.

The project is located within Census Tract 1531.01, which has a low- and moderate-income population ratio of 57.9%. The project location qualifies under 24 CFR 570.208 (a)(1)(i) as an activity that benefits all residents in a particular area, where at least 51% of the residents are low- and moderate-income persons.

EXHIBIT B
Budget

South Park County Sanitation District
Biwana Collection System Replacement Project

ACTIVITY

Construction Costs	$125,000
TOTAL:	**$125,000**

Notes:

1. The total project budget is $3,387,000, $125,000 (3.7%) of which will come from FY 09-10 CDBG funds.

EXHIBIT C
Construction

1. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the DISTRICT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

2. Lead-Based Paint: The DISTRICT agrees that any activities carried out with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require the proper disclosure of any known or possible presence of lead-based paint (LBP) and LBP hazards, and the notification, evaluation and reduction of lead-based paint hazards in all residential structures constructed prior to 1978 according to Sections 1012/1013 of Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, as referenced.

3. Historic Preservation: The DISTRICT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all ground-disturbing activities and for all rehabilitation and demolition of historic properties that are fifty years or older or that are included on or are eligible for a federal, state, or local historic property list.

4. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000): The DISTRICT shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

5. DISTRICT hereby assures and certifies that it will comply with the following Acts and/or Executive Order:

   Section 3 Requirements Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and with the implementing regulations set forth in 24 CFR Part 135, shall be a condition of the assistance provided under this contract. DISTRICT shall comply with these Section 3 requirements and with the Section 3 Affirmative Action Plan.

   Section 3 Clause

   1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by

Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The DISTRICT agrees to send to each labor organization or representative of workers with which the DISTRICT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DISTRICT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DISTRICT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in, 24 CFR Part 135. The DISTRICT will not subcontract with any subcontractor where the DISTRICT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The DISTRICT will certify that any vacant employment positions, including training positions, that are filled (1) after the DISTRICT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DISTRICT's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

EXHIBIT D
Davis-Bacon Act and Related Acts

Federal Labor Standards: The DISTRICT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. As applicable, DISTRICT shall maintain documentation that demonstrates compliance with hour and wage requirements of this paragraph. Such documentation shall be made available to COMMISSION for review upon request.

The DISTRICT agrees that, except with respect to rehabilitation or construction of residential property containing less than eight (8) units, all DISTRICTs engaged under contracts in excess of $2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the DISTRICT of its obligation, if any, to require payment of the higher wage. The DISTRICT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

To the extent that the use of these funds or other funding sources may require, DISTRICT also shall comply with the applicable prevailing wage laws of the State of California, specifically including Labor Code section 1720.

EXHIBIT E
Environmental Standards

Review by COMMISSION staff indicates the project is Categorically Excluded and includes ground-disturbing activities. The required NEPA Environmental Review is underway. COMMISSION staff shall prepare all documentation required by HUD, publish any required notices and obtain releases from HUD, as appropriate.

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CDBG-R

FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
AND
SOUTH PARK COUNTY SANITATION DISTRICT

WHEREAS, the Sonoma County Community Development Commission, hereinafter referred to as "COMMISSION," and the South Park County Sanitation District a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR," have previously entered into that certain Agreement for the Biwana Collection System Replacement Project, dated October 1, 2009; and

WHEREAS, the parties mutually desire to amend said Agreement to make the following changes:

- Extend the Term of Agreement

NOW, THEREFORE, BE IT RESOLVED that COMMISSION and CONTRACTOR, in consideration of their mutual promises herein contained, do agree and covenant to amend that certain Agreement by and between them as follows:

PART A - SPECIFIC PROVISIONS

1. Term of Agreement - Delete the June 30, 2010 termination date and insert therefore the new September 30, 2012 termination date.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Amendment to be executed by their duly authorized agents this _____ day of _____, 2010.

COMMISSION

By: _____
Kathleen H. Kane
Executive Director

CONTRACTOR

By: _____
Grant Davis,
Interim General Manager
South Park County Sanitation District

CDBG-R FY 2009-2010

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COPY

FUNDING AGREEMENT
FOR USE OF FEDERAL PROGRAM FUNDS
CDBG-R

The following is an agreement, dated for convenience as of July 1, 2009, by and between the South Park County Sanitation District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT," and the Sonoma County Community Development Commission, hereinafter referred to as "COMMISSION."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with federal funding from CDBG-R, CDBG, ESG, and HOME, hereinafter called "Federal Funding"; and

WHEREAS, the Sonoma County Board of Supervisors did on May 5, 2009, approve the use of $52,543 in fiscal year 2009-2010 federal funds for the Biwana Collection System Replacement Project;

WHEREAS, the DISTRICT will provide funding from other sources for the project; and

WHEREAS, COMMISSION and DISTRICT wish to enter into an agreement for partial funding of the Biwana Collection System Replacement Project.

NOW, THEREFORE, it is mutually agreed as follows:

1. Activities Funded by COMMISSION: For an amount not to exceed $52,543 of the allocated CDBG Funds, COMMISSION shall reimburse DISTRICT for the activities set forth in Attachment A, attached hereto and incorporated herein by specific reference, after documentation satisfactory to COMMISSION that DISTRICT has made proper disbursement.

2. Adoption of Action Plan: The annual adoption by the Board of Supervisors of the Consolidated Plan, which includes the Annual Action Plan, shall serve as authorization and direction to COMMISSION to implement the Biwana Collection System Replacement Project included in COMMISSION's final budget, within the budgeted appropriations.

3. Term of Agreement: DISTRICT agrees to provide the services described in this Agreement for a period beginning July 1, 2009, and continuing until June 30, 2010, unless extended by mutual written agreement of the parties hereto or terminated pursuant to paragraph 8.

4. Scope of Services: DISTRICT shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference.

TYPE OF FUNDING	TYPE OF PROJECT	ATTACHED EXHIBITS
☐ESG CFDA #14.231	☐ CITY/TOWN	☒EXHIBIT A-Scope of Services
☐CDBG-CFDA #14.218	☐PUBLIC SERVICE	☒EXHIBIT B-Budget
☒CDBG-R-CFDA #14.253	☐COUNTYWIDE /UNINCORPORATED	☒EXHIBIT C-Construction
☐HOME CFDA #14.239	☐AFFORDABLE HOUSING	☒EXHIBIT D-Davis-Bacon
	☐CHDO	☒EXHIBIT E-Environmental
	☐TBRA	☐EXHIBIT F-CDBG-Funded Facilities
	☒COUNTY-OWNED PUBLIC FACILITIES & IMPROVEMENTS	☐EXHIBIT G-HMIS
		☐EXHIBIT H-HOME
		☒EXHIBIT I- American-Made Materials

5. Payment: COMMISSION agrees to pay to DISTRICT amounts not to exceed the costs incurred by DISTRICT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after DISTRICT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to DISTRICT at least quarterly.

6. Transfer of Projects: In the event projects or portions thereof shall, as the result of annexation, become situated within the corporate limits of a Sonoma County City or Town, DISTRICT may, by agreement with that City or Town, transfer title to and maintenance responsibility for such projects or portions thereof to such City or Town. This Agreement is not assignable.

7. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. Termination: At any time with or without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving written notice to DISTRICT pursuant to this Section 8. For termination without cause, DISTRICT shall be entitled to receive full payment and reimbursement for all services rendered and expenses incurred to the date of termination. If DISTRICT shall fail to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving DISTRICT written notice of such termination. In such event, DISTRICT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

COMMISSION will give DISTRICT thirty (30) days written notice of termination of the Agreement. DISTRICT shall have the right to initiate the cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement and shall complete said cure within ninety (90) days of the date of the written notice of termination.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate

or reduce the amount payable to DISTRICT under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. DISTRICT agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this 1st day of October, 2009.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By: _____
Kathleen H. Kane, Executive Director

SOUTH PARK COUNTY SANITATION DISTRICT

By: _____
Randy D. Poole, General Manager

CDBG-R
SCWA-Biwana
Page 3

EXHIBIT A
Scope of Service

CONTRACTOR: Randy Poole, General Manager
South Park County Sanitation District
404 Aviation Boulevard.
Santa Rosa, California 95403

Project Description: Biwana Collection System Replacement Project

CDBG-R funding will be provided to alleviate infiltration and inflow to the sewer system, as well as prevent leakage of wastewater into groundwater adjacent to the existing piping. The project will be constructed within the County right-of-way in the Roseland area of Santa Rosa from Biwana Drive at Odell Lane to the north and Westwood Drive at Hearn Avenue to the south and cross streets off of Biwana and Westwood Drives. The project area is typified by residential dwellings. The project will help to alleviate infiltration and inflow to the sewer system during wet weather, as well as prevent leakage of wastewater into groundwater adjacent to the existing piping.

The project location qualifies under 24 CFR 570.208 (a)(1)(i) as an activity that benefits all residents in a particular area, where at least 51% of the residents are low- and moderate-income persons.

17 full-time jobs and 30 part-time jobs will be created. 2 full-time jobs and 5 part-time jobs will be retained.

Scope of Service:

CDBG-R funding will pay a portion of the expense for the replacement of approximately 6,000 lineal feet of 6-inch and 8-inch sewer and appurtenances including 115 laterals and 20 manholes.

EXHIBIT B
Budget

South Park County Sanitation District
Biwana Collection System Replacement Project

ACTIVITY	
Construction Costs	$52,543
TOTAL:	**$52,543**

Notes:

1. The total project budget is $3,800,000, $52,543 (1.4%) of which will come from CDBG-R funds.
2. Final reimbursement request is due within 15 days of the end of the grant term.

EXHIBIT C
Construction

1. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the CONTRACTOR shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

2. Lead-Based Paint: The CONTRACTOR agrees that any activities carried out with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require the proper disclosure of any known or possible presence of lead-based paint (LBP) and LBP hazards, and the notification, evaluation and reduction of lead-based paint hazards in all residential structures constructed prior to 1978 according to Sections 1012/1013 of Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, as referenced.

3. Historic Preservation: The CONTRACTOR agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all ground-disturbing activities and for all rehabilitation and demolition of historic properties that are fifty years or older or that are included on or are eligible for a federal, state, or local historic property list.

4. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000): The CONTRACTOR shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

5. CONTRACTOR hereby assures and certifies that it will comply with the following Acts and/or Executive Order:

   Section 3 Requirements Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and with the implementing regulations set forth in 24 CFR Part 135, shall be a condition of the assistance provided under this contract. CONTRACTOR shall comply with these Section 3 requirements and with the Section 3 Affirmative Action Plan.

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

EXHIBIT D
Davis-Bacon Act and Related Acts

Federal Labor Standards: The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. As applicable, CONTRACTOR shall maintain documentation that demonstrates compliance with hour and wage requirements of this paragraph. Such documentation shall be made available to COMMISSION for review upon request.

The CONTRACTOR agrees that, except with respect to rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligation, if any, to require payment of the higher wage. The CONTRACTOR shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

To the extent that the use of these funds or other funding sources may require, CONTRACTOR also shall comply with the applicable prevailing wage laws of the State of California, specifically including Labor Code section 1720.

EXHIBIT E
Environmental Standards

An appropriate environmental review must be completed by October 1, 2009. A portion of the requested funds must be committed to this expense or evidence that sufficient funds for this purpose are available from another source to pay for this work must be provided.

EXHIBIT I
American-Made Materials

Per Subpart 25.6 implementing section 1605 in Division A of the American Recovery and Reinvestment Act and the Buy American Act, CONTRACTOR agrees to require that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with CDBG-R funds are produced in the United States. Documentation from CONTRACTOR will be required before expenses will be reimbursed.

The stipulations of Subpart 25.6—American Recovery and Reinvestment Act—Buy American Act—Construction Materials can be found here:
http://www.arnet.gov/far/current/html/Subpart%2025_6.html

EXHIBIT E
Environmental Standards
July 1, 2006

Review by COMMISSION staff indicates that the project is Categorically Excluded and includes a ground disturbing activity. CONTRACTOR has completed the appropriate environmental review.

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

Bid Packet

This project is subject to Davis-Bacon and Related Acts and as such, all contractors, by submitting a bid, agree to abide by all applicable rules and regulations. The Labor Standards provisions are an integral part of the performance of this contract. The prime (or general) contractor is responsible for compliance by contractors at all tiers, including the weekly submissions of certified payroll reports. Completed weekly payroll reports from subcontractors should be forwarded to the prime/general contractor for submittal to the Community Development Commission, County of Sonoma. The prime/general contractor must also ensure timely submission of all required certifications listed below.

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Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Statement of Applicable Wage Decision

The following Federal Wage Decision is included as general information. It was the most current wage decision available at the time these bid documents were assembled. The Federal Wage Decision is updated periodically by the U.S. Department of Labor. The wage decision applicable for this project will be locked in 10 days prior to the bid opening date, and will be made part of the contract by addendum.

Contact the Community Development Commission, at the following address if you have any questions regarding the applicable wage decision:

Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403-4107

(707) 565-7514

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General Decision Number: CA100009 07/09/2010 CA9

Superseded General Decision Number: CA20080009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, **Sonoma**, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010

ASBE0016-001 01/01/2010

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & **SONOMA** COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 50.43	16.66
Area 2	$ 39.78	16.66

ASBE0016-007 01/01/2010

	Rates	Fringes
Asbestos Removal		

1

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worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 15.18            2.80
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 BOIL0549-002 01/01/2009

                                  Rates          Fringes

BOILERMAKER
     (1) Marin & Solano Counties.$ 40.17           22.32
     (2) Remaining Counties......$ 37.01           22.25
----------------------------------------------------------------
 BRCA0003-001 08/01/2008

                                  Rates          Fringes

MARBLE FINISHER.................$ 28.02           12.12
----------------------------------------------------------------
 BRCA0003-004 05/01/2009

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES


                                  Rates          Fringes

BRICKLAYER
     AREA 1......................$ 33.49           16.00
     AREA 2......................$ 38.73           18.97

SPECIALTY PAY:
  (A)  Underground work such as tunnel work, sewer work,
  manholes, catch basins, sewer pipes and telephone conduit
  shall be paid  $1.25 per hour above the regular rate.  Work
  in direct contact with raw sewage shall receive $1.25 per
  hour in addition to the above.
  (B)  Operating a saw or grinder shall receive $1.25 per hour
  above the regular rate.
  (C)  Gunite nozzle person shall receive $1.25 per hour above
  the regular rate.
----------------------------------------------------------------
 BRCA0003-008 07/01/2009

                                  Rates          Fringes

TERRAZZO FINISHER...............$ 30.25           11.57
TERRAZZO WORKER/SETTER..........$ 38.93           19.32
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BRCA0003-010 04/01/2009

	Rates	Fringes
TILE FINISHER		
Area 1	$ 21.08	8.62
Area 2	$ 21.16	11.02
Area 3	$ 21.34	10.89
Area 4	$ 20.83	10.37
Tile Layer		
Area 1	$ 35.95	10.42
Area 2	$ 34.31	12.12
Area 3	$ 38.51	12.17
Area 4	$ 35.35	12.12

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: **Sonoma**

BRCA0003-014 08/01/2008

	Rates	Fringes
MARBLE MASON	$ 39.22	18.58

CARP0034-001 07/01/2009

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 35.75	24.16
Diver standby	$ 40.33	24.16
Diver Tender	$ 39.33	24.16
Diver wet	$ 80.66	24.16
Manifold Operator (mixed gas)	$ 44.33	24.16
Manifold Operator (Standby)	$ 39.33	24.16

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels,

or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2009

	Rates	Fringes
Piledriver	$ 35.75	24.16

CARP0035-001 08/01/2009

AREA 1: MARIN, NAPA, SOLANO & **SONOMA**

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 36.50	21.40
Area 3	$ 30.22	21.40
Area 4	$ 29.77	21.40
Drywall Stocker/Scrapper		
Area 1	$ 18.25	13.29
Area 3	$ 15.11	13.29
Area 4	$ 14.89	13.29

CARP0035-004 07/01/2009

AREA 1: Marin, Napa, Solano, **Sonoma** Counties

AREA 3: Sacramento

AREA 4: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba counties

	Rates	Fringes
Carpenters:		
AREA 1:		
(1) Carpenter	$ 36.50	20.96

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      (2) Hardwood Floor Layer,
      Shingler, Power Saw
      Operator, Steel Scaffold
      & Steel Shoring Erector,
      Saw Filer.................$ 36.65            20.96
      (3) Bridge Builder........$ 36.50            20.96
      (4) Millwright............$ 36.60            22.55
     AREA 3:
      (1) Carpenter.............$ 29.72            20.96
      (2) Hardwood Floor Layer,
      Shingler, Power Saw
      Operator, Steel Scaffold
      & Steel Shoring Erector,
      Saw Filer.................$ 29.87            20.96
      (3) Bridge Builder........$ 36.50            20.96
      (4) Millwright............$ 32.22            22.55
     AREA 4:
      (1) Carpenter.............$ 29.27            20.96
      (2) Hardwood Floor Layer,
      Shingler, Power Saw
      Operator, Steel Scaffold
      & Steel Shoring Erector,
      Saw Filer.................$ 29.42            20.96
      (3) Bridge Builder........$ 36.50            20.96
      (4) Millwright............$ 31.77            22.55
----------------------------------------------------------------
 CARP0035-010 07/01/2009

AREA 1: Marin, Napa, Solano & Sonoma  Counties

AREA 2: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba Counties


                                  Rates          Fringes

Modular Furniture Installer
     Area 1
      Installer I...............$ 21.60            13.89
      Installer II..............$ 18.17            13.89
      Lead Installer............$ 25.05            14.39
      Master Installer..........$ 29.27            14.39
     Area 2
      Installer I...............$ 18.00            13.89
      Installer II..............$ 15.23            13.89
      Lead Installer............$ 20.80            14.39
      Master Installer..........$ 24.22            14.39
----------------------------------------------------------------
 ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

                                  Rates          Fringes

Sound & Communications
     Installer.................$ 29.87         3%+11.95
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5

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     Technician.................$ 34.01         3%+11.95

SCOPE OF WORK INCLUDES-
  SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
  Telephone); FIRE ALARM SYSTEMS [excluding fire alarm  work
  when installed in raceways (including wire and cable
  pulling) and when performed on new or major remodel
  building  projects or jobs],
  TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS
  SYSTEMS that transmit or receive information and/or control
  systems that are intrinsic to the above.

EXCLUDES-
  Excludes all other data systems or multiple systems which
  include control function or power supply;  excludes
  installation of raceway systems,  line voltage work,
  industrial work, life-safety systems (all  buildings having
  floors located more than 75' above the lowest  floor level
  having building access); excludes energy management
  systems.
-----------------------------------------------------------------
 ELEC0180-001 06/01/2010

NAPA AND SOLANO COUNTIES

                                  Rates          Fringes

CABLE SPLICER...................$ 45.84         3%+17.91
ELECTRICIAN.....................$ 41.71         3%+18.10
-----------------------------------------------------------------
 ELEC0340-002 12/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES


                                  Rates          Fringes

Communications System
     Sound & Communications
     Installer..................$ 24.13         3%+10.15
     Sound & Communications
     Technician.................$ 27.75         3%+10.15

SCOPE OF WORK

  Includes the installation testing, service and maintenance,
  of the following systems which utilize the transmission
  and/or transference of voice, sound, vision and digital for
  commercial, education, security and entertainment purposes
  for the following TV monitoring and surveillance,
  background-foreground music, intercom and telephone
  interconnect, inventory control systems, microwave
  transmission, multi-media, multiplex, nurse call system,
  radio page, school intercom and sound, burglar alarms, and
  low voltage master clock systems.
```

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2009

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 38.43	3%+12.45
Sierra Army Depot, Herlong	$ 48.04	3%+12.45

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     Tunnel work.................$ 40.35         3%+12.45

  CABLE SPLICER:  Receives 110% of the Electrician basic hourly
  rate.
----------------------------------------------------------------
 ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of
the main watershed divide), NEVADA (east of the main
watershed), PLACER (east of the main watershed divide) and
SIERRA (east of the main watershed divide) COUNTIES:


                                  Rates          Fringes

ELECTRICIAN.....................$ 35.40         13.02+3%
----------------------------------------------------------------
 ELEC0551-004 06/01/2009

MARIN AND SONOMA COUNTIES

                                  Rates          Fringes

ELECTRICIAN.....................$ 44.00         3%+13.00
----------------------------------------------------------------
 ELEC0659-006 01/01/2010

MODOC and SISKIYOU COUNTIES

                                  Rates          Fringes

ELECTRICIAN.....................$ 29.78         3%+13.30
----------------------------------------------------------------
 ELEC0659-008 08/01/2009

MODOC & SISKIYOU COUNTIES

                                  Rates          Fringes

Line Construction
     (1) Cable Splicer...........$ 46.41            12.39
     (2) Lineman, Pole Sprayer,
     Heavy Line Equipment Man....$ 41.44            12.28
     (3) Tree Trimmer............$ 29.12             9.43
     (4) Line Equipment Man......$ 35.64             9.86
     (5) Powdermen,
     Jackhammermen...............$ 31.08             9.48
     (6) Groundman...............$ 29.01             9.42
----------------------------------------------------------------
 ELEC1245-004 06/01/2009

ALL COUNTIES EXCEPT MODOC & SISKIYOU

                                  Rates          Fringes

LINE CONSTRUCTION
     (1) Lineman; Cable splicer..$ 44.47            13.11
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     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line   equipment)...........$ 35.52            12.07
     (3) Groundman...............$ 27.17            11.82
     (4) Powderman...............$ 39.71            12.23

  HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
  Independence Day, Labor Day, Veterans Day, Thanksgiving Day
  and day after Thanksgiving, Christmas Day
----------------------------------------------------------------
 ELEV0008-001 01/01/2010

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 54.89           20.035

FOOTNOTE:
  PAID VACATION:  Employer contributes 8% of regular hourly
  rate as vacation pay credit for employees with more than 5
  years of service, and 6% for 6 months to 5 years of service.
  PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
  Labor Day, Veterans Day, Thanksgiving Day, Friday after
  Thanksgiving, and Christmas Day.
----------------------------------------------------------------
 ENGI0003-008 07/01/2009

                                  Rates          Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)
     AREA 1:
      (1) Leverman..............$ 38.94            22.58
      (2) Dredge Dozer; Heavy
      duty repairman............$ 33.98            22.58
      (3) Booster Pump
      Operator; Deck
      Engineer; Deck mate;
      Dredge Tender; Winch
      Operator..................$ 32.86            22.58
      (4) Bargeman; Deckhand;
      Fireman; Leveehand; Oiler..$ 29.56           22.58
     AREA 2:
      (1) Leverman..............$ 40.94            22.58
      (2) Dredge Dozer; Heavy
      duty repairman............$ 35.98            22.58
      (3) Booster Pump
      Operator; Deck
      Engineer; Deck mate;
      Dredge Tender; Winch
      Operator..................$ 34.86            22.58
      (4) Bargeman; Deckhand;
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      Fireman; Leveehand; Oiler..$ 31.56           22.58

AREA DESCRIPTIONS

  AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
  NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
  SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
  SUTTER, YOLO, AND YUBA COUNTIES

AREA 2:  MODOC COUNTY

  THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
  AS NOTED BELOW:

ALPINE COUNTY:
Area 1:  Northernmost part
Area 2:  Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1:  Eastern part
Area 2:  Remainder

ELDORADO COUNTY:
Area 1:  North Central part
Area 2:  Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1:  Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1:  Western part along the Southern portion of border
  with Shasta County
Area 2:  Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1:  All but the Northern portion along the border of
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  Sierra County
Area 2:  Remainder

PLACER COUNTY:
Area 1:  Al but the Central portion
Area 2:  Remainder

PLUMAS COUNTY:
Area 1:  Western portion
Area 2:  Remainder

SHASTA COUNTY:
Area 1:  All but the Northeastern corner
Area 2:  Remainder

SIERRA COUNTY:
Area 1:  Western part
Area 2:  Remainder

SISKIYOU COUNTY:
Area 1:  Central part
Area 2:  Remainder

SONOMA COUNTY:
Area 1:  All but the Northwestern corner
Area 2:  Remainder

TEHAMA COUNTY:
  Area 1:  All but the Western border with Mendocino & Trinity
  Counties
Area 2:  Remainder

TRINITY COUNTY:
  Area 1:  East Central part and the Northeastern border with
  Shasta County
Area 2:  Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part
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 ENGI0003-018 06/29/2009

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW


                                  Rates          Fringes

OPERATOR:   Power Equipment
(AREA 1:)
     GROUP 1.....................$ 37.77            21.69
     GROUP 2.....................$ 36.24            21.69
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     GROUP 3.....................$ 34.76            21.69
     GROUP 4.....................$ 33.38            21.69
     GROUP 5.....................$ 32.11            21.69
     GROUP 6.....................$ 30.79            21.69
     GROUP 7.....................$ 29.65            21.69
     GROUP 8.....................$ 28.51            21.69
     GROUP 8-A...................$ 28.30            21.69
OPERATOR:   Power Equipment
(Cranes and Attachments -
AREA 1:)
     GROUP 1
      Cranes.....................$ 38.65            21.69
      Oiler......................$ 29.39            21.69
      Truck crane oiler..........$ 31.68            21.69
     GROUP 2
      Cranes.....................$ 36.89            21.69
      Oiler......................$ 29.18            21.69
      Truck crane oiler..........$ 31.42            21.69
     GROUP 3
      Cranes.....................$ 35.14            21.69
      Hydraulic..................$ 30.79            21.69
      Oiler......................$ 28.90            21.69
      Truck Crane Oiler..........$ 31.18            21.69
OPERATOR:   Power Equipment
(Piledriving - AREA 1:)
     GROUP 1
      Lifting devices............$ 38.99            21.69
      Oiler......................$ 29.73            21.69
      Truck crane oiler..........$ 32.01            21.69
     GROUP 2
      Lifting devices............$ 37.17            21.69
      Oiler......................$ 29.46            21.69
      Truck Crane Oiler..........$ 31.76            21.69
     GROUP 3
      Lifting devices............$ 35.49            21.69
      Oiler......................$ 29.24            21.69
      Truck Crane Oiler..........$ 31.47            21.69
     GROUP 4.....................$ 33.72            21.69
     GROUP 5.....................$ 31.08            21.69
     GROUP 6.....................$ 28.85            21.69
OPERATOR:   Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes.....................$ 39.62            21.69
      Oiler......................$ 30.07            21.69
      Truck Crane Oiler..........$ 32.30            21.69
     GROUP 2
      Cranes.....................$ 37.85            21.69
      Oiler......................$ 29.80            21.69
      Truck Crane Oiler..........$ 32.08            21.69
     GROUP 3
      Cranes.....................$ 36.37            21.69
      Hydraulic..................$ 31.42            21.69
      Oiler......................$ 29.58            21.69
      Truck Crane Oiler..........$ 31.81            21.69
     GROUP 4.....................$ 34.35            21.69
     GROUP 5.....................$ 33.05            21.69
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OPERATOR:   Power Equipment
(Tunnel and Underground Work
- AREA 1:)
     SHAFTS, STOPES, RAISES:
      GROUP 1....................$ 33.87            21.69
      GROUP 1-A..................$ 36.34            21.69
      GROUP 2....................$ 32.61            21.69
      GROUP 3....................$ 31.28            21.69
      GROUP 4....................$ 30.14            21.69
      GROUP 5....................$ 29.00            21.69
     UNDERGROUND:
      GROUP 1....................$ 33.77            21.69
      GROUP 1-A..................$ 36.24            21.69
      GROUP 2....................$ 32.51            21.69
      GROUP 3....................$ 31.18            21.69
      GROUP 4....................$ 30.04            21.69
      GROUP 5....................$ 28.90            21.69
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FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader

machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson;

Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete

pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

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TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part
-----------------------------------------------------------------
 ENGI0003-019 06/29/2009

SEE AREA DESCRIPTIONS BELOW

                                  Rates          Fringes

OPERATOR:   Power Equipment
(LANDSCAPE WORK ONLY)
     GROUP 1
      AREA 1.....................$ 28.64            20.53
      AREA 2.....................$ 30.64            20.53
     GROUP 2
      AREA 1.....................$ 25.04            20.53
      AREA 2.....................$ 27.04            20.53
     GROUP 3
      AREA 1.....................$ 20.43            20.53
      AREA 2.....................$ 22.43            20.53

GROUP DESCRIPTIONS:

  GROUP 1:  Landscape Finish Grade Operator: All finish grade
  work regardless of equipment used, and all equipment with a
  rating more than 65 HP.

  GROUP 2:  Landscape Operator up to 65 HP: All equipment with
  a manufacturer's rating of 65 HP or less except equipment
  covered by Group 1 or Group 3.  The following equipment
  shall be included except when used for finish work as long
  as manufacturer's rating is 65 HP or less: A-Frame and
  Winch Truck, Backhoe, Forklift, Hydragraphic Seeder
  Machine, Roller, Rubber-Tired and Track Earthmoving
  Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up
  to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired
  Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:
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AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	15.26
Ornamental, Reinforcing and Structural	$ 33.00	23.73

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2008

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, **SONOMA**, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 18.08	6.60
LABORER (Lead Removal)		
Area A	$ 34.15	6.11
Area B	$ 33.15	6.11

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are

being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, **SONOMA**, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 26.89	14.93
Area B	$ 25.89	14.93
Traffic Control Person I		
Area A	$ 27.19	14.93
Area B	$ 26.19	14.93
Traffic Control Person II		
Area A	$ 24.69	14.93
Area B	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0067-006 06/29/2009

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, **SONOMA**, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		

```
     Construction Specialist
     Group.......................$ 27.84            14.93
     GROUP 1.....................$ 27.14            14.93
     GROUP 1-a...................$ 27.36            14.93
     GROUP 1-c...................$ 27.19            14.93
     GROUP 1-e...................$ 27.69            14.93
     GROUP 1-f...................$ 27.72            14.93
     GROUP 1-g (Contra Costa
     County).....................$ 27.34            14.93
     GROUP 2.....................$ 26.99            14.93
     GROUP 3.....................$ 26.89            14.93
     GROUP 4.....................$ 20.58            14.93
  See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
     Construction Specialist
     Group.......................$ 26.84            14.93
     GROUP 1.....................$ 26.14            14.93
     GROUP 1-a...................$ 26.36            14.93
     GROUP 1-c...................$ 26.19            14.93
     GROUP 1-e...................$ 26.69            14.93
     GROUP 1-f...................$ 26.72            14.93
     GROUP 2.....................$ 25.99            14.93
     GROUP 3.....................$ 25.89            14.93
     GROUP 4.....................$ 19.58            14.93
  See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
     GROUP 1.....................$ 28.10            14.93
     GROUP 2.....................$ 27.60            14.93
     GROUP 3.....................$ 27.01            14.93
     GROUP 4.....................$ 26.89            14.93
Laborers: (GUNITE - AREA B:)
     GROUP 1.....................$ 27.10            14.93
     GROUP 2.....................$ 26.60            14.93
     GROUP 3.....................$ 26.01            14.93
     GROUP 4.....................$ 25.89            14.93
Laborers: (WRECKING - AREA A:)
     GROUP 1.....................$ 27.14            14.93
     GROUP 2.....................$ 26.99            14.93
Laborers: (WRECKING - AREA B:)
     GROUP 1.....................$ 26.14            14.93
     GROUP 2.....................$ 25.99            14.93
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
     (1) New Construction........$ 26.89            14.93
     (2) Establishment Warranty
     Period......................$ 20.58            14.59
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
     (1) New Construction........$ 25.89            14.93
     (2) Establishment Warranty
     Period......................$ 19.58            14.59

FOOTNOTES:
  Laborers working off or with or from bos'n chairs, swinging
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scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0067-010 06/29/2009

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 33.35	14.93
GROUP 2	$ 33.12	14.93
GROUP 3	$ 32.87	14.93
GROUP 4	$ 32.42	14.93
GROUP 5	$ 31.88	14.93

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     Shotcrete Specialist........$ 33.87            14.93

TUNNEL AND SHAFT CLASSIFICATIONS

  GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete
  nozzlemen

  GROUP 2: Rodmen; Shaft work & raise (below actual or
  excavated ground level)

  GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
  Cherry pickermen - where car is lifted; Concrete finisher
  in tunnel; Concrete screedman; Grout pumpman and potman;
  Gunite & shotcrete gunman & potman; Headermen; High
  pressure nozzleman; Miner - tunnel, including top and
  bottom man on shaft and raise work; Nipper; Nozzleman on
  slick line; Sandblaster - potman, Robotic Shotcrete Placer,
  Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
  setter; Timberman, retimberman (wood or steel or substitute
  materials therefore); Tugger (for tunnel laborer work);
  Cable tender; Chuck tender; Powderman - primer house

  GROUP 4: Vibrator operator, pavement breaker; Bull gang -
  muckers, trackmen; Concrete crew - includes rodding and
  spreading, Dumpmen (any method)

  GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman
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* LABO0073-001 07/01/2009

                                  Rates          Fringes

Plasterer tender................$ 28.37            14.14
-----------------------------------------------------------------
 LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

                                  Rates          Fringes

LABORER (Brick)
     Mason Tender-Brick.........$ 27.28            14.93
-----------------------------------------------------------------
 LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES


                                  Rates          Fringes

LABORER
     Mason Tender-Brick.........$ 27.03            14.93
-----------------------------------------------------------------
 LABO0291-001 07/01/2009
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MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 28.28	14.93

PAIN0016-004 07/01/2009

MARIN, NAPA, SOLANO & **SONOMA** COUNTIES

	Rates	Fringes
Painters:	$ 34.00	15.87

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2010

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, **SONOMA**, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 36.53	14.78

PAIN0016-007 01/01/2010

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 29.82	12.72

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2010

MARIN, NAPA, SOLANO AND **SONOMA** COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 43.66	14.82

PAIN0169-004 01/01/2010

MARIN , NAPA & **SONOMA** COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	$ 41.51	17.66

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* PAIN0567-001 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	$ 24.89	7.85
Spray Painter & Paperhanger.	$ 25.74	7.85

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 26.41	9.85

PAIN0567-010 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	$ 26.54	8.95
(2) Steeplejack - Taper, over 40 ft with open space below.....	$ 28.04	8.95

PAIN0767-004 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	$ 33.53	16.20

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	$ 29.44	12.51
GROUP 2.....	$ 24.23	12.51

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     GROUP 3....................$ 24.86           12.51

CLASSIFICATIONS

  GROUP 1: Striper: Layout and application of painted traffic
  stripes and marking; hot thermo plastic; tape, traffic
  stripes and markings

  GROUP 2: Gamecourt & Playground Installer

  GROUP 3: Protective Coating, Pavement Sealing
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 PAIN1237-001 01/01/2010

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada
Mountains); GLENN; LASSEN (west of Highway 395, beginning at
Stacey and including Honey Lake); MODOC; NEVADA (west of the
Sierra Nevada Mountains); PLACER (west of the Sierra Nevada
Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the
Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;
YOLO AND YUBA COUNTIES


                                  Rates          Fringes

SOFT FLOOR LAYER................$ 30.54           13.39
----------------------------------------------------------------
 PLAS0300-003 07/01/2009

                                  Rates          Fringes

PLASTERER
     AREA 295: Alpine, Amador,
     Butte, Colusa, El Dorado,
     Glenn, Lassen, Modoc,
     Nevada, Placer, Plumas,
     Sacramento, Shasta,
     Sierra, Siskiyou, Solano,
     Sutter, Tehema, Trinity,
     Yolo & Yuba Counties........$ 32.82           15.10
     AREA 355: Marin, Napa &
     Sonoma Counties.............$ 32.82           15.30
----------------------------------------------------------------
 PLAS0300-005 07/01/2006

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 25.88           15.03
----------------------------------------------------------------
 PLUM0038-002 07/01/2009

MARIN AND SONOMA COUNTIES

                                  Rates          Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
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Fitter)
     (1) Work on wooden frame
     structures 5 stories or
     less excluding hgih-rise
     buildings and commercial
     work such as hospitals,
     prisons, hotels, and
     schools.....................$ 40.03            32.23
     (2) All other work..........$ 47.11            34.39
-----------------------------------------------------------------
 PLUM0038-006 07/01/2009

MARIN & SONOMA COUNTIES

                                   Rates          Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....$ 40.03            28.43
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* PLUM0228-001 07/01/2010

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES


                                   Rates          Fringes

PLUMBER.........................$ 35.70            20.68
-----------------------------------------------------------------
 PLUM0343-001 07/01/2009

NAPA AND SOLANO COUNTIES

                                   Rates          Fringes

PLUMBER/PIPEFITTER
     Light Commercial............$ 30.60            17.10
     All Other Work..............$ 43.70            20.25

DEFINITION OF LIGHT COMMERICIAL:
  Work shall include strip shopping centers, office buildings,
  schools and other commercial structures which the total
  plumbing bid does not exceed Two Hundred and Fifty Thousand
  ($250,000) and the total heating and cooling does not
  exceed Two Hundred Fifty Thousand ($250,000); or  Any
  projects bid in phases shall not qualify unless the total
  project is less than Two Hundred Fifty Thousand ($250,000)
  for the plumbing bid; and Two Hundred Fifty Thousand
  ($250,000) for the heating and cooling bid.  Excluded are
  hospitals, jails, institutions and industrial projects,
  regardless size of the project

  FOOTNOTES: While fitting galvanized material: $.75 per hour
  additional.  Work from trusses, temporary staging,
  unguarded structures 35' from the ground or water: $.75 per
  hour additional.  Work from swinging scaffolds, boatswains
  chairs or similar devices: $.75 per hour additional.
```

PLUM0350-001 01/01/2007

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 25.93	15.02

PLUM0355-001 07/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.10	7.20

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* PLUM0442-003 07/01/2010

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 35.70	21.18

PLUM0447-001 07/01/2009

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 39.82	15.65
Light Commercial Work	$ 29.78	9.57

ROOF0081-006 08/01/2009

MARIN, NAPA, SOLANO AND **SONOMA** COUNTIES

	Rates	Fringes
Roofer	$ 30.95	12.65

ROOF0081-007 08/01/2009

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,

TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 26.77	13.93

SFCA0483-003 01/01/2010

MARIN, NAPA, SOLANO AND **SONOMA** COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 48.59	20.55

SFCA0669-003 01/01/2009

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 32.65	16.05

SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO **SONOMA** & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 43.32	26.40
All other work	$ 47.73	26.67

SHEE0104-014 07/01/2009

MARIN, NAPA, SOLANO, **SONOMA** AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 33.43	24.31

SHEE0162-006 07/01/2009

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 36.31	21.61

SHEE0162-007 01/01/2010

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 31.81	19.68

SHEE0162-008 07/01/2009

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 27.90	20.89

SHEE0162-014 07/01/2009

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 27.90	20.89
Mechanical Jobs over $200,000	$ 36.31	21.61

TEAM0094-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.13	18.99
GROUP 2	$ 27.43	18.99
GROUP 3	$ 27.73	18.99
GROUP 4	$ 28.08	18.99
GROUP 5	$ 28.43	18.99

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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FORM A-1
To be completed by
Prime Contractor

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the Labor Standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

_____
Payroll Officer (Name)

_____
Payroll Officer (Signature)

_____
IRS Employer Identification Number

_____
Contractor/Subcontractor

By _____
Signature

_____
Title

_____
Phone Number

_____
Date

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FORM A-2
To be completed by
All Subcontractors

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME: _____

PROJECT NUMBER: _____

A copy of the Minutes of the Preconstruction Conference and the Labor Standards clauses pertaining to the project are on file with the Prime Contractor. A copy of the Federal Wage Decision applicable to this project is also available on file with the Prime Contractor.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

_____
Payroll Officer (Name)

_____
Payroll Officer (Signature)

_____
IRS Employer Identification Number

_____
Contractor/Subcontractor

By _____
Signature

_____
Title

_____
Phone Number

_____
Date

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FORM B
To be completed by Prime
and All Subcontractors

CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

Use this form to identify those bona fide fringe benefit plan(s) in which your employees are participating. List third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars). If your firm does not participate in approved fringe benefit type plans, then check the box below.

Classification and Fringe Benefit Provided:	Hourly Rate:	Name and Address of Plan or Fund:
1) _____	_____	_____
Health and Welfare	_____	_____
Pension	_____	_____
Vacation	_____	_____
Apprentice/Training	_____	_____
_____	_____	_____
2) _____	_____	_____
Health and Welfare	_____	_____
Pension	_____	_____
Vacation	_____	_____
Apprentice/Training	_____	_____
_____	_____	_____
3) _____	_____	_____
Health and Welfare	_____	_____
Pension	_____	_____
Vacation	_____	_____
Apprentice/Training	_____	_____
_____	_____	_____

OR: (Check if Applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____ By _____
Contractor Company Name Signature

_____ _____
Phone Number Title

_____
Date

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CONTRACTORS NOTIFICATION OF SUBCONTRACTS AWARDED

(One to be completed before commencement of work, one prior to final payment request, and/or if any change or addition in subcontractors occurs.)

FORM C
To be completed by
Prime Contractor only

PROJECT NAME:_____ Covered Area: SONOMA COUNTY

Sub-Contractor Name & Address	Contract Amount	Tax ID Number	MBE/ WBE Yes or No	Estimated Start Date	Estimated End Date	Crafts to be used

The Undersigned hereby certifies that:

1. The Equal Opportunity clauses are indicated in each of the listed subcontracts
2. Each Subcontractor or lower tier Subcontractor has been notified in writing prior to their beginning construction, of his respective obligations under the Affirmative Action Requirements, if applicable.

By: _____ _____
Signature General Contractor

_____ _____
Name and Title Contractor's Address

This format meets the requirements of EO 11246 – Equal Employment Opportunity, Part III, Sec 301 as amended October 5, 1978

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FORM D
To be completed by Prime
and All Subcontractors

CLASSIFICATION/PREVAILING WAGE SHEET

Prime Contractor and Sub Contractors: Please complete this form in its entirety by stating the name of the project, the Federal General Wage Decision number, Modification Number, and publication date found on the wage decision locked in for this project. List all trade classifications likely to be used on this project.
Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

Project Name: _____

General Decision CA #_____**Modification #**_____**Publication Date:** _____

Classification Title	Classification Number	Wage Rate	Fringe Benefit	Total

_____
Contractor/Subcontractor Company Name

_____
Phone Number

_____
Authorized Signature

_____
Date

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FORM E
To be completed by Prime
and all Subcontractors

Davis-Bacon Apprenticeship Training Verification & Certification

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including Step-Up apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those that have been registered with the DOL, Bureau of Apprenticeship and Training (BAT) or a BAT-recognized State Apprenticeship Agency (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program, usually expressed as a series of percentages tied to the amount of time spent in the program.

Probationary Apprentice: can be paid as an apprentice if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

Pre-apprentice: a trainee that is not registered in a program and who hasn't been DOL or SAC certified for probationary apprenticeship is NOT considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

Documentation of registration must be attached. Please provide a copy of the union dispatch letter of other approved program membership.

Name of Union or Training Program: _____ **Telephone:** _____

Address: _____ **Fax:** _____

City, State, Zip: _____ **E-mail address:** _____

CONTACT PERSON'S NAME:_____

I certify that I have read, understand, and will abide by the above requirements.

_____ _____
Authorized Company Official Name Title

_____ _____
Signature Date

Apprentice(s) to be employed on this project:

Social Security #	Last Name	First Name	Wage Rate	% Journey Rate	Date Registered

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2003

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

FORM F

To be completed by Prime and
Subcontractors if Certified Payroll
Reports are not consecutively numbered

Notification of No Work Performed

There may be instances where your firm has no workers on this project for an entire work week.
This form may be used to communicate that fact.
(NOTE: If payrolls are numbered sequentially, this form is not necessary)

Project Name: _____

Contractor Name: _____

Payroll Number: _____

Week Ending: _____

I do hereby state that I pay or supervise the payment of employees of the above mentioned contractor and that no construction workers spent time in this project for the week identified above.

_____
Signature

_____
Phone Number

_____
Date

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SECTION 01417

REGULATORY REQUIREMENTS - BUY AMERICAN

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Buy American regulatory requirements applicable to Contract Documents.
B. This Section 01417 supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 REFERENCES

A. Caltrans 6-1.07 Standard Specification for Certificates of Compliance

1.3 DEFINITIONS

A. Manufactured goods: Goods brought to the Site for incorporation into the Work that have been either:
   1. Processed into a specific form and shape; or
   2. Combined with other raw material to create a material that has different properties than the properties of the individual raw materials
B. Steel: An alloy that includes at least 50 percent iron, between 0.02 and 2.0 percent carbon, and may include other elements.
C. Domestic iron, steel, and/or manufactured goods:
   1. Goods that are wholly the growth, product, or manufacture of the United States; or
   2. In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed.

1.4 SUBMITTALS

A. Product Data:
   1. Certificates of Compliance:
      a. Conform to Caltrans 6-1.07
      b. Furnish for steel, iron, and manufactured goods.
      c. Certify that steel, iron, and manufactured goods are produced in the United States.

1.5 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contactor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below:
   1. United States:
      a. Conform to the "Buy American" requirements of Sections 1512 and 1605of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), herein after "the Recovery Act," and the regulations adopted pursuant thereto.
      b. Apply the Buy American requirements in a manner consistent with United States' obligations under international agreements in accordance with Section 1605 of the Recovery Act.

PART 2 PRODUCTS

2.1 MATERIALS

A. Iron, steel, and manufactured goods used in the Work shall be domestic iron, steel, and/or manufactured goods produced in the United State of America.

B. Coatings of steel or iron materials shall be considered a manufacturing process subject to the Buy American requirements, including such coatings as:
   1. Epoxy
   2. Galvanizing
   3. Painting
   4. Any other coatings that protect or enhance the value of such steel or iron materials

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01418

ROSELAND SCHOOL DISTRICT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Roseland School District requirements applicable to Contract Documents for Work on the Roseland School District property of Sheppard Elementary School.

B. This Section 01418 supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below:
   1. State of California:
      a. Education Code section 45125.2

B. Contractor shall, at all times, comply with all applicable federal and state laws, rules, regulations, permits, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement, and safety laws, rules, regulations, permits, and ordinances. Contractor shall also be responsible for compliance with the federal and state requirements set forth in this Section 01418.

1.3 ROSELAND SCHOOL DISTRICT REQUIREMENTS

A. Prior to any entry on to the school district's property, first contact the school district's Superintendent or designee and advise the school district of the schedule of Work at the property.

B. Make reasonable efforts to schedule and organize the Work to minimize inconvenience to and to ensure the safety of the school district's students and staff.

C. At all times comply with the requirements of Education Code section 45125.2.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Reference standards, abbreviations, symbols, definitions, and terminology used in Contract Documents.
B. Full titles are given in this Section for standards cited in other Sections of Specifications.
C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor because manufacturers and trades involved are assumed to be familiar with their requirements.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations (including all amendments, changes, errata, addenda, and supplements) in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
   1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
      a. Exception: Comply with issues in effect as listed in governing legal requirements.
B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code, or of any instruction of any supplier, report it in writing at once by submitting a RFI to Owner, and do not proceed with the Work affected thereby until consent to do so is given by Owner.
C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
   1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
   2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the

Contract Documents, nor shall it be effective to assign to Owner, Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.

F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

G. Jobsite Copies:
   1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
   2. At a minimum, the following shall be readily available at the Site:
      a. Safety Codes: State of California, Division of Industrial Safety regulations.

H. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.3 ABBREVIATIONS

A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
AB	Aggregate Base
ABMA	American Bearing Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AED	Association of Equipment Distributors
AFBMA	Anti-friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly American Standards Association)
APA	American Plywood Association

API	American Petroleum Institute
ARI	Air-Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWG	American Wire Gauge
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIL	Basic Insulation Level
BOD	Biological Oxygen Demand
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code or California Energy Commission
CF	Cubic Foot or Cubic Feet
CFM	Cubic Feet per Minute
CFR	Code of Federal Regulations
CGA	Common Ground Alliance
CI	Chlorine Institute, Inc.
CISPI	Cast Iron Soil Pipe Institute
CL	Center Line
CLMFI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America, Inc.
CMC	California Mechanical Code
CO	Change Order
COE	United States Army Corps of Engineers
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CY	Cubic Yard or Cubic Yards
DFPA	Douglas Fir Plywood Institute
DFT	Dry Film Thickness
DHI	Door and Hardware Institute
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories

FGMA	Flat Glass Marketing Association
FPS	Feet per Second or Fluid Power Society
FS	Federal Specifications
GA	Gypsum Association
GPM	Gallons Per Minute
Greenbook	Standard Specifications for Public Works Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturer's Institute
HMMA	Hollow Metal Manufacturer's Association
HP	Horse Power
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
ID	Identification or Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
ISA	International Society of Arboriculture
ISAS	Instrumentation, Systems, and Automation Society
ISO	International Organization for Standardization
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
LLC	Limited Liability Corporation or Company
LS	Lump Sum
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MGD	Million Gallons per Day
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFoPA	National Forest Products Association
NFPA	National Fire Protection Association
NIC	Not In Contract
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Standards and Technology

NPT	National Pipe Thread
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTS	Not to Scale
NWWDA	National Wood Windows and Doors Association
OC	On Center
OD	Outside Diameter
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PL	Property Line
PLC	Programmable Logic Controller
PM	Preventive Maintenance
PPM	Parts per Million
PR	Proposal Request
PRMD	Permits and Resource Management Department, County of Sonoma
PS	Product Standard, U. S. Department of Commerce
PSF or psf	Pounds per Square Foot
PSI or psi	Pounds per Square Inch
PSIG	Pounds per Square Inch Gauge
PVC	Polyvinyl chloride
RC	Relative Compaction
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
RPM	Revolutions per Minute
SAE	Society of Automotive Engineers
SDeI	Steel Deck Institute
SDoI	Steel Door Institute
SDR	Standard Dimension Ratio
SF	Square Foot or Square Feet
SFM	State of California, Office of State Fire Marshal
SIDR	Standard Inside Dimension Ratio
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Society for Protective Coating (formerly Steel Structures Painting Council)
SWI	Steel Window Institute
TCA	Tile Council of America
TIE	Time Impact Evaluation
TMS	The Masonry Society
TPI	Truss Plate Institute Inc.
UBC	Uniform Building Code

UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USACE	United States Army Corps of Engineers
USC	United States Code
VOC	Volatile Organic Compounds
WBE	Women's Business Enterprise
WCLIB	West Coast Lumber Inspection Bureau
WHI	Warnock Hersey International
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association
WWPI	Western Wood Preservers Institute

B. Abbreviations in Specifications:

cm	centimeter (centimeters)
Co.	Company
Corp.	Corporation
cu	Cubic
dia	diameter
Div	Division
ft	foot (feet)
g	gram (grams) or Standard Acceleration of Gravity
gal	gallon (gallons)
gpd	gallons per Day
hr	hour
in	inch (inches)
Inc.	Incorporated
kg	kilogram (kilograms)
km	kilometer (kilometers)
kVAR	kilovolts amperes reactive
kW	kilowatt
l	liter (liters)
lb(s)	Pound(s)
m	meter (meters)
mfr	manufacturer
mg	milligram (milligrams)
ml/mls	milliliter (milliliters)
mm	millimeter (millimeters)
No	number
sq	square
Sta	Station
T & G	tongue and groove
Typ	typical
US	United States
yd	yard (yards)

C. Abbreviations on Drawings:
   1. As listed for Specifications above.
   2. Additional abbreviations, used only on Drawings, are indicated thereon.

1.4 SYMBOLS

A. Symbols in Specifications:

:	"shall be" or "shall" - where used within sentences or paragraphs
#1	number
1#	pound
&	and
%	percent
C	Centigrade
F	Fahrenheit
°	degree
/	"per," except where used to combine words; example: power/fuel, and in that case it means "and"
"	inch (inches)
'	foot (feet)
@	at

B. Symbols on Drawings:
   1. As listed for Specifications above.
   2. Symbols, used only on Drawings, are indicated thereon.

1.5 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.
B. The following definitions shall apply regardless of capitalization unless the context otherwise requires:
   1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
   2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.
   3. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

4. Agency: The Sonoma County Water Agency (SCWA), a public agency of the State of California, acting under and by virtue of the authority vested in the Owner by the laws of the State of California as an agent of District.
5. Agreement (Document 00520): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
6. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
7. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
8. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
9. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
10. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
11. Bidder: One who submits a Bid.
12. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
13. Board: The Board of Directors of the Owner.
14. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
    a. New Year's Day, January 1;
    b. Martin Luther King Jr.'s Birthday, third Monday in January;
    c. Lincoln's Birthday, February 12;
    d. Presidents' Day, third Monday in February;
    e. Memorial Day, last Monday in May;
    f. Independence Day, July 4;
    g. Labor Day, first Monday in September;
    h. Veterans' Day, November 11;
    i. Thanksgiving Day, as designated by the President;
    j. The Day following Thanksgiving Day;
    k. Christmas Day, December 25; and
    l. Each day appointed by the Governor of California and formally recognized by the Sonoma County Board of Supervisors as a day of mourning, thanksgiving, or special observance.
15. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.

16. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
17. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
    a. a change in the Work;
    b. the amount of the adjustment in the Contract Sum, if any; and
    c. the amount of the adjustment in the Contract Time, if any.
18. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
    a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00700 (General Conditions).
    b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for these Contract Documents, including Document 00800 (Supplementary Conditions) and Document 00805 (Supplementary Conditions – Hazardous Materials).
22. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00520 (Agreement), plus all changes, Addenda, and Modifications thereto.
23. Contract Modification: Either:
    a. a written amendment to Contract signed by Contractor and Owner; or
    b. a Change Order; or
    c. a Construction Change Directive; or
    d. a written directive for a minor change in the Work issued by Owner.
24. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
25. Contract Time: The number or numbers of Days or the dates stated in the Agreement:
    a. to achieve Substantial Completion of the Work or designated Milestones; and/or
    b. to complete the Work so that it is ready for final payment and is accepted.
26. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
27. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

28. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
29. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Owner is the judge of whether Work is Defective.
30. District: The South Park County Sanitation District, a local district of the State of California, acting by and through its Board of Directors.
31. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
32. Engineer: If used elsewhere in the Contract Documents, "Engineer" shall mean a person holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Engineer may be an employee of or an independent consultant to Owner. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to Owner. The term Engineer shall be construed to include employees of Engineer and/or employees that Engineer supervises. When the designated Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Engineer. If Engineer is an employee of Owner, or Agency, Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.
33. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
35. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
    a. All systems having been tested and accepted as having met requirements of Contract Documents.
    b. All required instructions and training sessions having been given by Contractor.
    c. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
    d. All punch list Work, as directed by Owner, having been completed by Contractor.
    e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
36. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
37. Furnish: Supply only, do not install.
38. Indicated: Shown or noted on the Drawings.

39. Install: Install or apply only, do not furnish.
40. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00700 (General Conditions).
41. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
42. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
43. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
44. Modification: Same as Contract Modification.
45. Not in Contract: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
46. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
47. Off Site: Outside geographical location of the Project.
48. Owner: The District.
49. Owner-Furnished, Contractor-Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
50. Owner's Representative(s): See Document 00520 (Agreement).
51. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
52. PCBs: Polyclorinated byphenyls.
53. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Agreement) or Document 01100 (Summary).
54. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
55. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Section 01320 (Progress Schedules and Reports) and Document 00700 (General Conditions).
56. Project: Total construction of which Work performed under Contract Documents may be whole or part.
57. Project Float: As defined in paragraph 1.2.B.3, Section 01320 (Progress Schedules and Reports).
58. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.

59. Project Record Documents: All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings; Project Record Specifications; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
60. Provide: Furnish and install.
61. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents as provided in Section 01250 (Modification Procedures). The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
62. Request for Proposals ("RFP"): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents. See Section 01250 (Modification Procedures).
63. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Section 01600 (Product Requirements).
64. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
65. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
66. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
67. Shown: As indicated on Drawings.
68. Site: The particular geographical location of Work performed pursuant to Contract Documents.
69. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 16.
70. Specified: As written in Specifications.
71. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
72. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of

Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

73. Superintendence: Executive oversight and charge of the main aspects of construction, including scheduling, sequence of subcontractor Work, and quality control.
74. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Section 01250 (Modification Procedures).
75. Testing and special inspection agency: An independent entity engaged by Owner to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
76. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
77. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Agreement) or Section 01100 (Summary).
78. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01450

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contractor's Quality Control
B. Quality of the Work
C. Inspections and Tests by Governing Authorities
D. Inspections and Tests by Serving Utilities
E. Inspections and Tests by Manufacturer's Representatives
F. Tests and Inspections by Owner or Owner's Independent Testing and Inspection Agency
G. Additional Testing and Inspection

1.2 CONTRACTOR'S QUALITY CONTROL

A. Contractor's Quality Control: Ensure that products, services, workmanship, and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed, or trained personnel.
B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.
D. At Contractor's expense, Contractor may employ a certified independent testing agency to perform compaction tests where there is disagreement. Owner may consider such tests, but will have the authority to make the final determination of relative compaction.
E. At Contractor's expense, Contractor may employ a certified independent welding inspection agency to perform welding inspections. Owner may consider such tests, but will have the authority to make the final determination of welding quality.

1.3 QUALITY OF THE WORK

A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as indicated or required by Contract Documents.
C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by Owner.
D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report

requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.

E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure Owner's advance written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

F. Verification of Quality: Work shall be subject to verification of quality by Owner in accordance with provisions of the Contract Documents.
   1. Cooperate by making Work available for inspection.
   2. Such verification may include mill, plant, shop, or field inspection as required.
   3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
   4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by Owner.
   5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.

G. Observations by Owner's Consultants: Periodic and occasional observations of Work in progress will be made by Owner and Owner's consultants as deemed necessary to review progress of Work and general conformance with design intent.

H. Limitations on Inspection, Test, and Observation: Neither employment of independent testing and inspection agency nor observations or tests by Owner and Owner's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

I. Owner's Acceptance and Rejection of Work: Owner reserves the right to reject all Work not in conformance with the requirements of the Drawings and Specifications, or otherwise Defective.

J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.

K. Acceptance of Defective Work: Acceptance of Defective Work, without specific written acknowledgement and approval of Owner, shall not relieve the Contractor of the obligation to correct such Work.

L. Contract Adjustment for Defective Work: Should Owner determine that it is not feasible or in Owner's interest to require Defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between Owner and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 00700 (General Conditions).

M. Non-Responsibility for Defective Work: Owner and Owner's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from Defective Work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and Owner and re-Work, and extra time and costs of all types. Contractor waives excuses for Defective Work relating

to Owner's prior review of Submittals and/or prior failure to notice Defective Work in place on inspection.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

A. Regulatory Requirements for Testing and Inspection: Comply with UBC requirements and all other requirements of governing authorities having jurisdiction.
B. Inspections and Tests by Governing Authorities: Cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
   1. Such authorities may include, but are not limited to, Office of Statewide Health Planning Department (OSHPD), Public Works Department, Fire Department, and similar agencies.
   2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

A. Inspections and Tests by Serving Utilities: Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting, and paying for such inspections shall be solely the Contractor's responsibility.

1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

A. Inspections and Tests by Manufacturer's Representatives: Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.7 TESTS AND INSPECTIONS BY OWNER OR OWNER'S INDEPENDENT TESTING AND INSPECTION AGENCY

A. Owner may conduct or Owner may select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Drawings, in Specifications, and as required by governing authorities having jurisdiction.
B. Responsibility for payment for such tests and inspections shall be as indicated in paragraph 1.7D below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
C. Contractor shall pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
   1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
   2. Changes in sources, lots, or suppliers of products after original tests or inspections.
   3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
   4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
   5. Contractor-submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
D. In addition to tests to be performed by Contractor (and to be paid by Contractor) as required elsewhere in Contract Documents, tests and special inspections that may be performed by Owner or Owner's independent testing and inspection agency or agencies and paid by Owner include, but are not limited to, the following:

SECTION	TESTS
02320	Granular bedding material:
"	-In-place density
"	-Moisture
"	-Sand equivalent
"	-Resistance (R-Value)
"	-Gradation
"	-Size
"	-Percent crushed rock
	Aggregate Base:
	-Resistance (R-Value)
	-Sand equivalent
	-Durability index

E. Owner may perform tests at any time at its discretion.

F. California Test Method No. 216 (Relative Compaction of Untreated and Treated Soils and Aggregates) and 231 (Relative Compaction of Untreated/Treated Soils and Aggregates [Area Concept Utilizing Nuclear Gauges]) may be modified as follows:
   1. In lieu of the specified 10-pound hammer, a Test Lab Model No. F-590 Mechanical Compactor (or equal) with a 10-pound hammer will be used.
   2. In lieu of the specified split cylindrical mold, a non-split cylindrical mold of the same diameter and wall thickness will be used.
   3. Any of the provisions of Test Method No. 216 which conflict with the use of such equipment described in (1) and (2) are considered void to the extent they preclude the use of such equipment.
   4. In lieu of the specified test form, an Owner standard form will be used.
   5. Correction for oversize material may be obtained from a table based upon the given equations and the coefficient for +3/4-inch aggregate will be computed from the following formulae:

      $Y = 1.0$ for $P = 10$ to 20
      $Y = 1.0 - .002 (P - 20)$ for $P = 20$ to 50

      where:

      Y = coefficient for 3/4" aggregate
      P = percent retained on 3/4" screen

   6. In lieu of the sand cone method of determination of in-place density, the method described in Part 1 of California Test Method 231 will be used except that the mode of operation and the probe depth will be determined by Owner.
   7. In-place density and relative compaction will be determined on the basis of individual test sites in lieu of the area concept.

G. Test and Inspection Reports: After each inspection and test by an independent testing and inspection agency or agencies, one copy of report shall be promptly submitted to Owner, who will distribute copies to Contractor and any agency having jurisdiction (if required by Code).
   1. Reports shall clearly identify the following:
      a. Date issued.

b. Project name and number.
c. Identification of product and Specifications Section in which Work is specified.
d. Name of inspector.
e. Date and time of sampling or inspection.
f. Location in Project where sampling or inspection was conducted.
g. Type of inspection or test.
h. Date of test.
i. Results of tests.
j. Comments concerning conformance with Contract Documents and other requirements.

2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
3. Samples taken but not tested shall be reported.
4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
5. When requested, testing and inspection agency shall provide interpretations of test results.

H. Contractor Responsibilities for Inspections and Tests:
1. Unless specified otherwise, notify Owner and testing agency 72 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if Owner provides a specific form, on that form).
   a. When tests or inspections cannot be performed after such notice, due to Contractor's negligence, reimburse Owner for testing and inspection agency personnel and travel expenses incurred.
2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
3. Cooperate with testing and inspection agency personnel, Owner, and Owner's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle Samples at the Site or at source of products to be tested, and to store and cure test Samples.
5. Provide, at least 15 Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

A. If initial tests or inspections made by Owner or the testing and inspection agency reveal that materials do not comply with Contract Documents, or if Owner has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, Owner shall pay all costs for such tests and inspections.
2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Temporary Electricity
2. Temporary Telephone
3. Temporary Water
4. Temporary Sanitary Facilities
5. Temporary Barriers and Enclosures
6. Tree and Plant Protection
7. Water Control
8. Noise Control
9. Traffic Control
10. Project Funding Signs
11. Storm Water Pollution Prevention Plan
12. Removal of Temporary Facilities and Controls

1.2 DEFINITIONS

A. Drip line: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.

B. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Drip line, compacting the soil within the Drip line, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Drip line, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.

1.3 SUBMITTALS

A. Tree Protection Plan, prepared by a Certified Arborist

1.4 TEMPORARY ELECTRICITY

A. Provide, maintain, and pay for electrical power at the Site for construction purposes.

1.5 TEMPORARY TELEPHONE

A. Provide, maintain, and pay for telephone service to field office at time of Project mobilization.

1.6 TEMPORARY WATER

A. Provide, maintain, and pay for suitable quality water service required for construction operations.

1.7 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers.

B. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
B. Provide barricades required by governing authorities to control public access to existing buildings.
C. Protect vehicular traffic, stored materials, Site, and structures from damage.
D. Install temporary construction fence as indicated.

1.9 TREE AND PLANT PROTECTION

A. Root protection: No storage of materials or equipment will be allowed within the Drip line. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
B. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
C. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. Owner will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from Owner. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
D. All damage shall be immediately reported to Owner, who will file a report so that penalties may be determined.
E. Any tree that is removed without Owner's permission or is irreparably damaged, in the opinion of Owner, shall cost Contractor $27.00 per square inch of cross section, measured at 4 ½ feet above ground, but not less than $250.00, such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and Owner determines that a tree has been irreparably damaged, Owner will impose the same penalty as for unauthorized removal of a tree.

1.10 WATER CONTROL

A. See Section 02240 (Dewatering) for information on ground water control.
B. Grade Site to drain unless otherwise indicated or specified.
C. Maintain excavations free of water.
D. Protect Site from puddling or running water.
E. Provide water barriers as required to protect Site from soil erosion.

1.11 NOISE CONTROL

A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

1.12 TRAFFIC CONTROL

A. Notification:
   1. At least 7 Days prior to commencement of Work, notify residents along the Project roadways, in writing, that traffic flows will be subject to detours and/or delays, and that access to individual driveways may be disrupted during working hours. Provide notice to Owner.

2. At least 7 Days prior to commencement of Work, post the Project area to inform drivers of impending construction Work and likely delays and detours.
3. Notify the property occupants, in writing, at least 3 Days in advance of the trenching across property occupants' driveways. Provide notice to Owner.
4. Coordinate vehicular access with police, sheriff, fire, garbage, USPS, Roseland School District, school bus company, Sonoma County Office of Emergency Services, and Sonoma County Permit and Resource Management Department at least 5 Business Days prior to commencement of Work, except 10 Business Days prior to street closure(s).
5. If any applicable permits require Contractor to notify residents or any organization of traffic detours or delays, provide such notice(s) to Owner.

B. Traffic Control Measures:
1. Traffic control and safety precautions shall conform with the Caltrans "Manual on Uniform Traffic Control Devices (MUTCD) 2003, as amended by the MUTCD California Supplement," all provisions of the County of Sonoma and City of Santa Rosa encroachment permits, and with these Specifications.
2. Pay for costs for traffic signage, including flagging.
3. Provide safe passage for vehicular and pedestrian traffic through the Work at all times.
4. Traffic on two-lane streets may be reduced to one lane provided that, with all restriction of traffic flow, flaggers, cones, signs, and barricades are furnished as required by Owner. Permit the traffic equal flow time in each direction.
5. Maintain access to public and private buildings, businesses and driveways. Provide approved metal "bridge" or temporary backfill for access when and where required within ½ hour after request by Owner except that emergency vehicles and personnel shall be provided immediate access at all times.
6. Restore access to all residences for all non-working hours, holidays, and weekends.

C. Maintain traffic control measures:
1. Maintain traffic control through the Site and provide local access as specified herein regardless of rain or other causes, either within or beyond the control of Contractor, that may force suspension or delay of the Work. At all times keep on the Site such materials, labor forces, and equipment as may be necessary to keep the streets and driveways within the Site open to traffic and in good repair. Expedite the passage of such traffic, using such labor forces and equipment as may be necessary.

1.13 PROJECT FUNDING SIGNS

A. General:
1. Provide and place the Project funding signs as indicated and as specified herein and subsequently remove and dispose of the signs Off Site after Final Acceptance.

B. Products:
1. Face of signs: Douglas fir exterior plywood, grade A/C-X or better.
2. Posts: Rough No. 2 Douglas fir or better.
3. Paint:
   a. Primer: white exterior latex primer, such as Moore Craft, as manufactured by Benjamin Moore Paints or Approved Equal.
   b. Paint: flat white latex paint, such as Moore Guard, as manufactured by Benjamin Moore Paints or Approved Equal.
   c. Lettering: soft-gloss black latex paint, such as Moore Glo, as manufactured by Benjamin Moore Paints or Approved Equal.

C. Execution:
   1. Sign construction: Embed posts as indicated into the ground in holes backfilled with clean, dry sand compacted to 95% relative compaction by jetting or ponding. Center posts on the backside of the signs. Secure plywood to each post with 8 evenly spaced 16d galvanized nails.
   2. Paint all exposed parts of the posts and both sides of the plywood with one coat of primer. Paint the front of the signs with two additional coats of paint.
   3. Lettering: Helvetica medium, of the sizes and wording indicated
   4. Placement and removal: Place signs before any other construction commences. Remove signs after the final inspection.
   5. Locations of Project identification signs as indicated are approximate only. Owner will determine exact locations of signs.
   6. No other signs are allowed without Owner's permission except those required by law.

1.14 STORM WATER POLLUTION PREVENTION PLAN

A. Prior to commencement of Work at the Site, obtain Owner approval on a Storm Water Pollution Prevention Plan (SWPPP) prepared in accordance with:
   1. The Caltrans Storm Water Quality Handbooks:
      a. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual; and
      b. Construction Site Best Management Practices (BMPs) Manual.
   2. State Water Resources Control Board (SWRCB), Order No. 2009-0009 – DWQ, National Pollutant Discharge Elimination System (NPDES), General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit). The permit is available at Owner's office or is available online at: http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml. Effective July 1, 2010, the requirements of this order replace and supersede State Water Board Orders No 99-08-DWQ and 2003-0007-DWQ.

B. Develop and implement a monitoring program in accordance with the requirements of the General Permit to verify compliance with the General Permit.

C. Submit SWPPP to Owner for review in accordance with Section 01330 (Submittal Procedures). Provide the SWPPP to Owner prior to commencement of Work at the Site.

D. The SWPPP shall include all of the requirements in paragraphs 1.14A, 1.14B, and 1.14C of this Section 01500. Particular attention shall be paid to:
   1. Site Map
   2. Locations of all equipment and materials storage
   3. Location and containment for fueling area, construction entrances, and concrete washouts
   4. Locations of all other staging areas, stockpile areas, and disposal sites.
   5. Location of sanitation facilities
   6. All erosion and sediment control BMPs, as well as non-storm water BMPs
   7. Dewatering plan

E. Water Pollution Control Drawings shall be of sufficient size and scale to detail BMP locations. Remove all extraneous information from the base sheets to improve clarity, including geometric equations, notes, details, and all data not related to water pollution control work. Use a copy of the appropriate Drawing(s) as a base sheet(s) with the pertinent stage of construction drawn in as an overlay to accurately reflect Site conditions at various

phases of construction. Provide enlarged detail mapping as necessary to detail BMP locations.

F. Revise and update the SWPPP whenever there is a change in construction operations that may affect the Site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system.
G. Failure to fully comply with the requirements of the General Permit shall subject Contractor to all fines, damages, and job delays incurred due to failure to implement the SWPPP.
H. Keep a copy of the General Permit, together with updates and revisions at the Site. Furnish SWPPP to Owner upon Owner's request.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
B. Remove underground installations to a minimum depth of 3 feet, unless noted otherwise.
C. Clean and repair damage caused by installation or use of temporary Work.
D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01540

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.1 SUBMITTALS

A. Safety Program.
B. Fire Protection Plan.

1.2 PROTECTION

A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
B. Properly protect the Work:
   1. With lights, guard rails, temporary covers and barricades.
   2. Enclose excavations with proper barricades.
   3. Brace and secure all parts of the Work against storm and accident.
   4. Provide such additional forms of protection that may be necessary under existing circumstances.
C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.3 CONTROL OF SITE

A. Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.4 SAFETY PROGRAM

A. Prior to starting any Work at the Site, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or by a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
B. Receipt and/or review of the Safety Program by Owner, Engineer or Owner's Representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.

D. Safety Program components:
   1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
   2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
   3. Confined Space Program:
      a. The Site contains permit- and non-permit-confined spaces. Owner will provide Contractor with any available information regarding existing permit space hazards, entry operations, and safety information relating to Work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157).
      b. Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Owner of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.5 SAFETY REQUIREMENTS

A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control:
   1. Store volatile wastes in covered metal containers and remove from premises daily.
   2. Prevent accumulation of wastes that create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1. Do not burn or bury rubbish or waste material on the Site.
   2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
   3. Do not dispose of wastes into streams or waterways.

D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same Day as the occurrence of said incident.

1.6 SITE SAFETY OFFICER

A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by Owner Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Owner, the implementation and enforcement of these plans shall

become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Owner.

B. Owner's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.7 FIRE PROTECTION PLAN

A. Prior to starting any Work at the Site, submit a fire protection plan that has been reviewed and approved by the City of Santa Rosa Fire Protection District. It is recommended that the plan include, but not be limited to, a discussion of the following items:
   1. Equipment spark arresters
   2. Fire-extinguishing equipment on hand
   3. Method of operation in case of fire
   4. Notification to authorities of any fire
   5. Access available during performance of Work
   6. Educating workers of fire protection plan
   7. Storage protection for flammable materials

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products
B. Product Options and Substitutions
C. Product Delivery Requirements
D. Product Storage and Handling

1.2 PRODUCTS

A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components required for reuse.
B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary:
   1. This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).
B. For products specified by naming one manufacturer only, Owner believes that the manufacturer listed is capable of producing equipment or products that will satisfy the requirements of the associated Specification. This statement, however, shall not be construed as an endorsement of a particular manufacturer's product, nor shall it be construed that a named manufacturer's standard product will comply with the requirements of the associated Specification. In such cases, the Owner is not aware of an equal manufacturer.
C. Contractor's Options:
   1. For products specified only by reference standard: Select any product meeting that standard.
   2. For products specified by naming one or more products or manufacturers:
      a. Select products of any named manufacturer meeting Specifications.
      b. If product becomes unavailable due to no fault of Contractor or if the product specified no longer complies with local regulations or laws, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660 (Substitution Request Form), but using the term "Contractor" each place the term "Bidder" appears in that form.
D. Substitutions:
   1. Except as provided in Document 00200 (Instructions to Bidders) with respect to "or Approved Equal" items, Owner will consider Contractor's substitution requests only

when product becomes unavailable due to no fault of Contractor or if the product specified no longer complies with local regulations or laws. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).

2. Submit separate RFS for each product and support each request with:
   a. Product identification.
   b. Manufacturer's literature.
   c. Samples, as applicable.
   d. Name and address of similar projects on which product has been used, and dates of installation.
   e. Name, address, and telephone number of manufacturer's representative or sales engineer.
   f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Contractor to furnish additional data about the proposed substitute.
6. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   a. Results in delay meeting construction Milestones or completion dates.
   b. Is indicated or implied on submittals without formal request from Contractor.
   c. Is requested directly by Subcontractor or supplier.
   d. Acceptance will require substantial revision of Contract Documents.
   e. Disrupts Contractor's job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of Owner.
8. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

9. Accepted substitutions will be evidenced by a Change Order or a CCD. All Contract Document requirements apply to Work involving substitutions.

E. Contractor's Representation and Warranty:
1. Contractor's RFS constitutes a representation and warranty that Contractor:
a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
b. Will provide the same warranty for substitution as for specified product.
c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
d. Waives claims for additional costs which may subsequently become apparent.
e. Will compensate Owner for additional redesign costs associated with substitution.
f. Will be responsible for Construction Schedule slippage due to substitution.
g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.
h. Will compensate Owner for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.

F. Owner's Duties:
1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

G. Administrative Requirements:
1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS

A. Deliver products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 PRODUCT STORAGE AND HANDLING

A. Store products only in staging area per provisions of Section 01100 (Summary).
B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
C. For exterior storage of fabricated products, place on appropriate supports, above ground.
D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
E. Store loose granular materials on solid flat surfaces in a well-drained area.
F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01740

CLEANING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Progress Cleaning
   2. Final Cleaning

B. Related Sections:
   1. Section 01500 (Temporary Facilities and Controls)
   2. Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)

1.2 PROGRESS CLEANING

A. Perform periodic cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

B. Where required, wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

C. Keep all paved roads clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

E. Disposal of Materials:
   1. All waste materials, debris, and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
   2. Contractor is cautioned that the County of Sonoma and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
   3. Become familiar with the requirements of the agency having jurisdiction over any contemplated disposal site and comply with all such requirements.

F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations, and, if applicable, in accordance with Contractor's soil disposal plan. If Contractor elects to dispose of soil on any private property, prior to any such disposal, a letter allowing such disposal shall be obtained from the property owner and presented to Owner. The letter shall state that the property owner has complied with all necessary local, state, and federal laws with respect to disposal on property owner's property. Contractor is advised that the property owner is required to obtain a fill permit from PRMD. Regardless of the location of the disposal area, Contractor shall specify the location in the Storm Water Pollution Prevention Plan (SWPPP) if required under Section 01500 (Temporary Facilities and Controls). Any requirements in the SWPPP that pertain to the area of Work shall also apply to the disposal area. In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from

each affected property owner will be required releasing Contractor, Owner, Agency, and any Owner consultant from future liability.

G. If Contractor does not properly clean the Site, in the opinion of Owner, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final inspection, using only properly skilled workers.
B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
D. Clean interior and exterior surfaces exposed to view: remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
F. Clean Site.
G. Mechanically sweep paved areas.
H. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Description of Contract closeout procedures including:
      a. Removal of Temporary Construction Facilities
      b. Substantial Completion
      c. Final Completion
      d. Project Record Documents
      e. Project Guarantee
      f. Warranties
      g. Turn-In
      h. Computer Programs
      i. Release of Claims
      j. Fire Inspection Coordination
      k. Building Inspection Coordination

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
B. Clean and repair damage caused by installation or use of temporary facilities.
C. Restore permanent facilities used during construction to specified condition.
D. Comply with paragraph 1.15 of Section 01500 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit timely written notice to Owner, with list of items remaining to be completed or corrected.
B. Within reasonable time, Owner will inspect to determine status of completion.
C. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions.
D. Remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay the cost of the reinspection.
E. When Owner concurs that Work is Substantially Complete, Owner will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
F. Before a Certificate of Substantial Completion will be issued, Contractor must accomplish:
   1. Submittal of complete Project set of survey notes of construction staking, including but not limited to field notes, maps, drawings, coordinate listings and all other survey information produced as a result of the Work.
G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are

required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse Owner for costs associated with these visits.

1.4 FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for Owner's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:
   1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
   2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
   3. Work is complete and ready for final inspection.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When Owner finds Work is acceptable and final closeout submittals are complete, Owner will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should Owner determine that Work is incomplete or Defective:
   1. Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items.
   2. Promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.
   3. When Owner determines that the Work is acceptable under the Contract Documents, Owner will request Contractor to make closeout submittals.

D. Final adjustments of accounts:
   1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00650 (Agreement and Release of Any and All Claims).
   2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.5 PROJECT RECORD DOCUMENTS

A. Contract Documents will not be closed out and final payment will not be made until completion and submittal of Project Record Documents described in Section 01780 (Project Record Documents).

1.6 PROJECT GUARANTEE

A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00700 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor

of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Owner may make repairs to Defective Work as set forth in Document 00700 (General Conditions), paragraph 9.3.

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section 01770 shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

1.7 WARRANTIES

A. Execute Contractor's Submittals and assemble warranty documents and operation and maintenance manuals executed or supplied by Subcontractors, suppliers, and manufacturers.
   1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
   2. Assemble in Specification Section order.

B. Submit material prior to final Application for Payment.
   1. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation.
   2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect Owner against failure of Work and against deficient, Defective, and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:
   1. Unusual or abnormal phenomena of the elements
   2. Vandalism after Substantial Completion
   3. Insurrection or acts of aggression including war

E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.
2. Where specified, warranty shall be countersigned by Subcontractors and installers.

I. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
2. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

K. Transfer of Warranties: Any warranty shall automatically transfer, without charge, to a subsequent owner who acquires the Project. Any transfer of the Project shall not extend the duration of any warranty.

L. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

1.8 TURN-IN

A. Contract Documents will not be closed out and final payment will not be made until all keys and locks issued to Contractor during prosecution of Work and letters from property owners, if required under paragraph 1.2.F of Section 01740 (Cleaning), are turned in to Owner.

1.9 COMPUTER PROGRAMS

A. When any equipment requires operation by computer programs, submit 5 sets of the program, on appropriate electronic media, plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows XP compatible. Provide required licenses to Owner at no additional cost.

1.10 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until Document 00650 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and Owner.

1.11 FIRE INSPECTION COORDINATION

A. Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

1.12 BUILDING INSPECTION COORDINATION

A. Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Administrative and procedural requirements for the following Project Record Documents:
      a. Project Record Drawings and Shop Drawings
      b. Project Record Specifications
      c. Miscellaneous Project Record Submittals
B. Specific Project Record Documents requirements that expand requirements of this Section may be included in the individual Sections of Divisions 2 through 16.

1.2 SUBMITTAL

A. During construction, bring hard-copy updates of the Project Record Drawings (Field Set) to monthly Progress Payment Meetings.
B. At completion of Project, deliver Project Record Documents to Owner. Project Record Documents required include:
   1. Marked-up copies of Drawings (Field Set)
   2. Final Project Record Drawings
   3. Marked-up copies of Specifications
   4. Marked-up copies of Shop Drawings, if applicable
   5. Miscellaneous Project Record Submittals
C. Accompany submittal with transmittal letter containing:
   1. Date
   2. Project title and Owner's Contract number
   3. Contractor's name and address
   4. Number and title of each Project Record Document
   5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

1.3 GENERAL

A. Prior to start of construction, Owner will provide one full size set of Drawings and one copy of the Project Manual for Contractor's use for recording as-built conditions.
B. Post changes and Modifications to the Contract Documents as they occur. Do not wait until the end of the Project. Owner will review Project Record Documents on a monthly basis to assure compliance with this requirement.
C. Refer instances of uncertainty to Owner for resolution.
D. Maintenance of Documents:
   1. Store Project Record Documents in the field office apart from Contract Documents used for construction.
   2. Do not permit Project Record Documents to be used for construction purposes.
   3. Maintain Project Record Documents in good order and in a clean, dry, neat, and legible condition.
   4. Make Project Record Documents available at all times for inspection by Owner.

1.4 PROJECT RECORD DRAWINGS AND SHOP DRAWINGS

A. Quality Draftsmanship: All Work on Project Record Drawings and Project Record Shop Drawings shall be performed by competent drafters and shall be clear and fully legible. Owner shall be the sole judge of the acceptability of the Project Record Drawings and Project Record Shop Drawings.

B. Mark-up Procedure: During the construction period, maintain a set of full size prints of Drawings and Shop Drawings for Project Record Documents purposes ("Field Set"). Stamp each document (on each sheet or page) "PROJECT RECORD" in 2-inch high letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark Drawings and Shop Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
   a. Dimensional changes to the Drawings and Shop Drawings
   b. Revisions to details shown on the Drawings and Shop Drawings
   c. Depths of various elements of foundation in relation to main floor level or survey datum
   d. Variable or concealed field conditions
   e. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
   f. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
   g. Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
   h. Actual numbering and set points of each electrical circuit
   i. Field changes of dimension and detail
   j. Revisions to routing of piping and conduits
   k. Revisions to electrical circuitry
   l. Actual equipment locations
   m. Duct, conduit, and cable size and routing
   n. Changes made by Change Order or CCD
   o. Details not on original Drawings or Shop Drawings
2. Mark completely and accurately Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Drawings location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Use revision block to record information related to the mark-ups, including CCD numbers; Alternate numbers, Change Order numbers, and similar identification.
5. Mark Drawing and Shop Drawing sets with red, erasable colored pencil.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing or Shop Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings or Shop Drawings.

a. Accurately record information in an understandable and legible drawing technique.
b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

C. Preparation of Project Record Drawings and Project Record Shop Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings (Field Set)and Project Record Shop Drawings with Owner. When authorized, prepare final Project Record Drawings and Project Record Shop Drawings.
1. Project Record Drawings:
a. Prior to review of Contractor's Application for Payment, the Owner and Contractor will review updates to the Field Set of Project Record Drawings to verify that record documents are current.
b. Upon Certification of Substantial Completion, Contractor will transfer all updates from the "Field Set" to a clean set of full size contract drawings furnished by the Owner. Each sheet shall include a Project Record Drawing stamp which is dated and "wet signed" by the Contractor.
c. If Contractor chooses and Owner approves in advance, Contractor may submit electronic updates on final Project Record Drawings, so long as final Project Record Drawings preserve the integrity of the data and are compatible with Owner's software.
2. Project Record Shop Drawings:
a. Transfer all information previously marked on Field Set to a separate clean set of Shop Drawings provided by Owner. Erase, redraw, and add details and notations where applicable. Identify and date each Shop Drawing; include the printed designation "PROJECT RECORD SHOP DRAWING" in a prominent location on each Shop Drawing. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheet.

D. In addition to requirements of this Section, comply with supplemental requirements of Divisions 15.
1. Division 15 of the Specifications may require the preparation of large scale, detailed layout drawings of the Work of that Division. These layout drawings are not Shop Drawings as defined by Section 01420 (References and Definitions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
2. Include these layout drawings as part of the Project Record Documents.

1.5 PROJECT RECORD SPECIFICATIONS

A. During the construction period, maintain one copy of the Specifications, including Addenda and Modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and CCD Work, and information on concealed installation that would be difficult to identify or measure and record later.
1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Installation, Operation, and Maintenance Manuals.
3. For each principal product specified, indicate whether data has been submitted in Installation, Operation, and Maintenance Manuals.

C. Preparation of Project Record Specifications: Immediately prior to inspection for Certification of Substantial Completion, review completed Field Set Project Record Specifications with Owner. When authorized, prepare final Project Record Specifications.
1. After Substantial Completion and before Final Completion, carefully transfer all data shown on the Field Set to a separate clean set of Specifications provided by Owner. Include the printed designation "PROJECT RECORD SPECIFICATION" in a prominent location on the Specifications.

1.6 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Owner for Owner's records. Categories of requirements resulting in miscellaneous records may include, but are not limited to, the following:
1. List all products used in the Project, organized by Specification section and article. Product list shall be submitted in an electronic format, compatible with Microsoft Excel 2000.
2. Delivery records of materials incorporated into the Work
3. Records of product lot numbers and expiration dates
4. Quality Assurance/Quality Control records for field Work

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 2

SITE CONSTRUCTION

SECTION 02110

EXCAVATION, REMOVAL, AND HANDLING OF HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Management of asbestos cement pipe

1.2 SUBMITTALS

A. Work Plans:
   1. Hazardous Waste Testing, Handling, Stockpiling, Transporting, and Disposal Plan for Asbestos Cement Pipe (ACP Plan):
      a. Prepared and stamped by a California Registered Professional Civil Engineer or a California Registered Geologist experienced in construction activities involving hazardous materials
      b. The ACP Plan shall, at a minimum, contain the following:
         1) General
            (a) Detailed description of the proposed construction methods for safely excavating, containing, stockpiling, transporting, and cleanup of asbestos cement pipe
            (b) Proposed location of temporary stockpiling area(s)
            (c) Procedure for:
               (i) Erosion/surface water runoff control
               (ii) Security
               (iii) Dust prevention
               (iv) Decontamination of construction
            (d) Description of the required documents to be obtained by Contractor, including EPA Waste Generator Number(s) and waste manifests, if required.
            (e) Description of permits (if any) that must be obtained or regulations that must be complied with in order to implement the Plan.
            (f) Names and addresses of Contractor's proposed permitted facilities for treatment, recycling, and/or disposal
            (g) Any proposed treatment methods to be implemented prior to disposal
      c. Upon Owner's favorable review of the ACP Plan, submit the ACP Plan to appropriate regulating agencies for review as required. Regulating agencies may include, but are not limited to, the following:
         1) Sonoma County Department of Emergency Services
         2) Bay Area Air Quality Management District (BAAQMD)
         3) Sonoma County Health Services Department, Division of Environmental Health (SCDEH)
         4) PRMD

5) OSHA
6) Other agencies, as applicable

d. Obtain all necessary approvals and permits
e. Submit all necessary notifications
f. Submit approvals and permits to Owner prior to mobilization

1.3 PROJECT CONDITIONS

A. Existing Conditions:
1. Asbestos Cement Pipe:
a. Some existing sanitary sewer pipe and fittings to be removed are expected to be asbestos cement pipe.
b. All known locations of asbestos cement pipe are indicated; other locations may exist.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 HAZARDOUS MATERIAL MANAGEMENT

A. Asbestos Cement Pipe:
1. Remove, handle, store, transport, and dispose of pipe in accordance with all applicable regulations and the approved ACP Plan.
2. Dust emissions of friable material are prohibited. Owner will stop all Work until material is properly managed.

END OF SECTION

SECTION 02116

GROUNDWATER DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Handling, storage, testing, transporting and disposal of groundwater from trench dewatering.

1.2 SUBMITTALS

A. Quality Assurance/Control Submittals:
   1. Groundwater Characterization and Management Plan:
      a. Prepare a Plan that describes the storage, characterization, treatment, transportation, and disposal of groundwater generated during trench excavation dewatering activities along the sewer pipeline alignment.
         1) A California Registered Professional Civil Engineer or a California Registered Geologist experienced in construction activities involving groundwater silt removal shall prepare and stamp the Plan.
         2) Upon Owner's review of Plan, submit the Plan for review to City of Santa Rosa Industrial Waste Division
      b. If necessary, obtain any approvals and permits
      c. Submit approvals and permits to Owner prior to implementing the Plan.
      d. The Plan shall, at a minimum, contain the following:
         1) Estimated volume of water expected to be generated during dewatering activities and the rate of extraction.
         2) A list of chemicals of concern that may potentially be present in groundwater entering trench excavations.
         3) Description of the type of tanks to be used for storing groundwater and estimate of the number of tanks required.
         4) Proposed temporary stockpile area for groundwater storage bins.
         5) Name and phone number for proposed state-certified chemical analytical laboratory.
         6) List of chemical analyses required for disposal.
         7) Planned method for achieving the water quality requirements required by the receiving facility, if any.
         8) Planned method(s) of dewatering and conveying groundwater generated from construction activities to the receiving facility, including a map.
         9) Procedures to ensure against spills, releases, or leaks during dewatering and conveyance of affected water to the receiving facility.
         10) Identification of permits or design limitations (e.g., flow rate, emission rate) of the receiving facility that may affect dewatering operations.
         11) A description of the required documents to be obtained by Contractor.
         12) Notification procedures in the event of an emergency.
         13) Procedures for notification and coordination with receiving facility personnel prior to when dewatering activities are to occur.
         14) A description of permits (if any) that must be obtained or regulations that must be complied with in order to implement the management plan.

15) Identification of groundwater management procedure to be used for handling and disposing groundwater containing contaminants exceeding the acceptable limits for discharging to sanitary sewer.
16) Any proposed pre-disposal treatment methods and associated permits that must be obtained or regulations that must be complied with in order to implement the proposed pre-disposal treatment methods.

2. Reports: Laboratory analysis reports

1.3 PROJECT CONDITIONS

A. Existing Conditions:
1. There is a potential for the presence of reportable concentrations of silt in the groundwater from dewatering activities along the sewer pipeline alignment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GROUNDWATER MANAGEMENT

A. Groundwater Characterization and Management Plan Implementation:
1. Implement the approved Groundwater Characterization and Management Plan for groundwater encountered during trenching operations.
2. Provide a minimum of two 2,500-gallon double-walled water storage tanks on Site. If more storage capacity is needed, provide additional storage tanks on Site. Water storage tanks shall be stored at an Owner-approved area.
3. Collect groundwater samples from holding tank(s) and submit to a State-Certified chemical analysis laboratory. Analyses required for the samples shall at a minimum include: Silt, EPA 8260, TPH-gas and TPH-diesel, including oxygenates prior to any discharge to the sanitary sewer, or as otherwise required by the City of Santa Rosa Industrial Waste Division. Additional analyses shall be performed that may be required by the receiving facility for disposal or recycling of the groundwater.
4. Discharge of groundwater to the sewer:
   a. Store dewatering water in tanks.
   b. Analyze water per City of Santa Rosa's Wastewater Discharge Limitations related to "One Time Groundwater Discharge."
   c. Provide analytical results to Owner.
   d. Fax analytical results to City of Santa Rosa's Industrial Waste Division (fax: 707-543-3398, phone: 707-543-3393).
   e. Obtain written approval to discharge from Owner and City of Santa Rosa, and provide Owner with copy of chemical analysis results and written approval from City of Santa Rosa.
   f. Notify Owner and City of Santa Rosa's Industrial Waste Division a minimum of 48 hours prior to any discharge to sewer following approval of analytical results. State intention to discharge to sewer and include location, start date, and time.
   g. Discharge location shall be approved in writing by the City of Santa Rosa's Industrial Waste Division and Owner.

h. Discharge through a totalizing meter that has been calibrated within one week of discharge. Provide written evidence of meter calibration by a certified meter calibration company prior to any discharge.

5. Upon completion of dewatering Work, remove temporary water storage tanks and dewatering pumps from the Site.

END OF SECTION

SECTION 02240

DEWATERING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sizing, details, materials, and operational requirements for dewatering systems.
B. Related Sections:
   1. Section 02116 (Groundwater Disposal)

1.2 SYSTEM DESCRIPTION

A. Performance Requirements:
   1. Be sufficient in size and capacity to control surface and sub-surface water (groundwater).
   2. Allow for the safe performance of Work within excavations.
   3. Allow material to be excavated and placed in a dry condition.
   4. Provide sufficiently dry ground conditions to permit excavation and placement of materials to grades indicated and allow construction to be performed to the specified quality required for the various items of Work affected by dewatering.
   5. Prevent loss of fines, seepage, boils, quick conditions, or softening of foundation strata.
   6. Maintain adequate control of groundwater so that the stability of excavated and constructed slopes is not adversely affected by saturated soil and damage to structures or other facilities does not occur.
   7. Prevent erosion.
   8. Prevent flooding of excavations.
   9. Protect excavations from becoming wet from surface water.
   10. Discharge and dispose of water in a manner that complies with applicable permits, laws, and regulations, causes no injury to public and private property, and is not a menace to public health.
   11. Keep trenches and pits free from water while pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the Work against possible flotation or leakage.

1.3 SUBMITTALS

A. Shop Drawings:
   1. Dewatering plan to include:
      a. Drawings, data, and operation schedule
      b. Location, depth, and size of wellpoints, headers, sumps, and ditches
      c. Size and location of discharge lines
      d. Capacities of pumps and standby units
      e. Detailed description of dewatering methods to be employed to convey the water from Site to a designated disposal site
      f. Point of discharge

1.4 QUALITY ASSURANCE

A. Control the rate and effect of dewatering in such a manner as to avoid settlement and subsidence.
B. Ensure the integrity of the finished Project.
C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, establish reference points and observe at frequent intervals to detect any settlement that may develop. The responsibility for conducting the dewatering operation in a manner that shall protect adjacent structures and facilities rests solely with Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of Contractor.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Dewatering, where required, may include, but not be limited to, the use of well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means.

PART 3 - EXECUTION

3.1 GENERAL

A. Portions of the Work are subject to the dewatering requirements specified herein.
B. Have on hand at all times sufficient pumping equipment and machinery in good working condition.
C. Have available at all times competent workers for the operation of the pumping equipment.
D. Have available at all times adequate standby power generation equipment to ensure efficient maintenance of dewatering operation during power failure.
E. Unless otherwise indicated, maintain water level at least two feet below the bottom of excavation in Work areas where groundwater occurs.
F. Commence dewatering when groundwater is first encountered and continue throughout excavation, construction, pipe laying, backfilling, as applicable, and until water can be allowed to rise in accordance with the provisions of this Section 02240 or other requirements.
G. At all times, Site grading shall promote drainage. Divert surface runoff from excavations. Collect water entering excavation from surface runoff in shallow ditches around the perimeter of the excavation, drain to sumps, and pump or drain by gravity from the excavation to maintain a bottom free from standing water.
H. Preserve the undisturbed bearing capacity of the subgrade soils at bottom of excavation.
I. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, excavate affected areas and replace with drain rock at no additional cost to Owner.
J. Prevent flotation by maintaining a positive and continuous removal of water.
K. If well points or wells are used:
    1. Adequately space to provide the necessary dewatering.
    2. Sandpack and/or other means to prevent pumping of fine sands or silts from the subsurface.

3. Maintain a continual check to ensure that the subsurface soil is not being removed by the dewatering operation.

L. Furnish, install, operate, and maintain necessary pumping and other equipment for dewatering the various parts of the Work, and control surface flow and groundwater that may be encountered while performing the Work. Remove water that may accumulate in the excavation while the Work progresses so Work can be performed in dry conditions. Have sufficient pumping equipment available for immediate use. Under no circumstances is the laying of pipe or placing of concrete in water permitted.

M. Release groundwater to its static level in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill, and prevent flotation or movement of structures and pipelines.

N. Ensure that excavations are dry before Work is undertaken.

O. The discharge and disposal of water shall not result in the deposition of sediments that could cause current or future nuisance or adversely affect the beneficial uses of the receiving water area.

P. Refer to Section 02116 (Groundwater Disposal) for other requirements related to groundwater disposal.

END OF SECTION

SECTION 02255

SHORING

PART 1 GENERAL

1.1 SUBMITTALS

A. Shop Drawings:
   1. Shoring System(s):
      a. Include supporting calculations for proposed shoring systems. Include details, arrangements, and the methods of installation, as applicable. Indicate depth of excavation at which support system will be installed.
      b. Show in the calculations the full excavation depth load to be carried by various members of the support system. Include design loads and calculated deflections of shoring and support members.
      c. Describe method of installation and removal of shoring, including the sequencing of specific components as related to excavation, construction, and backfilling operations.

B. QA/QC Submittals:
   1. Qualification Statements: Provide evidence of license for California civil or structural engineer.

1.2 DEFINITIONS

A. For the purposes of this section, shoring or shoring system shall mean shoring, sheeting, shielding, sloping, bracing, or equivalent provisions and protective systems for worker protection from the hazard of caving ground in open trenches, pits, and other excavations.

1.3 SYSTEM DESCRIPTION

A. Design Requirements:
   1. Comply with CCR Title 8, Division 1, Chapter 4, subchapter 4 (Construction Safety Orders), Section 1541.1.
   2. Support earth and rock pressure; unrelieved hydrostatic pressures; utility loads; equipment; applicable traffic and construction loads; earthquake loads, if required; and other surcharge loads.
   3. Support the maximum loads that can occur during construction.

B. Performance Requirements:
   1. Provide a stable excavation without lateral or vertical movement or settlement of the ground.
   2. Prevent damage to or movement of adjacent structures and utilities.
   3. Provide dry conditions to facilitate expeditious construction within excavations.
   4. Maintain stability of sides and bottom of excavation.

1.4 PROJECT CONDITIONS

A. Existing Conditions: If existing utilities interfere with proposed method of support, modify the support system at Contractor's expense.

PART 2 PRODUCTS

2.1 MATERIALS

A. Timber and structural metal used for the supporting system, whether new or used shall be sound and free from defects that may impair their strength.

PART 3 - EXECUTION

3.1 GENERAL

A. Proceed with caution in areas where utilities are within the shoring and excavation prism. Expose utilities by hand excavation.
B. Maintain bracing support members in tight contact with each other and with the surface being supported.
C. Remove sheet piling and other shoring in such a manner as to prevent caving at the walls of excavations or damage to piping, structures, or other improvements.
D. Immediately fill voids created by the removal of the supporting system with well-graded cohesionless sand, lean concrete, or sand cement grout.
E. Remove shoring as backfilling progresses but only when banks are stable and safe from caving or collapse.
F. Unless otherwise approved by Owner, leave no sheeting in a trench and make no backfill against the sheeting before it is removed. If sheeting extends below the invert of the pipe and is approved by Owner to be left in place, remove the upper portion by trimming in a manner satisfactory to the Owner.

END OF SECTION

SECTION 02320

EXCAVATION, BEDDING, BACKFILL, AND RESURFACING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Existing Asphalt Concrete Removal and Disposal
2. Existing Road Base Removal and Disposal
3. Trench Excavation
4. Bedding
5. Aggregate and Native Backfill
6. Geotextile Fabric
7. Controlled Low Strength Material (CLSM)
8. Drain Rock
9. Aggregate Base
10. Tack Coat
11. Asphalt Concrete Trench Resurfacing
12. Asphalt Concrete Street Surface Repair Outside of Trench
13. Cold Milling
14. Street Cleaning
15. Asphalt Concrete Street Overlay
16. Street Crack Sealing and Asphaltic Slurry Seal
17. Street Re-striping
18. Concrete
19. Steel Reinforcement
20. Steel Trench Plates
21. Turf Removal, Replacement, and Protection
22. Chain Link Gate
23. Temporary Chain Link Fencing
24. Street Centerline Monuments

B. Related Sections:
1. Section 02240 (Dewatering)
2. Section 02255 (Shoring)
3. Section 02535 (Sanitary Sewerage Systems)
4. Section 02536 (Sanitary Utility Sewerage Manholes, Frames, and Covers)

1.2 REFERENCES

A.	ASTM A615	Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
B.	ASTM C33	Standard Specification for Concrete Aggregates
C.	ASTM C94	Standard Specification for Ready-Mixed Concrete
D.	ASTM C150	Standard Specification for Portland Cement
E.	ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete

F.	ASTM C494	Standard Specification for Chemical Admixtures for Concrete
G.	ASTM C618	Standard Specification for Coal Fly Ash and Raw Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
H.	California Test Method No. 216	Relative Compaction of Untreated and Treated Soils and Aggregates
I.	California Test Method No. 231	Relative Compaction of Untreated/Treated Soils and Aggregates (Area Concept Utilizing Nuclear Gauges)
J.	Caltrans 20-4.05	Standard Specification for Planting
K.	Caltrans 20-4.06	Standard Specification for Watering
L.	Caltrans 20-4.07	Standard Specification for Replacement
M.	Caltrans 20-4.08	Standard Specification for Plant Establishment Work
N.	Caltrans 26	Standard Specification for Aggregate Base
O.	Caltrans 26-1.02	Standard Specification for Materials
P.	Caltrans 37-2	Standard Specification for Slurry Seal
Q.	Caltrans 37-2.06	Standard Specification for Placing
R.	Caltrans 39	Standard Specification for Asphalt Concrete
S.	Caltrans 39-4.02	Standard Specification for Prime Coat and Paint Binder (Tack Coat)
T.	Caltrans 39-5	Standard Specification for Spreading and Compacting Equipment
U.	Caltrans 39-6	Standard Specification for Spreading and Compacting
V.	Caltrans 39-6.03	Standard Specification for Compacting
W.	Caltrans 68-1.025	Standard Specification for Permeable Material
X.	Caltrans 80-4	Chain Link Fence
Y.	Caltrans 80-4.01D	Gates
Z.	Caltrans 82	Standard Specification for Markers and Delineators
AA.	Caltrans 84	Standard Specification for Traffic Stripes and Pavement Markers
BB.	Caltrans 85	Standard Specification for Pavement Markers
CC.	Caltrans 92	Standard Specification for Asphalts
DD.	Caltrans 93	Standard Specification for Liquid Asphalts
EE.	Caltrans 94	Standard Specification for Asphaltic Emulsions
FF.	Caltrans Standard Plans No. A20A	Pavement Markers and Traffic Lines Typical Details
GG.	Caltrans Standard Plans No. A20B	Pavement Markers and Traffic Lines Typical Details
HH.	Caltrans Standard Plans No. A20C	Pavement Markers and Traffic Lines Typical Details
II.	Caltrans Standard Plans No. A20D	Pavement Markers and Traffic Lines Typical Details

JJ.	Caltrans Standard Plans No. A24A	Pavement Markings Arrows
KK.	Caltrans Standard Plans No. A24B	Pavement Markings Arrows
LL.	Caltrans Standard Plans No. A24C	Pavement Markings Symbols and Numerals
MM.	Caltrans Standard Plans No. A24D	Pavement Markings Words
NN.	Caltrans Standard Plans No. A24E	Pavement Markings Words and Crosswalks
OO.	CSR Construction Specification Section 73	Concrete Curbs and Sidewalks
PP.	CSR Standard Drawing: STD 215	Standard Trench Detail
QQ.	CSR Standard Drawing: STD 235	Typical spacing Weakened Plans, Score Marks, and Expansion Joint
RR.	CSR Standard Drawing: STD 237	Replacement of Existing Sidewalk
SS.	CSR Standard Drawing: STD 241	Curb and Gutter
TT.	CSR Standard Drawing: STD 251	Driveway Conform, P.C.C. & Asphalt Concrete
UU.	CSR Standard Drawing: STD 280	City Monument
VV.	CSR Standard Drawing: STD 281	Brass Survey Marker
WW.	CSR Standard Drawing: STD 282	City Monument Cover
XX.	CSR Standard Drawing: STD 283	City Monument Cover Replacement
YY.	Greenbook 201	Concrete, Mortar and Related Materials
ZZ.	Greenbook 201-1.1.2(A)	Table of Concrete Specified by Class
AAA.	Greenbook 201-1.2.2	Aggregates
BBB.	Greenbook 201-1.2.3	Water
CCC.	Greenbook 201-4	Concrete Curing Materials
DDD.	Greenbook 201-6	Controlled Low Strength Material (CLSM)
EEE.	Greenbook 201-6.2.2	Aggregates
FFF.	Greenbook 201-6.3	Proportioning
GGG.	Greenbook 201-6.4	Mixing
HHH.	Greenbook 201-6.6	Placement
III.	Greenbook 302-5	Asphalt Concrete Pavement
JJJ.	Greenbook 302-5.2	Cold Milling Asphalt Concrete Pavement
KKK.	Greenbook 302-5.2.2	Equipment
LLL.	Greenbook 306-1	Open Trench Operations
MMM.	Greenbook 306-1.3.2	Mechanically Compacted Backfill
NNN.	Greenbook 310	Painting
OOO.	Greenbook 312	Pavement Marker Placement and Removal
PPP.	Greenbook 400-3	Portland Cement Concrete
QQQ.	TPW Drawing No. 220	Curb, Gutter and Sidewalk
RRR.	TPW Drawing No. 222	Weakened Planes, Score Marks and Expansion Joints
SSS.	TPW Drawing No. 223	Curb, Gutter and Sidewalk Expansion Joint New to Existing
TTT.	TPW Drawing No. 808	Urban Driveway Light Use and Commercial and Residential

1.3 DEFINITIONS

A. CSR or City: City of Santa Rosa and/or City of Santa Rosa Utilities Engineering Department
B. TPW: County of Sonoma Transportation and Public Works Department

1.4 SUBMITTALS

A. Product Data:
   1. Geotextile filter fabric
   2. Chain link fencing materials
   3. Chain link gate materials
   4. Temporary chain link fencing materials
   5. Steel reinforcement
   6. Tack coat material
   7. Street restriping material
   8. Street centerline monument materials
B. Samples:
   1. Geotextile filter fabric
C. Quality Assurance/Control Submittals:
   1. Design Data:
      a. CLSM: Mix design
      b. Concrete: Mix design
      c. Asphalt concrete trench resurfacing: Mix design
      d. Aggregate base rock: Mix design
      e. Asphalt concrete overlay: Mix design
      f. Drain rock: Mix design
      g. Bedding material: Mix design
      h. Backfill material: Mix design
      i. Asphaltic slurry seal: Mix design
      j. Asphalt based crack fill and sealant
      k. Steel plates for trenches, bore pits, and jacking pits:
         1) Design drawings and structural calculations stamped by a Civil or Structural Registered Engineer, currently registered in California, showing that the plates, with additional under support if required, will sustain H-20 traffic loads without shifting or bouncing.
   2. Test Reports:
      a. CLSM:
         1) Test results on laboratory trial batches to confirm weight and strength
         2) Admixtures
      b. Aggregate trench backfill material for County and City: Test results on material to confirm specified characteristics
      c. Drain rock: Test results on material to confirm specified characteristics
      d. Aggregate base rock: Test results on material to confirm specified characteristics
      e. Geotextile filter fabric: Manufacturer's test results of materials properties
      f. Concrete
         1) Test results on laboratory trial batches to confirm weight and strength
         2) Admixtures
   3. Work Plans:
      a. Soil Disposal Plan
      b. Street Centerline Monument Replacement Plan

c. Street Overlay
d. Street Crack Filling and Sealing, and Slurry Seal
e. Turf Removal, Protection, and Replacement

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading:
1. CDF and Concrete: Transport and deliver in accordance with Greenbook 201 and ASTM C94, respectively.
2. Asphalt Concrete: Storage, proportioning, mixing, and delivery in accordance with Caltrans 39. Use tarps on haul vehicles unless prior approval is obtained from Owner
3. Tack Coat and Prime Coat: Mixing and applying in accordance with Caltrans 39-4.02 and 93
4. Slurry Seal: Mixing, proportioning, and spreading in accordance with Caltrans 37-2.
5. Pipe and appurtenances: Packing, shipping, handling, unloading, and storing in accordance with manufacturer's instructions.
6. Precast structures: Packing, shipping, handling, and unloading in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Geotextile Filter Fabric:
1. Mirafi 140NC nonwoven geotextile
2. Synthetic Industries 401 nonwoven geotextile
3. Or Approved Equal

2.2 MATERIALS

A. Bedding Material:
1. Pipe bedding material:
a. Granular material
b. 100 percent crushed rock with 100 percent crushed faces
c. Sand equivalent not less than 30
d. Resistance (R-value) not less than 78
e. Free of asphaltic material
f. Size and gradation within the following limits:

Sieve Size	Percent Passing Sieve
3/4 inch	100
3/8 inch	80
No. 4	35 to 55
No. 200	3 to 9

2. Manholes bedding material: drain rock
a. 100 percent crushed rock
b. Conform to Caltrans 68-1.025, Class 1, Type B
c. Free of asphaltic material

B. Drain Rock:
   1. 100 percent crushed rock
   2. Conform to Caltrans 68-1.025, Class 1, Type B
   3. Free of asphaltic material
C. CLSM:
   1. General:
      a. Non-segregating, self-containing, free-flowing, and excavatable material resulting in a hardened, dense, non-settling fill.
      b. A mixture of Portland cement, sand, Class F pozzolan (fly ash), air entraining agent and water, batched by a ready-mix concrete plant and delivered to Site by means of transit mixing trucks
   2. Consistency: Allow mix to flow into voids and around pipes, appurtenances, and structures
   3. Conform to Greenbook 201-6 except as modified herein
      a. Designed compressive strength: 75 psi minimum to 200 psi maximum at 28 Days
      b. Slump: 3 inches to 9 inches
      c. Mixture:
         1) Minimum total cementitious material: 100 lb./yd^3 minimum
         2) Portland cement:
            (a) Conform to ASTM C150, Type II cement
            (b) 50 lb./yd^3 minimum
         3) Fly ash: Class F conforming to ASTM C618
         4) Aggregates:
            (a) Conform to Greenbook 201-1.2.2, 201-6.2.2, and ASTM C33
            (b) Sand equivalent: 31 minimum
            (c) Maximum aggregate size: 1 inch
         5) Water: Conform to Green Book 201-1.2.3
         6) Admixtures:
            (a) Accelerating: Conform to ASTM C494
            (b) Water-Reducing: Conform to ASTM C494
            (c) Air-Entraining: 25 percent maximum conforming to ASTM C260
   4. Mix materials in accordance with Greenbook 201-6.4.
   5. Proportion materials in accordance with Greenbook 201-6.3
D. Backfill material for pipelines, bore and receiving pits, and manholes within County rights-of-way of Rose Meadow Court, Rose Bud Court, Biwana Drive, Liana Drive, Leo Drive, Westwood Drive, and Southwood Drive; in the asphalt roadway easement on Roseland School District property; in the asphalt driveway easement north of Rose Meadow Court; and in the off-street easement on Roseland School District property:
   1. Aggregate trench backfill material: In accordance with Standard Conditions of the County encroachment permit except that reuse of trench excavated material will not be allowed.
   2. Native materials in non-vehicular areas: No rocks larger than 4 inches in diameter shall be used
E. Backfill material for pipelines, bore and receiving pits, and manholes within City rights-of-way on McMinn Avenue and Hearn Avenue:
   1. Aggregate trench backfill material:
      a. Minimum sand equivalent value of 25
      b. Contains no asphaltic material

c. Gradation:

Sieve Size	3″	No. 4	No. 30
Percent Passing	100	40-100	10-100

2. Native materials in non-vehicular areas: Do not use rocks larger than 4 inches

F. Aggregate Base for City and County rights-of-way:
1. Class 2, 3/4 inch maximum, in accordance with Caltrans 26-1.02 with the following modification: Contain no asphaltic material

G. Temporary asphalt trench resurfacing:
1. Within County rights-of-way, on asphalted Roseland School District easement north of Biwana Drive, and on asphalt surfaced driveway easement north of Rose Meadow Court:
   a. Slow cure asphalt cold patch asphalt in accordance with encroachment permit
   b. Permanent hot mix asphalt concrete may be substituted for temporary asphalt in order to minimize maintenance of temporary resurfacing.
2. Within City rights-of-way on McMinn Avenue and Hearn Avenue:
   a. Hot Mix asphalt comprised of Type B, ½-inch Maximum, Medium aggregate in accordance with Caltrans 39, and PG64-16 asphalt in accordance with Caltrans 92.

H. Asphalt concrete for permanent trench resurfacing:
1. Within County and City asphalt surfaced streets and asphalt surfaced easements.
2. Hot Mix asphalt comprised of Type B, ½-inch Maximum, Medium aggregate in accordance with Caltrans 39, and PG64-16 asphalt in accordance with Caltrans 92.
3. Liquid anti-striping agent (LAS):
   a. From a manufacturer and of a type approved by TPW's materials laboratory for Work on County roads and approved by City's Public Works Department materials laboratory for Work in City streets.
   b. Store, measure, and blend with asphalt binder in accordance with requirements of County or City, depending upon location of Work.

I. Asphalt concrete for overlay of County streets:
1. County streets to receive asphalt overlay are Liana Drive, Biwana Drive, and Westwood Drive, as indicated.
2. Hot Mix asphalt comprised of Type B, ½-inch Maximum, Medium aggregate in accordance with Caltrans 39, and PG64-16 asphalt in accordance with Caltrans 92.
3. Liquid anti-striping agent (LAS):
   a. From a manufacturer and of a type approved by TPW's materials laboratory for Work on County roads and approved by City's Public Works Department materials laboratory for Work in City streets.
   b. Store, measure, and blend with asphalt binder in accordance with requirements of County or City, depending upon location of Work.

J. Slurry Seal for indicated County streets:
1. County streets to receive slurry seal are Rose Meadow Court, Rose Bud Court, Leo Drive, and Southwood Drive.
2. Slurry Seal: Type II conforming to Caltrans 37-2

K. Asphalt crack filling and sealing prior to slurry sealing for indicated County streets:
1. County streets to receive crack filling and sealing are:
   a. Rose Meadow Court
   b. Rose Bud Court
   c. Lea Drive
   d. Southwood Drive

2. Crack fill and sealant:
   a. Crafco Polyflext Type 2
   b. Or Approved Equal
3. Detack: Soap and water mixture

L. Tack Coat:
1. Asphaltic emulsion for asphalt overlay: SS-1 bituminous material conforming to Caltrans 94, mixed 50/50 with water
2. Asphaltic emulsion for slurry seal: SS-1 bituminous material conforming to Caltrans 94, mixed one part emulsion to 3 parts water.

M. Prime Coat:
1. Liquid asphalt: Performance graded (PG) 64-16 paving asphalt conforming to Caltrans 92 or SS-1h emulsion conforming to Caltrans 94.

N. Concrete:
1. Concrete:
   a. Concrete: 565-C-3250P with maximum 4-inch slump in accordance with Greenbook Table 201-1.1.2(A) and Section 201
   b. Materials, admixtures, proportioning, and mixing conforming to Greenbook 201, latest revision.

O. Steel Reinforcement:
1. For use in concrete curbs, gutters, sidewalks, and driveway replacements within County rights-of-way.
2. Reinforcing bars: ASTM A615, Grade 40 or 60.

P. Sand under sidewalks: Commercial quality concrete sand.

Q. Steel plates for trenches, bore pits, and jacking pits:
1. Capable of sustaining H20 traffic loads without shifting or bouncing
2. 1-inch thick minimum or thicker as determined by Civil or Structural Engineer calculations
3. Skid resistant

R. Turf grass: Retained existing turf or new of same variety as existing

S. Street centerline monument replacement:
1. Conform to CSR Standard Drawings STDs 280, 281, 282, and 283

T. Temporary and permanent chain link fencing materials: Caltrans 80-4.

PART 3 EXECUTION

3.1 TRENCH EXCAVATION

A. Remove, transport, and dispose of excavated trench materials as indicated.
1. Disposal sites for excavated trench materials: Per Owner-approved Soil Disposal Plan.
2. Before excavation is started for any run of underground piping, locate and expose existing utilities including, but not limited to, structures, pipes, valve, conduits, cables, and ducts, which intersect the line of the piping, to avoid possible damage to these utilities during excavation operations and to determine conflicts in location, if any.
3. Cut, remove, and haul away from Site any existing surfacing over the trench.
   a. Sawcut paving, curbs, gutters, sidewalks, driveways, and other structures between portion to remain and portion to be removed.
   b. Saw cutting of asphalt shall extend 6-inches beyond each side of excavated trench
   c. Sawcut curb, gutter, and sidewalk to the nearest weakened plane joint

   d. Replace to pre-Work condition and match existing appearance, including brickwork, valves, and other existing features
4. Excavate trenches by open cut method, except where steel casing is indicated, to depth indicated and necessary to accommodate Work.
5. Remove water that may accumulate in the excavation during the process of Work in accordance with Section 02240 (Dewatering) so that Work can be performed in a dry trench.
6. Minimum trench width as indicated. Actual trench width: Sufficient to obtain the required compaction around the pipe.
7. Maximum length of open trench:
   a. Maximum length of open trench: Greenbook 306-1.
   b. On any given Day, excavate only the amount of trench that can be backfilled the same Day, as determined by Owner.
   c. If trenches must remain open overnight, provide steel trench plates as specified herein to cover the trenches and prevent a falling hazard to people and wildlife.
   d. As determined by Owner, the maximum allowable length of open trench may be adjusted based upon weather or other Site conditions encountered during construction.
8. Any trench or portion of trench that is opened and remains idle for 3 Days, or longer, as determined by Owner, may be directed to be immediately refilled, without completion of Work, at no additional cost to Owner.
9. Excavate trenches as needed to:
   a. Conform to safety and permit requirements.
   b. Not over-excavate trenches beyond Contract Documents requirements, unless approved by Owner.
   c. Facilitate removal of handling devices after the pipe is laid.
   d. Form bell (joint) holes at the ends of the pipe
   e. Prevent point loading at the bells or couplings
   f. Facilitate bolting, visual inspection, and other required field operations for pipe installation.
   g. Provide adequate access for bolting, visual inspection, and other required field operations for pipe installation outside of joints, appurtenances, and connections to existing pipes.
10. Grade the bottom of the trench to the line and grade to which the pipe is to be laid:
    a. Make proper allowance for pipe thickness and for bedding material.
    b. Remove hard spots that would prevent a uniform thickness of bedding.
    c. Check the grade and correct any irregularities found before laying each section of pipe.
    d. The trench bed shall form a continuous and uniform bearing and support for the pipe at every point between bell holes, except the grade may be disturbed for the removal of lifting tackle.
    e. Remove rocks or boulders that protrude into the bedding zone, fill voids with bedding material, and compact to the specified bedding density.
11. Avoid overloading or surcharge a sufficient distance back from edge of excavation to prevent slides or caving in accordance with Cal/OSHA requirements.

B. Whenever the indicated maximum allowable trench width is exceeded for any reason, embed or cradle the pipe in concrete in a manner satisfactory to Owner.

C. Free working space on each side of the pipe: Not less than 6 inches.

D. Excavation in rocky ground:
   1. Excavate the trench a minimum of 3 inches below the grade of the bottom of the pipe, or 1/4 of the pipe outside diameter, whichever is greater
   2. Place sufficient bedding material in the trench and tamp to bring the trench bottom up to the grade of the bottom of the pipe
   3. The relative compaction of the tamped bedding material: Not less than 90 percent as determined by California Test Method No. 216
   4. Provide firm, uniform bearing for the pipe.
E. Unstable trench bottoms:
   1. Over-excavate unstable trench bottoms, to a maximum of 12-inches below required trench bottom, as directed by Owner
   2. Place indicated trench stabilization materials
      a. Up to the bottom plane of the bedding material
      b. In lifts not exceeding 6 inches in loose thickness
      c. Tamp to 90 percent relative compaction.
F. Make provisions for trench crossings at street crossings or where existing driveways occur on a street, either by means of backfill or temporary bridges, as Owner may direct
G. Provide free access to fire hydrants, water valves, and private drives.
H. Provide means for storm and surplus water to flow uninterrupted in the gutters or drainage channels.
I. Laying of pipe: Section 02535 (Sanitary Sewerage Systems)

3.2 EXCAVATION FOR MANHOLES

A. Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Extend excavation a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, for compacting structure backfill material, and for inspections.
   1. Do not disturb bottom of excavation. Trim bottoms to required lines and grades to leave solid base to receive other Work.
   2. Level off bottoms of excavations. Remove loose materials and bring excavations into approved condition.
   3. Do not carry excavations lower than indicated except as directed by Owner.
   4. Notify Owner as soon as excavation is completed in order that subgrades may be inspected. Do not commence further construction until subgrade has been inspected and approved by Owner as being free of undesirable material, and conforming to the compaction density required by this Section 02320.
B. If undisturbed soil is not firm, over-excavate 6-inch minimum, and install drain rock and level the working course back to grade as directed by Owner.

3.3 EXCAVATION FOR ASPHALT CONCRETE STREET SURFACE REPAIR OUTSIDE TRENCH

A. Excavate to the depth indicated and to the limits indicated by Owner in the field.
B. Remove, transport, and dispose of excavated materials as required by this Section 02320.

3.4 EXCAVATION FOR BORE AND JACK PITS AND RECEIVING PITS

A. Excavate pits as needed to perform Work.
B. Shore and dewater pits in accordance with Section 02255 (Shoring) and Section 02240 (Dewatering).

3.5 DRAIN ROCK

A. When crushed drain rock and geotextile filter fabric are required to stabilize a soft, wet, or spongy trench bottom, provide such crushed drain rock and geotextile filter fabric up to the maximum depth indicated.
B. Owner shall be the sole judge of the suitability of the trench bottom and as to the amount of drain rock required to stabilize soft trench bottoms. Remove any soft material and replace with drain rock and geotextile filter fabric as directed by Owner.

3.6 BEDDING METHODS: PIPE

A. After pipe has been properly laid and inspected by Owner, place initial bedding material to spring line of pipe and work into pipe "haunches."
B. Following initial bedding, compact bedding material by hand tamping in layers not exceeding 3 inches in un-compacted depth
   1. The use of machine tampers will not be permitted.
   2. After hand tamping, the relative compaction of the bedding material: Not less than 90 percent as determined by California Test Method No. 216.
C. Contractor is wholly responsible for any damage to the pipe that occurs during compaction.
D. Water flushing or jetting: Not allowed for consolidation of bedding.
E. Place geotextile filter fabric between bedding and backfill in those trenches without CDF backfill.
F. Place geotextile filter fabric between drain rock and bedding materials when drain rock is used.
G. If required by Owner, use only CDF.

3.7 BACKFILLING METHODS: PIPE

A. Above the level of the bedding, backfill the trench as indicated and in accordance with encroachment permits.
B. Use aggregate trench backfill material and aggregate base as indicated and in accordance with encroachment permits.
C. Native backfill: Use in non-vehicular locations.
D. Water flushing or jetting of trench backfill: Not permitted.
E. Use mechanical compaction methods for backfill materials.
F. Aggregate trench backfill in County and Class 2 Aggregate Base trench backfill in City:
   1. Remove rocks or boulders that protrude into the backfill zone; fill voids with backfill material.
   2. Place backfill material on fully compacted bedding material.
   3. Backfill trenches with aggregate backfill to bottom of aggregate base, unless otherwise indicated.
   4. Perform placement and compaction of backfill material in compliance with Greenbook 306-1.3.2.
   5. Place backfill material in lift thicknesses capable of being compacted to specified densities, but not exceeding the thickness allowed by Greenbook 306-1.3.2.
   6. Compact each lift to specified requirements.
   7. Avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, or distortion.

3.8 CLSM

A. Use CLSM for trench dams and manhole abandonments.

B. Mixing drums and trucks: Completely empty conventional concrete from the drum prior to any CLSM being batched into the drum
C. Place CLSM trench dams on downstream side of manholes in accordance with Greenbook 201-6.6 and as indicated
D. Contain trench dam area at both ends with bulkheads or compacted bedding and trench backfill
E. Temperature: At least 40 degrees Fahrenheit at the time of placement; do not place when either ground or ambient air temperatures are less than 38 degrees Fahrenheit.
F. Traffic: Not allowed over CLSM for at least 24 hours after placement or until CLSM has hardened sufficiently to prevent rutting, whichever is later.
G. Ensure that placement of CLSM trench dams does not cause manholes or pipes to become buoyant. CLSM may need to be placed in several lifts in order to prevent manhole or pipe buoyancy.
H. Testing: Conform to this Section 02320.

3.9 STRUCTURAL BEDDING AND BACKFILL: MANHOLES

A. Subgrade Preparation:
   1. Subgrade to receive structure bedding or backfill:
      a. Free of undesirable material as determined by Owner.
      b. Scarify to a depth of 6 inches.
      c. Compact to 95 percent relative density per California Test Method 216.
      d. Prior to placing any bedding or backfill material subgrade shall be inspected and approved by Owner as being free of undesirable material and compacted to specified density.
   2. Obtain approval of backfill material from Owner prior to placing the material.
B. Bedding:
   1. Place manholes on a minimum of 6 inches of drain rock material that is spread over the entire bottom area of the structure excavation, unless otherwise indicated.
   2. Compact drain rock to form a firm unyielding structural base.
C. Backfill:
   1. Place in lift thicknesses capable of being compacted to specified densities but not to exceed the thickness allowed by Greenbook 306-1.3.2.
   2. Compact material by means of equipment of sufficient size and proper type to obtain specified density.
   3. Use hand-operated equipment for backfilling next to manholes.
   4. In roads and in paved areas, compact structure backfill to the percent relative density for trenches as indicated.

3.10 BACKFILL METHODS: BORE AND JACK PITS AND RECEIVING PITS

A. Subgrade preparation:
   1. Remove undesirable material as determined by Owner
   2. Compact to 90 percent relative compaction
B. Backfill:
   1. Place in lift thicknesses capable of being compacted to specified densities but not to exceed the thickness allowed by Greenbook 306-1.3.2.
   2. Compact material by means of equipment of sufficient size and proper type to obtain specified density.
   3. In roads and in paved areas, compact structure backfill to the percent relative density for trenches as indicated.

C. Bedding for existing utilities: Conform to requirements of utility owner.

3.11 MOISTURE CONTROL

A. Uniformly moisten or aerate each backfill, aggregate backfill, and aggregate base layer before compaction to within 2 percent of optimum moisture content, as determined by California Test Method 216.
   1. Do not place backfill material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air-dry, otherwise satisfactory backfill material that exceeds optimum moisture content by 2 percent or more and is too wet to compact to specified dry unit weight.

3.12 AGGREGATE BASE

A. General:
   1. Commence compaction immediately after placing of the moisture-conditioned material and before the material has dried sufficiently to allow separation between the fine and course particles
   2. Finished surface of aggregate base:
      a. Firm and unyielding.
      b. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered evidence that the aggregate base does not meet this requirement
B. Place in accordance with Caltrans 26

3.13 TURF REMOVAL, REPLACEMENT AND PROTECTION

A. Use either Option No. 1 or Option No. 2 for replacing turf.
B. Option No. 1: Remove, Maintain, and Re-install Turf:
   1. Remove turf width of trench minimum with sod and roots attached thick enough to ensure viability and ability to maintain and re-install the turf, roll turf, cover, store, water, and otherwise care for and maintain viability of removed turf prior to trenching activity.
   2. Following approval by Owner of trench backfill operations, immediately re-install the removed turf over backfilled trench in accordance with Caltrans 20-4.05 and Caltrans 20-4.08. Care for and maintain re-installed turf until Substantial Completion in accordance with Caltrans 20-4.08.
   3. If turf shows signs of failure prior to Substantial Completion, as determined by Owner, remove failed turf and provide new turf in accordance with Caltrans 20-4.05 and Caltrans 20-4.07, and water turf in accordance with Caltrans 20-4.06.
C. Option No. 2: Remove, Dispose, and Provide New Turf:
   1. Remove and dispose of existing turf, sod, and roots width of trench minimum.
   2. Following approval by Owner of trench backfill operations, provide clean top soil, soil amendments, and turf in place of the removed turf, sod, and roots in accordance with Caltrans 20-4.05 and Caltrans 20-4.07.
   3. Maintain turf until Substantial Completion in accordance with Caltrans 20-4.08.
   4. If turf shows signs of failure prior to Substantial Completion, as determined by Owner, remove failed turf and provide new turf in accordance with Caltrans 20-4.05 and Caltrans 20-4.07, and water turf in accordance with Caltrans 20-4.06.
D. Protect existing turf during construction within easement areas and temporary construction areas outside of the trench limits:

1. Cover entire area with a temporary protective geotextile fabric, polyethylene sheeting, or other fabric, followed by a layer of bark or other material of sufficient thickness to prevent impacts to turf.
2. Upon completion of construction, immediately and completely remove the turf protection covering materials.
3. Immediately water turf following removal of turf protection covering materials.

3.14 STEEL TRENCH PLATES

A. Place trench plates with wedges of compacted asphalt around edges of trench plates prior to end of each Day to provide smooth transition to and from edges of trench plates and to ensure sealing of edges of plates to ensure that no animals enter the trench. Owner will inspect plate edge sealing prior to the end of each Day. Repair voids promptly.
B. Tack weld or pin adjacent plates together to prevent separation.
C. Maintain plates and asphalt edge sealing wedges while plates are in place.
D. Remove temporary asphalt wedges when the plates are removed.

3.15 ASPHALT CONCRETE TRENCH RESURFACING

A. Place temporary asphalt concrete at the end of each Day. Final paving timing: In accordance with encroachment permits or within 5 Business Days of completion of aggregate base, whichever is less.
B. Permanent asphalt concrete may be placed at end of each Day in lieu of temporary asphalt concrete in County streets in order to minimize maintenance of resurfacing prior to final paving.
C. Trench resurfacing within City streets shall conform to CSR Standard Drawing STD. 215, indicated details, or the City encroachment permit, whichever is more stringent.
D. Trench resurfacing within County streets and paved easements shall conform to TPW Drawing No. 219, indicated details, or the County encroachment permit, whichever is more stringent.
E. Use indicated Type of trench backfill and resurfacing for asphalt placement.
F. Thickness of a layer of asphalt: In accordance with Caltrans 39-6
G. Any asphalt cold milling of conforms and edges: In accordance with Greenbook 302-5.
H. If existing edge of asphalt concrete shaves or breaks off during trench excavation, sawcut asphalt again as directed by Owner
I. Spread and compact asphalt concrete resurfacing in accordance with Caltrans 39-6, using spreading and compaction equipment conforming to Caltrans 39-5.
J. Final permanent trench resurfacing shall not be placed until final testing of Work has been completed and accepted by Owner including, but not limited to, pressure testing and post-construction televisions inspection required in Section 02535 (Sanitary Sewerage Systems) and Section 02536 (Sanitary Utility Sewerage Manholes, Frames, and Covers).

3.16 TACK COAT

A. Following 28-Day curing of new concrete curb and gutter and prior to placing asphalt concrete trench resurfacing and asphalt concrete overlay, apply a tack coat (paint binder) of asphaltic emulsion in conformance with Caltrans 39-4.02 at a rate of 0.10 gallon per square yard to the following locations:
   1. Vertical surfaces of sawcut asphalt pavement and exposed lips of concrete gutters, for asphalt concrete trench and manhole resurfacing, and construction joints at the beginning of asphalt concrete overlay conform.
   2. Vertical surfaces of exposed concrete lips of gutters for asphalt concrete street overlays.

B. Prior to placing slurry seal, apply a tack coat (paint binder) of asphaltic emulsion in conformance with Caltrans 93 and Caltrans 39-4.02 at a rate of 0.15 gallon per square yard to street surfaces to receive slurry seal.
C. Allow tack coat to thoroughly cure.
D. Maintain the tack coat until such time as the asphalt concrete resurfacing and/or overlay is installed.

3.17 PRIME COAT

A. Apply a prime coat of liquid asphalt prior to asphalt concrete overlay in conformance with Caltrans 93 and Caltrans 39-4.02 at a rate of 0.25 gallons per square yard of surface covered to the following locations:
   1. Horizontal street surfaces indicated to receive asphalt concrete asphalt overlay from lip of gutter to lip of gutter or from conform to lip of gutter, or from conform to conform
B. The exact rate and number of applications to be determined by Owner
C. Allow prime coat to thoroughly cure.
D. Maintain the prime coat until such time as the asphalt concrete overlay is installed
E. Blot up excess prime coat with sand and remove from the grade prior to placing asphalt concrete overlay

3.18 REPLACEMENT OF CONCRETE CURBS, GUTTERS, SIDEWALKS, AND DRIVEWAYS

A. Within City rights-of-way:
   1. Replace concrete curbs, gutters, sidewalks, and driveways in accordance with the following standards:
      a. CSR Construction Specification Section 73
      b. Typical spacing weakened planes, score marks, and expansion joints: CSR Standard Drawing STD 235
      c. Replacement of existing sidewalk: CSR Standard Drawing STD 237
      d. Curb and gutter: CSR Standard Drawings STD 241
      e. Driveway conform: CSR Standard Drawings STD 251
   2. Within County rights-of-way and Roseland School District:
      a. Curb, gutter and sidewalk: TPW Drawing No. 220
      b. Weakened planes, score marks and expansion joints: TPW Drawing No. 222
      c. Curb, gutter and sidewalk expansion joint new to existing: TPW Drawing No. 223
      d. Urban driveway light use commercial and residential: TPW Drawing No. 808

3.19 CONCRETE

A. Concrete:
   1. Provide for use in the construction of sewer facilities including concrete collars for manholes and cleanouts, poured-in-place concrete manhole base, pipe abandonment plugs, manhole abandonment plugs, in the replacement of concrete structures including curbs, gutters, sidewalks and driveways, and any other appurtenant locations.
   2. Place in conformance with indicated standard drawings, this Section 02320, Section 02535 (Sanitary Sewerage Systems), and Section 02536 (Sanitary Utility Sewerage Manholes, Frames, and Covers).
   3. Cure concrete: In accordance with Greenbook 201-4.

3.20 STREET CLEANING

A. Following trench and manhole resurfacing, asphalt concrete street surface repair outside of trenches, replacement of concrete curb and gutter, and edge and conform cold milling, clean streets within the Work area:
   1. Immediately prior to, and on the same Day as, placement of tack coat and prime coat for overlay.
   2. Immediately following crack cleaning and immediately prior to, and on the same Day as, placing crack fill and sealing and slurry seal.

3.21 ASPHALT CONCRETE EDGE COLD MILLING

A. Cold mill edges of existing asphalt concrete to receive asphalt concrete overlay at the lip of gutter and at conforms to existing asphalt concrete at street intersections a minimum of 2-inches deep and tapered to zero inches deep a minimum distance of 6.0 feet from lip of gutter and from beginning of conform.
B. If determined necessary by Owner, in order to provide smooth transitions from driveway so that cars will not scrape bottom while leaving driveways, the taper length may be increased to up to 8 feet wide at no additional cost.
C. Perform cold milling Work, including milling, removal and disposal of material, and temporary pavement transitions, in accordance with Greenbook 302-5.2.
D. Cold milling equipment shall conform to Greenbook 302-5.2.2.

3.22 ASPHALT CONCRETE STREET OVERLAY

A. General: Asphalt concrete street overlay includes tack coat and prime coat, and placement of asphalt concrete street overlay from lip of gutter to lip of gutter to the limits indicated.
B. Only place overlay following completion and approval by Owner of trench and manhole resurfacing, asphalt concrete street surface repair outside of trenches, asphalt concrete edge and conform cold milling, and placement and approval by Owner of tack coat and prime
C. Spreading and compaction of asphalt concrete overlay shall conform to Caltrans 39.
D. Following overlay Work, raise utility frames and covers to the surface in accordance with each utility's requirements.

3.23 STREET CRACK FILLING AND SEALING, AND ASPHALTIC SLURRY SEAL

A. Crack filling and sealing, and detack:
   1. Blow dirt and debris out of cracks with an air compressor.
   2. Fill cracks with asphaltic sealant immediately followed by use of a squeegee to force sealant into the crack and to flatten the sealant to remove any ridges of sealant material.
   3. Spray sealant with a soap and water mixture (detack) using a backpack sprayer to prevent vehicles from pulling sealant from cracks before sully cured.
B. Asphaltic Slurry Seal:
   1. Place at a rate of 15 pounds of slurry seal per square yard in accordance with Caltrans 37-2.06.
   2. Following slurry seal Work, as required by each utility, either clean cover or raise utility frame and cover in accordance with each utility's requirements.

3.24 RE-STRIPING OF STREETS

A. Replace street traffic stripes, word markings, symbols, numerals, pavement markers, and delineators that are removed by Contractor’s Work in kind in accordance with the requirements of encroachment permit; pertinent portions of Greenbook 310 and 312;

Caltrans 82, 84, and 85; and Caltrans Standard Plan Nos. A20A, A20B, A20C, A20D, A24A, A24B, A24C, A24D, and A24E.

B. Re-establish centerlines and lane lines the same Day as they are covered by temporary resurfacing by the use of temporary reflective markers placed at 24-foot spacing.
C. Install permanent traffic striping and legends no later than 7 Days after permanent resurfacing.

3.25 TEMPORARY CHAIN LINK FENCING

A. Prior to removal of any existing 6-foot tall chain link fencing on Roseland School District property, install temporary 6-foot tall chain link fencing along the easterly limits of the temporary construction easement outside of the roadway area and connect the temporary fencing to the existing fencing at the extreme ends of the temporary fencing.
B. Remove the existing chain link fencing, including fabric and posts, as needed to construct the Work on Roseland School District property outside of the paved roadway.
C. Roll up and store the removed chain link fencing for reuse following completion of construction within the easement.
D. Provide new chain link fencing fabric and posts for any that are damaged in accordance with Caltrans 80-4.
E. If new fabric splices are required to be installed, overlap one panel past end of undamaged existing fabric and attach end of new fabric to post.
F. New posts shall either be driven or embedded in concrete similar to existing posts.
G. Temporary chain link fencing may be driven or may have concrete block base supports, but in any case shall be self supporting.

3.26 NEW CHAIN LINK GATE

A. Following completion of other Work on the Roseland School District property, provide 6-foot tall by 4-foot wide chain link walk gate in the existing 6-foot tall chain link fence as indicated in accordance with Caltrans 80-4.01D.

3.27 STREET CENTERLINE MONUMENT REPLACEMENT

A. Use City of Santa Rosa street centerline monuments to replace centerline monuments in both City of Santa Rosa and County of Sonoma streets.

3.28 FIELD QUALITY CONTROL

A. Site Tests:
   1. Owner will perform in-place moisture-density tests after receiving written request from Contractor.
   2. Bedding, Backfill, Structural Bedding and Structural Backfill Materials:
      a. Determine in-place density and moisture of soils and aggregates by the use of nuclear methods and the area concept as per California Test Method No. 231 with the following conditions:
         1) Determine maximum density as specified in Part II of California Test Method No. 216.
         2) At a minimum, take one in-place density test using the sand volume method as prescribed in Part I of California Test Method No. 216 to standardize the nuclear gauge for each type of soil or aggregate.
         3) After correlation is ensured and the equipment standardized, use nuclear gauge as directed by Owner.
   3. Asphalt Concrete Material

   a. Use a straight edge in accordance with Caltrans 39-6.03 to determine surface variances
   b. Repair any surface variance greater than 1/8 inch by cold milling, patching, or removal and replacement of asphalt concrete resurfacing material as determined by Owner.
   c. Following repair, recheck for variances with the straight edge.
4. Contractor is responsible for ensuring that the quality of Work meets or exceeds the generally-accepted standard of Work, or Owner's requirements as indicated, if more restrictive.
5. Ensure Owner has immediate access for testing of soils-related Work.
6. Ensure excavations are safe for testing personnel.

END OF SECTION

SECTION 02535

SANITARY SEWERAGE SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Sewer pipe
2. Testing of pipe
3. Steel cylinder encasements
4. Rodding inlets
5. Sewer lateral cleanouts
6. Abandonment or removal of existing sewer mains and laterals
7. Mainline cleanout removal
8. Appurtenant Work
9. Sewage bypass pumping and/or diversion system

B. Related Sections:
1. Section 02240 (Dewatering)
2. Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)
3. Section 02536 (Sanitary Utility Sewerage Manholes, Frames, and Covers)

1.2 DEFINITIONS

A. CSR or City: City of Santa Rosa and/or City of Santa Rosa Utilities Engineering Department

1.3 REFERENCES

A.	ASTM A36	Standard Specification for Carbon Structural Steel
B.	ASTM D3034	Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
C.	ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
D.	ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
E.	ASTM F1336	Standard Specification for Poly(Vinyl Chloride) (PVC) Gasketed Sewer Fittings
F.	AWWA C203	Standard Specification for Coat-Tar Protective Coatings and Linings for Steel Water Pipelines - Enamel and Tape – Hot Applied.
G.	Greenbook 500-1.1.4	Cleaning and Preliminary Inspection
H.	CSR Standard Drawing: STD 500	Standard Precast Concrete Manhole for Sanitary Sewer
I.	CSR Standard Drawing: STD 505	Rodding Inlet
J.	CSR Standard Drawing: STD 507	Abandoned Pipe Plug
K.	CSR Standard Drawing: STD 513	4-Inch & 6-Inch Sewer Service Lateral and Cleanout
L.	CSR Standard Drawing: STD 516	Sewer-Water Crossing Details
M.	CSD Standard Drawing: STD 517	Miscellaneous Pipe Installation Details
N.	CSR Standard Drawing: STD 518	PVC Sewer Pipe Deflection Mandrel

O.	CSR Standard Drawing: STD 877	Gate Valve
P.	California Department of Health Services	"Criteria for Separation of Water Mains and Sanitary Sewers"
Q.	State of California	Uniform Plumbing Code (UPC)

1.4 SEWAGE BYPASS PUMPING AND/OR DIVERSION SYSTEM DESCRIPTION

A. Design Requirements:
   1. Provide required piping, appurtenances, anchors, safety equipment, and other related materials for a complete and operational gravity or pumped bypass.
   2. Provide necessary Best Management Practices (BMPs) to minimize the possibility of pollutant discharge to surface water bodies in the event of equipment failure.
   3. Piping:
      a. Materials:
         1) HDPE
         2) PVC
         3) ABS
         4) Or Approved Equal
      b. Rated for a minimum pressure of 100 psi, or twice the maximum operating pressure of the pumped bypass, whichever is greater.
      c. Joints mechanically restrained or fusion welded and leak-free.
      d. Above ground piping shall not block vehicular or pedestrian traffic.
   4. Gravity Bypass:
      a. Minimum nominal diameter of 6 inches.
      b. Maintain minimum and maximum slopes as required for permanent installation.
      c. Sagging or high points that cause backups in manholes or reduce effective conveyance of sewage, as determined by Owner, shall be corrected immediately.
   5. Pumped Bypass:
      a. Provide no less than one primary service pump and one standby pump.
         1) Electric motor-driven or gasoline engine-driven.
         2) Rated for raw sewage service.
      b. Portable piping system of sufficient size to maintain the flow velocity at less than 6 feet per second but greater than 2 feet per second.
      c. Noise generated shall not exceed 86 decibels at source.
B. Performance Requirements:
   1. Existing collection system shall remain in operation throughout replacement of the system
      a. Provide sewage bypass pumping and/or diversion of the existing mains, laterals, and any lateral service connections to ensure acceptable completion of the system replacement.
   2. Leakage from the bypass pumping system is cause for immediate cessation of Work until cured to Owner's satisfaction.

1.5 SUBMITTALS

A. Product Data:
   1. Pipe and fittings:
      a. PVC
      b. Ductile iron pipe
   2. Rodding inlet box
   3. Sewer lateral cleanout box

4. Mandrels
5. Flexible bolted couplings
6. Flexible rubber couplings
7. Coal-tar based tape
8. Underground detectable warning tape
9. Tracer wire
10. Pipe plugs
11. Steel casing material
12. Casing insulators
13. Steel casing seal
14. Double water stops
15. Crack gauges
16. Contractor post-construction letter to private property owners.

B. Quality Assurance/Control Submittals
1. Work Plans
   a. Sewer Diversion and Bypass Pumping Plan:
      1) Provide sequence of bypass and diversions to maintain service
      2) Include an emergency response plan to be followed in the event of a failure of the sewage bypass pumping and/or diversion system.
   b. Pipeline testing procedures.
   c. Steel cylinder encasement boring and jacking plan/layout
   d. Traffic control plan, which includes plan for bore and jack operations
   e. Sewer main abandonment procedures.
      1) Proposed sand slurry storage volumes
      2) Bulkhead designs
      3) Flow control
   f. Method of placement and support of existing utilities including, but not limited to, the support of existing water mains and water valves.
   g. Procedures for City of Santa Rosa water main isolation and depressurization, and water main repairs and valve replacements.
2. Video inspection records including video and report logs
3. Manufacturer's written instructions:
   a. Pipe installation
   b. Flexible Bolted Coupling installation
   c. Flexible Rubber Coupling installation
   d. Handling of pipe
4. Testing equipment calibration information
   a. Mandrel
   b. Proving rings
   c. Pressure and vacuum gauges
5. Monitoring program related to bore and jack operations:
   a. Submit monitoring program and obtain approval prior to the start of casing bore and jack operations.
   b. Provide pre-construction monitoring in vicinity of casing bore and jack locations, in regards to building walls, floors, and foundations, driveways and sidewalks, storm drainage structures, sanitary sewer manholes, utility poles, exposed underground utilities, existing ground surfaces, and other facilities as needed, including but not limited to:

1) Pictures/videos:
   (a) Document pre-existing cracks and misalignments, and elevations, of building walls, floors, and foundations, driveways and sidewalks, storm drainage structures, sanitary sewer manholes, utility poles, exposed underground utilities, and existing ground elevations prior to start of casing bore and jack operations.
   (b) Only enter existing buildings with an Owner escort, and only following submittal of a 48-hour pre-construction residence inspection request to Owner
   (c) Inside and outside building walls
   (d) Outside building foundations
   (e) Sidewalks and driveways surfaces.
   (f) Storm drainage structures
   (g) Exposed underground utilities
   (h) Telephone/Power/Cable TV poles
   (i) Other as needed
   (j) Submit copy of pictures/videos
2) Provide crack gauge installation and initial measurement notations for buildings exteriors prior to start of bore and jack operations:
   (a) Document pre-existing cracks as to location, length, width, and depth.
   (b) May use Owner's crack gauges or install Contractor's own separate crack gauges
   (c) Provide crack gauges in addition to Owner's as required
   (d) Attach crack gauges to existing buildings using epoxy
   (e) Document and submit initial pre-construction conditions
3) Provide monitoring of existing ground elevations along the casing bore and jack alignments:
   (a) Install 18-inch long by ½-inch diameter rebar at 10 feet on-center extending approximately 1-inch above ground surface
   (b) Take initial elevation shots on top of each rebar
   (c) Submit initial top of rebar elevations shots

c. Provide on-going monitoring of existing building walls, floors, and foundations, driveways and sidewalks, storm drainage structures, utility poles, exposed underground utilities, existing ground surface, and other facilities in the vicinity of, and during, the steel casings bore and jack operations, including but not limited to:
   1) At a minimum, monitor facilities noted above under pre-construction monitoring, with the exception of existing ground surface elevations and foundation cracks, on a daily basis
   2) Monitor existing ground surface elevations and foundation cracks within 10 feet horizontally of the lead end of the casing on an hourly basis during bore and jack operations
   3) Submit monitoring information to Owner daily at end of the workday
   4) Keep on-going monitoring data up to date daily and/or hourly, as required herein, and available for Owner's inspection at all times during bore and jack operations

d. Provide post-monitoring cleanup following the completion of bore and jack operations, as follows:
   1) Upon direction of Owner:

(a) Remove concrete monitoring provisions and provide concrete patch as needed.
(b) Remove ground elevation monitoring rebar and plug holes with soil as needed
(c) Return private property within the vicinity of the bore and jacking operations to before-construction conditions.

2) Post-construction property owner letter:
(a) Submit draft letter that each private property owner will sign. Letter shall indicate that no damage was done to owner's private property during performance of Work.
(b) Obtain signed post-construction property owner letters from each private property owner
(c) If a private property owner will not sign standard letter, determine reason(s) for non-signature and provide property owner(s) name to Owner for negotiation with private property owner.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Handling of pipe:
1. Handle pipe in accordance with manufacturer's written instructions.
2. Provide and use proper implements, tools, and facilities for the safe and proper handling and protection of the pipe.
3. Handle pipe in such a manner as to avoid damage to the pipe material or any coating and especially to the ends.
4. Take care to keep from damaging the pipe by heavy loads.
5. Replace damaged pipe; repairs will not be acceptable.

B. Storage and protection of pipe:
1. Store pipe in a safe location out of the traveled way behind barricades, and protect from the elements where damage may result from exposure.
2. Protect pipe placed along the pipeline route behind barricades to prevent damage to pipe or injury to workers or public.

C. Rodding inlet and lateral cleanout frames and covers:
1. Inspect for defects upon delivery
2. Remove Defective products from Site and replace with non-Defective products

PART 2 PRODUCTS

2.1 GENERAL

A. Mark pipe with manufacturer's name, pipe size, side dimension ratio (SDR) class, cell classification, and manufacturer's date code.

2.2 MATERIALS

A. Provide PVC or ductile iron pipe as indicated.
1. Lateral material, including cleanout tee and riser: PVC, unless indicated otherwise.

B. Plastic sewer pipe:
1. PVC Pipe Manufacturers:
a. CertainTeed Corporation Pipe Group
b. Diamond Plastics Corporation
c. Or Approved Equal

2. Pipe and fittings:
   a. Polyvinyl chloride (PVC) plastic gravity sewer pipe and fittings with integral wall, bell, and gasketted spigot joints for the conveyance of domestic sewage
   b. PVC meeting wall and strength minimums of SDR 26, and the requirements of ASTM D3034.
   c. Dimensions conforming to ASTM D3034 Table 1.
3. Joints: Sewer pipe and fittings: Bell and spigot type joints with elastomeric sealing rings in conformance with ASTM D3212, ASTM F477, and ASTM F1336.

C. Ductile iron pipe:
1. Manufacturers:
   a. U.S. Pipe
   b. Griffin Pipe Products Company
   c. Or Approved Equal
2. Pipe:
   a. AWWA C151; minimum pressure class 350
   b. Cement mortar lined; AWWA C104
   c. Petroleum asphaltic coated; AWWA C151
   d. Tyton Joint bell and spigot joints
   e. Rubber gaskets:
      1) AWWA C111
      2) Within casings: Restrained
         (a) Manufacturers:
            (i) U.S. Pipe Field Lok Gasket
            (ii) Griffin Field Lok Gasket
            (iii) Or Approved Equal
      3) Outside of casings: Unrestrained
3. Fittings:
   a. Ductile iron push-on fittings:
      1) AWWA C110; minimum pressure rating 350 psi
      2) Cement mortar lined; AWWA C104
      3) Petroleum asphaltic coated; AWWA C110
      4) 8-inch x 4-inch tee for lateral connection to ductile iron sewer main
      5) Compatible with type, pressure class, and ends of adjacent pipe
   b. Compact ductile iron push-on fittings:
      1) AWWA C153; minimum pressure rating 350 psi
      2) Cement mortar lined; AWWA C104
      3) Petroleum asphaltic coated; AWWA C153
      4) 8-inch x 4-inch tee for lateral connection to ductile iron sewer main
      5) Compatible with type, pressure class, and ends of adjacent pipe
   c. Adaptor assembly for sewer laterals:
      1) PVC plastic pressure water pipe; AWWA C900; Class 200; spigot by spigot
         (a) Manufacturers:
            (i) PW Pipe
            (ii) JM Eagle
            (iii) Diamond Plastic
            (iv) Or Approved Equal
      2) Flexible rubber transition couplings
         (a) AWWA C900 Class 200 PVC x SDR 26

(b) Compatible with types, pressure class, and ends of adjacent pipe

D. 4-inch lateral cleanout box and cleanout plug:
   1. Cleanout box:
      a. In accordance with CSR STD 513.
      b. Manufacturers:
         1) D&L Supply: M8030
         2) Geneco: CC4 with lid marked “Sewer”
         3) South Bay Foundry: B 5230
         4) No Substitutions
   2. Cleanout plug:
      a. In accordance with CSR STD 513.
      b. Manufacturers:
         1) ETCO: Flush mount “T” cone plug
         2) No Substitutions

E. Rodding inlet box and plug:
   1. Rodding inlet box:
      a. In accordance with CSR STD 505
      b. Manufacturers:
         1) D&L Supply: H8026 CPH
         2) South Bay Foundry: SBF-1257
         3) No Substitutions
   2. Rodding inlet plug:
      a. In accordance with CSR STD 505
      b. Plastic mechanical gripper plug
      c. Manufacturers:
         1) Cherne "Gripper" end-of-pipe plug style
         2) Lansas "Posi-Seal" end-of-pipe plug style
         3) No Substitutions

F. Steel Casing:
   1. Conform to ASTM A36
   2. 1/2 inch x 18 inch inside diameter

G. Steel insulators with polyethylene or phenolic skids:
   1. Manufacturers and Models:
      a. Calpico: Model M-8
      b. PSI: Model A-8
      c. Cascade: Model CCS, minimum 8 inches (200 mm) long
      d. Or Approved Equal

H. End Seals:
   1. Manufacturers and Models:
      a. Calpico: Model C
      b. PSI: Model C
      c. Or Approved Equal

I. Flexible Bolted Couplings:
   1. Manufacturers:
      a. APAC 300 series
      b. Powerseal 3500 series
      c. Romac 500 series
      d. Smith-Blair 441 series

e. Or Approved Equal
2. Size: Compatible with the outside diameter of the pipes on which the coupling is installed.
3. Buried bolts: 316 Stainless steel.
4. Lengths for flexible bolted couplings: Standard length, unless otherwise indicated.

J. Flexible Rubber Eccentric Couplings and Flexible Rubber Transition Couplings:
1. Manufacturers:
a. Fernco
b. Indiana Seal
c. Mission Clay
d. Or Approved Equal
2. Type 316 stainless steel bands
3. Type 316 stainless steel shear rings

K. Rodding inlet: conform to CSR STD 505.

L. Mandrel: Conform to CSR STD 518.

M. Tracer wire: Number 12 AWG solid copper wire with THHN insulation.

N. Coal-tar based tape:
1. Hot applied coat-tar based tape
2. AWWA C203

O. Underground detectable warning tape:
1. Legend: "Buried Sewer Pipe Below"
2. Color: Green
3. Materials: Minimum 20 gauge (0.0020 inch thick) solid foil core encased between plastic films
4. Minimum overall thickness: 0.0045 inch
5. Minimum width: 6 inches

P. Double Rubber Water Stop
1. Manufacturers:
a. Simtech
b. Plexco
c. Water stop grouting rings: Press-Seal Gasket Corp
d. Fernco
e. Or Approved Equal

Q. Plixiglas Acrylic Plastic Crack Monitoring Gauge
1. CrackMON Crack Gauge by Builders Web Source
2. Crack Monitor by Avongard
3. Flat Crack Monitor by PRG
4. Calibrated Crack Monitor by Ben Meadows
5. Or Approved Equal

2.3 BEDDING, BACKFILL, AGGREGATE BASE, AND TEMPORARY/PERMANENT ASPHALT RESURFACING MATERIALS

A. Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)

PART 3 EXECUTION

3.1 GENERAL

A. Sewer construction: California Department of Health Services "Criteria for Separation of Water Mains and Sanitary Sewers" and the State UPC.

3.2 EXAMINATION

A. Site Verification of Conditions:
   1. Inspection:
      a. If pipes cannot be installed in accordance with pertinent codes and regulations, the Contract Documents, and the referenced standards, immediately notify Owner.
      b. Do not proceed with installation in the areas in question until directed by Owner.

3.3 SEWER DIVERSION AND BYPASS PUMPING

A. Notify Owner 2 Business Days prior to commencing the bypass pumping operation.
B. Bypass pumping during non-working hours will not be permitted.
C. Ensure that the sewer system is totally operable at the end of each Day.
D. Redirect pumped sewage into a downstream sanitary sewer collection system through an enclosed hose or pipe that is protected from traffic.
E. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.
F. After Work is completed, return flow to the newly constructed sewer and remove temporary equipment.
G. Take necessary precautions to ensure that no private properties are subjected to a sewage backup or spill.

3.4 TRENCH EXCAVATION

A. Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)

3.5 PIPE INSTALLATION

A. Install pipe in accordance with manufacturer's written instructions, as specified herein, and as indicated.
B. Lay pipe continuously upgrade, with bell of pipe forward.
   1. Lay each length of pipe on firm bed, with true bearing for its entire length between bell holes.
   2. As pipe laying proceeds, excavate bell holes at each joint to facilitate the jointing operations and only to sufficient size for that purpose.
      a. In order that bell holes may be properly located, excavate not more than six bell holes ahead of actual pipe laying.
      b. Excavate bell holes so that pipe, when laid, will have a uniform bearing under the full length of the pipe to a width of at least 60 percent of the internal diameter of the pipe.
C. Lay pipe accurately to lines and grades indicated.
   1. Carefully center pipe so that, when laid, pipe will form a sewer with a uniform invert grade
   2. Keep trenches water-free and as dry as possible during bedding, laying, and jointing until backfilled. See Section 02240 (Dewatering).
D. As the Work progresses, clean the interior of the sewer of dirt and debris. At times when Work is not in progress, close open ends of pipe and fittings.

E. Carefully install pipe to prevent damage. Under no circumstances shall pipe be dropped or dumped.
F. Interface with Other Work at manholes:
   1. Use flexible bolted couplings to attach pipes of different materials and different outside diameters.
   2. Match invert elevation of pipe ends.
G. Cut pipe for inserting fittings, closure pieces, and as otherwise required, without damaging the pipe or lining. Leave a smooth end at right angles to the axis of the pipe. Dress cut ends of push-on joint pipe by beveling, in accordance with the coupling and/or pipe manufacturers' written instructions.
H. Install magnetic detectable conductor warning tape after a depth of 12 inches of bedding has been placed over pipe.
I. No solvent cement joints will be permitted, except as indicated on CSR Standard Drawing STD 513, when the 45-degree street elbow shell shall be glued to the riser, but the 45-degree wye shall be connected to the 45-degree street elbow using a gasketed connection.
J. Connections to manholes: CSR Standard Drawing STD 500.
K. Sewer: Water main crossings: CSR Standard Drawing STD 516.
L. Sewer utility and storm drain crossings: CSR Standard Drawing STD 517.
M. Temporary connection to sewer laterals may only be used for 2 Days, then provide permanent lateral replacements and connections to sewer main.

3.6 DRAIN ROCK, GEOTEXTILE FABRIC, BEDDING, BACKFILL, AGGREGATE BASE, AND ASPHALT RESURFACING

A. Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)

3.7 FLEXIBLE BOLTED COUPLINGS

A. Wrap flexible bolted couplings with two layers of coal-tar based tape, minimum 0.10 inch thickness.

3.8 MANHOLE CONNECTIONS

A. Section 02536 (Sanitary Utility Sewerage Manholes, Frames, and Covers)

3.9 CLEANING

A. Keep pipe clean during the installation.
   1. After pipe is to grade and is complete, flush and ball pipe progressively downstream to clean out any accumulated debris.
   2. If any sections are dug out subsequent to flushing and balling, where debris could enter the line, flush and ball the line again through the section disturbed.
B. Water used for cleaning may be discharged into downstream sewer manhole. If water used for cleaning is not discharged into downstream sewer manhole, dispose in accordance with applicable federal, state, and local regulations.
C. Remove internal debris from the sewer line in accordance with Greenbook 500-1.1.4.
   1. Remove debris from the collection system at the downstream manhole, unless otherwise allowed by Owner.
   2. No material shall be allowed to move downstream in the collection system.

3.10 DEFLECTION TESTING FOR PLASTIC PIPE

A. Perform a mandrel test at the end of each Day through the pipe installed for that Day.
B. Pull a “go-no-go” mandrel through the pipe prior to acceptance of pipe by Owner.

C. After placement and densification of backfill and prior to the placing of permanent pavement, clean gravity sewer line pipe and then mandrel to measure for obstructions (deflections and joint offsets).
D. Test by hand-pulling a 9-spline-rigid mandrel through mainline sewer pipe.
   1. No mechanical means of pulling will be allowed.
   2. The mandrel shall have a rope attached to each end allowing removal if an obstruction is encountered.
   3. Owner will check the mandrel dimension during pipe testing with a proving ring.
   4. Altering of mandrel dimensions will not be allowed.
E. Deflection exceeding the following maximum percentages shall be cause for rejection of the pipe and related Work.
   1. PVC solid wall sewer pipe: 5 percent of average inside diameter
F. Base percentage deflection on average inside diameter.
   1. PVC solid wall pipe: Average Outside Diameter minus 2.12 times the minimum wall thickness per ASTM D3034.
G. The use of a re-rounder will not be permitted at any time.

3.11 SANITARY SEWER LATERAL AND CLEANOUT

A. Determine which laterals are active.
B. Install sewer lateral and cleanout per CSR STD 513.
C. Prior to installation of wyes for sewer laterals:
   1. Determine exact location of each sewer lateral at back of sidewalk within the right-of-way by either:
      a. Potholing 24 hours in advance of sewer main construction or
      b. Using a metallic (electrician's fish) tape and electronic metal detection locating equipment immediately prior to installation of wye.
   2. Determine if existing sewer lateral is 5 feet or closer to existing water meter.
   3. If existing sewer lateral is within 5 feet clear of the existing water meter, place new wye so that sewer lateral will be 5 feet clear of the existing water meter and reconnect the sewer lateral to the building lateral with a double 45-degree jog as indicated.
   4. If existing sewer lateral is not within 5 feet clear of the existing water meter, install wye in such a manner as to remain 5 feet clear of the existing water meter.
D. Install sewer laterals perpendicular to curb, unless otherwise indicated.
   1. For sewer lateral not installed perpendicular to curb, provide one continuous piece of doubled up tracer wire as follows:
      a. Wrap wire two times around the wye connection to the sewer main and secure.
      b. Lay both halves of wire on top of and along the lateral to the cleanout and up the cleanout riser.
      c. Extend both ends of wire approximately six inches beyond upper end of the riser pipe.
      d. Secure wire to lateral at approximately five feet intervals with duct tape.
      e. The two ends of the wire shall be easily accessible inside the cleanout box.
E. Legibly inscribe a 4-inch high letter "S" in the face of new and existing curbs at the location of each sewer lateral.
F. Provide 12-inch minimum clearance between wyes on sewer mains as measured between adjacent bell ends.
G. Sewer laterals shall cross under indicated bottom of future water mains and under existing water mains, whichever are deeper, with 12-inch minimum clearance.

3.12 RODDING INLET

A. Install rodding inlet in accordance with CSR STD 505.

3.13 STEEL CYLINDER ENCASEMENT

A. Implement the approved Monitoring Program related to bore and jack operations.
B. Install casings by guided bore and jack method using the theodolite guidance system as used with Akkerman Guided Boring Machines or Approved Equal.
C. Notify Owner 2 Business Days prior to commencing excavation for boring and jacking operation.
D. Indicated possible jacking and receiving pits are conceptual. Exact locations and dimensions of jacking and receiving pits to be determined by Contractor and included with Work Plan.
E. Excavate bore pits in accordance with Section 02320 (Excavation, Bedding, Backfill and Resurfacing).
F. Install casing as specified herein and as indicated.
G. Install casing to provide sewer inverts, as indicated.
H. Install sewer pipe in accordance with manufacturer's written instructions and as specified in this Section 02535.
I. Install casing insulators as recommended by manufacturer.
J. Install end seals on casing.
K. Backfill bore pits in accordance with Section 02320 (Excavation, Bedding, Backfill and Resurfacing).

3.14 RE-STRIPING OF STREETS

A. Section 02320 (Excavation, Bedding, Backfill and Resurfacing).

3.15 ABANDON/REMOVAL OF EXISTING SEWER MAINS AND LATERALS

A. Sewer main designated to be abandoned and appurtenant laterals:
   1. Where only sewer mains are indicated to be abandoned, also abandon appurtenant sewer laterals.
   2. Plug main and lateral ends conforming to CSR STD 507.
   3. After abandonment of existing sewer main and lateral pipes, backfill any pits and resurface with asphalt concrete, in accordance with Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)
B. Remove existing sanitary sewer pipe as indicated to allow construction of the new sanitary sewer pipe. NOTE: THE EXISTING SEWER MAIN WYES AND LATERALS ARE ASBESTOS CEMENT PIPE IN SOME LOCATIONS. Materials removed shall become the property of Contractor and shall be disposed of in accordance with applicable local, state, and federal regulations.
C. Where new sewer laterals conflict with existing sewer laterals, remove existing laterals as directed by Owner and dispose of in accordance with applicable local, state, and federal regulations.

3.16 MAINLINE CLEANOUT REMOVAL

A. After removal of cleanout, backfill existing pit with aggregate trench backfill material and resurface with asphalt concrete.
B. Dispose of removed cleanout in accordance with federal, state, and local laws, ordinances, statutes, and regulations.

3.17 TESTING

A. General:
   1. Thoroughly clean the pipe interiors of adhering matter and other debris to the approval of Owner. No testing of any pipe shall be started until the cleaning is complete and approved by Owner.
   2. Place backfill to the surface and test the pipe.
   3. Perform testing prior to final trench resurfacing.
   4. Furnish necessary personnel, compressors, hose, supplies, equipment, bulkheads, and whatever additional equipment is required to make tests specified.
   5. Furnish Owner with a list of the scheduled pipe tests by noon of the Day preceding the scheduled test or tests.
      a. Notify Owner in writing of readiness to test a pipe or portion of pipe a minimum of 1 Business Day in advance.
      b. Place bulkheads, thrust blocks, anchors, temporary connections, and pumps before furnishing notification of readiness to Owner.
      c. After testing, flush or blow out pipes and leave clean. Do not flush or blow debris out into existing sewers.
   6. Repeat testing at Contractor's expense until the pipes pass tests.

B. Sanitary Sewer Air Tests:
   1. Test pipes between manholes with low-pressure air.
      a. Provide a regulator or relief valve on pressurizing equipment, set at 8 psig.
      b. No one shall be allowed in manholes while there is air pressure against test plugs.
      c. Plug pipe outlets to resist test pressure.
      d. When the prevailing groundwater is above the sewer being tested, increase air pressure 0.43 psi for each 12 inches the water table is above the flow line of the sewer.
      e. Laterals shall be considered part of the line to which they are connected and no adjustment of test time shall be allowed to compensate for the smaller diameter of the laterals.
      f. Slowly supply air into the line until test pressure of 6.5 psig, plus groundwater increase as noted above is attained. Allow at least 5 minutes for air temperature in the test section to stabilize.
      g. Re-establish the test pressure and start a stopwatch. Determine the time required for pressure to drop 0.5 psig.
      h. If the pressure does not drop during the stabilization period, and no additional air has been added, the section undergoing the test will have passed without further testing.
      i. The pipe section will also have passed if the time observed for the pressure to drop 0.5 psig is greater than that determined by using the following table:

Pipe Size	Min Time (min:sec)	Length for Min Time (ft)	Time for Longer Length (sec)	Specification Time for Length L (min:sec)			
				100 ft	200 ft	300 ft	400 ft
8 inch	3:47	298	0.760L	3:47	3:47	3:48	5:04

3.18 POST-CONSTRUCTION TELEVISION INSPECTION

A. Final paving shall not commence without Owner's approval of the television inspection.
B. Video inspect sections of pipe.

1. Sewer main from manhole to manhole or from manhole to cleanout
   a. Video inspection shall not be performed until the pipe is installed and has passed the required testing and deflection test as described herein.
   b. Repair or correct deficiencies prior to preparing the post-construction video for submittal to Owner.
2. Sewer lateral from cleanout to sewer main:
   a. Do not perform video inspection until the pipe is installed and has passed the required testing as described in this Section 02535.
   b. Repair or correct deficiencies prior to preparing the post-construction video for submittal to Owner.

C. Preparation for video inspection:
1. Sewer main:
   a. After cleaning of the pipe and just prior to performing the video inspection, introduce water in the upstream manhole until observed at the most downstream manhole to be videoed to ensure that any area where ponding is possible will be filled with water.
2. Sewer lateral:
   a. After cleaning the pipe and immediately prior to performing video inspection, introduce water in the upstream cleanout to ensure any area where ponding is possible will be filled with water.

D. Video camera and video tape equipment:
1. Video camera and digital video recorder:
   a. Record digital format in color.
   b. Lighting and camera quality suitable to allow a clear (not washed out), in-focus picture for the entire inside periphery of pipelines and up laterals.
   c. To ensure peak picture quality throughout conditions encountered during the inspection survey, locate a variable intensity control of the camera lights at a studio.
   d. The replay of the recorded video information shall be free of electrical interference and shall provide a clear stable image. If not, video pipeline again at Contractor's expense.
   e. Camera equipment to include 1-inch diameter depth gauge that travels in front of camera to indicate depth of ponding.
2. Locate camera monitor within a studio that will allow seating of two authorized viewing personnel in addition to the operating technician.
   a. As part of the video presentation, simultaneously display on the monitor a continuous forward readout of the camera distance from the start of each survey.
   b. Prior to the beginning of each video inspection and as part of the video presentation, display manhole or cleanout identification numbers for sewer mains and street addresses for sewer laterals. Make numbers part of the digital record. The manhole or cleanout identification numbers and street addresses shall correspond to the numbers indicated.
3. The video taping and monitoring equipment shall have the capability to instantly review video quality of the videotape production at all times, with still picture reproduction available.

E. Operations:
1. The operating technician shall have control of the movement of the television camera at all times.

a. The travel speed of the camera shall be variable but uniform and shall not exceed 10 feet per minute while viewing.
b. Any means of propelling the camera through the sewer lines that would produce non-uniform or sudden movements will not be acceptable.
c. The operating technicians shall at all times be able to move the camera through the lines in either direction without the loss of quality in the video presentation on the monitor.

2. Display footage reference number on the screen as well as the picture of the interior of the pipe and make a part of the digital record.
3. Video Log:
   a. Note audio and text documentation of defects in the video.
   b. Display total footage of sewer main from center of manhole to center of manhole or from center of manhole to cleanout.
   c. Display total footage of sewer lateral from cleanout to connection to sewer main.
   d. Indicate direction of flow and direction of video inspection.

F. Acceptance:
1. Any of the following observations shall be considered defects and shall be corrected prior to Final Acceptance.
   a. Ponding greater than 10 percent of the nominal pipe inside diameter or over 25 feet in length will be cause for rejection of the pipe segment.
   b. Joint separations greater than 3/4 inch
   c. Offset joints greater than 5 percent of base pipe inside diameter.
   d. Chips in pipe ends more than 1/4 inch deep.
   e. Cracked or damaged pipe or evidence of the presence of an external object bearing upon the pipe (rocks, roots, etc.).
   f. Infiltration
   g. Debris or other foreign objects
   h. Incomplete, blurry, too dark, or washed out video.
   i. Other obvious deficiencies when compared to requirements of Contract Documents.
2. Owner will notify Contractor in writing of any observed deficiencies revealed by the television inspection that will require repair, following which Contractor shall excavate and make the necessary repairs and make a television re-inspection.

G. Furnish post-construction video inspection on digital video disks (DVDs) with audio comments and certified inspection log reports detailing the physical condition of the sewer mains and laterals. Report each main between manholes and lateral from property line cleanout to sewer main individually providing the following information:
1. Inspection log report:
   a. Title sheet including:
      1) Owner's name: SPCSD
      2) Project name: Biwana Drive Collection System Replacement
      3) Date of inspection
      4) If videos and logs are not submitted together at one time, each submittal shall have a separate title page describing between which manholes each submittal covers
   b. Video log sheet for each run of sewer main between manholes, or between manholes and cleanouts, including:
      1) Pipe type and size in inches
      2) Upstream and downstream manhole numbers

3) Upstream and downstream manhole depths in feet
4) Inspector's name
5) Tape footage reference number
6) Indicate direction of flow, the direction of the camera, and the section length.
7) Defects description
8) Diameter and length of depth gauge
9) Video footage counter
10) Define reach by the upstream and downstream manhole numbers indicated or by the down-stream manhole and cleanout indicated.
11) Location of lateral measured from video starting manhole and orientation (0:00 to 12:00 o'clock) in travel direction.

c. Video log sheet for each lateral between cleanout and main sewer connection including:
   1) Pipe type and size in inches
   2) Lateral street address
   3) Direction of travel and direction of flow
   4) Inspector's name
   5) Tape footage reference number
   6) Defects description
   7) Video footage counter
   8) Location of defects (0:00 to 12:00 o'clock)
   9) Main sewer station at lateral connection point

d. Video that includes:
   1) Introductory text prior to start of video run including:
      (a) Pipe type and size in inches
      (b) Upstream and downstream manhole numbers for mains
      (c) Upstream and downstream manhole depths in feet
      (d) Inspector's name
      (e) Tape footage reference number
      (f) Street name where the sewer main video begins and upstream and downstream cross streets, where applicable
      (g) Lateral street address
      (h) Indicate direction of flow and the direction of the camera as well as the section length.
      (i) Diameter and length of depth gauge
      (j) Location of lateral measured from beginning manhole.
   2) Video inspection of main sewer shall indicate:
      (a) Cumulative distance of run
      (b) Defects verbal and text description
      (c) View looking up each lateral from the main
   3) Video inspection of sewer lateral from property line cleanout to main sewer shall indicate:
      (a) Depth of riser
      (b) Length of lateral
      (c) Defects: Verbal and text description

3.19 CITY OF SANTA ROSA WATER MAINS ISOLATION AND DEPRESSURIZATION, AND WATER MAIN REPAIRS AND VALVE REPLACEMENTS

A. Water Mains Isolation and Depressurization:
   1. Owner and City to determine if existing water mains and/or water valves that cross existing sewer mains to be replaced shall be isolated during sewer replacement Work by shutting water valves and depressurization of sections of water main crossing the sewer main.
   2. Water main shut downs and valve turning operations shall be performed by City utilities personnel only.
   3. Notify Owner a minimum of 48 hours prior to when individual water main shutdowns are required in order to allow time for Owner to issue request to City to perform water main shut downs and valve turning operations. Notify Owner a minimum of 7 Days prior to water main shut downs that will involve City utilities personnel for more than 8 hours.
   4. Notify Owner and affected customers in writing a minimum of 5 Business Days prior to any water main shut downs.
   5. Water main shut downs or interruptions, and valve turning operations, shall not be scheduled for Mondays, unless otherwise approved by Owner.
   6. Coordinate water main shut downs that affect Roseland School District facilities with Owner. Roseland School District's interests will be considered by the Owner regarding water main shut downs that affect Roseland School District facilities.
   7. Normal working hours and days for City utilities personnel are from 7:00 a.m. to 3:30 p.m. Monday through Friday. Avoid requesting water main shut downs after normal working hours or on weekend unless otherwise approved in writing by Owner. Overtime costs associated with water main shutdowns by City utilities personnel after normal working hours or on weekends shall be born by Contractor unless otherwise approved in writing by City.
   8. If Contractor fails to keep scheduled field appointments with City utilities personnel, Contractor shall bear all costs for City utilities personnel waiting and standby time.

B. Water Main Repairs and Valve Replacements:
   1. Replace any existing water main piping and/or joints disturbed by Contractor's operations, as determined by Owner, in accordance with applicable City Standards including, but not limited to, City's *Engineers List of Approved Items for Use with Water System Construction*, using like-sized materials as directed by Owner.
   2. Replace any existing water valves installations damaged by Contractor's operations, as determined by Owner, in accordance with all applicable City Standards including, but not limited to, CSR STD 877 and City's *Engineers List of Approved Items for Use with Water System Construction*, using like-sized materials as directed by Owner.
   3. Provide excavation, shoring, dewatering, bedding, backfill, and trench resurfacing in accordance with Section 02320 (Excavation, Bedding, Backfill, and Resurfacing).
   4. Thoroughly swab the interior of appurtenances being installed with a strong High-Test Hypochlorite (HTH) solution prior to installation.
   5. Exercise necessary precautions to prevent the entrance of trench water or any other foreign material into the water main and conduct operations in the accordance with the most stringent sanitation practices. Place mechanical pipe plugs into water mains when Work not occurring.

6. Make connections to cast iron, PVC, or ductile iron water pipes with mechanical joint solid sleeves in accordance with City Standards. Make connections to asbestos cement water pipes with flexible connections in accordance with City Standards.
7. Notify Owner as indicated above if individual mainline shut downs are required to facilitate final connections. Make final connections under inspection by Owner and City utilities personnel, unless otherwise approved by Owner in writing. Final connections shall not be scheduled for after normal working hours, on weekends, or on holidays, unless otherwise approved by Owner in writing.

END OF SECTION

SECTION 02536

SANITARY UTILITY SEWERAGE MANHOLES, FRAMES, AND COVERS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Manhole Materials
   2. Manhole Installation
   3. Manhole Abandonment
   4. Manhole Removal
   5. Removal of ductile iron sewer pipe from storm drain structures

B. Related Sections:
   1. Section 02240 (Dewatering)
   2. Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)
   3. Section 02535 (Sanitary Sewer Systems)

1.2 DEFINITIONS

A. CSR or City: City of Santa Rosa and/or City of Santa Rosa Utilities Engineering Department

1.3 REFERENCES

A.	ASTM C150	Standard Specification for Portland Cement
B.	ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C.	ASTM A536	Specification for Ductile Iron Castings
D.	ASTM C923	Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals
E.	ASTM C990	Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
F.	ASTM C1028	Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method
G.	ASTM C1244	Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
H.	ASTM D4976	Standard Specification for Polyethylene Plastics Molding and Extrusion Materials
I.	AWWA C209	Standard for Cold-Applied Tape Coatings for the Exterior of Special Sections, Connections, and Fittings for Steel Water Pipelines
J.	CSR Standard Drawing: STD 500	Standard Precast Concrete Manhole for Sanitary Sewer
K.	CSR Standard Drawing STD 502	Shallow Manholes and Junction Structures for Multiple Laterals
L.	CSR Standard Drawing: STD 503	Inside Drop Manhole

M.	CSR Standard Drawing: STD 508	Abandoned Manhole
N.	SCWA STD 100-A	Sonoma County Water Agency (SCWA) Design and Construction Standards for Sanitation Facilities Drawing No. 100-A – Standard Manhole, Sanitary Sewer (included for testing purposes only)
O.	SCWA STD 103	Sonoma County Water Agency (SCWA) Design and Construction Standards for Sanitation Facilities Drawing No. 103 – Standard Drop Manhole Slide Sanitary Sewer

1.4 SUBMITTALS

A. Product Data:
   1. Manhole frame and cover
   2. Grade rings
   3. Horizontal joint sealants
      a. Butyl rubber pre-formed sealant
      b. Expanding adhesive sealant
      c. Adhesive tape wrap
   4. Manhole interior coating
   5. Manhole interior patch materials (grouts)
   6. Pipe to manhole connectors
   7. Flexible bolted couplings
   8. Drop manhole materials
      a. Clamps and bolts
      b. Pipe fittings
      c. Manhole connectors

B. Shop Drawings for Manholes:
   1. Location
   2. Manhole number
   3. Elevations of relevant features including:
      a. Horizontal joints
      b. Penetrations and opening sizes
      c. Shelf, including slope
      d. Inverts
   4. Drop inlets and fastening hardware, as applicable
   5. Horizontal orientation of inlets and outlet
   6. Reinforcing, as applicable
   7. Pipe to manhole connector manufacturer and model, including material type
   8. Cement type
   9. Lifting ring locations
   10. Segment weights

C. Work Plans:
   1. Sewer Manhole Removal Procedures
   2. Sewer Manhole Abandonment Procedures

D. Quality Assurance/Control Submittals:
   1. Concrete mix design:
      a. Precast concrete, including admixtures
      b. Cast-in-place manhole base

2. Manufacturer's Instructions:
   a. Manhole field repair recommendations
   b. Pipe to manhole connector installation

1.5 DELIVERY, STORAGE, AND HANDLING

A. Acceptance at Site:
   1. Inspect manhole components for defects upon delivery.
   2. Immediately remove Defective manhole components from Site and replace with non-Defective products.

PART 2 PRODUCTS

2.1 MANHOLE MATERIALS

A. General:
   1. Designed for sanitary sewer service
   2. Precast manholes, unless indicated otherwise:
      a. Standard Manholes: CSR STD 500
      b. Junction Structure for Multiple Laterals: CSR STD 502
      c. Inside Drop Manholes: CSR STD 503
      d. Slide Drop Manholes: SCWA STD 103
B. Cover and Frame:
   1. Ductile Iron, ASTM A536
   2. Manufactured in an ISO 9000 certified facility
   3. Machined flat bearing surface
      a. Elastomeric seating gasket
   4. Lid:
      a. Hinged
      b. Slip resistant, ASTM C1028
         1) Neolite corrected dry static coefficient of friction: ≥ 0.91
         2) Neolite corrected wet static coefficient of friction: ≥ 0.79
      c. 90-degree blocking system to prevent accidental closure
      d. Hinge infiltration plug
      e. Closed pick-holes
      f. Molded with "Sanitary Sewer" SSMH 542-101 at Station 1+00.09 and SSMH 530-203 at Station 21+72.38
      g. SCS Locking Kit for SSMH No. 530-203 at Station 21+72.38
   5. Size:
      a. 24-inch clear opening
      b. Circular manhole cover and frame
   6. Design Loading:
      a. Vehicle: AASHTO H-20
   7. Manufacturers:
      a. CertainTeed Corporation
         P.O. Box 860
         Valley Forge, PA 19482
         Phone: 877.351.3323
         Web: http://www.certainteed.pamcovers.com
         Product: PAMREX

b. Or Approved Equal

C. Manhole Grade Rings
1. Circular rings to adjust final elevation of manhole frame
2. Injection Molded HDPE, ASTM D4976
3. 100 percent recycled material
4. Design Loading:
   a. Vehicle: AASHTO H-20
5. Warranty: Minimum 5 years
6. Manufacturers:
   a. LadTech, Inc.
      6704 Meadowlark Court
      Lino Lakes, MN 55038
      Phone: 877.235.7464
      Web: http://www.ladtech.com
   b. Or Approved Equal

D. Manhole Base, Barrel, and Cone Structure:
1. Reinforced precast concrete, ASTM C478
2. Conforms to type V cement, ASTM C150
3. Cast in pipe to manhole connectors
4. Sizes, as indicated:
   a. Base: 48-inch; 60-inch (drop manholes)
   b. Barrel: 48-inch; 60-inch (drop manholes)
   c. Cone:
      1) 48-inch to 24-inch concentric reducer
      2) 60-inch to 24-inch eccentric reducer (drop manholes, as indicated)
      3) 48-inch to 24-inch flat slab reducer, as indicated
5. Drop Inlets, as indicated
   a. Clamps and bolts:
      1) 316 stainless steel
      2) Bolt anchors
         (a) Wedge or Epoxy
         (b) Length: No penetration through manhole barrel
      3) Clamps: 3/32 inches by 3/4 inches
   b. Pipe: Match incoming pipe material
   c. Pipe to manhole connector:
      1) As required by this Section 02536
      2) Not cast within 2 inches of a horizontal joint
6. Design Loading:
   a. Vehicle: AASHTO H-20 Loading
   b. Soil: ≥ 130 lb/cu ft; and
   c. Groundwater: As applicable
7. Manufacturers:
   a. Cook Concrete Products, Inc.
      5461 Eastside Road
      Redding, CA 96001
      Phone: 530.243.2562
      Web: http://www.cookconcreteproducts.com

b. Central Precast
3049 Independence Dr, Suite A
Livermore, CA 94551
Phone: 800.500.5016
Web: http://www.central-precast.com
c. No Substitutions

8. Cast-in-place Base:
a. Use only when it is not possible to use a precast base, as determined by Owner.
b. In accordance with CSR Standard Drawing STD 500
c. Non-reinforced concrete
d. Waterstops: As recommended by pipe manufacturer

E. Manhole Interior Coating:
1. Protective coating to reduce groundwater infiltration and concrete corrosion due to sewer environment
2. Manufacturers:
a. Koester American Corp.
2585 Aviation Drive
Virginia Beach, VA 23453
Phone: 757.425.1206
Web: http://www.koesterusa.com
Product: Koester NB1
b. BASF Building Systems
889 Valley Park Drive
Shakopee, MN 55379
Phone: 952.496.6000
Web: http://www.chemrex.com/
Product: Tegraproof
c. No Substitutions

F. Pipe to Manhole Connectors:
1. Flexible watertight connector to seal pipe penetration in manhole
2. Integrally cast in manhole base and/or barrel, as applicable
3. Manufacturers:
a. A-Lok Products, Inc.
P.O. Box 1647
697 Main Street
Tullytown, PA 19007
Phone: 800.822.2565
Web: http://www.a-lok.com/
Product: A-Lok X-Cel Compression Connector conforming to ASTM C923
b. No Substitutions
4. Double Rubber Water Stops for Connection to Existing Manholes:
a. Manufacturers:
1) Simtech
2) Plexco
3) Water stop grouting rings by Press-Seal Gasket Corporation
4) Fernco
5) Or Approved Equal

G. Manhole Joint Sealing Compounds:

1. General:
   a. Sealants for horizontal manhole joints, as described in this Section 02536
   b. Low permeability sealant
      1) Watertight
      2) Seals joints to pass vacuum testing, ASTM C1244
   c. Designed for long-term use in sanitary sewer environments
2. Butyl Rubber Pre-Formed Sealant:
   a. Water sealant for horizontal concrete joints
   b. Pre-formed, cold-applied, adhesive rope-like butyl rubber gasket
   c. Conforming to ASTM C990
   d. Manufacturers:
      1) Henry Company
         1277 Boyles St.
         Houston, TX 77020
         Phone: 800.231.4549
         Web: http://www.ramnek.com/
         Product: Ram-Nek
      2) Hamilton Kent
         871 Deming Way
         Sparks, Nevada 89431
         Phone: 800.648.1266
         Web: http://www.hamiltonkent.com
         Product: Kent Seal No. 2
      3) Or Approved Equal
3. Expanding Adhesive Sealant:
   a. Water sealant:
      1) Cone to grade ring
      2) Grade ring to manhole frame
   b. Single component, closed cell, hydrophobic polyurethane
   c. Water activated
   d. Expanding foam to fill voids
   e. Manufacturers:
      1) SealGuard, Inc.
         363 Mars-Valencia Road
         Mars, PA 16046
         Phone: 866.625.4550
         Web: http://www.sealguardinc.com
         Product: XSeal
      2) Or Approved Equal
4. Adhesive Tape Wrap:
   a. Water sealant for horizontal concrete and HDPE joints
   b. Pre-formed, cold-applied, self adhesive pipe wrap
   c. Elastomer and resin bonded to a woven highly puncture-resistant polymer
   d. Adhesive impregnated with an integrated primer
   e. Thickness: 50 mil ± 2 mils
   f. Conforms to AWWA C209
   g. Manufacturers:
      1) Tapecoat Chase Specialty Coatings

P.O. Box 631
Evanston, IL 60204-0631
Phone: 800.758.6041
Web: http://www.tapecoat.com
Product: Tapecoat M50 RC

2) Or Approved Equal

H. Manhole Interior Patch Materials (grout):
1. Patch material to repair manhole interior, patch horizontal concrete joints, and patch interior lifting ring locations
2. Non-shrink
3. Non-metallic
4. Manufacturers:
   a. CTS Cement Manufacturing Corporation
      11065 Knott Ave., Suite A
      Cypress, CA 90630
      Phone: 800.929.3030
      Web: http://www.ctscement.com
      Product: Rapid Set Mortar Mix or Rapid Set Cement All
   b. W. R. Meadows, Inc.
      300 Industrial Drive
      Hampshire, IL 60140-0338
      Phone: 800.342.5976
      Web: http://www.wrmeadows.com
      Product: Speed Crete Red or Blue
   c. Sika Corporation
      201 Polito Avenue
      Lyndhurst, NJ 07071
      Phone: 800.933.7452
      Web: http://www.sikaconstruction.com
      Product: SIKA Set Mortar
   d. No Substitutions

I. Flexible Bolted Couplings:
1. General:
   a. Flexible bolted coupling as specified in Section 02535 (Sanitary Sewer Systems).
   b. To protect sewer pipe from differential settlement at manholes.
   c. Provide at transitions to existing Asbestos cement pipe (ACP) or vitrified clay pipe (VCP) at new manholes

PART 3 EXECUTION

3.1 GENERAL

A. Construct manholes to the dimensions indicated and as specified herein. Protect Work against flotation.
B. Manhole construction shall conform to the requirements of CSR Standard Drawing: STD 500, unless indicated or specified otherwise in this Section 02536.

3.2 MANHOLE INSTALLATION

A. General

1. Provide a complete, fully functional and leak-free manhole
2. Backfilling: As specified in Section 02320 (Excavation, Bedding, Backfill, and Resurfacing) and as indicated
3. Bedding:
   a. Cast-in-place: Undisturbed earth
   b. Precast:
      1) Drain rock per Section 02320 (Excavation, Bedding, Backfill, and Resurfacing) and as indicated
      2) Relative compaction: 90 percent
4. Provide Flexible Bolted Coupling to protect pipe from differential settlement at connections to existing ACP or VCP piping
   a. Standard manhole: minimum of 12-inches, maximum of 24-inches from manhole base/barrel
   b. Drop manhole: ≤ maximum of 60-inches from manhole barrel

B. Subgrade
1. Pump groundwater down to below installation levels just prior to placing precast manhole base in accordance with Section 02240 (Dewatering).
2. Remove loose material from bottom of manhole excavation after leveling the bottom.
3. Place and compact, to 95 percent Relative Compaction, a 6-inch thick cushion of bedding, extended 6-inch minimum beyond outside edges of base.

C. Manhole Base
1. General:
   a. Ensure that base is correctly installed with inverts at elevations indicated
      1) Inverts and benches:
         (i) Smooth transitions to ensure an unobstructed flow through manhole
         (ii) Remove sharp edges or rough sections
         (iii) Trowel mortar surfaces smooth
         (iv) Bring inner base section in the manhole up to the top of the pipes and round at sewer channels
         (v) Slope benches back up to the walls with a slope of at least 2 inches per foot
2. Pre-cast Base: Grout lifting ring points, as applicable
3. Cast-in-place Base:
   a. Conform to CSR STD 500
   b. Form Base against undisturbed earth
   c. Break out top half of pipe flush with inside face of manhole wall after successful manhole testing
   d. Construct bench and U-shaped channel
   e. Elevational changes: gradual
   f. Directional changes: smooth curves

D. Manhole Barrel, Cone, Slab
1. Set manhole segments and rings equally spaced.
2. Provide Manhole Joint Sealing Compound for concrete joints to make a watertight joint.
   a. Butyl Rubber Pre-Formed Sealant
      1) Provide 2 rings of sealant at each joint
      2) Install per sealant manufacturers' written instructions: Minimum overlap of sealant segments: 1-inch
      3) Remove excess sealant squeezed into manhole interior

3. Pipe to Manhole Connections: Per Pipe to Manhole Connector manufacturers' written instructions
4. Drop Inlets:
   a. Clamps:
      1) Spaced no more than 3 feet on center
      2) No less than two clamps per manhole
   b. Pipe to manhole connector: Provide and grout per pipe to manhole connector manufacturer's written instructions
   c. Pipe inside manhole:
      1) Place 2 inches or closer to manhole wall
      2) Solvent-weld joints, as applicable
      3) Cut top half of tee where drop inlet enters manhole
      4) Use 90 degree elbow at flow channel transition
         (i) Match crown
         (ii) Remove elbow bell at outlet end
         (iii) Minimum horizontal slope: 2 inches per foot

E. Manhole Grade Rings, Frame and Cover
1. Grade Rings:
   a. Provide grade rings necessary to install manhole frame at the proper elevation and grade.
      1) Install grade rings per grade ring manufacturers' written instructions
      2) Ensure that grade rings are fully compressed to eliminate settlement
      3) Cut out notch in top grade ring at manhole hinge to facilitate self-cleaning
   b. Sealing:
      1) Cone to bottom grade ring joint:
         (a) Expanding Adhesive Sealant: Apply per adhesive sealant manufacturers' written instructions
      2) Grade ring to grade ring joints: Adhesive Tape Wrap
         (a) Apply per tape wrap manufacturers' written instructions, including:
            (i) Wrap outside of grade rings
            (ii) Spiral overlapping circumferential wrap covering joints
            (iii) Minimum joint/tape overlap: 1-inch
            (iv) Firmly smooth tape in place
            (v) Wrinkles and gaps are not acceptable
      3) Grade ring to manhole frame joint:
         (a) Expanding Adhesive Sealant: Apply per adhesive sealant manufacturers' written instructions
2. Manhole Frame and Cover:
   a. Install manhole frame and cover on top of manhole grade rings to prevent infiltration of surface or groundwater into manholes.
   b. Set manhole frame and cover approximately 1/8-inch above the surrounding grade so that water runs away from the manhole and concrete collar.
      1) Install asphalt for smooth transition from finished street slope to top of manhole frame so that vehicle traffic is not subjected to impact or vibration in driving over manhole rim of cover
   c. Provide a concrete collar, as indicated in CSR STD 500
      1) Mix design: per Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)

d. Install asphalt resurfacing at a replaced manhole within 5 Business Days of backfilling the new manhole.

3.3 MANHOLE ABANDONMENT

A. Abandon manholes in accordance with CSR STD 508.
B. After manhole abandonment, backfill existing pit with aggregate trench backfill material or CLSM and resurface.
C. Dispose of removed manhole frame and cover, grade rings, and cone portions in accordance with federal, state, and local laws, ordinances, statutes, and regulations.

3.4 MANHOLE REMOVAL AND REPLACEMENT, AND MANHOLE REMOVAL

A. Manhole removal and replacement
   1. After removal of manhole, provide new manhole
   2. Dispose of manhole structure in accordance with federal, state, and local laws, ordinances, statutes, and regulations.
   3. Backfill around manhole in accordance with Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)
B. Manhole removal
   1. Remove manhole structure and backfill material to undisturbed earth
   2. Backfill pit in accordance with Section 02320 (Excavation, Bedding, Backfill, and Resurfacing)

3.5 REMOVAL OF DUCTILE IRON SEWER PIPE FROM STORM DRAIN STRUCTURE

A. Remove existing 8-inch ductile iron sewer pipe from storm drain structure located at intersection of McMinn Avenue and O'Dell Lane at approximately Station 28+25.
B. Fill holes in storm drain structure walls with manhole interior patch non-shrink grout material in accordance with this Section 02536.
C. Once patch material has cured, seal storm drain structure patches and surrounding area to a distance of 12 inches beyond the edges of patch with manhole interior coating material in accordance with this Section 02536.

3.6 FIELD QUALITY CONTROL

A. Manhole Testing:
   1. Manholes and appurtenances: Watertight and free from infiltration and exfiltration.
   2. Conduct a vacuum-type leakage test on each manhole, ASTM C1244:
      a. Vacuum Test:
         1) Manhole, including grade rings
         2) Backfill prior to vacuum testing
         3) Grout joints prior to testing.
         4) Plug pipes entering or exiting the manholes.
         5) Connect the testing device to the manhole in accordance with the device manufacturer's recommendations.
         6) Draw a vacuum of 10 inches Hg and shut off the vacuum pump.
            (a) Measure the length of time for the vacuum to drop to 9 inches Hg.
            (b) If the time is greater than the time shown in the following table, the manhole passes the vacuum test.

Manhole Depth (feet)	Manhole Diameter (inches)	
	48	60

	Time (seconds)	Time (seconds)
<4	10	13
6	15	20
8	20	26
10	25	33
12	30	39
14	35	46
16	40	52

(c) Adjust vacuum if necessary due to external hydrostatic pressure
   (i) Proceed only upon Owner's approval

3. Promptly repair and retest any manhole that fails the above tests, at no additional cost to Owner.

END OF SECTION