

SANTA YNEZ COMMUNITY SERVICES DISTRICT



NOTICES TO CONTRACTORS, BID FORMS, AGREEMENT,
BONDS, CONTRACT ADMINISTRATION FORMS, GENERAL CONDITIONS
TECHNICAL SPECIFICATIONS
AND
CONTRACT DRAWINGS
FOR THE

HORIZON SEWER PROJECT

SYCSD PROJECT NO. 2021-01

March 17, 2021

BIDS DUE: Friday, May 7, 2021 AT 2:00 P.M.

**BIDS WILL BE OPENED AT:
SANTA YNEZ COMMUNITY SERVICES DISTRICT
SYCSD DISTRICT OFFICE
1070 FARADAY STREET
P.O. BOX 667
SANTA YNEZ, CA 93460**

PART A – BIDDING AND CONTRACT REQUIREMENTS

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SECTION 00010

NOTICE INVITING BIDS

Sealed bids will be received by the Santa Ynez Community Services District (“Owner”) at Owner’s office at 1070 Faraday Street, P.O. Box 667, Santa Ynez, CA 93460 until 2:00 P.M. local time on Friday **May 7, 2021**, after which time and at said place they will be publicly opened and read for performing work in accordance with the Contract Documents (as defined in Section 1.02 of the Instruction to Bidders)as follows:

SANTA YNEZ COMMUNITY SERVICES DISTRICT
HORIZON SEWER PROJECT
SYCSD PROJECT NO. 2021-01

The bid shall include all labor, materials, and services required to install a gravity sewer main in Horizon Drive, and connect through easements down to the Owner’s existing sewer main line in Highway 246. Installation shall include a gravity sewer main, wyes, manholes, and maintaining residential traffic flow for the duration of construction. The bid items are approximate only, being given as a basis for the comparison of bids, and Owner does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work of any class or portion of work, or to omit portions of the work, as may be deemed necessary.

The Contract Documents to be used for bidding can only be downloaded from the website at www.sycsd.com. Prospective bidders are encouraged to download and print them on your own. At special request, the Contract Documents can be obtained at Owner’s office, 1070 Faraday Street, Santa Ynez, CA 93460, for a charge of Twenty Five Dollars (\$25.00), nonrefundable. The Contract Documents will be mailed within three (3) business days of receipt of order. Prospective bidders shall inspect the site prior to submitting a bid.

No bid will be considered unless it is made on the blank forms incorporated in the Contract Documents and is accompanied by a proposal guaranty in the form of (i) cash, (ii) a Bid Guaranty Bond provided by a guaranty company authorized to carry on business in the State of California, or (iii) a certified or cashier’s check made payable to Santa Ynez Community Services District in an amount equal to ten percent (10%) of the bid amount.

Each bidder must hold a Class A General Engineering Contractor License. As required by Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. No bid shall be accepted, nor any contract or subcontract entered into, without proof of the contractor or subcontractor’s current registration to perform public work pursuant to Labor Code Section 1725.5.

Each bid shall be submitted in a sealed envelope bearing the title of the work and the name of the bidder.

Owner reserves the right to reject any or all bids or to waive any irregularities or informalities.

Pursuant to Section 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. Copies of such prevailing rate of per diem wages are on file at Owner's office and will be provided to any interested party on request. The successful bidder shall post a copy of such prevailing wage rates at the job site.

The successful bidder shall be required to furnish a Faithful Performance Bond and Payment Bond prior to commencing work.

Pursuant to Public Contract Code Section 22300, the substitution of securities by the successful bidder shall be permitted for any moneys withheld by Owner to ensure performance under the contract. Alternatively, upon request of the successful bidder, Owner shall make payment of retentions earned directly to an escrow agent at the expense of the successful bidder.

A **mandatory pre-bid conference** followed by a site visit will be held at Owner's office at 1:00 p.m. on **Tuesday, April 13, 2021**. Masks will be mandatory and social distancing protocols shall be adhered to throughout the duration of the meeting.

All questions and requests for information (RFIs) regarding the Contract Documents shall be submitted in writing and submitted to Jose Acosta via email at jose@sycsd.com at least seven (7) days prior to the bid opening. The RFIs will be addressed by Addenda, which will be posted no later than four (4) days prior to bid opening.

SANTA YNEZ COMMUNITY SERVICES DISTRICT



Jose Acosta, General Manager

****END OF SECTION****

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.01 INSPECTION OF SITE WORK

Bidders are required to inspect the site of the work to satisfy themselves, by personal examination or by such other means as they prefer, of the location of the proposed work and of the actual conditions of and at the site of the work. Bidders may inspect the site of the work only during periods scheduled for such inspection, except by special arrangement with the Santa Ynez Community Services District (“Owner”). A mandatory pre-bid conference followed by a site inspection will be held at 1:00 p.m. on **Tuesday, April 13, 2021** at the following location:

SANTA YNEZ COMMUNITY SERVICES DISTRICT
1070 FARADAY STREET
SANTA YNEZ, CA 93460

Intrusive investigations by bidders to the site of the work for purposes of making exploratory excavations shall be by special arrangement with the Owner and under conditions established by the Owner. If, during the course of its examination, a bidder finds facts or conditions, which appear to it to be in conflict with the letter or spirit of the Contract Documents (as defined below), it may apply to the Owner, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute acknowledgement that, if awarded the contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the contract.

The information provided by the Owner is not intended to be a substitute for or a supplement to the independent investigation of site conditions as deemed necessary or desirable by the bidder. Such information provided by the Owner is for convenience in bidding only and no guarantee is made or implied to the accuracy or completeness of such data as regards actual conditions that may be encountered at the site of the work.

1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the Bidding and Contract Requirements (Part A), Technical Specifications (Part B), and Horizon Sewer Plans (Appendix A) contained in the bound one volume set of documents dated **March 17, 2021** for the Horizon Sewer Project (SYCSD Project No. 2021-01), (ii) Owner’s Design and Construction Standards for Public Sewage System Improvements dated January 2012, and (iii) any addenda to the foregoing documents issued by the Owner (collectively, the “Contract Documents”). The binding agreement formed pursuant to the Contract Documents is referred herein as the “Contract”. Submission of a bid shall constitute acknowledgement upon which the Owner may rely that the bidder has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a bidder to examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its bid or to the Contract. No claim for additional compensation that is based upon a lack of knowledge of the Contract Documents will be allowed. Prior to bid submission, each bidder shall report any errors or

omissions noted in the Contract Documents to the Owner. The review of the Contract Documents by a bidder shall be confined to the bidder's capacity as a contractor, and not as a licensed design professional. All questions shall be submitted to the District in writing at least 7 days prior to bid opening to be considered.

1. **BID IRREGULARITIES:** Each bid shall be submitted in the bound one volume set of documents that includes the Bidding and Contract Requirements, Technical Specifications, and Horizon Sewer Plans, and shall include any additional information requested by the Owner. Bids shall be enclosed in a sealed envelope and labeled as specified in the Notice Inviting Bids. Bidders are warned against making erasures or alterations of any kind, and bids which contain omissions, erasures, or irregularities of any kind, may be rejected. No oral, telegraphic, or telephonic bids or modifications will be considered.

2. **MODIFICATION OF BID:** Modification of a bid already received will be considered only if the modification is received prior to the time established for receiving bids. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

3. **WITHDRAWAL OF BIDS:** As provided in Public Contract Code Section 5103 et seq., within five (5) days after the opening of bids, a bidder may withdraw its bid providing it can establish to the Owner's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the Owner, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will be permitted for mistakes made in filling out the bid and will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the drawings and Contract Documents.

1.03 QUALIFICATIONS OR AMENDMENTS

Unless otherwise stated it will be understood by the Owner that the bidder has accepted without reservation or amendment the whole of the Contract Documents. At a bidder's discretion, a bid may be conditioned upon such qualifications of or amendments to the Contract Documents as do not materially change the requirements contained herein. Such qualifications or amendments shall be fully described in the form provided herewith. The Owner reserves the right to accept or reject such qualifications or amendments and to consider price variations therefor, if any, in determining the lowest responsible bid.

1.04 ALTERNATIVE MATERIALS AND EQUIPMENT

The bidder may request that alternatives to specified products, materials and equipment be considered equal and that inclusion of such alternatives be permitted in the bids. Such requests must be made in writing and received by the Owner at least seven (7) calendar days prior to the bid opening date. Granting a request that an alternative product be considered equal to those specified may be made only by the issuance of an addendum by the Owner. Denial of the request during bidding does not waive the manufacturer's or supplier's right to offer the alternative product to the bidder after award of the Contract. After award of the contract, the offer will be as a substitution as provided under paragraph 00710-4.04 and will be considered only if the bidder believes the offered substitution is equal in quality to the specified product.

1.05 BID GUARANTY:

The bid form shall be accompanied by a Bid Guaranty Bond provided by a guaranty company authorized to carry on business in the State of California for payment to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price, or alternatively, by a cash payment or a certified or cashier's check payable to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price. The Bid Guaranty Bond shall be provided on the form included in Section 00410 of the Contract Documents. The amount payable to the Owner under the Bid Guaranty Bond, whether by cash, or the certified or cashier's check, as the case may be, shall be forfeited to the Owner as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the Owner the agreement on the form provided herewith, within ten (10) calendar days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution. The parties agree that the actual damage sustained by Owner in the event of a failure or neglect of the bidder to furnish, execute, and deliver the agreement would be impracticable and extremely difficult to ascertain, and that such ten percent (10%) amount represents a reasonable estimate of the Owner's damages.

1.06 LIST OF SUBCONTRACTORS:

Each bidder shall have listed, on the form provided in Section 00430, the name, address, California contractor license number, and description of the work of each subcontractor to whom bidder proposes to sublet portions of the work in excess of 0.5 percent of the total amount of its bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to provide materials and labor, labor only, or who specially fabricates and installs a portion of the work of improvement according to drawings contained in the contract documents. Listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). Failure to list subcontractors shall render a bid non-responsive and shall be grounds for rejection of the bid.

1.07 BIDDER'S CERTIFICATIONS

A. QUALIFICATION OF BIDDER:

Each bidder must hold a Class A General Engineering Contractor License. Bidder shall certify that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the Provisions of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. As required by Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. No bid shall be accepted, nor any contract or subcontract entered into, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

The bidder also certifies that it is knowledgeable of the unusual and peculiar hazards associated with the general class and type of work called for in the Contract Documents and with the specific project to be constructed under terms given in the Contract Documents. Bidder shall be

competent and skilled in the protective measures necessary for the safe performance of the construction work with respect to such unusual and peculiar hazards.

B. ADDENDA:

Each bid form shall include specific acknowledgement, in the space provided, of receipt of all addenda issued by the Owner during the bidding periods. Failure to so acknowledge may result in the bid being rejected as not responsive. All addenda will be issued at least 4 days prior to the bid opening.

1.08 POSTPONEMENT OF OPENING

The Owner reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids. Postponement notices shall be mailed to bidders in the form of addenda.

1.09 REJECTION OF BIDS

A. IRREGULAR BIDS:

The Owner reserves the right to reject bids which are incomplete, obscure, or irregular; bids which omit a bid on any one or more items for which bids are required; bids which omit unit prices if unit prices are required; bids in which unit prices are unbalanced in the opinion of the Owner; bids accompanied by insufficient or irregular bid security; bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature; and bids from bidders who in the opinion of the Owner do not have the qualifications or experience to complete the project in a competent manner.

B. COLLUSION:

If the Owner has reason to believe that collusion exists among bidders, the Owner will reject the bids of the known participants in such collusion. The Owner also, at its option, may reject all bids received. Pursuant to Public Contract Code Section 7106, all bidders shall certify under penalty of perjury on the form provided in Section 00450 that no collusion has occurred or exists.

1.10 RETURN OF BID GUARANTIES

Within fifteen (15) calendar days after the bids are opened, the Owner will return the bid guaranties accompanying the bids that are not to be considered in making the award. All other bid guaranties will be held until the Contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

1.11 AWARD OF CONTRACT

A. GENERAL:

Within sixty (60) calendar days after the date of receiving bids, the Owner will act either to accept a bid or to reject all bids. Acceptance of a bid will be evidenced by a notice of award of

contract in writing, delivered in person or by certified mail, to the bidder whose bid is accepted. No other act of the Owner shall constitute acceptance of a bid. The award of contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance and to execute the agreement and other documents set forth in the Contract Documents.

The Owner will award the contract to the lowest responsive, responsible bidder or bidders on the basis of the total contract prices listed for each Schedule in Section 00310. The Owner reserves the right to reject any or all bids or to waive any irregularities or informalities.

1.12 LABOR REQUIREMENTS

A. WAGE DETERMINATION:

Wages to be paid laborers and mechanics on this project shall be no less than the minimum either as determined by the Secretary of Labor or as determined by the Director of Industrial Relations in accordance with California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

Pursuant to Section 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. Copies of such prevailing rate of per diem wages are on file at Santa Ynez Community Services District, 1070 Faraday Street, Santa Ynez, CA 93460, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.

****END OF SECTION****

SECTION 00300

BID FORM

Santa Ynez Community Services District
1070 Faraday Street
P.O. Box 667
Santa Ynez, CA 93460

Date: _____

The undersigned, as bidder, declares that it has received and examined the documents entitled Santa Ynez Community Services District Horizon Sewer Project, SYCSD Project No. 2021-01 and will contract with the Owner, on the form of Agreement provided herewith, to do everything required for the fulfillment of the contract for the construction of the project at the prices and on the terms and conditions herein contained.

The undersigned bidder agrees that the following shall form a part of this proposal:

<u>Section</u>	<u>Title</u>
00300	Bid Form
00310	Bid Schedule
00410	Bid Guaranty Bond
00430	Proposed Subcontractors
00440	Statement of Experience
00450	Noncollusion Affidavit

The undersigned bidder acknowledges that Addenda numbers ____ through ____ have been received and have been examined as part of the Contract Documents.

Attached is a Bid Guaranty Bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten percent (10%) of the total amount of our bid, or alternatively, there is attached a certified or cashier's check payable to the Owner in the amount of at least ten percent (10%) of the total amount of our bid.

If the bid is accepted, the undersigned bidder agrees to sign the agreement and to furnish the required faithful performance bond, payment bond, and evidence of insurance within ten (10) calendar days after receiving notice of the award of the contract.

The undersigned bidder further agrees that time is of the essence and if the bid is accepted and a contract for performance of the work is entered into with the Owner, to so plan work and to prosecute it with such diligence that the work shall be completed before the expiration of one hundred fifty (150) consecutive calendar days from the date of receipt of the Notice to Proceed, and that as provided for in GENERAL CONDITIONS - PARTS 6.02 D-3 (Damages for Delays), and 6.02 E (Liquidated Damages) the sum of five hundred and 00/100 Dollars (\$500.00) per calendar day for each and every days' delay in finishing the work beyond the time prescribed herein may be deducted from payments due as liquidated damages.

The undersigned bidder also hereby agrees to perform all the work described in the Contract Documents and as outlined in the "BID SCHEDULE", with all work to be complete and in place and in operational condition as specified.

Name of Bidder

Contractor's License No.

Signature of Bidder

Title of Signatory

Address of Bidder

State of Incorporation

Email Address of Bidder

Witness

Title of Witness

****END OF SECTION****

SECTION 00310

BID SCHEDULE, SYCSD PROJECT NO. 2021-01

ITEM NO.	APPROX. QTY.	UNIT	DESCRIPTION: WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE IN FIGURES	AMT. IN FIGURES
1.	1	Lump Sum	Mobilization of equipment and materials in accordance with the Contract Documents, complete and in place, for the lump sum price of _____ _____	\$ _____	\$ _____
2.	1	Lump Sum	Prepare Water Pollution Control Plan (WPCP) in accordance with the Contract Documents, complete and in place, for the lump sum price of _____ _____	\$ _____	\$ _____
3.	1	Lump Sum	Provide traffic control in accordance with the Contract Documents, complete and in place, for the lump sum price of _____ _____	\$ _____	\$ _____
4.	430	Linear Feet	Install 8-inch diameter SDR35 PVC sewer pipe in DEEP TRENCH in accordance with the Contract Documents, complete and in place, for the unit price of _____ _____	\$ _____	\$ _____
5.	1,475	Linear Feet	Install 8-inch diameter SDR35 PVC sewer pipe in SHALLOW TRENCH in accordance with the Contract Documents, complete and in place, for the unit price of _____ _____	\$ _____	\$ _____
6.	6	Each	Install new 48-inch precast concrete manhole in accordance with the Contract Documents, complete and in place, for the unit price for each location of _____ _____	\$ _____	\$ _____
7.	6	Each	Install new hinged manhole frame and cover in accordance with the Contract Documents, complete and in place, for the unit price for each location of _____ _____	\$ _____	\$ _____
8.	21	Each	Install new 8"x4" wye connection and capped lateral in accordance with the Contract Documents, complete and in place, for the unit price of _____ _____	\$ _____	\$ _____

ITEM NO.	APPROX. QTY.	UNIT	DESCRIPTION: WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE IN FIGURES	AMT. IN FIGURES
9.	8,160	Square Feet	Repair and replace pavement driveways and roadways in accordance with the Contract Documents, complete and in place, for the unit price of _____ _____	\$ _____	\$ _____
10.	7	Each	Pothole utilities in accordance with the Contract Documents, complete and in place, for the unit price for each location of _____ _____	\$ _____	\$ _____
11.	1	Lump Sum	Repair and replace existing landscaping and hardscaping in accordance with the Contract Documents, complete and in place, for the lump sum price of _____ _____	\$ _____	\$ _____
12.	1	Lump Sum	Mobilization of dewatering equipment and materials in accordance with the Contract Documents, complete and in place, for the lump sum price of _____ _____	\$ _____	\$ _____
13.	6	Weeks	Provide dewatering in accordance with the Contract Documents, complete and in place, for the weekly price of _____ _____	\$ _____	\$ _____
14.	50	Cubic Yards	Provide compacted pea gravel driveway in accordance with the Contract Documents, complete and in place, for the cubic yard price of _____ _____	\$ _____	\$ _____
15.	32	Cubic Yards	Provide gravel bedding in accordance with the Contract Documents, complete and in place, for the cubic yard price of _____ _____	\$ _____	\$ _____

TOTAL BID _____

(in words)

\$ _____ (in figures)

Each individual bid item shall be determined from visiting the work site, reviewing the Contract Documents, and all other portions of the Contract Documents, and shall include all items necessary to complete the Work, including the assumption of all obligations, duties, and responsibilities necessary

to the successful completion of the Contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the Contract Documents, whether or not expressly listed or designated.

****END OF SECTION****

SECTION 00410

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, HEREINAFTER called the Principal, and _____, HEREINAFTER called the Surety, are jointly and severally held and firmly bound unto the Santa Ynez Community Services District, HEREINAFTER called the Obligee, each in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal for the work, this sum not to exceed _____dollars (\$_____) in lawful money of the United States for payment whereof unto the Obligee, the Principal and Surety jointly and severally find themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for the Santa Ynez Community Services District Horizon Sewer Project, SYCSD Project No. 2021-01.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an Agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the bid of the Principal and the amount for which Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

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

SIGNED AND SEALED this _____ day of _____, 20_____

Principal

Signature for the Principal

Title of Signatory
(SEAL)

Surety

Signature for Surety

Title of Signatory
(SEAL)

END OF SECTION

SECTION 00420

NONDISCRIMINATION IN EMPLOYMENT

Attention is directed to California Labor Code section 1735, which is applicable to the work under this Contract and which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

****END OF SECTION****

SECTION 00430

PROPOSED SUBCONTRACTORS

The following information gives the name, business address, California contractor license number, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the contract. No subcontractor doing work in excess of 0.5 percent of the total amount of the bid, and who is not listed, shall be used without the written approval of the Owner. (Additional information may be attached to this page. Each page shall be subsequently numbered, e.g., 00430-2, and headed, "Proposed Subcontractors", and shall be signed).

<u>Name</u>	<u>Business Address</u>	<u>License No.</u>	<u>Description of Work</u>
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Signature of Bidder

END OF SECTION

SECTION 00440

STATEMENT OF EXPERIENCE

On one or more separate sheets of paper, provide the information requested below:

1. List of similar projects completed by the Contractor within the last five (5) years, including project names, descriptions, locations and contract values, and contact names and telephone numbers.
2. List of names and contract value of all projects completed by the Contractor in the last year.
3. Statement of the Contractor's ability to commence and prosecute the work on this project in a timely manner.
4. Responses to the following questions:
 - (a) Has your Contractor's license been revoked at any time in the last five (5) years? If yes, please explain.
 - (b) Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default or terminated by the project owner within the last five (5) years? If yes, please explain.
 - (c) In the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract? If yes, please explain.
 - (d) Has there been a change in the ownership of your firm in the last three (3) years? If yes, please explain. (Publicly traded corporations need not respond to this question.)
 - (e) Is your firm currently the debtor in a bankruptcy case?
 - (f) Has your firm been in bankruptcy in the last five (5) years?
 - (g) Has your firm changed names or license numbers in the last five (5) years? If yes, please explain.
 - (h) Has any license held by your firm or its responsible managing employee or responsible managing officer been suspended within the last five (5) years? If yes, please explain.
5. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with a public agency or private owners? If yes, please explain and provide a list of all such projects by owners, owner's address, the date of the completion and the amount of liquidated damages.

****END OF SECTION****

SECTION 00450

NONCOLLUSION AFFIDAVIT

State of California)
)
County of _____) ss.

_____, being first duly sworn, deposes and says that it is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted 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.

Dated: _____

Signature of Bidder

Title of Signatory

****END OF SECTION****

SECTION 00500

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Santa Ynez Community Services District
Horizon Sewer Project, SYCSD Project No. 2021-01

The Owner has considered the bid submitted by you for the above-described work in response to its Notice Inviting Bids dated _____, 20_____, and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Contract Documents to execute the Agreement and furnish the required Faithful Performance Bond, Payment Bond, Workers' Compensation Certification and Certificates of Insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said Bonds and certificates within ten (10) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20_____.

SANTA YNEZ COMMUNITY SERVICES DISTRICT

By: _____
Jose Acosta, General Manager

ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above Notice of Award is hereby acknowledged by:

on this, the ____ day of _____, 20_____.

By: _____

Title: _____

**END OF SECTION*

SECTION 00501

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2021 on or before _____, 2021 and you are to complete the work within one hundred fifty (150) consecutive calendar days thereafter.

Date of completion of all work is therefor _____, 20_____.

SANTA YNEZ COMMUNITY SERVICES DISTRICT

By: _____
Jose Acosta, General Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

On this, the ____ day of _____, 20_____.

By: _____

Title: _____

****END OF SECTION****

SECTION 00510

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____ by and between the Santa Ynez Community Services District, HEREINAFTER called the "Owner", and _____, HEREINAFTER called the "Contractor".

WITNESSETH:

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract Documents (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work at the price and on the terms and conditions herein contained, and the Owner agrees to pay the Contractor the contract price provided herein for the fulfillment of the work and the performance of the covenants set forth herein.

This Agreement includes and incorporates by reference (i) the Bidding and Contract Requirements (Part A), Technical Specifications (Part B), and Horizon Sewer Plans (Appendix A), contained in the bound one volume set of documents dated **March 17, 2021** for the Horizon Sewer Project (SYCSD Project No. 2021-01), (ii) Owner's Design and Construction Standards for Public Sewage System Improvements dated January 2012, and (iii) any addenda to the foregoing documents issued by the Owner (collectively, the "Contract Documents").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

OWNER

CONTRACTOR

Santa Ynez Community Services District

(Name)

By: _____
Karen Jones, Board President

By: _____
(Signature)

(Name printed and title)

ATTEST:

By: _____
Wendy Berry, Board Secretary

By: _____
(Signature)

(Name printed and title)

License No: _____

END OF SECTION

SECTION 00520

PREVAILING WAGE RATES

The Contractor shall forfeit as penalty to the Owner not more than the sum of fifty dollars (\$50) for each calendar day or portion thereof for each worker (whether employed by the Contractor or subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the California Labor Code and in particular, section 1772 to 1780. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the contractor in meeting its prevailing wage obligations, or a contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor had knowledge of its obligations under Labor Code sections 1720, et seq. In addition to the aforementioned penalty, each worker shall be paid the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Owner will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the Owner or the Engineer.

****END OF SECTION****

SECTION 00610

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Santa Ynez Community Services District, hereinafter designated the "Owner" has, on _____, 20____, awarded to _____, hereinafter designated as the "Contractor", a contract for the construction of the

SANTA YNEZ COMMUNITY SERVICES DISTRICT
HORIZON SEWER PROJECT,
SYCSD PROJECT NO. 2021-01

AND, WHEREAS, said Contractor is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Contractor and Surety, in the event suit is brought on this bond, will pay to the Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time of the above bounden Contractor, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Owner from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed hereunder or of the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the Provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

(Seal)

Contractor

Signature for Contractor

Title of Signatory

(Seal)

Surety

Signature for Surety

Title of Signatory

****END OF SECTION****

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Santa Ynez Community Services District, hereinafter designated the "Owner" has, on _____, 20____, awarded to _____, hereinafter designated as the "Contractor", a contract for the construction of the

SANTA YNEZ COMMUNITY SERVICES DISTRICT
HORIZON SEWER PROJECT,
SYCSD PROJECT NO. 2021-01

AND WHEREAS, said Contractor is required to furnish a bond in connection and with said contract, providing that if said Contractor, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about, the performance of the work contracted to be done, or for any work of labor done thereon of any kind, the Surety of this Bond will pay the same to the extent hereinafter set forth:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I, of the Government Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the Owner as shall be fixed by the court.

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall, in any way, affect its obligations of this Bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of

Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under seals this ____ day of _____, 20____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned Representative, pursuant to authority of its governing body.

(Seal)

Contractor

Signature for Contractor

Title of Signatory

(Seal)

Surety

Signature for Surety

Title of Signatory

****END OF SECTION****

SECTION 00630

WORKERS' COMPENSATION CERTIFICATION

In connection with the Santa Ynez Community Services District Horizon Sewer Project, SYCSD Project No. 2021-01, 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.

Dated: _____

By: _____
(Signature)

(Name Printed and Title)

****END OF SECTION****

SECTION 00710

GENERAL CONDITIONS

PART 1 - GENERAL INFORMATION

1.01 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms. These definitions are in addition to those contained in the Technical Specifications set forth in Part B of the Contract Documents.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the Contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomena, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as Acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract, which modify or interpret the Contract Documents by addition, deletion, clarification, or corrections.

Bid. Offer of a bidder submitted on the prescribed form setting forth prices of the work to be performed.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint venturers offering a bid to perform the work.

Construction Manager. The person designated, in writing, by the Owner to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this contract. Initial contact by the Contractor with the Owner shall be through the Construction Manager.

Contract. The binding agreement formed pursuant to the Contract Documents.

Contract Documents. The Bidding and Contract Requirements (Part A), Technical Specifications (Part B), and Horizon Sewer Plans (Appendix A) contained in the bound one volume set of documents dated **March 17, 2021** for the Horizon Sewer Project (SYCSD Project No. 2021-01), (ii) Owner's Design and Construction Standards for Public Sewage System Improvements dated January 2012, and (iii) any addenda to the foregoing documents issued by the Owner.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the Bid Schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the Bid Form.

Contract Time. Number of working days stated in the Contract for the completion of the work.

Contractor. The individual partnership, corporation, or combination thereof, including joint venturers who enter into the Contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

Directive. Written documentation or the actions of the Owner or Construction Manager in directing the Contractor.

Drawings. The drawings included in the Contract Documents plus those prepared by the Owner and the Contractor pursuant to the terms of the contract. They include:

1. Drawings included with the Contract Documents
2. Modifying drawings issued by Addenda
3. Drawings submitted by the Contractor with its bid and accepted by the Owner as a proposed qualification and amendment
4. Drawings submitted by the Contractor during the progress of the work and accepted by the Owner either as attachments to Change Orders or as nonmodifying supplements to drawings provided by Owner.
5. Drawings submitted by the Owner to the Contractor during the progress of the work either as attachments to the Change Orders or as explanatory supplements to drawings previously provided by Owner.

Engineer. Mike Kielborn, P.E. of Cannon Associates, 1050 Southwood Drive, San Luis Obispo, CA 93401.

Furnish. To deliver to the job site or other specified location any item, equipment, or material.

Herein. Refers to information presented in the Contract Documents.

Holidays. Legal holidays designated by the State of California.

Install. Placing, erecting, or constructing complete in place any item, equipment or material.

Owner. Santa Ynez Community Services District.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs called out by Section number and alphanumeric designator. For example, this definition is found in paragraph 00710-1.01.

Project. The undertaking to be performed under the provisions of the Contract.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of work and of items of work, which are not in conformance with the Contract. The Construction Manager will prepare the list when the Contractor (1) notifies the Construction Manager in writing that the work has been completed in accordance with the Contract and (2) requests in writing that the Owner accept the work.

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Shown. Refers to information presented on the drawings with or without reference to the drawings.

Specify. Refers to information described, shown, noted, or presented in any manner in any part of the contract.

Submittal. The information that is specified for submission to the Construction Manager in accordance with Section 01600 of the Contract Documents.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially complete work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date. Date when Owner puts into service the project, or that portion of the project that has been determined to be substantially complete.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Working day. A working day is any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by the special provisions, by its labor contract, or by law, to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather, conditions resulting there from, or other phenomena of nature from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five hours toward completion of the current controlling item on the accepted critical path schedule.

Should the conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five hours, and the crew is dismissed as a result thereof, it will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

1.02 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power privileges, and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Owner or the Construction Manager to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communications given by any one of such persons to the Owner or the Construction Manager under this Contract shall be deemed to have been given by and shall bind all persons being the Contractor.

1.03 CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS:

The grants, covenants, provisos and claims, rights, powers, privileges, and liabilities obtained in the Contract Documents shall be read and held as made by and with, granted to and imposed upon the Contractor and the Owner and their respective heirs, executors, administrators, successors, and assigns.

B. WAIVER OF RIGHTS:

Except as herein provided, no action or want of action on the part of the Contractor, Owner, or Construction Manager at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Contractor and Owner of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

C. OFFER OF ASSIGNMENT OF ACTIONS:

Pursuant to Public Contract Code Section 7103.5, the Contractor offers and agrees to assign to the Owner all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this contract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

D. AMENDMENT OF CONTRACT:

The Contract may be amended only by mutual consent of the Owner and the Contractor in writing.

E. ENTIRE AGREEMENT:

This Contract is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications

with respect thereto.

F. PARTIAL INVALIDITY:

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

G. TIME OF ESSENCE:

The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach of and a noncurable (but waivable) default under this Contract by the party so failing to perform.

H. CONSTRUCTION:

Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Contract. In the event of conflicts or inconsistencies between the documents, plans, specifications, or drawings included in the Contract Documents or the documents referenced therein, the hierarchy of documents shall be as follows and the documents that are higher on the list shall take precedence and be controlling over documents that are lower on the list:

1. Horizon Sewer Plans (Appendix A)
2. Technical Specifications (Part B)
3. Bidding and Contract Requirements (Part A)
4. Owner's Design and Construction Standards for Public Sewage System Improvements
5. Standard Specifications for Public Works Construction (Greenbook)
6. California Uniform Building Code

I. GOVERNING LAW:

The parties hereto expressly agree that (i) this Contract shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this contract, venue shall be in the County of Santa Barbara, State of California, United States of America.

J. FURTHER ASSURANCES:

The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this contract.

K. NOTICES:

Any notices permitted or required hereunder shall be in writing and shall be (i) given by personal delivery, (ii) mailed by U.S. mail, postage prepaid, (iii) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (iv) sent by email transmission to the party at the mailing or email address set forth below for such party.

To Owner: Santa Ynez Community Services District
Attn: Jose Acosta, General Manager
1070 Faraday Street
P.O. Box 667 (required for U.S. Postal deliveries)
Santa Ynez, CA 93460
Email: jose@sycsd.com

To Contractor: At the address set forth in the Contractor's bid submittal

Any party may change its address for notice purposes by giving notice of such change in the manner set forth above.

L. ASSIGNMENT:

Neither party may assign its rights or delegate its obligations under this Contract, in whole or in part, without the prior written consent of the other party.

1.04 LABOR STANDARDS

A. GENERAL

Contractor agrees to abide by Labor Standards set forth herein.

B. PREFERENCE FOR RESIDENT LABOR:

In the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.

C. HOURS OF LABOR:

Pursuant to the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight (8) hours of laboring a day or forty (40) hours during one calendar week from any person employed in the performance of the work under this Contract. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure on its part to comply with the provisions of this Contract.

D. OVERTIME WORK:

Pursuant to California Labor Code Section 1813, the Contractor and each subcontractor shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of

this Contract by the Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. Owner shall take cognizance of all such violations committed in the course of the execution of this Contract, and shall report them to the Division of Labor Standards Enforcement.

Notwithstanding the foregoing, work performed by employees of the Contractor or subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay, and upon compliance with the procedures set forth below.

Overtime and shift work may be established as a regular procedure by the Contractor with fourteen-day notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays, or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

E. APPRENTICES:

The Contractor and subcontractors under it shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

1.05 LAWS, REGULATIONS, AND PERMITS

A. GENERAL:

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the drawings, specifications, or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, it shall promptly notify the Construction Manager in writing of such variance. The Owner shall promptly review the matter, and if necessary, shall issue a Change Order to take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

B. PERMITS, APPROVALS AND NOTIFICATIONS:

The Contractor shall be responsible for securing any permits and/or governmental or regulatory approvals and for providing all notifications required for the project (e.g., County encroachment and building permits, OSHA approvals, Underground Service Alert notifications, etc.).

C. PATENTS AND ROYALTIES:

The costs involved in fees, royalties, or claims for any patented invention, article, appliance, material, process, method, or plan (collectively, "Patented Items") that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and its Sureties shall protect and hold Owner together with its officers, directors, agents, and employees, harmless against any and all demands made for such fees, royalties, or claims brought or made by the holder of any Patented Items. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees, royalties, or claims.

Should the Contractor, its agent, employees or any of them be enjoined from furnishing or using any Patented Items supplied or requested to be supplied or used under this Contract, the Contractor shall promptly pay such fees, royalties, or claims and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other items in lieu thereof, which are of equal efficiency, quality, finish, suitability, and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Construction Manager for determination of general conformance to the design concept and the construction Contractor agrees to pay such fees, royalties, or claims and secure such valid licenses as may be requisite for the Owner, its officers, agents, and employees or any of them, to use such Patented Items without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

1.06 HEADINGS

Headings to parts, divisions, sections, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.07 SUBCONTRACTS

The Contractor shall perform with its own organization not less than one half of the work, and shall not sublet to one subcontractor more than one third of the work, without the previous written consent of the Owner.

PART 2 - OWNER/CONTRACTOR RELATIONS

2.01 AUTHORITY OF OWNER

A. GENERAL:

The Owner and the Construction Manager shall have the authority to act as sole judge of the work and materials with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the drawings, specifications, and other Contract Documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work

except in those instances where the nature of the completed work is dependent on the method of performance.

B. AUTHORITY:

1. **GENERAL:** The Owner has the authority to act on Change Orders, progress payments, contract decisions, acceptability of the Contractor's work and early possession.

2. **CHANGE ORDERS:** The Owner has the authority to accept or reject Change Orders proposed by either the Construction Manager or the Contractor.

3. **PROGRESS PAYMENTS:** The Owner has the authority to accept or reject requests for progress payments that have been submitted by the Contractor and recommended by the Construction Manager.

4. **CONTRACT DECISIONS:** Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may request that the Owner review the Construction Manager's decision and make a determination in the manner provided under paragraph 00710-2.05 D.4.

5. **ACCEPTABILITY OF WORK:** The Owner has the authority to make the final determination of the acceptability of the work as provided under Paragraph 00710-7.05. The Owner also has the authority to accept or reject the Construction Manager's recommendations regarding retention of defective work as provided in paragraph 00710-4.08 B.

6. **EARLY POSSESSION:** The Owner has the authority to take early possession in accordance with paragraph 00710-6.06.

C. AUTHORITY OF CONSTRUCTION MANAGER:

1. **GENERAL:** The Construction Manager is a representative of the Owner employed to act as advisor and consultant to the Owner in construction matters related to the Contract. The Owner has delegated its authority to the Construction Manager to make initial decisions regarding claims and questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager interprets the intent and meaning of the Contract and makes initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract. The Construction Manager's decisions are subject to review by the Owner in accordance with Paragraph 00710-2.01 B.4.

2. **INSPECTION OF CONSTRUCTION:** The Construction Manager shall have access to the work and to the site of the work and to the places where work is being prepared or where materials, equipment, and machinery are being obtained for the work. If requested by the Construction Manager, the Contractor shall provide assistance necessary for obtaining such access, and shall provide information related to the inspection of construction.

3. **CHANGE ORDERS:** All Change Orders are subject to review and approval by the Owner.

2.02 RESPONSIBILITIES OF OWNER

A. ATTENTION TO WORK:

The Owner shall notify the Contractor in writing of the name of the Construction Manager. The Construction Manager normally will be at the site of the work. During his absences, the Contractor may contact an alternated representative as designated by the Owner.

B. OWNER'S EMPLOYEES:

The Owner shall be responsible for the adequacy, efficiency, and sufficiency of its employees and of any consultant, supplier, or subcontractor employed by the Owner.

2.03 AUTHORITY OF CONTRACTOR

A. CONTRACTOR'S REPRESENTATIVE:

The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. This person shall have authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the work.

B. CONSTRUCTION PROCEDURES:

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the Contract, a means, method, techniques, sequence, or procedure for construction of that item of work.

C. SUBCONTRACTORS:

Subcontractors will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of the subcontractors and suppliers will be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to action required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the Owner, or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or person to perform the specified action.

2.04 RESPONSIBILITIES OF CONTRACTOR

A. SUBCONTRACTORS, MANUFACTURERS AND SUPPLIERS:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers, and their employees.

B. CONTRACTOR'S EMPLOYEES:

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. All such employees shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

C. PAYMENT FOR LABOR AND MATERIALS:

The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by it and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner. Pursuant to Labor Code Section 1861, prior to performing work under the Contract, the Contractor shall sign and file with the Owner the certification set forth in Section 00630.

Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the project.

The payroll records enumerated above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the basis set forth in Labor Code Section 1861.

D. ATTENTION TO WORK:

The Contractor, acting through its representative, shall give personal attention to, and shall manage the work, so that it shall be prosecuted faithfully. When its representative is not personally present at the project site, its designated alternate shall be available and shall have the authority to act on the Contract.

E. EMPLOYEE SAFETY:

The Contractor alone shall be responsible for the safety of its subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the

protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to fire fighting equipment. Temporary provisions shall be made by the Contractor to insure use of sidewalks and private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches, and natural watercourses.

G. COOPERATION WITH CONSTRUCTION MANAGER:

The Contractor when requested shall assist the Construction Manager in obtaining access to work that is to be inspected. The Contractor shall provide the Construction Manager with information requested in connection with the inspection of the work. The Contractor shall provide adequate lighting of the site for the purposes of inspection if work is carried out beyond daylight hours.

2.05 OWNER-CONTRACTOR COORDINATION

A. SUGGESTIONS TO CONTRACTOR:

Plan or method of work suggested by the Owner or the Construction Manager to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner and the Construction Manager assume no responsibility therefor and in no way will be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

B. COOPERATION:

The Contractor agrees to permit entry to the site of the work by the Owner or other contractors performing work on behalf of the Owner. The Contractor shall afford to the Owner, other subcontractors and their employees reasonable facilities and cooperation and shall arrange its work and dispose of its materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Contractor shall be liable for and shall promptly correct any injury or damage that may be sustained by other contractors or employees of the Owner as a result of the Contractor's acts or omissions. The Contractor shall join its work to that of others and perform its work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the works of the Owner with regard to their work, shall be submitted to the Construction Manager for his decision in the matter. If the work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit a documented request for a Change Order for the Owner's consideration.

C. DEVIATION FROM CONTRACT:

Neither the Contractor nor the Owner shall make an alteration or variation in, addition to, or deviation or omission from the terms of this Contract without the written consent of the other party.

D. CLAIMS:

1. CLAIMS OF \$375,000 OR LESS: Claims in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less which arise between the Contractor and the Owner shall be administered in accordance with Public Contract Code Section 20104, et seq., which provide, in relevant part, as follows:

“20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond

in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

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

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the 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 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 the claimant submits its or her written claim pursuant to subdivision (a) 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.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3

of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

2. RESOLUTION PROCESS FOR ALL CLAIMS: Notwithstanding subsection D.1 above relating to claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less, all claims by the Contractor hereunder shall be resolved in accordance with the process set forth in Public Contract Code Section 9204, which provides as follows:

(A) “Claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Owner.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

(B) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

(C) Upon receipt of a claim pursuant to this section, the Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Owner and the Contractor may, by mutual agreement, extend said time period.

(D) The claimant shall furnish reasonable documentation to support the claim.

(E) If the Owner needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(F) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph (L) shall apply.

(G) If the claimant disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(H) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(I) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(J) Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(K) This section does not preclude the Owner from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(L) Failure by the Owner to respond to a claim from the Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(M) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(N) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on its or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(O) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the Owner may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

3. DETERMINATION BY CONSTRUCTION MANAGER: Questions regarding meaning and intent of the Contract Documents shall be referred by the Contractor in writing to the Construction Manager for his decision. The Construction Manager shall respond to the Contractor in writing with his decision. If the Contractor disagrees with the Construction Manager's decision or considers that the decision requires extra work, it shall within five (5) calendar days, notify the Construction Manager in writing of the disagreement or of the claimed extra work involved and of the estimated cost of said work.

4. APPEALS TO OWNER: In the event the Contractor disagrees with any determination or decision of the Construction Manager, the Contractor may, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision to the Owner for review.

PART 3 – SPECIFICATIONS AND DRAWINGS

3.01 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

The specifications and drawings contained in the Contract Documents are intended to be explanatory of each other. Work specified on the drawings and not in the specifications, or vice versa, shall be executed as if specified in both. Should it appear that the work to be done or matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Construction Manager for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the Contract. In the event of doubt or question arising respecting the true meaning of the specifications or drawings, reference shall be made to the Construction Manager for his decision.

3.02 DIVISION OF SPECIFICATIONS AND DRAWINGS

Specifications and drawings are divided into groups for the convenience of the Owner and Construction Manager. These divisions are not for the purpose of apportioning work or responsibility for work among subcontractors, suppliers, and manufacturers.

3.03 DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS

A. ERRORS AND OMISSIONS:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the Contract Documents or in the Owner's fieldwork, it shall immediately inform the Construction Manager. The Construction Manager shall promptly review the matter, and if he finds an error or omission has been made, he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Owner shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at its risk unless authorized by the Construction Manager.

B. CONFLICTING PROVISIONS:

In cases of conflict between the specifications and drawings contained in the Contract Documents, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor shall, upon request of the Construction Manager, submit in writing to the Construction Manager the description upon which the Contractor relied in preparing its bid or laying out the work. If the Construction Manager directs the Contractor to perform work in a manner other than that contemplated by the Contractor in preparing its bid or laying out the work, the Construction Manager shall initiate a Change Order. In this event, the Contractor shall submit to the Construction Manager such supporting information, including bidding or layout documents, as may reasonably be necessary

for the Construction Manager to determine whether the contract price is increased, decreased or unchanged by the Change Order.

C. UTILITIES:

The Owner has endeavored to determine the existence of utilities at the site of the work from the records of the owners of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the drawings. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the drawings. It shall be the responsibility of the Contractor to determine the exact location of utilities and service connections thereto. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections prior to commencing work which could result in damage to said utilities. The Contractor shall immediately notify the Construction Manager as to any utility discovered by it in a different position than shown on the drawings or which are not shown on the drawings.

In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the work, the work on the utility shall be performed and paid for as follows:

1. When it is necessary to remove, relocate, or temporarily maintain a service connection, the cost of which is not required to be borne by the Owner thereof, the Contractor shall bear the expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with its own forces or permitting the work to be done by the Contractor.
2. When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the drawings, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear the expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with its own forces or permitting the work to be done by the Contractor.
3. When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the drawings or is in a position different from that shown on the drawings and were it in the position shown on the drawings would not need to be removed, relocated, or temporarily maintained, the cost of which is not required to be borne by the owner thereof, the Owner will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor do such work in accordance with the article on changes in the work or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with paragraph 00710-7.02.
4. The Owner shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the project site if such utilities are not identified by the Owner in the Contract Documents made a part of the Notice Inviting Bids. The Owner shall compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main or trunkline utility facilities not indicated in the Contract Documents with

reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or the owner of the utility to provide for removal or relocation of such utility facilities.

No representations are made that the obligations to move or temporarily maintain the utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter upon streets, alleys, rights-of-way, or easements for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

D. DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS:

If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any technical data on which the Contractor is entitled to rely is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in an emergency), notify the Owner in writing about such condition. After receipt of such notice, the Owner will promptly review the pertinent condition, and determine the necessity of Owner's obtaining additional exploration or tests with respect thereto. The Contractor shall not further disturb such condition or perform any work in connection therewith (except in an emergency) until receipt of a written order from the Owner to do so.

If the Owner determines that such differing subsurface or physical condition meets any one or more of the categories described in clauses 1 through 4 above of this paragraph 3.03.D, the contract price or the contract times, or both, shall be equitably adjusted to the extent that the existence of such condition causes an increase or decrease in the Contractor's cost of, or time required for, performance of the work.

Notwithstanding the foregoing, the Contractor shall not be entitled to any adjustment in the contract price or contract times if:

- a. The Contractor knew of the existence of such condition at the time the Contractor submitted its bid; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for the Contractor prior to the time the Contractor submitted its bid; or
- c. Contractor failed to give the written notice required above by this Paragraph 3.03.D.

If the Owner and the Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, a claim may be made therefor.

3.04 SUBMITTALS

Where required by the Contract Documents, the Contractor shall submit specified information which will enable the Construction Manager to advise the Owner whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the Contract Documents. The requirements for submittals are specified in Section 01600.

3.05 INFORMATION PROVIDED BY CONTRACTOR

Information required for constructing, testing, operating, or maintaining parts of the work shall be provided by the Contractor when specified. Information to be provided shall be as specified and includes such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists, and record drawings. Such information is to be provided as part of the work under this Contract and its acceptability determined under normal inspection procedures. It will not be reviewed as submittal material described in paragraph 00710-3.04.

3.06 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS

The Owner will furnish the Contractor with five (5) sets of the Contract Documents and five (5) sets of those full size drawings pertaining to the work to be performed by that Contractor, or one electronic version (in pdf format) of full sized drawings. The Contractor will be furnished with legible sketches suitable for photocopying, to show changes incorporated into the work by authorized Change Orders. Additional copies of the Contract Documents, if required by the Contractor, will be furnished by the Owner at cost. The Contractor shall keep at the construction site at least one set of the Contract Documents and one set of full size drawings.

3 07 RECORD DRAWINGS

The Contractor shall maintain a neatly marked set of full size record drawings showing the final location and layout of all mechanical, electrical and instrumentation equipment; piping and conduits; and structures and other facilities. Recorded drawings shall reflect Change Orders, accommodations to mechanical, electrical and instrumentation equipment, and adjustments in construction. Where necessary, supplemental drawings shall be prepared by the Contractor. Drawings shall be kept current and shall be made available for inspection by the Construction Manager. Prior to acceptance of the project, Contractor shall deliver to the Construction Manager, one set of neatly

marked record drawings showing the information required above.

PART 4 - MATERIAL, EQUIPMENT AND WORKMANSHIP

4.01 GENERAL QUALITY

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete, and deliver the work within the specified time. Material and equipment shall be new and of a quality equal to that specified. Equipment offered shall be current modifications that have been successful regular operation under comparable conditions. This requirement does not apply to minor details, or to thoroughly demonstrated improvements in design or in materials of construction. Construction work shall be executed in conformity with the standard practice of the trade.

4.02 PREFERENCE FOR DOMESTIC MATERIAL

In accordance with the Buy American provision in Public Law 95-217, (Section 215 of Public Law 92-500 as amended) and implementing EPA regulations and guidelines, the Contractor agrees that preference will be given to domestic construction material by the Contractor, subcontractors, material suppliers, and suppliers in the performance of this Contract.

4.03 QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS

Where the Contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment, or construction work are not set forth, the Contractor shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part.

4.04 MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to two or more patents, brand names, or catalog numbers, it shall be understood that this is reference for the purpose of defining the performance or other salient requirements, and that other materials or equipment of equal capacities, quality, and function shall be considered. The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified, which it considers would be in the Owner's interest to accept. The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors.

The Contractor's offers of substitution shall be made in writing to the Construction Manager and shall include sufficient data to enable the Construction Manager to assess the acceptability of the material or equipment for the particular application and requirements. If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall

include drawings and details showing such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Within fourteen (14) calendar days after receipt of the offer of substitution, the Construction Manager will review the material submitted by the Contractor and advise the Contractor of objections, if any, to the proposed substitution or if further information is required. Upon notification by the Construction Manager, the Contractor shall either provide material or equipment which complies with Contract Documents or furnish request additional information. While the Construction Manager might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the offer and the Contract Documents shall be modified by a Change Order.

If material or equipment is specified by only one patent or propriety name, or by the name of only one manufacturer, it is for the purpose of standardization or because the Owner knows of no equal. If standardization is the reason for using one name to specify any material or equipment, the specifications will so state and substitutions will not be considered. In other case, the Contractor may offer substitutions of products it considers to be equal to that specified.

4.05 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

A. INSPECTION:

To demonstrate its compliance with the Contract requirements, the Contractor shall assist the Construction Manager in his performance of inspection work. The Contractor shall grant the Construction Manager access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The Contractor shall provide information requested by the Construction Manager in connection with inspection work.

If the Contract Documents, laws, ordinances, or any public regulatory authority require parts of the work to be specifically inspected, tested, or approved, the Contractor shall give the Construction Manager adequate prior written notice of the availability of the subject work for examination.

If parts of the work are covered in contravention of the Construction Manager's directive, the cost of exposing the work for inspection and closing shall be borne by the Contractor regardless of whether or not the work is found to be in compliance with the Contract.

If any work is covered in the absence of the Construction Manager's directive to the contrary, the Contractor shall, if directed by the Construction Manager, uncover, expose, or otherwise make available for inspection, portions of covered work. If it is found that such work is defective, the Contractor shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the Contract, the Contractor will be allowed an increase in the contract price, or an extension in the contract time, or both. A Change Order shall be issued.

B. SAMPLES OF MATERIALS:

In cases where compliance with Contract requirements for materials to be incorporated in the

work requires laboratory examination or special testing, the Contractor shall provide samples or specimens as requested by the Construction Manager. Such samples or specimens shall be provided in ample time to permit making proper test analysis and examinations before the time at which it is desired to incorporate the material into the work. Tests of material will be conducted in accordance with standard practice.

C. CERTIFICATION:

In cases where compliance of materials or equipment to Contract requirements is not readily determinable through inspection and tests, the Construction Manager shall request that the Contractor provide properly authenticated documents, certificates, or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

D. INSPECTION AT POINT MANUFACTURING:

If inspection and testing of materials or equipment in the vicinity of the work is not practical, the Contract Documents may require, or the Contractor may request, that such inspection and testing take place at the point of manufacture. The additional cost to the Owner for remote inspection and testing shall consist of travel and incidental expenses and shall be paid by the Contractor. In the event the remote inspection and testing is not specified and is requested by the Owner, the required travel and incidental expenses shall be paid by the Owner.

4.06 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Stored equipment and material shall be located so as to facilitate inspection. The Contractor shall be responsible for damages that occur in connection with the care and protection of materials and equipment until final acceptance of the work. Particular storage requirements are specified in Part B of the Contract Documents.

4.07 MANUFACTURER'S DIRECTIONS

Manufactured articles, material, and equipment shall be applied, installed, connected, erected, adjusted, tested, operated, and maintained as recommended by the manufacturer, unless specified to the contrary. Copies of manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material, and equipment.

4.08 DEFECTIVE WORK

A. CORRECTION OF DEFECTIVE WORK

When, and as often as the Construction Manager determines through his inspection procedures, materials, equipment, or workmanship incorporated in the project do not meet requirements of the Contract, the Construction Manager shall give written notice of the noncompliance to the Contractor. Within five (5) days from the receipt of such notice, the Contractor shall undertake the work necessary to correct the deficiencies and to comply with the Contract. If the Contractor disagrees with the Construction Manager's determination and believes that the corrective work should be covered by a Change Order, it shall immediately notify the Owner in writing, setting

forth its position. Within five (5) days after receipt of the Contractor's notification, the Owner will review the matter and notify the Contractor, in writing, of its determination. If the Owner determines that the corrective work is required to comply with the Contract, the Contractor shall proceed with such work. As a condition precedent to the Contractor's request for either additional compensation or time extension, or both resulting from the performance of such corrective work, the Contractor shall, within fifteen (15) calendar days after receipt of the Owner's determination, notify the Construction Manager in writing of its intent to claim additional compensation, time or both. The Contractor shall document the cost information associated with the corrective work with daily records in accordance with paragraph 00710-7.02 E and shall provide such information to the Construction Manager monthly. Receipt of the cost data by the Construction Manager shall not be construed to be an acceptance of the corrective work or an authorization for a Change Order to cover the corrective work.

B. RETENTION OF DEFECTIVE WORK

During the guarantee period, the Owner may, at its option, retain work which is not in compliance with the Contract if the Owner determines that such noncompliance is not of sufficient magnitude or importance to make the work dangerous or undesirable. The Owner also may retain defective work if, in the opinion of the Construction Manager, removal of such work is impractical or will create conditions which are dangerous or undesirable. Just and reasonable value for such defective work shall be judged by the Owner and appropriate deductions shall be made in the payments due, or to become due to the Contractor. Final acceptance shall not act as a waiver of the Owner's right to recover from the Contractor an amount representing the deduction for retention of defective work.

4.09 MATERIALS AND EQUIPMENT FURNISHED BY OWNER

No materials or equipment are specified to be furnished by the Owner on this project. Any furnishing of material or equipment by the Owner to be installed by the Contractor will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or equipment furnished by the Owner, it shall notify the Construction Manager. After such discovery, the Contractor shall not proceed with work involving Owner furnished materials and equipment unless authorized by the Construction Manager. Unless otherwise noted or specifically stated, materials and equipment furnished by the Owner which are not of local occurrence are considered to be FOB railroad station or truck terminal nearest to the site of the work. The Contractor shall unload, transport, store, and protect such material and equipment from damage. After receipt by the Contractor at the point of delivery, Owner-furnished material and equipment shall form part of the work, for purposes of the Contract, including risk of loss, as if it had been supplied and stored by the Contractor itself.

4.10 GUARANTEE

For a period of three hundred and sixty-five (365) calendar days, commencing on the date of final acceptance of the work or on the date that a partial completion certificate is issued for a portion of the work described as substantially complete, the Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment. The Owner is hereby authorized to make such repairs, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency, where, in the opinion of the Owner, delay could cause serious

loss or damage, repairs may be made without notice being sent to the Contractor and the expense in connection therewith shall be charged to the Contractor.

If a partial completion certificate is issued for a portion of the work described as substantially complete, the warranty period starts only for the items listed as substantially complete.

For the purpose of this paragraph 00710-4.10, "acceptance of the work" shall mean the acceptance of the work or a portion of the work by the Owner, in accordance with paragraph 00710-7.05. "Acceptance of the work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that guarantee on the equipment possessed and used by the Owner in accordance with paragraph 00710-6.06, shall commence on the date that the Owner takes possession of the equipment and so notifies the Contractor in writing. The Owner and the Contractor further agree that such taking possession and use shall not be deemed as substantial completion or acceptance of any part of the work. Takeover of equipment shall be at the Owner's option and will not be made until the equipment can be put into routine service on a permanent basis.

PART 5 - LIABILITY AND INSURANCE

5.01 LIABILITY OF CONTRACTOR

The Contractor shall be liable for any and all losses or damages from whatever causes which, prior to final acceptance, may occur on or to any part of the work. The Contractor shall not be liable for losses or damages caused solely by the act of the Owner.

The Contractor shall be liable for damages and injury which shall be caused to persons owning property, on or in the vicinity of the work, or which shall occur to a person, or persons, or property whatsoever, arising out of the Contractor's performance of this Contract. The Contractor's liability shall not be dependent upon whether or not such damage or injury is caused by the negligence of the Contractor and whether or not such damage or injury is caused by the inherent nature of the work as specified.

The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold the Owner (Santa Ynez Community Services District), the Construction Manager and the Engineer and their respective officers, directors, principals, agents and employees (each being defined herein as an "Indemnified Party"), harmless from and against any and all losses, expenses, claims, demands, causes of action, fines, penalties, liabilities, damages, costs and expenses, including but not limited to fees of attorneys and other professionals (collectively, "Liabilities"), arising out of the performance of this Contract by the Contractor or the Contractor's officers, directors, employees, agents, subcontractors, successors or assigns, or any person under the Contractor's direction or control, except to the extent that such Liabilities are attributable to the sole negligence, active negligence or willful misconduct of the Indemnified Party.

In case suit or legal proceeding shall be brought against an Indemnified Party on account of

loss or damage sustained by any person or property as a result of the performance of the work covered by this Contract, the Contractor agrees to assume the defense thereof with counsel reasonably acceptable to the Indemnified Party, and to pay the expenses connected therewith, and the judgments that may be obtained against the Indemnified Party(ies), in such suits or legal proceedings. In the event that a lien is placed against the property of an Indemnified Party as a result of such suits or legal proceedings, the Contractor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise. The Contractor's agreement to defend and to pay the related expenses shall exist whether or not such injuries or damage be due to the negligence of the Contractor, and whether or not such injuries or damage be caused by the inherent nature of the work, as specified.

The mention of specified duties or liabilities imposed on the Contractor shall not be construed as a limitation or restriction of general duties or liabilities imposed upon the Contractor by the Contract. Reference to specific duties or liabilities is made herein, merely for the purpose of explanation.

5.02 BONDS

The Contractor shall provide two bonds, each in the amount of 100 percent (100%) of the contract price. One shall serve as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. Such bonds shall remain in force throughout the period required to complete the work, and thereafter, for a period of three hundred and sixty-five (365) calendar days after final acceptance of the work. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the forms thereof, prescribed in these Contract Documents in Sections 00610 and 00620, shall in no way affect or alter the liabilities of the Contractor to the Owner as set forth herein.

5.03 INSURANCE

A. GENERAL:

1. EVIDENCE OF INSURANCE: Prior to execution of the Contract, the Contractor shall file with the Owner evidence of insurance from the insurer, certifying to the coverage of the insurance required herein. The evidences of insurance shall, if requested by the Owner, include an actual insurance policy, shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer, and shall certify the names of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. The evidence shall include the agreement of the insurer to give, written notice to the Owner at least thirty (30) calendar days prior to the effective date of cancellation, lapse, or material change in the policy (or ten (10) calendar days prior notice in the event of non-payment of premium).

Receipt of evidence of insurance does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of the Contract with respect to which this certificate is issued, the insurance afforded by the policies described herein is subject to the terms, exclusions and conditions of such policies.

2. FAILURE TO OBTAIN INSURANCE: Should the Contractor neglect to obtain and maintain in force such insurance and deliver such evidence to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance. The Contractor hereby appoints the Owner its true and lawful attorney, to do the things necessary for this purpose. Money expended by the Owner under the provisions of this paragraph for insurance premiums shall be charged to the Contractor. Failure of the Owner to obtain such insurance shall in no way relieve the Contractor of its responsibilities under this Contract.

B. PUBLIC LIABILITY:

The Contractor shall provide public liability insurance covering bodily injury in an amount of not less than a combined single limit of two million dollars (\$2,000,000.00) for one or more persons injured in each occurrence. This insurance shall cover bodily injuries or death suffered, or alleged to have been suffered by any person or persons, by reason of, or in the course of, operations under this Contract, whether occurring by reason of acts or omissions of the Contractor, or any subcontractor, or both. Such insurance shall be maintained until final acceptance of the work and shall include completed operations and products liability insurance, with the aggregate limit in the amount specified above, which shall continue for a period of three hundred and sixty-five (365) calendar days after final acceptance of the work.

The Contractor shall provide property damage insurance in an amount of not less than a combined single limit of two million dollars (\$2,000,000.00) for property damaged in each occurrence. The insurance shall cover damages to property suffered or alleged to have been suffered, by person, or persons, by reason of, or in the course of, the operations under the Contract, whether occurring by reason of acts or omissions of the Contractor, or any subcontractor, or both. Such insurance shall be maintained until final acceptance of the work and shall include completed operations and products liability insurance, which shall continue for a period of three hundred and sixty-five (365) calendar days after the final acceptance of the work.

Liability insurance shall indemnify the Contractor and its subcontractors against loss from liability, imposed by law, upon or assumed under contract by the Contractor or its subcontractors, for damages on account of such bodily injury and property damage. The insurance shall also indemnify the Contractor and its subcontractors against losses related to completed operations and products. The insurance shall be provided by a comprehensive, broad-form occurrence property damage liability policy, written by licensed underwriters. The policies shall cover operations, owned and non-owned vehicles and equipment, contractor's protective coverage, blanket, contractual liability and completed operations liability. The liability insurance shall not exclude explosion, collapse, underground excavation, or removal of lateral support and shall include cross-liability. The Owner (Santa Ynez Community Services District), the Construction Manager and the Engineer and their respective officers, directors, principals, agents, and employees shall be named as insured on the liability policies. The Contractor waives subrogation against said additional insureds.

C. WORKERS COMPENSATION INSURANCE:

The Contractor and the subcontractors shall cover or insure under applicable laws relating to Worker's Compensation or Employers Liability insurance, their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Contractor shall defend, protect and save harmless the Owner from and against claims, suits, and actions, arising from failure of the Contractor or the subcontractors to maintain such

insurance.

D. BUILDERS RISK:

Contractor shall secure all-risk type of builders risk insurance covering work performed under the Contract and materials, equipment, or other items to be incorporated therein, while the same are located at the construction site, stored off site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke, until the date of final acceptance of the work. The maximum deductible allowable under this policy shall be five thousand dollars (\$5,000). The policies providing this insurance shall name the Owner and the Construction Manager as additional insured as their respective interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Owner, or being construed as relieving the Contractor or its subcontractors of responsibility for loss for direct physical loss, damage, or destruction occurring prior to final acceptance

The Contractor shall also secure any flood insurance made available under the National Flood Insurance Program administered by the Federal Insurance Administration of the U S. Department of Housing and Urban Development. Losses not covered under a policy issued by the National Flood Insurance Program, shall be covered by the Contractor's all risk policy.

PART 6 - PROGRESS AND COMPLETION

6.01 NOTICE TO PROCEED

Within ten (10) calendar days after execution of the Contract by the Owner, written Notice to Proceed will be given by the Owner to Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and the Owner shall not be obligated to accept or pay for work performed by the Contractor, prior to delivery of a Notice to Proceed. The Owner's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the Owner to accept or pay for such work. The Contractor shall provide the required bonds and evidences of insurance prior to commencing work at the site.

6.02 CONTRACT TIME

A. GENERAL:

Time shall be of the essence of the Contract. The Contractor shall promptly start the work as soon as possible after the date of the Notice to Proceed and shall prosecute the work so that the various portions of the project shall be complete and ready for use within one hundred fifty (150) consecutive calendar days after the date of issuance of the Notice to Proceed. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work where acceptable quality or efficiency will be affected by unfavorable condition shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. DELAYS:

1. **NOTICE OF DELAYS:** When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay that the Contractor regards as unavoidable, it shall notify the Construction Manager in writing of the probability of the occurrence of such delay and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. If this cannot be done, the Construction Manager shall determine how long the delay shall continue and to what extent the prosecution and completion of the work are being delayed thereby. The Contractor shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays that are not called to the attention of the Construction Manager at the time of their occurrence.

2. **AVOIDABLE DELAYS:** Avoidable delays in the prosecution of the work shall include delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors. Avoidable delays include:

a. Delays that may in themselves be unavoidable but which affect only a portion of the work and do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the contract time.

b. Time associated with the reasonable interference of other contractors employed by the Owner, which do not prevent the completion of the whole work within the contract time.

3. **UNAVOIDABLE DELAYS:** Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors. Delays in completion of the work of other contractors employed by the Owner will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work. Delays due to normal weather conditions shall not be regarded as unavoidable as the Contractor agrees to plan its work with prudent allowances for interference by normal weather conditions. Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five hours per day toward completion of the current controlling item on the accepted critical path schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy five percent (75%) of the normal labor and equipment force for a period of at least five hours per day, and the crew is dismissed as a result thereof, it will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

D. EXTENSION OF TIME:

1. **AVOIDABLE DELAYS:** In case the work is not completed in the time specified,

including extension of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the Owner which are attributable to the fact that the work was not completed on schedule.

The Owner may grant an extension of time for avoidable delay if it deems it in its best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs, including charges for engineering, inspection, and administration, as detailed in paragraph 00710-7.04, incurred during the extension. In this event, the Owner agrees that it will not assess liquidated damages to the Contractor.

2. UNAVOIDABLE DELAYS: For delays that the Construction Manager considers to be unavoidable, the Contractor shall, pursuant to its application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays in which to complete the work. During such extension of time, neither extra compensation for engineering and inspection as provided in paragraph 00710-7.04, nor damages for delay as provided in paragraph 00710-6.02 D-3, will be charged to the Contractor. Extensions of time will be granted only for "working days". Time extension specified in this subarticle will be granted only if the unavoidable delays involves controlling operation work on the critical path.

Time extensions granted as a result of a Change Order in accordance with Section 00710-7.02, shall not be duplicated or otherwise deemed to cause further extensions within the terms of this paragraph D.

E. LIQUIDATED DAMAGES:

It is agreed by the parties to the Contract that in case all work called for under the Contract, in all parts and requirements, is not finished or completed before or upon the expiration of the time limit set forth in these Contract Documents, damage will be sustained by the Owner, and it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain by reason of such delay. It is, therefore, agreed that the Contractor will pay to the Owner, the sum set forth in the Bid Form for each and every calendar day delay beyond the time prescribed to complete the work; and the Contractor agrees to pay said liquidated damages as herein provided; and further agrees that the Owner may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract. It is further agreed that such liquidated damages amount represents a reasonable estimate of the damages the Owner will incur in the event of delays in completing the work.

6.03 SUSPENSION PROCEDURES

The Owner may require the Contractor to suspend work on the project at any time by providing written notice of suspension to the Contractor. A suspension in excess of ninety (90) calendar days shall be considered an unreasonable period of time for work to be delayed or interrupted by an act of the Owner and in such an event the Owner shall make an equitable adjustment in the compensation payable to the Contractor.

6.04 FAILURE TO PERFORM PROPERLY

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after five (5) days written notice to the Contractor, may, without prejudice to any other remedy the Owner may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

6.05 RIGHT TO TERMINATE CONTRACT

A. TERMINATION BY OWNER FOR CAUSE:

If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to diligently pursue the work, or if it should fail to make prompt payment to subcontractors or for material or labor, or if it should persistently disregard laws, ordinances, or instructions of the Owner, it may be determined by the Owner to be in violation of this Contract.

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the Contract. Such notices shall contain the reasons for such intention to terminate the Contract, and unless, within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and plants that may be on the site of the work and necessary therefor.

B. TERMINATION BY OWNER FOR CONVENIENCE:

Upon ten (10) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Contract. In such case, the Contractor shall be paid for (without duplication of any items):

1. completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

4. reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. TERMINATION BY CONTRACTOR:

If the work is stopped under an order of any court or other public authority, or by Owner pursuant to Section 6.03, for a period of more than sixty (60) days through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon ten (10) days written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all work executed, any loss sustained upon any plant or materials, and reasonable profit and damages.

6.06 USE OF COMPLETED PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use completed or partially completed portions of the work notwithstanding the time for completing the work or such portions may not have expired. Such taking possession and use shall not be deemed as substantial completion or acceptance of parts of the work. If such prior possession or use increases the cost of the work, the Contractor shall be entitled to file a claim for extra compensation within five (5) calendar days of each occurrence. The amount of extra compensation shall be determined in accordance with the procedures given herein for determination of Change Order cost. The Contractor shall not claim extra compensation for possession of portions of the work specifically required by the Contract.

PART 7 - MEASUREMENT AND PAYMENT

7.01 PAYMENTS TO CONTRACTOR

A. BREAKDOWN OF CONTRACT PRICES:

Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within thirty (30) calendar days of receipt of the Notice to Proceed, submit a breakdown of the contract price showing the value assigned to each part of the work including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the basis for evaluating requests for payment.

B. PROGRESS PAYMENTS

1. GENERAL: Progress payments will be made in accordance with the following:

2. PAYMENT REQUEST PROCEDURES: By the 20th calendar day of each month, the Contractor shall submit to the Construction Manager a partial payment estimate filled out and signed by the Contractor covering acceptable work performed during the previous month or since the last partial payment estimate was submitted. If requested by the Construction Manager, the Contractor shall provide such additional data as may be reasonably required to support the payment estimate. Such data may include satisfactory evidence of payment for equipment, materials, and labor, including payments to subcontractors and suppliers. Request for payment for delivered equipment and material shall be accompanied by certified invoices by the suppliers. Such equipment and material shall be suitably and safely stored at the site of the work.

3. REVIEW PROCEDURES: Within five (5) calendar days after receipt of the partial payment estimate, the Construction Manager will review the estimate and either recommend that payment be made, or indicate in writing to the Contractor his reasons for not concurring with the estimate. If the Construction Manager recommends payment, the Owner will act on the payment at the next meeting of the Owner's Board of Directors and will, within forty-five (45) calendar days, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The payments will take into account the retention provisions provided for herein.

In the event the Construction Manager does not concur with the estimate, the Contractor may make the changes necessary to obtain the Construction Manager's concurrence and resubmit the partial payment estimate, or it may submit the original progress payment estimate directly to the Owner, indicating in writing its reasons for refusing to make the changes necessary to obtain concurrence.

4. RETENTION: Pursuant to Public Contract Code Section 9203, the Owner shall retain five percent (5%) of each payment until final completion and acceptance of work covered by the Contract. The retained amount is available for the protection and payment of the person, or persons, mechanics, subcontractors, or material suppliers who shall perform labor upon the Contract or work hereunder, and persons who shall supply such person, or persons, or subcontractors with components and supplies for carrying on such work. Pursuant to Public Contract Code Section 22300 the substitution of securities by the successful bidder shall be permitted for any moneys withheld by the Owner to ensure performance under the Contract. Alternatively, upon request of the successful bidder, the Owner shall make payment of retentions earned directly to an escrow agent at the expense of the successful bidder.

C. FINAL PAYMENT

The Owner will make final payment to the Contractor in the manner provided by law following the expiration of thirty-five (35) calendar days after final completion and acceptance of the work and filing of the Notice of Completion by the Owner. Final payment shall include the entire sum found to be due hereunder after deducting therefrom previous payments and such other lawful amounts as the terms of this Contract describe. Prior estimates and payments, including those relating to extra work or work omitted, shall be subject to correction by the final payment.

Acceptance by the Contractor of final payments shall be and shall operate as a release of the Owner of all claims and all liability to the Contractor other than claims in stated amounts that may be specifically accepted by the Contractor for things done or furnished in connection with this work and

for every act and neglect of the Owner and others relating to or arising out of this work. Payment by the Owner shall not release the Contractor or its surety from any obligation under the Contract or under the Performance Bond and Payment Bonds.

7.02 CHANGE ORDERS

A. GENERAL:

The Owner may at any time, without notice to the sureties, either increase or decrease the amount of work to be done under the Contract. If the amount of work is increased, the change shall be known as an "Extra Work Order". If the amount of work is decreased, the change shall be known as an "Omitted Work Order". The final cost of each Change Order which includes an extension of time shall include the costs associated with such extension.

B. EXTRA WORK:

Extra Work means the providing of materials and equipment and the performing of work not directly or by implication called for by the Contract. Changes in quantity under a unit price contract or item shall not be considered extra work. If the Owner requires extra work it may (1) do it itself, (2) employ others to do it, or (3) direct the Contractor to perform the extra work on a time and expense basis.

C. OMITTED WORK:

The Owner may, by written order to the Contractor, omit work, equipment, and material to be provided under the Contract, and the value of the omitted work, equipment and material will be deducted from the contract price. The deducted value will be a lump sum or unit price agreed upon in writing by the Contractor and Owner, based on breakdown and cost information submitted by the Contractor. The price of omitted work shall include the overhead cost, which will not be incurred as a result of the omission, and all profit attributable to the omitted work.

D. LUMP-SUM CHANGE ORDERS:

Whenever practicable, changes in contract price will be determined by a mutually agreed upon lump sum price and negotiated between the Construction Manager and the Contractor. The Contractor's proposal or such changes shall include a detailed breakdown of labor and materials to be performed by its forces or the forces of its subcontractors or material suppliers.

E. TIME AND EXPENSE CHANGE ORDERS:

1. GENERAL: Whenever the Contractor is directed to perform extra work on a time and expense basis, it will maintain accurate records relating to such extra work. Each day a record of labor, materials, and equipment costs will be submitted to the Construction Manager for verification. These records will reflect the actual and necessary expenses pertaining to the extra work and shall be available for audit by the Owner.

Payment to the Contractor for extra work performed on a time and expense basis shall consist of the actual necessary expense for doing the extra work.

In determining time and expense compensation, the term "actual necessary expense" shall mean the sum of (1) materials and equipment, (2) labor, (3) supervision, (4) construction equipment, (5) professional services, and (6) other costs. Charges for such items shall mean the actual cost whether incurred by the Contractor, a subcontractor, or others. The items making up "actual necessary expense" are defined as follows:

2. MATERIALS AND EQUIPMENT: Cost for materials and equipment provided by the Contractor and necessarily used in the work shall include applicable taxes.

3. LABOR: The cost of labor shall be the sum of actual wages, labor surcharge, and subsistence and travel allowances. Actual wages paid shall include employer payment to or on behalf of the worker for health and welfare, pension, vacation, and similar purposes. The labor surcharge includes applicable labor-related taxes, Worker's Compensation Insurance premiums, public liability and property damage insurance premiums, and other legally required costs directly related to labor. Where subsistence and travel allowances are required for performance of extra work, the charges shall consist of the actual amount paid to each worker for these items.

4. SUPERVISION: If, in the Owner's judgment, full time supervision of the extra work is required, it will be authorized in writing by the Construction Manager and charges for such supervision will be included as an actual necessary expense.

Charges for supervision of the extra work by the Contractor's representative are not regarded as part of actual necessary expense.

5. CONSTRUCTION EQUIPMENT: Charges for the use of construction equipment required in the performance of extra work shall be based on rental rates set forth in the State of California current official published document covering rental of equipment used on force account work. For equipment not listed in said document, the rental rate shall be as listed by the local section of the Associated General Contractors. If the equipment is not listed by the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and Owner prior to the use of said unlisted equipment. The reasonable cost of moving equipment onto and off the job site shall be included, but equipment rental shall not be paid when equipment is inoperative due to breakdowns. Individual pieces of equipment or small tools having a replacement value of \$100.00 or less shall be considered expendable and no payment, therefore, shall be made.

When equipment is used on the extra work for less than five days, hourly rates shall be used. Less than 30 minutes of operation shall be considered one half hour of operation. When equipment is used on the extra work for more than five days, daily rates shall apply. In this case, less than four hours of operation shall be considered to be one half day of operation.

6. PROFESSIONAL SERVICES: Professional services shall be included in "actual necessary expense" provided both the Owner has determined that such services are necessary and the Construction Manager has authorized in writing the provision of such services.

7. OTHER COSTS: Charges for items not included in paragraphs 7.02 E.1 through 5 may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Construction Manager.

7.03 CHARGES TO CONTRACTOR

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor to the Owner on demand. Such charges may be deducted by the Owner from money due or to become due to the Contractor under the Contract. The Owner may recover such charges from the Contractor or from its surety.

7.04 COMPENSATION TO OWNER FOR TIME EXTENSION

The Owner, in exchange for granting an extension of time for avoidable delay, shall be compensated by the Contractor for the actual cost to the Owner of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension. The actual cost does not include charges for final inspection and preparation of the final estimate by the Owner.

7.05 ACCEPTANCE OF WORK

Upon completion of the work, or a portion thereof, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager will promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship, which do not meet the terms of the Contract, he shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the Owner that the work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the Owner. Upon acceptance of the work, the Owner shall immediately file a Notice of Completion or, in the case of substantially completed portions of work a Partial Completion Certificate. The conditions of guarantee shall commence on the date that the Owner files a Notice of Completion or a Partial Completion Certificate.

****END OF SECTION****

PART B – TECHNICAL SPECIFICATIONS

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Prepared by:

Michael Kielborn, PE
Cannon



SECTION 01000

DESCRIPTION OF WORK

The Contractor shall furnish, in accordance with the Contract Documents, all materials, labor and equipment, necessary for the construction of the SANTA YNEZ COMMUNITY SERVICES DISTRICT HORIZON SEWER PROJECT, together with all appurtenant work and facilities, as shown on the drawings and as specified herein. The project generally consists of construction of a complete and operational sanitary sewer system including: installation of an 8-inch diameter PVC gravity sewer pipe; installation of 48-inch diameter manholes; installation of a new sewer pipe saddles and wyes; removal and replacement of asphalt pavement, landscaping, and hardscapes; and all necessary and incidental work in connection with the installation of the specified facilities.

The work includes but is not limited to: mobilizing; preparing and implementing traffic control; installing piping and manholes; maintaining sanitary sewer service and bypassing raw sewage around the work area as needed; shoring and bracing (if necessary); dewatering; safety including working in confined spaces; installing, cleaning, and videoing pipe; obtaining and complying with permits; and ancillary work as specified herein and as shown on the drawings. All equipment and materials furnished shall be new. Owner reserves the right not to award all bid items.

The Contractor has complete and total responsibility to assure compliance with all safety rules and regulations. The Santa Ynez Community Services District and the Engineer have no job-site safety responsibility.

****END OF SECTION****

SECTION 01100

DEFINITIONS

OWNER: The Owner as referred to in these documents, is the Santa Ynez Community Services District, 1070 Faraday Street, Santa Ynez California 93460, represented by its Board of Directors.

ENGINEER: Mike Kielborn, P.E., of Cannon Corporation, 1050 Southwood Drive, San Luis Obispo, CA 93401.

CONSTRUCTION MANAGER: The individual or firm designated by the Owner to provide the services set forth in these documents and in any other agreement between the Owner and the Construction Manager.

CONTRACT: The written agreement between the Owner and the Contractor covering the work.

CONTRACTOR: The legal entity having a contract with the Owner to perform work.

UNIFORM BUILDING CODE (UBC): The California Uniform Building Code (most current edition) shall be used as the standard specifications in these areas not covered by the Standard Specifications for Public Works Construction (Greenbook), if appropriate.

WORK: That which is proposed to be constructed or done under the Contract, including the furnishing of all labor, materials, and equipment.

OR EQUAL: The term “or equal” shall be understood to indicate that the “equal” product be the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Construction Manager.

****END OF SECTION****

SECTION 01200

PROJECT LOCATION AND SITE ACCESS

1.0 PROJECT LOCATION

The facilities to be installed are located in Horizon Drive and an easement adjacent to Highway 246, between Horizon Drive and Hwy 246, in the town of Santa Ynez, Santa Barbara County, California.

2.0 ACCESS TO SITE

The limits of work consist of public roads, streets, District easements, areas adjacent to existing manholes, and right-of-way adjacent to the existing sewer system as shown on the Drawings. The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of these limits.

3.0 STORAGE OF EQUIPMENT AND MATERIALS

The Contractor shall be responsible for the safety and security of their equipment and materials, and shall find a suitable location for storage of said items. It will be the Contractor's responsibility to secure and negotiate use or rental of such locations. Storage of materials and equipment in the right of way shall be permissible, as long as it does not interfere with local regulations (County of Santa Barbara) and access to neighboring properties. All materials, stockpiles, and equipment stored in the right of way shall be out of the way and not impede regular traffic flow. Vehicles shall not be parked in the work area unless they are being utilized specifically for the construction of the sewer.

Contractor may contact Owner to inquire about possible storage areas or nearby properties, but Owner shall not be held responsible for securing or negotiating use of suggested areas.

****END OF SECTION****

SECTION 01300

PERMITS

1.0 GENERAL

The Contractor shall comply with conditions of all permits issued by utility companies and regulatory agencies in connection with all work under the Contract. The Contractor shall obtain any permits required as specified in Section 00710 and as specified below.

2.0 PERMITS

The Contractor shall be responsible for securing any permits (including fees) and/or governmental or regulatory approvals and for providing all notifications required for the project (e.g., State, Caltrans, County encroachment and building permits, OSHA approvals, Underground Service Alert notifications, etc.). Contractor shall be responsible for conducting all tests and furnishing all materials, equipment, and labor necessary for compliance with all permits.

All work within the County of Santa Barbara Right of Way, requires an encroachment permit from the County. Owner has a blanket encroachment permit for the maintenance of its facilities in the Right-of-Way, but new construction requires a new permit.

****END OF SECTION****

SECTION 01400

SAFETY AND HEALTH

1.0 GENERAL

The Contractor shall certify that it is experienced and qualified to anticipate and meet Safety and Health requirements of this project.

Workers involved in connection of existing sewers and appurtenances may be exposed to disease-producing organisms in wastewater. The Contractor shall require its personnel to observe proper hygienic precautions.

2.0 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with Safety and Health Regulation for construction promulgated by the Secretary of Labor under Section 6707 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue NW, Washington, D.C. 20013

The Contractor shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended, and all provisions of encroachment permits issued by Santa Barbara County.

****END OF SECTION****

SECTION 01500

STANDARD REFERENCES

Wherever used in the Contract Documents, the following abbreviations will have the meaning listed:

AASHTO	American Association of State Highway Transportation Officials (Formerly AASHO)
ACI	The American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
DFPA	Douglas Fir Plywood Association
ETL	Electrical Testing Laboratory
FS	Federal Specification
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Buildings Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Greenbook)

UBC	Uniform Building Code
USPHS	United States Public Health Services
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

****END OF SECTION****

SECTION 01600

SUBMITTAL PROCEDURE

1.0 GENERAL

Where required by the Contract Documents, the Contractor shall submit descriptive information which will enable the Construction Manager to advise the Owner whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the Contract Documents. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the Contract Documents.

2.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall make submittal in a timely manner so as not to impede the progress of work.

Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the Contract Documents. If the information shows deviations from the Contract Documents, the Contractor shall, by statement in writing accompanying the information, identify the deviations and state the reason therefor. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

The Contractor may authorize, in writing, a material or equipment supplier to deal directly with the Construction Manager or with the Owner with regard to a submittal. The Contractor, however, shall be responsible for the accuracy and completeness of information contained in all submittals.

3.0 TRANSMITTAL PROCEDURE

A. GENERAL:

Submittals regarding material and equipment shall be accompanied by the Submittal Form found at the end of this Section. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

B. DEVIATION FROM CONTRACT:

If the Contractor proposes to provide material or equipment which does not conform to the Contract Documents, it shall indicate so under "deviations" on the Submittal Form

accompanying the submittal copies. The Contractor shall, in a separate written document, prepare its reason for a change, including cost differential, and shall request a Change Order to cover the deviations.

C. SUBMITTAL COMPLETENESS:

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

4.0 REVIEW PROCEDURE

When the Contract Documents require a submittal, the Contractor shall submit one original pdf of all the required information with cover sheet, numbered in sequential order.

Unless otherwise specified, within ten (10) calendar days after receipt of the submittal, the construction Manager shall review the submittal and return a marked-up copy. The reproducible original will be retained by the Construction Manager. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the Contract Documents, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, submittal copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
3. If the review reveals that the submittal is insufficient or contains incorrect data, submittal copies will be marked, "REVISE AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, re-submitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
4. If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the Contract Documents, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittal with deviations that have not been identified clearly may be rejected. Except at its own risk, the Contractor shall not undertake work covered by such submittal until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

5.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTAL

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Construction Manager or the Owner, or by any officer, director, agent, or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Owner has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

SUBMITTAL FORM

SANTA YNEZ COMMUNITY SERVICE DISTRICT
HORIZON SEWER PROJECT

Project # _____
Contract # _____
Submittal Title: _____
Reference Section/Paragraph: _____

Original Submittal: _____
Resubmittal: _____
Submittal # _____
Date: _____

To:

From:

Attn: _____

<u>Item No.</u>	<u>Description of Item Submitted</u>	<u>Copies</u>	<u>Variations</u>
-----------------	--------------------------------------	---------------	-------------------

I certify that I have reviewed the information contained in this submittal and believe it conforms with the Contract Documents. Any variations will be noted.

AUTHORIZED SIGNATURE

THE SPACE BELOW IS FOR CONSTRUCTION MANAGER APPROVING AUTHORITY ONLY

THIS SUBMITTAL IS RETURNED WITH ACTION DESIGNATED WITH THE FOLLOWING:

- | | |
|--|---|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> REJECTED - SEE REMARKS |
| <input type="checkbox"/> NO EXCEPTIONS TAKEN | <input type="checkbox"/> REMARKS ATTACHED,
RESUBMITTAL NOT REQUIRED |
| <input type="checkbox"/> REVISE & RESUBMIT | <input type="checkbox"/> MAKE CORRECTIONS NOTED,
RESUBMIT FOR RECORDS ONLY |

AUTHORIZED SIGNATURE

TITLE

DATE

****END OF SECTION****

SECTION 01700

ENVIRONMENTAL CONTROLS

1.0 SITE MAINTENANCE

The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final Acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

2.0 AIR POLLUTION CONTROL

The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water, in amounts, which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods.

3.0 NOISE CONTROL

During the night and following morning of any work day during the week between the hours of 6:00 p.m. of such day and 7:00 a.m. the following morning, noise from Contractor's operations shall not exceed limits established by applicable laws or regulations or Santa Barbara County noise ordinance and in no event shall exceed 60 db at a distance of 50-feet from the noise source. Additionally, no work shall commence in the easement area between Hwy 246 and Horizon Drive before 8:00 a.m. any day.

4.0 PROTECTION AND PRESERVATION OF EXISTING SITE FEATURES

Unless specifically noted to be removed in the Contract Documents , the Contractor shall protect all existing trees, shrubs and other plant material, curbs, asphalt, asphalt sub-base, and all other related services, structures, finishes and surfaces installed or existing on the project site against damage, and shall repair, replace or reinstate same to original condition if damaged by the Contractor, its workers, suppliers, subcontractors or equipment during the entire duration of this Contract.

5.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all Federal, State, and Local laws regarding the protection of the environment, including the project Conditions of Approval, as shown in the Contract Documents and as related to this construction project.

****END OF SECTION****

SECTION 01750

INVESTIGATIONS AND REPORTS

1.0 GENERAL

The following investigations and reports, which have been prepared for/by the Santa Ynez Community Services District, are available for review at Owner's office:

- A. Record Drawings of Existing Facilities.
- B. Geotechnical Engineering Report, Santa Ynez Community Services District Sewer Expansion North of Highway 246 and Refugio Road, Santa Ynez Area of Santa Barbara County, CA, prepared by Earth Systems Pacific, dated June 27, 2016.

The data contained in the above referenced information in no way relieves the Contractor from examining and making such independent surveys and investigations of the work site, including investigation of subsurface or latent physical conditions at the work site, as the Contractor may deem necessary or prudent for the performance of the work at the Contract Price and within the Contract Time within the terms of the Contract Documents.

****END OF SECTION****

SECTION 01800

TRENCHES

1.0 TRENCHING

To the extent that any work includes trenching, trenching may be done by machine or hand labor. Trench widths shall be held between the maximum and minimum required by Santa Barbara County Public Works, for minimum cover of pipe.

Suitable shoring shall be utilized to protect the excavation when necessary in accordance with the State of California, Division of Industrial Safety (Cal-OSHA), Trench Construction Safety Orders. Shoring shall not be permitted to extend below the level of the bottom of the pipe.

Pursuant to Labor Code Section 6705, for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the Owner, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

All shoring shall be removed from the trench prior to backfilling.

2.0 TRENCHING CONDITIONS

Pursuant to Public Contract Code Section 7104, if the work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the following provisions shall apply:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 1. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 2. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 3. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

- B. In the event that a dispute arises between the Owner and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- C. Should groundwater be encountered and the pipe bedding is not sufficient to maintain line and grade, a gravel bedding of a minimum of 6-inches of ½-inch minimum gravel, conforming to Section 217-1.2 of the Greenbook shall be installed to form a stable bedding for the gravity sewer main.

3.0 MEASUREMENT AND PAYMENT

A. Measurement

- 1. Full compensation for Gravel Bedding, including all labor, materials, delivery, tools, equipment, and incidentals and for conforming to all applicable provisions of the Contract Documents, including these Technical Specifications, and the other requirements of the Owner shall be measured on a per cubic yard basis for materials utilized on the project.

B. Payment

- 1. Full compensation for installing a Gravel Bedding including all labor, equipment, materials, tools and incidentals, and for conforming to all applicable provisions of the Contract Documents, complete and in place, shall be paid for per cubic yard of gravel installed, as needed, and no additional compensation shall be allowed therefor.

****END OF SECTION****

SECTION 01850

MOBILIZATION

1.0 REQUIREMENTS

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

2.0 MEASUREMENT AND PAYMENT

Full compensation for Mobilization, including all labor, materials, tools, equipment and incidentals and for conforming to all applicable provisions of the Contract Documents, including these Technical Specifications, and the other requirements of Owner shall be paid at 50% at the beginning of the project, and the remaining 50% upon completion of the project when all equipment and materials are removed from the project location, and all cleanup is complete, and no additional compensation will be allowed therefor.

****END OF SECTION****

SECTION 01900

TRAFFIC CONTROL

1.0 REQUIREMENTS

Traffic control shall consist of the control and direction of pedestrian and vehicular traffic through or around the job site while maintaining a safe environment for workers and citizens. Traffic control shall include all material, labor, and equipment to provide safe and effective work areas and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic. All work and material provided under this section shall be performed or furnished in accordance with Caltrans' Standard Specifications and Plans (Caltrans Standards) and these Technical Specifications.

2.0 MEASUREMENT AND PAYMENT

Full compensation for Traffic Control, including all labor, materials, tools, equipment and incidentals and for conforming to all applicable provisions of the Contract Documents shall be considered as included in the work and no additional compensation will be allowed therefor.

****END OF SECTION****

SECTION 02250

DEWATERING

4.0 GENERAL

A. DESCRIPTION:

1. This section specifies performance of dewatering required to lower and control ground water table levels and hydrostatic pressures to permit excavation, backfill, and construction to be performed in the dry. Control of surface water shall be considered as part of the work under this section.

B. SUMMARY:

1. The work to be completed by the Contractor includes, but is not necessarily limited to the following:
 - a. Implementation of the Erosion and Sedimentation Control Plan.
 - b. Dewater excavations, including seepage and precipitation.
2. The Contractor shall be responsible for providing all materials, equipment, labor, and services necessary for care of water and erosion control. Excavation work shall not begin before the Erosion and Sedimentation Control Plan is in place.

C. REQUIREMENTS:

1. Dewatering system shall be of sufficient size and capacity necessary to lower and maintain ground water table to an elevation at least 1 foot) below bottom of pipe trench and to allow material to be excavated, and crushed rock bedding to be placed in a reasonably dry condition. Materials to be removed shall be sufficiently dry to permit excavation to grades shown and to stabilize excavation slopes where sheeting is not required. Operate dewatering system continuously until backfill work has been completed.
2. Reduce hydrostatic head below any excavation to the extent that water level in the construction area is a minimum 1 foot below prevailing excavation surface.
3. Prevent loss of fines, seepage, boils, quick conditions or softening of foundation strata.
4. Maintain stability of sides and bottom of excavation.
5. Construction operations are performed in the dry.
6. Control of surface and subsurface water is part of dewatering requirements. Maintain adequate control so that:
 - a. The stability of excavated and constructed slopes are not adversely affected by saturated soil, including water entering prepared subbase and subgrades where

underlying materials are not free draining or are subject to swelling or freeze-thaw action.

- b. Erosion is controlled.
 - c. Flooding of excavations or damage to structures does not occur.
 - d. Surface water drains away from excavations.
 - e. Excavations are protected from becoming wet from surface water, or ensure excavations are dry before additional work is undertaken.
7. Permitting Requirements: The Contractor shall comply with and obtain the required State and County permits where the work is performed.

5.0 RELATED WORK:

- A. Safety Requirements: Section 01400, SAFETY AND HEALTH.
- B. Submittal requirements as specified in Section 01600, SUBMITTAL PROCEDURES.
- C. Protection of environment, Section 01700, ENVIRONMENTAL CONTROLS.
- D. Excavation, backfilling, and trenching, Section 01800, TRENCHING.

6.0 SUBMITTALS:

- A. Submit in accordance with Section 01600, SUBMITTAL PROCEDURES.
- B. Drawings and Design Data:
 1. Submit drawings and data showing the method to be employed in dewatering excavated areas 30 days before commencement of excavation.
 2. Material shall include: location, depth and size of wellpoints, headers, sumps, ditches, size and location of discharge lines, capacities of pumps and standby units, and detailed description of dewatering methods to be employed to convey the water from site to adequate disposal.
 3. Include a written report outlining control procedures to be adopted if dewatering problem arises.
 4. Capacities of pumps and standby equipment.
 5. Design calculations proving adequacy of system and selected equipment. The dewatering system shall be designed using accepted and professional methods of design and engineering consistent with the best modern practice. The dewatering system shall include the deep wells, wellpoints, and other equipment, appurtenances, and related earthwork necessary to perform the function.
 6. Detailed description of dewatering procedure and maintenance method.
 7. Materials submitted shall be in a format acceptable for inclusion in required permit applications to any and all regulatory agencies for which permits for discharge water from the dewatering system are required due to the discharge reaching regulated bodies of water.
- C. Inspection Reports.
- D. All required permits.

7.0 - PRODUCTS

A. Settling Tanks

1. An 18,000 gallon steel weir tank shall be provided to settle out the fines in the groundwater before being discharged from the tank downstream. Contractor shall maintain the cleanliness of the tank, and monitor water quality being discharged for excessive sediment.

B. Piping

1. Pump line – A 2-inch diameter discharge hose shall extend from the sump pump and discharge into the settling tank. The hose shall not be affected by traffic or construction activities. Hose length shall be sufficient to reach from dewatered trench location to the settling tank.
2. Drain line - A 4-inch or 6-inch HDPE, aluminum, or like pipe (appropriately sized to drain the tank by gravity) shall be placed at the far side of the shoulder or base of the roadway bank and outside of the construction zone. The drain line shall run from the weir tank on Horizon Drive through the Owner's easement southerly to Hwy 246 and discharge into existing manhole J1. The pipe shall be protected across all driveways. All piping must be staked in place so not to allow movement. All below ground piping shall be bedded in sand. The road and driveway surfaces shall be temporarily repaired as necessary. Piping shall be of sufficient length to extend from the weir tank to the Owner's manhole (approximately 1,500 ft).
3. All above ground piping shall be delineated from traffic and well marked. Visibility at night will require flashing delineators or barricades.

C. Sump Pump

1. A submersible sump pump with an approximate flow of 200gpm and lift of at least 30 ft should be provided for dewatering purposes (actual pump parameters to be verified prior to installation). All hoses, fittings, valves, power, etc. shall be provided with the pump. Generator shall be of sufficient size to power the pump and accessories, and be capable of running 24 hours a day as necessary.

8.0 - EXECUTION

A. INSTALLATION:

1. Install a dewatering system to lower and control ground surface water in order to permit excavation, construction of structure, and placement of backfill materials to be performed under dry conditions. Make the dewatering system adequate to pre-drain the water-bearing strata above and below the bottom of structure foundations, utilities and other excavations.
2. In addition, reduce hydrostatic pressure head in water-bearing strata below structure foundations, utility lines, and other excavations, to extent that water levels in

construction area are a minimum of 1 foot below prevailing excavation surface at all times.

B. OPERATION:

1. Prior to any excavation below the ground water table, place system into operation to lower water table as required and operate it continuously 24 hours a day, 7 days a week until utilities and structures have been satisfactorily constructed, which includes the placement of backfill materials and dewatering is no longer required.
2. Place an adequate weight of backfill material to prevent buoyancy prior to discontinuing operation of the system.

C. WATER DISPOSAL:

1. Dispose of water removed from the excavations in such a manner as:
 - a. Will not endanger portions of work under construction or completed.
 - b. Will cause no inconvenience to Government or to others working near site.
 - c. Will comply with the stipulations of required permits for disposal of water.
 - d. Will Control Runoff: The Contractor shall be responsible for control of runoff in all work areas including but not limited to: excavations, access roads, parking areas, laydown, and staging areas. The Contractor shall provide, operate, and maintain all ditches, basins, sumps, culverts, site grading, and pumping facilities to divert, collect, and remove all water from the work areas. All water shall be removed from the immediate work areas and shall be disposed of in accordance with applicable permits.
2. Excavation Dewatering:
 - a. The Contractor shall be responsible for providing all facilities required to divert, collect, control, and remove water from all construction work areas and excavations.
 - b. Drainage features shall have sufficient capacity to avoid flooding of work areas.
 - c. Drainage features shall be so arranged and altered as required to avoid degradation of the final excavated surface(s).
 - d. The Contractor shall utilize all necessary erosion and sediment control measures as described herein to avoid construction related degradation of the natural water quality.
3. Dewatering equipment shall be provided to remove and dispose of all surface and ground water entering excavations, trenches, or other parts of the work during construction. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built, or the pipe to be installed therein, is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.

D. STANDBY EQUIPMENT:

1. Provide standby equipment, installed and available for immediate operation, as may be required to adequately maintain de-watering on a continuous basis and in the event that all or any part of the system may become inadequate or fail.

E. CORRECTIVE ACTION:

1. If dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system (loosening of the foundation strata, or instability of slopes, or damage to foundations or structures), perform work necessary for reinstatement of foundation soil and damaged structure or damages to work in place resulting from such inadequacy or failure by Contractor, at no additional cost to the Owner.

F. DAMAGES:

1. Immediately repair damages to adjacent facilities caused by dewatering operations.

G. REMOVAL:

1. Ensure compliance with all conditions of regulating permits and provide such information to the Construction Manager. Obtain written approval from Construction Manager before discontinuing operation of dewatering system.

9.0 MEASUREMENT AND PAYMENT

A. Measurement

1. Full compensation for Mobilization of Dewatering Equipment, including all labor, materials, tools, equipment, site preparation, safety precautions, incidentals and for conforming to all applicable provisions of the Contract Documents, including these Technical Specifications, and the other requirements of the Owner shall be measured on a lump sum basis for the one-time installation and removal of the dewatering system.
2. Full compensation for Dewatering, including all labor, materials, tools, equipment, pipe, fittings, pumps, tanks, generator, pipe ramps, valves, standby units and incidentals and for conforming to all applicable provisions of the Contract Documents, including these Technical Specifications, and the other requirements of the Owner shall be measured on a weekly basis for the duration of the project.

B. Payment

1. Full compensation for Dewatering Mobilization, including all labor, equipment, materials, tools and incidentals, and for conforming to all applicable provisions of the Contract Documents, to install and remove the equipment complete and in place, shall be paid for at a lump sum rate, paid at 50% upon completion of installation, and 50% upon removal of all equipment, and no additional compensation shall be allowed

- therefor.
2. Full compensation for utilizing and implementing Dewatering equipment, including all labor, equipment, materials, tools and incidentals, and for conforming to all applicable provisions of the Contract Documents, complete and in place, shall be paid for at a weekly rate, as needed for dewatering, and no additional compensation shall be allowed therefor.

****END OF SECTION****

APPENDIX A
Horizon Sewer Plans