

CONTRACT SPECIFICATIONS

For



CITY OF PLACERVILLE

MEASURE H&L PROJECT HOCKING STREET SEWER MAIN REPLACEMENT PROJECT

City Project Number: 42245

**City of Placerville
3101 Center Street
Placerville, CA 95667**

For use in connection with California Department of Transportation, Standard Specifications Dated 2022 and Standard Plans Dated 2022, City of Placerville Standard Plans, State of California Labor Surcharge and Equipment Rental Rates, and Director of Industrial Relations General Prevailing Wage Rates.

APRIL 2023

CITY OF PLACERVILLE

MEASURE H&L PROJECT

HOCKING STREET SEWER MAIN REPLACEMENT

PROJECT

City Project Number: 42245

FINAL CONTRACT SPECIFICATIONS



April 2023

Prepared for:
City of Placerville
3101 Center Street
Placerville, CA 95667

Submitted by:
Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
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**CITY OF
PLACERVILLE
HOCKING STREET SEWER REPLACEMENT PROJECT**

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PLACERVILLE
HOCKING STREET SEWER REPLACEMENT PROJECT**

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CITY OF PLACERVILLE, CALIFORNIA
ENGINEERING DEPARTMENT

**SECTION 00020
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the City of Placerville, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

**HOCKING STREET SEWER REPLACEMENT PROJECT CIP #42245
MEASURE H&L FUNDED PROJECT**

will be received by the City Clerk, or City Clerk's designated representative, at City Hall, 3101 Center Street, Placerville, California, until Thursday, **May 18, 2023, at 2:00 PM**, at which time bids will be publicly opened and read aloud at the same address. The City reserves the right to reject any or all bids and to waive any irregularities in bids.

Bids will be opened at 2:00 pm and results will be tabulated and posted by close of business on the day of bid. Completeness of bid packages will be reviewed following the bid opening. Any incomplete packages received may be rejected.

No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred and twenty (120) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the City of Placerville, Engineering Department. All bids must be clearly marked on the envelope:

**HOCKING STREET SEWER REPLACEMENT PROJECT - CIP NO. 42245
TO BE OPENED AT 2:00 PM, MAY 18, 2023**

LOCATION/DESCRIPTION OF THE WORK: The project is located on Hocking Street in the City of Placerville, El Dorado County. The work to be done is shown on the Plans and described in the Specifications and generally consists of, but is not limited to:

- Construction and completion of approximately 550 LF of backyard 6-inch fusible PVC sewer main by pipe bursting, 250 LF of new 6-inch SDR-26 sewer main by trenching within Hocking Street, ten sewer lateral connections, three new flusher branch cleanouts, two 48-inch sewer manholes, coring into two existing manholes, abandonment of existing 6-inch sewer main, sewer point repairs, paving, Type 2 slurry seal, and drainage improvements. Work includes, but is not limited to: pipe bursting, soil excavation, rock excavation, backfilling and compaction, concrete, pipefitting, pipe abandonment, manhole removal and replacement, connections to existing City facilities, site restoration, patch paving and trench paving, sewer bypass pumping, and all other work required in the Contract drawings. The Contractor shall be Class "A" licensed.
- Other items or details not mentioned above that are required by the Plans, Standard Specifications, or these Special provisions, shall be performed, constructed, or installed.

- Bids are required for the entire Work described herein.
- The contract time for substantial completion shall be 50 working days. Project shall comply with the Milestone dates and Final Completion within 30 calendar days from substantial completion. Time is of the essence for commencement and completion of the work

COST ESTIMATE (FOR BONDING PURPOSES): For bonding purposes, the anticipated project cost is less than \$450,000.

BIDDER INQUIRIES: All bidders' questions and communications relative to the Contract Documents shall be submitted in writing to the City or via email to:

City of Placerville
Engineering Department
Attn: Cory Schiestel, Associate Civil Engineer
3101 Center Street
Placerville, CA 95667
Email: cschiestel@cityofplacerville.org

No verbal responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans and posted directly to www.publicpurchase.com. Inquires or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. Bid inquiries must be received by 2:00 pm on May 12, 2023. After this time, the City will not consider these questions as bid protests.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The Contract Documents and Plans are available on April 26, 2023, may be examined at the City of Placerville Engineering Department, 3101 Center Street, 3rd Floor, Placerville, CA, 95667. The Contract Documents and Plans may be previewed and downloaded from <http://cityofplacerville.org> and clicking on the "Projects out to Bid" button or by visiting <http://www.publicpurchase.com> and searching RFP #42245. Access www.publicpurchase.com or contact support at support@publicpurchase.com for assistance with free vendor registration and access to this digital project information.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Bidders are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the City's website, as listed above, Public Purchase, or at the office of the City Engineer.

Bidders are required to place themselves with correct contact information on the plan holders list located on Public Purchase: <http://www.publicpurchase.com/>.

MANDATORY PRE-BID CONFERENCE: A *mandatory* pre-bid conference will be held in the field. The conference will be held at intersection of Hocking Street and Immigrant Ravine just north of 2811 Hocking Street, Placerville, on Thursday, May 11, 2023, at 10 AM.

SUBMISSION OF BIDS: The City Engineering Department will receive sealed bids at the bid opening date at City Hall, 3101 Center Street, 3rd Floor, Placerville, California, until 2:00 pm. Bid proposals shall be sealed in an envelope, plainly marked:

**HOCKING STREET SEWER REPLACEMENT PROJECT - CIP NO. 42245
TO BE OPENED AT 2:00 PM, MAY 18, 2023**

Bids will only be accepted from registered plan holders. Bids not properly completed may be considered nonresponsive. The City will immediately open and publicly read the bids at the referenced location after the specified closing time.

CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the Provisions of the California Public Contract Code Section 3300, bidders shall be properly licensed to perform the Work and shall possess a CLASS A license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans.

BUSINESS LICENSE: The Contractor must comply with all of the requirements of the City Business License Ordinance, where applicable, before beginning work and through Contract Acceptance.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS: Each Proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with section 4100 of the Public Contract Code. The Bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

NONDISCRIMINATION: This Contract is subject to State and contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and shall be constructed and interpreted in compliance with said provisions. The City of Placerville hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award.

WAGE RATE REQUIREMENTS AND DEPARTMENT OF INDUSTRIAL RELATIONS: Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. This rate and scale is available at the DIR website, <http://www.dir.ca.gov/DLSR/PWD>, or from the City Clerk's office.

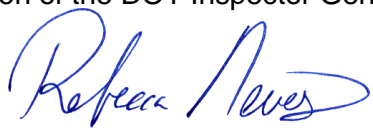
The Contractor to whom the contract is awarded and the subcontractors must pay not less than these rates for this area to all workers employed in the execution of this contract.

BID SECURITY: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn for the order of the City of Placerville or a Bidder's Bond executed by a surety satisfactory to the City of Placerville on the form provided in the Proposal section of these Contract Documents (do not detach form). The Bidder to whom award is made shall provide Certificates of Insurance and shall complete and submit the Performance Bond and Payment Bond in an amount of one hundred percent (100%) of the total Contract price plus change orders, to hold good for a period of one year after the completion and acceptance of the work, to protect the City against the results of defective materials, quality of work, and equipment during that time. The bond forms are contained within the Contract Documents.

AWARD OF CONTRACT, REJECTION, AND PROTESTS OF BIDS: Bids will be considered for award by the Placerville City Council. The City of Placerville reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) or irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interest of the City. As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the City. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be made to the next lowest responsible Bidder. Bid protests must be submitted in writing to the attention of the City Clerk before 4:00 pm of the 3rd calendar day following the bid due date.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

By: 

Rebecca Neves, PE, City Engineer
City of Placerville

Date: 4/25/2023

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1.0 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth in the Contract Documents titled: Hocking Street Sewer Replacement Project, dated April 2023. All of the work is particularly set forth in the permits, plans and specifications, and all of said work, together with all other work incidental thereto, and is included. The work includes the furnishing of all labor, materials, taxes, incidentals and equipment necessary for completion of the project. Codes and standards, definition of words and terms, and abbreviations shall be as specified in Section 01060, References.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and be familiar with those Contract Documents and addenda (if any). The submission of a bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF PROJECT SITE AND PRE-BID ACCESS TO THE SITE

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

Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City in writing at least five (5) days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval and entering into an executed Indemnity and Release Agreement with the City which will include applicable insurance.

Bidders who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Indemnity and Release Agreement or insurance information. If, during the course of its site inspection, a Bidder finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Bidder

may apply to the City, in writing, for additional information and explanation at least seven (7) calendar days before the time specified for opening the bids.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Bidders by the City.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any Bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered by e-mail or U.S. Mail at least seven (7) business days before the time specified for opening the bids to:

City of Placerville
Engineering Department
Attn: A. Cory Schiestel, Associate Civil Engineer
3101 Center Street
Placerville, CA 95667
Email: cschiestel@cityofplacerville.org

All questions submitted via electronic telecommunication (e-mail) shall be submitted in the time set forth herein. For e-mail to be effective, it shall have a date and time receipt acknowledgment from the City and shall be clearly identified with the following title in the Subject line:

"Hocking Sewer Street Replacement Project: Bidder Questions"

It is the Bidder's sole responsibility to ensure that the e-mail question is received by the City in a timely manner. Upon receipt of an e-mail question, the City shall provide acknowledgement of receipt within 1 business day. If the Bidder does not receive an acknowledgement of receipt of an e-mail question from the City within the above referenced timeframe, Bidder shall assume the e-mail transmission was not received by the City, and shall be responsible for resubmitting the same in a timely manner, and if necessary by an alternate allowable method of transmission allowing for confirmation of receipt.

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the City other than a response to the Bidder requesting the clarification.

Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum signed by the City and transmitted to all recipients of complete sets of Contract Documents. No other interpretation or information concerning the Contract Documents issued prior to the date specified for opening of bids will be binding.

5.0 INFORMATION AVAILABLE TO BIDDERS

CCTV inspection video of the existing 4-inch sewer mainline, conducted March 31, 2022, is available upon request for bidder review.

6.0 INFORMATION AVAILABLE TO BIDDERS – SUBSURFACE CONDITIONS

Section Not Used

7.0 POSTPONEMENT OF OPENING

The City 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 to Bidders. Postponement notices may be posted electronically and will subsequently be mailed to planholders of record in the form of addenda.

8.0 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids, provided that, if a mandatory pre-bid conference and/or walk-through is prescribed in Section 00020, Notice to Bidders, Bidders are on the pre-bid conference list. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Notice to Bidders or as postponed by addenda will not be opened. Any such bids will be returned, unopened, to the Bidder.

The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.
- D. Acknowledgement of addenda.

9.0 PREPARATION OF BID FORMS AND BIDDER'S CHECKLIST

Bids shall be made on the separately bound blank bid forms and must be submitted at the time and place stated in the Notice to Bidders. All blanks in the bid forms must be appropriately filled in, in permanent ink or typed, and all prices must be stated in figures.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that its bid is received before the time stipulated in the Notice to Bidders. A Bid will not be accepted after the date and time designated in the Notice to Bidders. Any Bid received after said date and time designated in the Notice to Bidders will be returned to the Bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form in the space provided.

The checklist shown below has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to, the following:

ITEM	CHECKED
1. Acknowledge Instructions to Bidders (Section 00100)	_____
2. Proposal (Section 00310)	_____
3. Acknowledge Addenda (Section 00310)	_____
4. List of Subcontractors (Section 00310)	_____
5. Public Contract Code Questionnaire and Statements (Section 00310)	_____
6. Bidder's proof of DIR Registration	_____
7. Non-collusion Declaration (Section 00310)	_____
8. Power-of-Attorney for Surety's Agent to execute Bidder's Bond	_____
9. Authority to sign Proposal if signature if is by agent other than officer of corporation, partner, or City	_____

10.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual; bidder's name, signature, and post office address must be shown. If the bid is made by a firm or partnership; the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown. If the bid is made by a corporation; the bid shall show the name of the state under the laws of which the corporation is chartered, the

name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by a corporation; a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished, showing the authority of the officer signing the bid, to execute Contract on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of the sponsoring partner of the joint venture. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

All signatures on the bid shall be in longhand. Signature stamps are unacceptable and shall not be used.

11.0 DESCRIPTION OF BID ITEMS

See Section 01200-2.0 for complete description of each Bid Item.

12.0 BID PRICES

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

The award of contract, if it is awarded, will be awarded to the lowest responsive, responsible Bidder whose proposal complies with all the requirements prescribed.

13.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlinear additions, or other corrections unless each such correction is authenticated. Authentication may be made by affixing in the margin, immediately opposite the correction, the signature of the person submitting the bid.

14.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in Section 00310, Proposal, may result in rejection of the bid at the City's sole discretion. The City may treat all such bids as not being responsive to the Invitation to Bid. The City,

at its sole discretion may consider no oral, telephonic or email modification of any bid submitted.

15.0 MODIFICATION OF BID

Upon written request, a bid already received may be modified or withdrawn at any time before the time established for receiving bids. The request must be executed by the Bidder or its authorized representative as described in Section 00100-10.0, Bidder's Signature and Authority. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Section 00100-15.0, Withdrawal of Bids.

16.0 WITHDRAWAL OF BIDS

In accordance with California Public Contract Code 5103, a bidder may withdraw its bid with the consent of the City. A Bidder desiring to withdraw its bid, after the time of opening the bids, shall give written notice to the City within five (5) days after opening of the Bids (excluding Saturdays, Sundays, or City holidays) of the alleged mistake.

A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the contract documents.

The bidder is not relieved of their bid until notified by the City in writing.

Include in their Request for Withdrawal of Bid a statement and supporting documentation that describes the following in detail:

- A. The mistake in their bid and how it was made.
- B. How the mistake made the bid materially different than intended.
- C. How the mistake was made in filling out the bid.
- D. How the mistake was not resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the contract documents.
- E. Signed certification by the City or officer of the company authorized to sign for the Bid.

Submit the written Request for Bid Relief statement and supporting documentation to the City Clerk, Placerville City Hall, 3101 Center Street, Placerville, CA 95667.

Certification shall include the following statement:

- A. By my signature on this form, I certify, under penalty of perjury that the attached statement, including any supporting documents, are true and correct.
- B. As well as date of signature, Signature of Bidder, and signatory's title within the bidding organization.

17.0 BID PROTEST

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the City for this project, the bidder agrees to comply with and to be bound by this procedure.

Any Bid protest must be submitted in writing to the City before 4:00 p.m. on the third (3rd) weekday following Bid opening.

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Contract Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The City will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the City.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

- H. If the City determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

18.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

Addenda will be issued such that they should be received by each recipient of a complete set of Contract Documents no later than three (3) working days prior to the specified bid date. Addenda withdrawing the request for bids or postponing the bid deadline may be issued any time prior to the specified bid deadline.

19.0 BID GUARANTY

The bid form shall be accompanied by a bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A" rating with Best's Rating Guide for payment to the City in the sum of at least ten percent (10%) of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City 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 00310, Proposal, of this Project Documents. The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees the three lowest Bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees will be returned to all but the lowest three responsive bidders upon written request from the Bidder. The bid guarantees from the lowest three bids will be available for return at the time they are considered null and void per terms of the Bid Guaranty Bond.

20.0 QUALIFICATION OF BIDDER

Each bidder shall complete and submit with their bid required qualifications described in Section 02345, Sewer Replacement via Pipe Bursting, and Section 02710, Sewer Rehabilitation Cured in Place Pipe.

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the contract documents.

21.0 LOCAL BUSINESS LICENSE

The Contractor shall have a local business license for the work contemplated before the Contract can be executed. All subcontractors will be required to secure the appropriate local business license before they commence work on the project.

22.0 WORK PERCENTAGES

The Contractor shall perform at least fifty percent (50%) of the Contract Bid Amount. This portion of work shall encompass the performance of work by the Contractor's forces and equipment, the procurement of materials and equipment by the Contractor and field related general conditions required to support and supervise the construction effort. Subcontractors shall not be responsible for the performance of any work or procurement of materials or equipment within the above Contractor's work percentage allotment.

The value of the work subcontracted shall be determined by summing all of the percentages identified for the subcontractors listed in Section 00310, Proposal. If the sum of such percentages exceeds fifty percent (50%), the City may treat the bid as nonresponsive and reject it on that basis.

23.0 SUBCONTRACTORS

In accordance with California Public Contract Code Section 4100, et seq., "Subletting and Subcontracting Fair Practices Act," each general bid shall have listed in Section 00310, Proposal, the name, California contractor license number, location of the place of business and the portion of work to be performed by each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

Alternate subcontractors shall not be listed for the same work.

24.0 SOLE-SOURCED ITEMS AND SUBSTITUTIONS DURING BIDDING

Bidders are advised that, in accordance with Public Contract Code Section 3400, the City has made a finding that particular materials, products, things or services are designated by specific brand or trade names in order to match other materials, products, things or services in use or to obtain necessary items available only from one source. By listing a sole-source vendor, City has only identified a particular product the supply of which will conform to the Contract. City does not warrant in any respect the performance of any designated sole-source vendor. City shall not be responsible for, and Contractor shall not be excused for, any failure of a sole-source vendor to supply a conforming product in a timely fashion. Bidders shall refer to individual specification sections for specific requirements.

Contractors, manufacturers or suppliers of materials and equipment may offer an alternative product and request the alternatives to specified products be considered equal unless the City has sole-sourced a product in accordance with Public Contract Code 3400. Inclusion of such alternatives in the bid is the sole responsibility of the Contractor. Inclusion of the proposed alternative should only be considered if it is the Contractor's sole belief the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01330-12.0, Substitutes or "Or Equal" Items and Product Options. If the material, equipment, process or article offered by the Contractor is not, in the City's sole opinion, substantially equal or better in respect to that specified, then the contractor shall furnish that material, process or article specified or one that in the City's opinion is substantially equal or better in every respect.

25.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one bidder.

Pursuant to Public Contract Code Section 7106, Bidders shall execute and furnish with their bids the Non-Collusion Affidavit in Section 00310, Proposal. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested.

26.0 SHEETING, SHORING AND BRACING

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

Pursuant to California Labor Code Section 6705, the Contractor shall submit 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.

27.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done.

Bidders shall promptly notify the City, in writing, of any and all classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders shall complete the form in Section 00490, Department of Industrial Relations and SB 96 Compliance Affidavit and submit with their Bid.

No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor code section 1771.1(a)].

No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Contractor shall post job site notices prescribed by regulation.

All Contractors and subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

28.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the City, the Bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder, without further acknowledgment by the parties.

29.0 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has prior written approval of City, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

30.0 REJECTION OF BIDS

The City reserves the right to reject any and all bids and further reserves the right to reject any bids which are nonresponsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the City; any bids accompanied by insufficient or irregular bid guaranty; and bids from Bidders who failed to perform properly or complete on time past City projects.

The City also reserves the right to waive irregularities in a bid or bidding procedure.

31.0 EVALUATION OF BIDS AND AWARD OF CONTRACT

After the Proposals have been opened and read, they will be checked for accuracy and compliance with the Contract Documents. If a Contract is awarded, it will be to the lowest responsive, responsible, qualified Bidder whose bid complies with the specified requirements, as it may best serve the interests of the City. All bids will be compared on the basis of the Consultant's estimate of the quantities of work to be done. The selection of any or all alternates or bid schedules shall be at the sole discretion of the City. The City reserves the right to reject an unbalanced bid which is a bid having nominal prices for some bid items and enhanced prices for other bid items.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Bidding Documents.

Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:

- A. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
- B. A record of integrity;
- C. A record of Successful Project Completions defined as:
 - 1. Completion of project on time and without liquidated damages.
 - 2. Completion of project without excessive defective work issues.
 - 3. Completion of project without excess claims or disputes issues;
- D. Qualified legally to contract with the City, and;
- E. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

In the evaluation of any bid, the City shall have the right to consider information provided by sources other than Bidder.

Within one hundred and twenty (120) days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the Bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by mail to the Bidder whose bid is accepted. No other act of City will 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 in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

Only one Contract will be awarded.

32.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within fifteen (15) calendar days after receiving written Notice of Award of the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

The failure or refusal to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within fifteen (15) calendar days after receiving written notice of the Award of the Contract constitutes default. In case of default, the City

may, at its sole discretion, award the Contract to the next lowest Bidder or may re-advertise the project for new bids. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within the time stated, it is agreed and stipulated between City and the Bidder to whom any award is made that damage has been and will be sustained by the City. It is further agreed by the City and any and all Bidders that it will be impractical and extremely difficult to fully ascertain and determine the actual damage that the City will sustain by such delay. Therefore, the City and all parties who submit a Bid under the Notice Inviting Bids shall be deemed to have jointly studied and attempted to estimate the damages suffered by the City by such delay under these circumstances and agree that the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the City as the sole property of the City for full compensation for the damages suffered by the City as a result of the Bidder's failure to execute the Contract and furnish the Bonds and Insurance as required.

33.0 CONTRACT AND BONDS

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond equal to one hundred (100%) of the Contract Price, the Workers' Compensation Insurance Certificate in Section 00510 and evidences of required insurance. Said insurance and bonds shall be secured from a surety company satisfactory to City with a minimum "A" rating with Best's Rating Guide.

The form of Agreement, as provided in Section 00510, Agreement, which the successful Bidder as Contractor will be required to execute, and the forms of bonds, which it will be required to furnish, shall be carefully examined by the Bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure payment for those to whom the Bidder may become legally indebted for labor, materials, tools, equipment, or services of every kind used or

34.0 LIST OF RECIPIENTS OF FULL SETS OF CONTRACT DOCUMENTS

Bidders may obtain a current listing of all recipients of complete sets of Contract Documents. This list will also include all plan rooms that were sent Contract Documents. To obtain a list, call the City of Placerville Engineering Department at 530-642-5250 or email your request to cschiestel@cityofplacerville.org.

I, the undersigned, certify and declare that I have read and understood the INSTRUCTIONS TO BIDDERS.

Signature _____

Date _____

*****END OF SECTION*****

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**SECTION 00310
PROPOSAL**

**To: CITY OF PLACERVILLE
COUNTY OF EL DORADO
STATE OF CALIFORNIA**

For the construction of

HOCKING STREET SEWER IMPROVEMENT PROJECT No. 42245

Bid Opening: May 18, 2023, at 2:00 p.m.

NAME OF BIDDER _____

BUSINESS MAILING ADDRESS _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO. (____) _____

FAX NO. (____) _____

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans and Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

HOCKING STREET SEWER REPLACEMENT PROJECT No. 42245

Bids are to be submitted for the entire work, including additive alternates, if any. The amount of the bid for comparison purposes will be the total of all the base and optional bid items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimate quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- A. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimate quantity for the item and the price thus obtained shall be the unit price.
- B. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of Cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the bonds in the sums required, with surety satisfaction to the City of Placerville within eight days, not including Sundays and legal holidays, after the bidder has received notice from the City of Placerville that the Contract has been awarded, the City of Placerville may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Placerville.

Bidder's Representations

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents and the Addenda.
- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D. Bidder has carefully studied the CCTV inspection video of the existing mainline sewer and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for bidder's purposes.

Bidder acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing underground facilities at or contiguous to the site.

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

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

- F. Bidder is aware of the general nature of Work to be performed by City and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- H. Bidder has given the City written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by the City is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by the City as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Placerville, in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**CONTRACTOR'S BID AND BID PRICE SCHEDULE
HOCKING STREET SEWER REPLACEMENT PROJECT No. 42245**

ITEM NO.	BID ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
1	Mobilization/Demobilization	LS	1		
2	Construction Area Signs	EA	2		
3	Pothole Existing Facilities	LS	1		
4	Site Safety/Traffic Control Plan	LS	1		
5	Water Pollution Control Program	LS	1		
6	Sewer Replacement via Pipe Bursting	LF	550		
7	Sewer Line Reconstruction and Concrete Removal (2840 Hocking Street)	LS	1		
8	Reconnection of Existing Sewer Laterals	EA	10		
9	Rerouting of Existing Sewer Laterals	EA	2		
10	Remove and Replace 4-inch Sewer Mainline with 6-inch SDR 26 Sanitary Sewer	EA	15		
11	Replace Cleanout with 48-inch Manhole	LS	1		
12	Modify Existing Cleanout at STA 0+18	LS	1		
13	Construct 48-inch Cast-in-Place Sewer Manhole	LS	1		
14	6-inch PVC Sanitary Sewer (SDR 26)	LF	250		
15	Flusher Connection	EA	3		
16	Sewer Spot Repair	LS	1		
17	Sewer Rehabilitation via Cured in Place Pipe	LF	250		
18	Connection to Existing Manholes	EA	2		
19	Pavement Restoration – Grinding and 2-inch HMA Overlay	SF	9,920		
20	Pavement Restoration – Slurry Seal (Type 2)	SF	6,040		
21	Drainage Improvements	LS	1		
TOTAL CONTRACT AMOUNT (FIGURE)				\$	

TOTAL BASE BID AMOUNT (AMOUNT IN WRITING) _____
 _____ Dollars and _____ Cents.

 Name of Firm

 Signature

 Date

 Name and Title of Signer

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in this Proposal as required by applicable laws and regulations, or the determinations by City of Placerville based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.)

BIDDER'S CERTIFICATION AND PROOF OF DIR REGISTRATION

The Bidder agrees that its Proof of DIR Registration pursuant to Labor Code Section 1725.5 is attached hereto and made a condition of this bid.

- No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771]. NOTE: *This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, nor to projects of \$15,000 or less when the project is for maintenance work.* Pursuant to Public Contract Code section 4104, bidders must provide the DIR registration numbers for all subcontractors listed in a bid for a project.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 96, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to: <http://www.dir.ca.gov/>

I, the Bidder, certify that:

"I am aware of the provisions of Senate Bill SB 96 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, Public Contract Code section 4104, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Business Name

Public Works Contractor (PWC) Registration #

SUBCONTRACTORS LISTING

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portion of the work, as required by the provisions in "Required Listing of Proposed Subcontractors" in Section 2 of the Standard Specifications.

[illegible]

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder:

☐ Has ☐ Has not

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark before "has" or "has not" in one of the spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code Section 7106, the bidder declares 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 his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with the Business and Professions Code Section 7028.15, the Contractor hereby states, under penalty of perjury, that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. _____,

Classification(s) _____ Expiration Date _____

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232, and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulation (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by title 23 United States Code Section 112 and Public Contract Code Section 7106 are true and correct.

NAME OF FIRM _____ Date: _____

SIGNATURE AND TITLE OF BIDDER _____

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH (\$_____)", "CASHIER'S CHECK",
"CERTIFIED CHECK", OR "BIDDER'S BOND", AS THE CASE MAY BE)

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

!(A copy of the afore-referenced license must be attached hereto)!

ADDENDA:

RECEIPT OF COPIES OF THE FOLLOWING ADDENDA(S) IS HEREBY
ACKNOWLEDGED.

<u>ADDENDUM NO.</u>	<u>BIDDER'S SIGNATURE</u>	<u>DATE ACKNOWLEDGED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106 are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the City of Placerville.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations, and certifications which are part of this Proposal.

Executed this _____ day of _____, 2023

At _____ County, State of _____

Name of Firm _____

Signature _____

Name and Title of Bidder _____

***** END OF PROPOSAL *****

**CITY OF PLACERVILLE
BIDDER'S BOND
! (this form MUST be used) !**

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE

_____, as PRINCIPAL,
and _____ as Surety are held and firmly bound unto the City of
Placerville (Obligee) in the penal sum of TEN (10) PERCENT OF THE AMOUNT OF THE
TOTAL BID PRICE of the Principal above named, submitted by said Principal to the Obligee for
the work, for the payment of which sum in lawful money of the United States, well and truly to
be made to the Obligee, we the Principal and surety bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents. In no case shall
the liability of the surety hereunder exceed the sum of
\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned bid to the Obligee, as aforesaid,
for certain construction specifically described as follows, for which bids are to be opened at
Placerville, El Dorado County, California, on May 18, 2023, 2:00 p.m. for the construction of the

HOCKING STREET SEWER REPLACEMENT PROJECT No. 42245

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and
manner required under the Contract Documents, after the prescribed forms are presented to
him for signature, enters into a written contract, in the prescribed form, in accordance with the
Bid, and files two bonds with the City of Placerville, one to guarantee faithful performance and
the other to guarantee payment for labor and materials, as required by law, then this obligation
shall be null and void; otherwise, it shall remain in full force and virtue.

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

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day
of _____, 2023.

SIGNATURES

(SEAL)

Principal

(SEAL)

Surety

Address:

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and
accompanied by a Certificate of acknowledgment.)

**SECTION 00490
DEPARTMENT OF INDUSTRIAL RELATIONS AND
SB 96 COMPLIANCE AFFIDAVIT**

- No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771]. NOTE: *This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, nor to projects of \$15,000 or less when the project is for maintenance work.* Pursuant to Public Contract Code section 4104, bidders must provide the DIR registration numbers for all subcontractors listed in a bid for a project.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 96, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to:

<http://www.dir.ca.gov/>

I, the Bidder, certify that:

"I am aware of the provisions of Senate Bill SB 96 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, Public Contract Code section 4104, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Project: HOCKING STREET SEWER REPLACEMENT PROJECT - CIP NO. 42245

Signature

Business Name

Print Name

CSLB License #

Title

Public Works Contractor (PWC) Registration #

E-mail

Labor Classification(s)

Date

Labor Classifications(s), continued

END OF SECTION

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**SECTION 00500
NOTICE OF AWARD**

Date: _____

To: _____ (Name of Bidder)

Address: _____

Project: Hocking Street Sewer Replacement Project

Project No.: 42245

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the construction and completion of a new sewer main on Hocking Street. Construction includes, but is not limited to: approximately 550 LF of backyard 6-inch fusible PVC sewer main by pipe bursting, 250 LF of new 6-inch SDR-26 sewer main by trenching within Hocking Street, ten sewer lateral connections, three new flusher branch cleanouts, two 48-inch sewer manholes, coring into two existing manholes, abandonment of existing 6-inch sewer main, sewer point repairs, paving, Type 2 slurry seal, and drainage improvements. Work includes, but is not limited to: pipe bursting, soil excavation, rock excavation, backfilling and compaction, concrete, pipefitting, pipe abandonment, manhole removal and replacement, connections to existing City facilities, site restoration, patch paving and trench paving, sewer bypass pumping, and all other work required in the Contract drawings.

The Contract Price of your Contract is _____
_____ Dollars (\$_____)

Two (2) copies of each of the proposed Section 00510, Agreement for Construction accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to City of Placerville – Engineering Department two (2) signed copies of the Attached Agreement, leaving the date blank.
2. Deliver with the Agreement an appropriate Certificate of Authorization.
3. Deliver with the Agreement the Contract Bonds as specified in Section 00100, Instructions to Bidders, and Section 00700, Special Provisions.

4. Deliver with the Agreement a signed Certification of Drug-Free Workplace found in Section 00640, Certificate of Drug-Free Workplace.
5. Deliver with the Agreement a signed Workers' Compensation Insurance Certificate found in Section 00645, Worker's Compensation Insurance Certificate.
6. Deliver with the Agreement all required original Insurance Certificates and endorsements as required in Section 00700, Special Provisions.
7. Other conditions precedent: NONE

Failure to comply with these conditions within the time specified will entitle City to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten (10) calendar days after you comply with the above conditions, City will return to you one fully executed Agreement for your records.

CITY OF PLACERVILLE

By: _____

Its: _____

Copy to City Engineer
Consultant

*****END OF SECTION*****

**SECTION 00510
CONTRACT (AGREEMENT)**

**CITY OF PLACERVILLE
HOCKING STREET SEWER REPLACEMENT PROJECT**

PROJECT NO.: 42245

THIS AGREEMENT ("Agreement") approved by the City Council this ____ day of , in the year of 2023, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Development Services Department hereinafter called "City," and _____ hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has caused the above-captioned project to be let to formal bidding process, and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which City has awarded this contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

Article 1. THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) and all work described in the City's Contract Documents entitled:

**HOCKING STREET SEWER REPLACEMENT PROJECT
PROJECT NO.: 42245**

The project is located in the City of Placerville in El Dorado County in the State of California. The Work to be done is shown on the Plans, described in the Special Provisions.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Bidder's Bond; the Contract which includes this Agreement, Workers Compensation Certificate, Performance Bond, and Payment Bond; the drawings listed and identified as the Project Plans; the Special Provisions and all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; and all the obligations of City and of Contractor which are fully set forth and described therein; all Contract Documents which are hereby specially referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises,

covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

The City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in the Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit "A".

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to the Special Provisions.

The City and the Contractor recognize that time is of the essence of the Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the sum of one thousand nine hundred dollars (\$1,900.00) for each calendar day the Work remains uncompleted after the time specified herein for the completion of the Work.

Article 5. INDEMNITY

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City and its employees, agents, and consultants harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of City employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the City, its officers and employees, where expressly prescribed by statute.

The duty to indemnify and hold harmless the City specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

Article 6. GUARANTEES

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the City,

ordinary wear or tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of final accept the Work.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to contractor work performed under this Agreement at no expense to the City during the term of this Agreement and for a period of one year from the date of final acceptance of the Work.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by the City, Contractor hereby authorizes City to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

Article 7. DISPUTES RESOLUTION

- a. **CONTINUE WORK DURING DISPUTE:** In the event of any dispute between the City and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the City, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this section.
- b. **CITY'S REVIEW OF CLAIM:** The City shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the City shall be made final and conclusive except as is otherwise provided herein.
- c. **REQUIREMENTS FOR FILING A CLAIM:** For any Claim Subject to this section, the following requirements apply: 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.
 1. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any claim within 45 days of the 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 or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after the 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.
 2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of the 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 or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the 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.

3. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. CLAIMS EXEMPT FROM REVIEW: The procedures and remedies provided in this Article 7 do not apply to:
1. Any claims by the City.
 2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
 3. Any claim or dispute relating to stop payment requests or stop notices.
 4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.
- e. PROCEDURE TO RESOLVE CIVIL CLAIMS: The City and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. PAYMENT OF UNDISPUTED PORTION OF CLAIM: Payment by City of undisputed portion of claim; interest on arbitration award or judgment.
1. City shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
 2. In any suit filed under Section 20104.4, of the Public Contract Code, the City 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.

- g. SUIT IN EL DORADO COUNTY ONLY: Any litigation arising out of this Contract shall be brought in El Dorado County and the Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

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

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

Article 9. TERMINATION BY OWNER FOR CONVENIENCE

The City reserves the right to terminate the Contract at any time upon determination by the City's Representative that termination of the Contract is in the best interest of the City. City shall issue the Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by the City, and (6) cleanup of the site.

If the Contract is terminated for the City's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of City, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by City, and without profit, for all work performed to secure the project for termination.

Article 10. TERMINATION BY OWNER FOR CAUSE

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one

occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the City's Representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies the City may have, if the Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and take possession of all material and equipment, and complete the Work by City's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the City for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of the section shall be in addition to all other rights and remedies available to the City under law.

If after notice of termination, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

Article 11. WORKERS COMPENSATION CERTIFICATION

Contractor warrants and represents that he is aware of the provisions of Section 3700 of the California 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. Pursuant to the provisions of California Civil Code sections 1860, 1861, and prior to commencement of work, the Contractor shall sign and file with the City Project Administrator a certification in the form prescribed in section 1861.

Article 12. WARRANTY

The Contractor warrants to the City that materials and equipment furnished for the Work will be good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 13. RETAINAGE AND FINAL PAYMENT

The retention from payment is set forth in Section 8 "Measurement and Payment" of the Standard of the Special Provisions. The Contractor may elect to receive 100 percent of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with the City, in accordance with, and as set forth in Section 22300 of the Public Contract Code.

Final Payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. The Contractor, from the operation of the release, may specifically exclude disputed Contract claims in stated amounts. The release shall be in substantially the following form:

<u>WAIVER AND RELEASE UPON FINAL PAYMENT</u>	
The undersigned has been paid in full, less retention, by the City for all labor, services, equipment and material furnished to the City on the _____ (name of Project) located at _____ and does hereby waive and release the City, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:	
<u>Notice of Disputed Claim Amount of Claim</u>	
\$ _____	
_____	_____
Date	Name, Title

	Name of Contractor

Article 14. AUTHORIZED SIGNATURES

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the said Development Services Department of the City of Placerville, State of California, has caused this Agreement to be executed by the City Council of the City of Placerville, in its behalf, and the said Contractor has signed this Agreement the day and year written below.

CITY OF PLACERVILLE

Dated _____
City Manager, City of Placerville

CONTRACTOR

Dated _____
Name of Company

By _____
Name and Title

Contractor's License No. Federal Employer Identification No.

NOTE: If Contractor is a corporation, the legal name of the corporations shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that they are appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of City. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the City prior to signing this document.

Mailing Address: _____

Business Address: _____

City, Zip: _____

Phone: _____ Fax: _____

ATTACHMENT: EXHIBIT "A", Contractors Bid and Bid Price Schedule

END OF CONTRACT

**INSERT EXHIBIT A
TO THE CONTRACT AGREEMENT
(ATTACH CONTRACTOR'S BID AND PLAN SCHEDULE)**

**CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
ENGINEERING DEPARTMENT**

PAYMENT BOND

Bond No. _____

WHEREAS, the City of Placerville, Engineering Department, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter referred to as "Principal" a contract for the work described as follows:

**HOCKING STREET SEWER REPLACEMENT PROJECT
Project No.: 42245**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof: NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____ Dollars (\$_____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is said Principal or its subcontractors shall pay any of the persons named in Civil Code Section 3181, or amounts required to be deducted, Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees or the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California,

County of _____

On this ____ day of _____ in the year of _____, before me _____

_____, personally appeared _____

personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of _____

_____, and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-of-fact.

(SEAL)

Notary Public

**CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
ENGINEERING DEPARTMENT**

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we, _____ the Contractor in the Contract hereto annexed, as Principal, and _____ as Surety, are firmly bound unto the City of Placerville, a Political Subdivision of the State of California, hereinafter called the "Obligee" in the sum of _____ DOLLARS (\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these present.

Signed, sealed and dated:

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of

**HOCKING STREET SEWER REPLACEMENT PROJECT
Project No. 42245**

in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, 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 thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alteration of addition to the terms of the Contract or to the work.

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

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty of improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to of for the use of any person other than the Obligee named herein.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California,

County of _____

On this ____ day of _____ in the year of _____, before me _____
_____, personally appeared _____

personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of _____

_____, and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-of-fact.

(SEAL)

Notary Public

END OF SECTION

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**SECTION 00550
NOTICE TO PROCEED**

Date: _____

To: _____ (Name of Contractor)

Address: _____

Project: Hocking Street Sewer Replacement Project

Project No.: 42245

You are notified that the counting of Contract Time under the above contract will commence to run on _____. On that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00800-1.1, **Time Allowed for Completion**, the date of Substantial Completion _____.

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

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

CITY OF PLACERVILLE

By: _____

Its: _____

Copy to City Engineer
 Consultant

*****END OF SECTION*****

**SECTION 00640
CERTIFICATION OF DRUG-FREE WORKPLACE**

**CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667**

PROJECT: HOCKING STREET SEWER REPLACEMENT PROJECT

CONTRACT NO.: 42245

KNOW ALL PERSONS BY THESE PRESENTS: that _____

(Contractor) has reviewed and understands the Substance Abuse Policy of the City of Placerville and hereby expressly agrees, pursuant to and in furtherance of the City's policy, to maintain a Substance Abuse Policy at the site and take such necessary acts and/or measures to maintain a Drug-Free Workplace at the site. It is further agreed that the use, manufacture, distribution, dispensing or possession of illegal drugs by the Contractor or any person under the control of the Contractor (including, but not limited to subcontractors, their employees, mechanics and suppliers entering the City's premises) or while conducting business with the City of Placerville shall constitute a breach of contract between the City of Placerville and Contractor and shall give rise to any and all remedies available to the City of Placerville in the event of a breach of Contract, including the termination thereof.

SIGNED AND SEALED this ____ day of _____, 2023.

SEAL

Principal

Signature of Principal

Title of Signatory

*****END OF SECTION*****

**SECTION 00645
WORKERS' COMPENSATION INSURANCE CERTIFICATE**

**CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667**

PROJECT: HOCKING STREET SEWER REPLACEMENT PROJECT

CONTRACT NO.: 42245

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the Owner the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Name of Contractor

Signature

Title of Signatory

Date (month/day/year)

*****END OF SECTION*****

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**SECTION 00700
SPECIAL PROVISIONS**

SECTION A – DESCRIPTION OF PROJECT

The location and scope of work for this project are as described in the Technical Specifications.

1. Contract Documents: The work shall be done in accordance with the following documents which, by reference, are incorporated into the contract:
 - A. Notice to Bidders (Section 00020) As contained herein and published in periodicals of the local area.
 - B. Instructions to Bidders (Section 00100) As contained herein and used by bidder in preparing formal proposal to do work.
 - C. Proposal (Section 00310) Including the bond required therewith, all as contained in blank form herein, used by the bidder making formal proposal to do the work.
 - D. Contract (Section 00510) The formal agreement between the City of Placerville and the Contractor, including the Faithful Performance Bond, and the Payment (Labor and Materials) Bond.
 - E. Standards – Except as stated in the Technical Specifications all work and materials shall be in accordance with the El Dorado Irrigation District Design and Construction Standards current edition, El Dorado County Community Development Agency, Design and Improvement Standards Manual and Standard Construction Specifications, current editions, the City of Placerville Design and Improvement Standards Manual, current edition, and the Standard Specifications of the State of California, 2022 edition, which said documents are specifically referred to and by such reference made in part hereof.
 - F. Specifications for the Work – These specifications, including all references.
 - G. Document Precedence -- The component Contract documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of a conflict in the Contract, the following order of precedence will govern interpretation of the Contract:
 - 1) Field Instruction or other written directives
 - 2) Addenda
 - 3) Technical Specifications
 - 4) Special Provisions
 - 5) Project Plans
 - 6) City Design and Improvement Standards Manual

- 7) County and EID Standard Drawings
- 8) County and EID Standard Specifications
- 9) State Standard Drawings
- 10) State Standard Specifications

2. Changes in the Work

A. Form of Change:

- 1) The City may, at any time, by written order, make changes in the Work as deemed necessary by the Engineer. Such changes include, but are not limited to, changes:
 - a) In the Specifications or Plans;
 - b) In the sequence, method or manner of performance of the Work;
 - c) In the owner-furnished facilities, equipment, materials, services or site; or
 - d) Directing acceleration of the Work.
- 2) If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.
 - a) Change Orders. A change pursuant to Section 00700-A2A2a will be in the form of a Contract Change Order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

Upon receipt of a Contract Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the Contractor and approved by the Engineer is an executed Contract Change Order as that term is used throughout this Section.

- b) Change Order Protests. A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Contract Change Order which the Contractor has not executed, the Contractor shall submit a written protest to the Engineer within fifteen (15) calendar days after the receipt of such Contract Change Order. The protest shall state the points of disagreement and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order.

Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders shall be considered as executed Contract Change Orders.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by the Contract Change Order to which such protest relates will be determined in the same manner as provided in Section 00700-A2A2b. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Where the protest concerning a Contract Change Order relates to the adjustment of time and the completion of the Work, the time to be allowed therefore will be determined as provided in this Section.

The consent of the Contractor's sureties shall not be required as to any change or Extra Work, and the liability of the Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

B. Procedures and Allowable Costs on Changes and Additions to Work

1) Forms of Payment

If the change in, or addition to, the Work will result in an increase in the contract sum, the City shall have the right to require the performance thereof. The compensation to be paid for any such work shall, in the City's sole discretion, be determined in one or more of the following ways:

- a) By agreed unit prices, if unit prices are required by the City's bid form and provided with contractor's bid;
- b) By proposal and acceptance of an agreed upon lump sum; or
- c) On a time and materials basis.

Until one of the above methods is agreed on, or if the Work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

2) Lump Sum Payment

The City, in its sole and absolute discretion, may request a lump sum proposal by Contractor to perform the change in, or addition to, the Work performed. Such lump sum proposal shall be submitted by the Contractor within ten (10) days of the City's request therefor. Request for a lump sum proposal by City shall not be deemed an election by City to have the Work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

- a) Contents of Lump Sum Proposal. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable). The proposal shall be accompanied by signed proposals of any Subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform the changes or additional work.
- b) Computation of Labor Costs. The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include the projected wages of the reasonably anticipated Site labor, including foremen, who will be directly involved in the change in the Work. These projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include Contractor's overhead and profit which shall be computed by adding to the labor costs either up to fifteen percent (15%) of the projected wages, but not payroll costs, or the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The method of computing the overhead and profit shall be solely within the discretion of the City.

The labor surcharge, if used, shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the worker, other than actual wages as defined above or travel and subsistence payments as provided by Labor Code Section 1773.8. No time or charges will

be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval of the Engineer.

- c) Computation of Equipment and Materials Costs. The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work. This portion of the proposal may also include transportation and applicable sales or use taxes. Up to fifteen percent (15%) of these direct costs may be included as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools).

This portion of the proposal may further include the Contractor's and any of its Subcontractors' reasonably anticipated costs for the rental and operation of prime construction and automotive equipment furnished and used in connection with the change in the Work. The equipment rental and operation rates used shall be the current edition of the Department of Transportation, Division of Construction, Equipment Rental Rates. These costs shall not include charges for listed equipment or major tools with a new cost of \$500.00 or less. No time charges shall be allowed except for equipment actually used for the proper and efficient performance or completion of the authorized change in the Work.

- d) Subcontractors. The lump sum proposal may include up to five percent (5%) of the amount which the Contractor will pay to any of its Subcontractors for the change in the Work as allowable overhead and profit to the Contractor.
- e) Failure to Submit Lump Sum Proposal. In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the change or addition to the Work and the Contractor shall so proceed. The Engineer shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the Contractor.
- f) Failure to Agree on Lump Sum Amount. In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Engineer and City do not elect to

have the change in the Work performed on a time and material basis, the Engineer and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. In such instances, a Change Order shall be issued for the amount of costs and time determined by the Engineer and the City and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the City within thirty (30) days of the issuance of the Change Order.

The City has the right to direct the Contractor in writing to perform the change in the Work which is the subject of the Change Order.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

3) Payment by Unit Prices

If any of the items included in the lump sum proposal are covered by unit prices contained in the contract document, the City may, if it requires the change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

4) Payment on a Time and Material Basis

If the City elects to have the change or addition to the Work performed on a time and material basis, the Work shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual costs to the entity or entities performing the change in the Work. Actual costs shall not include any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs, use or rental of tools or plant.

Contractor may add fifteen percent (15%) thereof as the total overhead and profit to the entity or entities actually performing the change. This fifteen percent (15%), however, shall not be applied against any payroll

costs as defined in Section 00700-A2B2a with respect to lump sum proposals. If the entity or entities actually performing the work are Subcontractors or Sub-subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's mark-up. No other mark-ups shall be allowed hereunder.

The Contractor shall submit to the City daily work and material tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the City may require. The City may require authentication of all time and material tickets and invoices by persons designated by the City for such purpose. The failure of the Contractor to secure any required authentication shall, if the City elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the City shall not constitute an acknowledgment by the City that the items thereon were reasonably required for the Change in the Work.

5) Limitations on Changes

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this Section, and which the Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this Section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

It is expressly agreed that Contractor shall not be entitled to claim damages for anticipated profits on any portion of the Work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated

adjustment will be deducted for the subsequent monthly pay estimates. The City reserves its rights under Section 00700-A2H to audit Contractor's as-bid profit in connection with any deductive change, to arrive at a final adjustment. Contractor's as-bid profit shall be reduced pro rata according to the proportion of the original contract value less as-bid profit, represented by the work deleted.

The City reserves the right to contract with any person or firm other than the Contractor for any or all Extra Work.

- C. Unilateral Change in or Addition to the Work. Notwithstanding the above, the City, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section 00700-A2B.
- D. Changes in Character of Work. If an ordered change in the Plans or Specifications materially changes the character of the Work of a Contract item from that upon which the Contractor based its bid price, and if the change increases or decreases the actual unit costs of such changed item as compared to the actual or estimated unit cost of performing the Work of the item in accordance with the Specifications and Plans originally applicable thereto, in the absence of an executed Contract Change Order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following:
 - 1) The basis of such adjustment in compensation will be the difference between the Contract unit-price to perform the work of the item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, as changed. Actual unit costs will be as agreed upon by the Contractor and the Engineer. If they cannot agree or if there is no unit-price for the subject work, then the costs of the work will be determined by the Engineer in the same manner as if the work were to be paid for on the time and material basis as provided in Section 00700-A2B. Any such adjustment will apply only to the portion of the work of the item actually changed in character.
 - 2) Failure of the Engineer to recognize the change in character of the work at the time the Contract Change Order is issued shall in no way be construed as relieving the Contractor of its duties and responsibility of filing a written protest within the fifteen (15) calendar day limit as herein above provided.

E. Differing Site Conditions. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- 1) Material that the Contractor believes may contain hazardous waste, as defined in Section 25118 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; or
- 2) Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents; or
- 3) Unknown 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.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause and decrease or increase in the Contractor's cost of time of performance, the Engineer will issue and change order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Section 00700-A2B for adjustments as to extra and/or additional work and changes. However, neither the City nor the Engineer shall be liable or responsible for additional work, costs or changes to the Work due to material difference between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review. In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause and decrease or increase 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 by the Contract, but shall proceed with all work to be performed under the Contract, the procedures applicable to claims for extra costs shall then apply.

F. Civil Action Procedures

The following procedures shall apply to all civil actions filed to resolve claims under this contract.

- 1) Non-Binding Mediation

Within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The

mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen-(15) day period, any party may petition the court to appoint the mediator.

2) Judicial Arbitration

- 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 of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration.
- 2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators shall be experienced in construction law. 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 appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party arising out of the appeal.

3) Intent

- a) It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate

action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim, as herein required, was timely filed.

- b) In the event of an emergency endangering life or property, the Contractor shall act as stated in Section 00700-B3E herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due to for emergency work will be as specified in Section 00700-A2 herein.
- c) The City shall pay money as to any portion of a claim which is undisputed, except as otherwise provided in the contract.
- d) In any suit filed under this section, the City 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.

G. Claims for Extra Costs

1) Notice of Potential Claims

- a) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor provides the Engineer with written notice of the potential claims as hereinafter specified. Compliance with this section, however, shall not be a prerequisite as to matters within the scope of the protest provisions in Section 00700-A2A.
- b) The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required shall be given to the Engineer prior to the time that the Contractor commences performance of the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within ten (10) days after the happening of the event, thing or occurrence giving rise to the potential claim.

2) Construction Claims

- a) The Contractor may submit a claim to the Engineer concerning any matter for which a protest under Section 00700-A2A, or a notice of potential claim, is filed. Such claims, or potential claims, shall be submitted to the Engineer within ten (10) calendar days following the submission of the protest or notice, unless, due to the nature of the claim or the uncompleted state of the Work, it is impracticable to determine the amount or the extent of the claim within such period. In such cases, claims shall be submitted at the earliest practicable time in which such a determination can be made. In any event, all claims shall be filed on or before the date of the final release by the Contractor as provided for in Section 00700-B8I. The contractor waives his rights to submit a claim if the notice of potential claims process or protest process is not followed per their respective sections
- b) All claims shall be in writing and shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, all pertinent factual data and all the documents necessary to substantiate the claim. The Contractor shall maintain complete and accurate records of the cost or any portion of the Work for which additional compensation is claimed, and shall provide the Engineer with copies thereof, as required.
- c) The Contractor waives his rights to submit a claim if the notice of potential claims process or protest process is not followed per their respective sections.

3) Resolution of Constructions Claims \$50,000 or Less

- a) The City will respond in writing to all written claims for less than or equal to fifty thousand dollars (\$50,000) within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
- b) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

- c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (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.
- 4) Resolution of Claims Greater than fifty thousand dollars (\$50,000) and Less than or Equal to three hundred and seventy-five thousand dollars (\$375,000).
 - a) The City will respond in writing to all written claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000) within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
 - b) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
 - c) The City's written response to the claim as further documented, shall be submitted to the claimant within thirty (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.
- 5) Resolution of Claims Greater than three hundred and seventy-five thousand dollars (\$375,000).

The Engineer shall, within a reasonable time after the presentation of any claim in excess of three hundred and seventy-five thousand dollars (\$375,000), make a decision in writing on such claim.

All decisions of the Engineer shall be final unless the Contractor, within ten (10) days after receipt of the Engineer's decision, files a written protest with the Engineer stating clearly and in detail the basis of the protest.

Such protest shall be forwarded promptly by the Engineer to the City Council, who will issue a decision on such protest. It is hereby agreed that the Contractor's failure to protest the Engineer's determination or

instruction within ten (10) days after such determination or instruction is transmitted to the Contractor shall constitute a waiver by the Contractor of all rights to further protest, judicial or otherwise.

6) Meet and Confer Conference

- a) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City'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 City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits its written claim pursuant to Section 00700-AG1 until the time the claim is denied, including any period of time utilized by the meet and confer conference.

7) Contractor's Duty During Claim Resolution

The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the Engineer during the resolution of any claims disputes.

H. City's Right to Audit and Preservation of Records

- 1) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The City and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:
 - a) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;

- b) In the event of a disagreement between the Contractor and the City over the amount due the Contractor under the terms of the Contract;
 - c) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this Contract; and/or
 - d) If it becomes necessary to determine the City's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the City;
 - e) To determine any difference in cost occasioned by a permissible substitution; and /or
 - f) For any other reason in the City's sole judgment.
- 2) Contractor shall provide the City (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records. The City's audit rights shall be liberally construed in the City's favor.
 - 3) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the City for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the City), all its books, records, documents, photographs, micro- photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.
 - 4) The City will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the City's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the City and are part of the City's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the City that it accepts as correct the billings, invoices or other charges on which the payments are based. If the City's audit produces a claim against the Contractor, the City may pursue all its

legal remedies even though it has made all or part of the payments required by this Contract.

5) If any audit by the City or its representative discloses an underpayment by the City pursuant to the terms of the Contract Documents, the City shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the City for the amount of the overpayment. The City's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the City's audit or upon the termination of audit rights under subparagraph (f), below, whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

6) The City's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require the same to be inserted by all Sub-subcontractors in their subcontracts, for any portion of the work. Should Contractor fail to include this clause in any such contract or Sub- subcontractor contract, or otherwise fail to insure the City's rights hereunder, Contractor shall be liable to the City for all costs, expenses and attorney's fees which the City may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the City from the persons under this clause. The City or its authorized representative may conduct such audit.

3. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

That the Contractor will not, because of race, religious creed, color, sex, national origin or ancestry of any person, refuse to hire or employ any applicant or to bar or discharge any employee from employment, or to discriminate against any employee in compensation, or in terms, conditions or privileges of employment and that the Contractor will take affirmative action to insure that every applicant for employment and every employer will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to any employee's race, religious creed, color, sex, national origin or ancestry.

SECTION B – GENERAL REQUIREMENTS

1. Definitions and Terms

- A. Standard Specifications – The Standard Specifications of the State of California, Department of Transportation, Division of Highways, 2022 edition. Any reference therein to a State Agency or officer shall be interpreted as the corresponding City office or officer acting under this contract with address at City Hall, Placerville, California 95667.
- B. City – The City of Placerville.
- C. City Council – The governing body of the City.
- D. City Specifications – The El Dorado Irrigation District, Design and Construction Standards, current edition. Any reference therein to a County Agency or officer shall be interpreted as the corresponding City office or officer acting under this contract with address at City Hall, Placerville, California 95667.
- E. Engineer – City Engineer of the City of Placerville or authorized agent who shall represent the City during the term of the contract.
- F. Laboratory – The laboratory of the City of Placerville to the extent of its capability; otherwise as defined in the Standard Specifications.

2. Proposal Requirements and Conditions

- A. General – The bidder's attention is directed to the provisions of Section 2 of the Standard Specifications, as supplemented herein, for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.
- B. Proposal Forms – The proposal forms are bound in these Specifications which may be obtained from the office of the City of Placerville Engineering Division City Hall, 3101 Center Street, Placerville, California, as advertised in the 'Notice to Bidders.
- C. Disqualification of Bidders – In addition to the other requirements the bidder must declare in the proposal that he/she has not accepted any bid from any Subcontractor or vendor through any bid depository, By-Laws, Rules and Regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or vendor which is not processed through said bid depository or which prevent any Subcontractor or vendor from bidding to any Contractor who does not use the facilities of or accept bids from or through such

bid depository as to their ability, financial responsibility and experience in order to be eligible for consideration of their proposal.

- D. Non-Collusion – In accordance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Non-collusion Affidavit.

3. Award and Execution of Contract, and Insurance Requirements

- A. General – The bidder's attention is directed to the provisions of Section 3 of the Standard Specifications, as supplemented herein, for the requirements of the Contract.

- B. Award of Contract

- 1) The City reserves the right to accept or reject any and all Bids for a period of one hundred and twenty (120) days after the date of opening, and to waive any minor informality or irregularity in any Bid. No Bid can be withdrawn during that period.
 - 2) The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

- C. Contract Bonds

The successful bidder shall furnish with the Contract a FAITHFUL PERFORMANCE BOND and a PAYMENT (LABOR AND MATERIALS) BOND, each in the amount of 100% of the total bid, on the forms prescribed by the City.

- D. Responsibility of Contractor, Hold Harmless & Indemnity Agreement

The Contractor shall take all responsibility for the work and shall defend, indemnify, release and hold harmless the City, its officers, officials, employees, agents and volunteers, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract of work regardless of responsibility for negligence (including costs and expenses, which include attorney's fees, incurred in connection therewith) and from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence (including costs and expenses, which include attorney's fees, incurred in connection therewith), but excluding liability due to the sole negligence or willful misconduct of the City.

The City, pursuant to this contract and indemnity agreement, may, at the time of preparing and certifying the final voucher, an as a condition of preparing and certifying the same, require the Contractor to continue his/her bond or any part thereof, as security against any such unsatisfied claims, for a time not exceeding the time when such claims would be legally barred. Approval of the insurance under this hold harmless and responsibility clause.

E. Insurance and Liability

1) Insurance

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

- a) Neither the Contractor nor any Subcontractor shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- b) Any insurance bearing on adequacy of performance shall be maintained after completion of the Project for the full guarantee period.
- c) Prior to execution of the Contract, the Contractor shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The Contractor shall not permit any Subcontractor identified in the Designation of Subcontractors form to commence work on this Project until such Subcontractor has furnished the City with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements are to be on forms provided or approved by the City. The City may require the Contractor or any Subcontractor to furnish complete certified copies for all insurance policies affecting the coverage required by the Contract.
- d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the City at least sixty (60) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

- e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the City or its officers.
- f) The requirements as to the types, limits, and the City's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- g) In addition to any other remedy the City may have, if the Contractor or any of the Subcontractors fail to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.
- h) The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this contract.

I. Worker's Compensation and Employer's Liability Insurance

a) Worker Compensation

The Contractor and all Subcontractors shall maintain insurance to protect the Contractor or Subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The

Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b) Claims Against City

If an injury occurs to any employee of the Contractor or any of the Subcontractors for which the employee or its dependents, in the event of its death, may be entitled to compensation from the City under the provisions of the Acts, or for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due, the Contractor.

II. Commercial General and Automobile Liability Insurance

The Contractor shall maintain in effect at all times during the performance of the work hereunder not less than the following coverages and limits of Commercial General and Automobile Liability insurance:

I. Form and Amount

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverages shall not be less than the limits stated in Section 00800, Supplementary Conditions. Any deductibles must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the

Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

The commercial general and automobile liability insurance coverage shall also include the following:

II. Additional Requirements

- i. Provisions or endorsement naming the City, the Engineer and the City's consultants, and each of their officers, employees, and agents, as additional insureds with respect to any potential liability arising out of the performance of any work under the Contract, and providing that such insurance is primary insurance as respects the interest of the City and the Engineer, and its consultants, and each of their officers, employees, and agents and that any other insurance, risk pool membership, or other liability protection maintained by the City or maintained by the Engineer is excess to the insurance required hereunder, and will not be called upon to contribute to any loss.
- ii. "Cross Liability" or "Severability of Interest" clause.
- iii. Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverages, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
- iv. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the

Contract, including, without limitation, that set forth in Section 00700-B3E2, Indemnity and Litigation Costs.

- v. Provisions or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- vi. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

III. Builder's Risk or Installation Floater "All-Risk" Insurance

If required, before commencement of the Work, the Contractor shall submit written evidence that it has obtained for the period of the Contract, Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine "All-Risk" Installation Floater Insurance, as may be applicable, upon the entire Project which is the subject of this Contract, including completed work and work in progress. The policy or policies of insurance shall name the Contractor, City, and Engineer as insured as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the City, except that the deductible on earthquake coverage may be in accordance with the underwriter's requirements.

2) Indemnity and Litigation Cost

- a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, the Engineer and its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages,

expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's, or its Subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

- b) In any and all claims against the City, the Engineer and each of their consultants, officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.
- c) This indemnity shall not apply to fees and costs incurred by the City in prosecuting or defending against the Contractor in any proceeding under Section 00700-A2F and Section 00700-A2G of these Special Provisions.

3) Protection of Work

- a) The Contractor shall be responsible for the care of all the Work until its completion and final acceptance. The Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work or the City may do the same at the Contractor's expense and the Contractor and its sureties shall be liable there for. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged

material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall not be responsible for the cost, in excess of five percent (5%) of the contracted amount, of repairing or restoring damage to the Work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal waves; provided that the Work damaged was built in accordance with accepted and applicable building standards, and the plans and specifications of the City.

- b) The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of the owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of their fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain workroom, the Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.
- c) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust

control for the right-of-way and take other preventative measures as directed by the Engineer.

- d) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- e) The Contractor shall see that the Site is kept drained and free of all ground water and any other water which may impede the progress or execution of the Work.
- f) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
- g) In an emergency affecting the safety of life, the Work, or adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and the Contractor shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section 00700-A2. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under Section 00700-A2.
- h) Except as provided by Government Code Section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction Project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the City, the City will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform

any such work in conformance with applicable provisions of Section 00700-A2A and Section 00700-A2B, if so directed by the Engineer. In such situations the Contractor shall not be responsible for delay in completion of the Project caused by the failure of the City or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the City in the Contract Documents, the Contractor shall immediately notify the Engineer in writing.

- i) Subject to the provisions of this Section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

4) Accidents

- a) The Contractor shall provide and maintain, in accordance with Labor Code Section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the Work.
- b) The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with, the performance of the Work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused the accident shall be reported immediately by telephone or messenger to the City and the Engineer.
- c) If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

5) No Personal Liability

Neither the City, the Engineer, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

F. Exclusions

This insurance does not cover tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workers.

G. Beginning of Work, Time of Completion and Liquidated Damages

Time is of the essence on this contract. The Contractor shall show evidence that all necessary materials have been ordered consistent with shop drawing approvals within ten (10) working days from the date the Notice to Proceed is issued by the Engineer or a stop work notice will be issued and any applicable working days will be charged.

The Contractor shall begin work on or before the tenth (10th) working day after the date of the Notice to Proceed, and shall diligently prosecute the same to completion within Time of Completion specified in the Section 00800, Supplementary Specifications

It is understood that failure of the Contractor to complete the work within the stipulated number of days will or may subject the City to serious loss or damage.

Should the Contractor fail to complete the work provided for herein, within the time fixed for such completion, due allowance being made for unavoidable delays, he/she shall become liable to the City for the amount specified under Liquidated Damages in the Section 00800, Supplementary Conditions, for each day said work remains incomplete beyond the time for completion, as and for liquidated damages and not as a penalty, agreed upon by the parties to the contract, it being expressly stipulated that it would be impracticable and extremely difficult to fix the actual amount of damage. If it appears to the Contractor that he/she will not complete the work provided in this contract in the time agreed, he/she shall make written application to the City at least five (5) calendar days prior to the expiration of the time for Substantial Completion, stating the reason why and amount of extension which he/she believes should be granted. The City may then, in its discretion, grant or deny, such extension.

Any money due, or to become due, the Contractor may be retained to cover the said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balances from the Contractor, or his/her sureties.

4. Scope of the Work

- A. General – Attention is directed to the Division I – General Provisions, Section 4 of the Standard Specifications, as supplemented herein, for the requirements and conditions concerning the scope of the work.
- B. Increased and Decreased Quantities – All items of work will be paid for at the respective prices listed in the proposal or bid for any quantities of such work done and accepted by the City. No adjustments to unit prices will be made for any increase or decrease of actual, final quantities from the Engineer's estimated bid sheet quantities.

The first and second paragraphs of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications are amended to read:

The City reserves the right without changing the scope of work, to make such alterations deviations, additions to or deletions from the plans and specifications, including but not limited to, the right to add or delete any portion of the work to be done with no additional compensation or change in lump sum or unit bid prices. The City also reserves the right without changing the scope of work, to increase or decrease the quantity of any item (BY UP TO 100%) or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Engineer Estimate quantities are approximate only, and will be used as a basis for a comparison of bids.

- C. Hours of Work – Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the City. No work outside of the regular working hours shall be done unless previously requested by the Contractor in writing and approved by the Engineer. The Contractor shall be responsible for reimbursement to the City for the cost of providing inspection outside the normal workday or on weekends or holidays. All inspection work outside the regular work hours shall be charged at each inspector's current overtime rate with applicable overhead.

All existing pits, excavations, trenches, and openings in the road surface shall be backfilled and paved to produce a level and smooth surface. All barricades and barriers shall be removed from traffic lanes, unless authorized by the Engineer.

5. Control of the Work – Attention is directed to the Division I, Section 5 of the Standard Specifications for the requirements and conditions concerning control of the work.
6. Control of Materials – Attention is directed to the Division I, Section 6 of the Standard Specifications for the requirements and conditions concerning the control of materials.
7. Legal Relations and Responsibility
 - A. General – Attention is directed to the Division I, Section 7 of the Standard Specifications, as supplemented herein, for the requirements and conditions concerning legal relations and responsibility.
 - B. Hours of Labor – Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty, to the City, \$25.00 for each work person employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such work person 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 provisions of the Labor Code of the State of California, Section 1810 to Section 1815.
 - C. Public Convenience and Safety – Public Convenience and Safety shall be in accordance with Section 6-12 Public Convenience and Safety of the El Dorado County Standard Construction Specifications.
 - D. Damage to Private Property – Any damage to private property caused by the Contractor and adjudged to be the responsibility of the Contractor by the Engineer shall be rectified to the satisfaction of the Engineer within a reasonable time, depending on the extent of the damage. Said reasonable time shall be as determined by the Engineer, and if the condition is not rectified, the Engineer shall have the power and authority to rectify said damage and the cost thereof to be paid for by the Contractor, either by direct payment to the City of Placerville, or by deducting said amount from moneys due the Contractor.
8. Measurement and Payment
 - A. Measurement of Quantities
 - 1) Where the Contract provides for payment on a "Lump Sum" or "Job" basis shall result in a complete structure, operating plant or system in satisfactory working condition in respect to the functional purposes of the

installation, and no extra compensation will be allowed for anything omitted but fairly implied.

- 2) Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim nor receive any compensation for anticipated profits, for loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done and materials furnished and the estimated amount.
- 3) All quantities of work computed under the Contract shall be based upon measurements in accordance with the United States Measurements and Weights.
- 4) Methods of measurement are specified herein and in the Technical Specifications.

B. Scope of Payment

- 1) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the acceptance by the City and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- 2) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.
- 3) The Work includes the preparatory work and operations needed for mobilization and demobilization of the Project.

C. Progress Estimate

For each pay period of Contract work, the Contractor shall prepare a written progress estimate of the value of all work performed under the Contract, including any amounts due the Contractor for Extra Work and Change Orders. In arriving at the value of the work done, the Contractor shall give consideration to the value of labor and materials which have been incorporated into the permanent work during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand. The Contractor shall verify the estimated quantities of all pay items with the City's Inspector prior to submitting a final Progress Payment Request to the Engineer. Progress Payment Requests shall be submitted to the Engineer by the end of each month.

To assist the Engineer in reviewing Progress Payment Requests, all Progress Payment Requests submitted by Contractor shall be accompanied by sufficient documentation to validate payable quantities for the preceding pay period. Documentation shall include, but is not limited, Quantity Sheets for each bid item, in a form approved by the Engineer, summarizing the daily quantity placed/installed with dimensions and location (with centerline station to station references and left or right indicated) and copies of invoices and/or trucking delivery tags.

In addition to the Progress Payment Request, the City Finance Department requires that the Contractor submit a billing invoice including a sequential invoice number and the date range of the work that is being billed for.

Additional documentation may be requested by the Engineer to adequately verify any bid item quantity.

D. Progress Payments

- 1) The City will pay the Contractor ninety-five percent (95%) of the amount of each progress estimate within 30 days after receipt of an undisputed and properly submitted progress estimate from the Contractor. If the City fails to pay an undisputed progress estimate within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of section 685.010 of the Code of Civil Procedure. Five percent (5%) of the amount of each estimate shall be retained by the City until final completion and acceptance of all work under the Contract.
- 2) Upon receipt of a payment request, the City shall act in accordance with both of the following:

- a) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the progress estimate is a proper payment request.
 - b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- 3) The number of days available to the City to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the City exceeds the seven-(7) day return requirement set forth in paragraph (ii) of subdivision (b).
 - 4) The Contractor may, in accordance with the provisions of Public Contracts Code section 22300, substitute securities for any monies, which the City may withhold to ensure performance under the Contract.
 - 5) When, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total amount of the Work done since the last estimate amounts to less than one thousand dollars (\$1,000), no pay estimate will be prepared and no progress payment will be made.
 - 6) No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment furnished will be conformed to actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.
 - 7) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.
 - 8) Per Standard Specification 9-1.16E(3), the City may withhold a part of a progress payment if the Contractor fails to provide documentation

required by the contract including traffic control plans, water pollution control program, schedules, submittals, payrolls, etc.

E. Liens and Stop Notices

The Contractor agrees to keep the Work, the site of the Work and all monies held by the City free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the City may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the City to pay all obligations and expenses necessary to satisfy such lien or stop notice. The City may withhold such payment unless or until the Contractor, within ten (10) days after demand therefor by the City, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten (10) days of the demand therefor, the City may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs and damages suffered or incurred by the City from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This Section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

F. Final Estimate

As soon as possible after the completion of the work and receipt of all documentation required to be submitted by the Contractor is received, the Engineer shall make up the final estimate of the total amount of work done, segregated as to contract item quantities and contract change order work, and the value of such work; and this amount, after deducting all previous payments and all amounts to be deducted and retained under the provisions of the contract, shall constitute the final payment. All prior estimates and payments shall be subject to correction in the final estimate.

Within fifteen (15) calendar days after the proposed final estimate is submitted to the Contractor, the Contractor shall submit to the Engineer the Contractor's written approval of said estimate or a written statement of the Contractor's

exceptions thereto. If the Contractor files a statement of exceptions, it shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If the Contractor fails to file a statement within the time allowed, it shall be construed to be acceptance of the final estimate as submitted to the Contractor. Any claim of the Contractor or the Contractor's subcontractors or suppliers with respect to the performance or breach of the contract or any alterations thereof (except for payment of the balance of the contract price as set forth in the final estimate) not specifically set forth in such a statement is waived by the contractor.

G. Right to Withhold Payments

- 1) In addition to all other rights and remedies of the City hereunder and by virtue of the law, the City may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the City from loss on account of:
 - a) Defective work not remedied, irrespective of when any such work be found to be defective;
 - b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;
 - c) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to Subcontractors and/or suppliers;
 - d) A reasonable doubt that the Work can be completed for the balance then unearned;
 - e) A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
 - f) Costs to the City resulting from failure of the Contractor to complete the Work within the proper time; or
 - g) Damage to work or property.
- 2) Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the City will promptly pay to the Contractor the amount so withheld. When monies are withheld to

protect the City against claims or liens of mechanics, materialmen, Subcontractors, etc., the City may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the City, indemnifying the City against any loss or expense, and upon acceptance thereof by the City, the City shall release to the Contractor monies so withheld.

H. Final Payment

On the expiration of thirty-five (35) days from the date of Final Acceptance of the contract and the filing of the Notice of Completion with the Office of the County Recorder, the difference between the final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the material furnished to the City on the located at provisions of this Contract. All prior certifications upon which partial Payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

I. Final Release

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. The Contractor, from the operation of the release, may specifically exclude disputed Contract claims in stated amounts. The release shall be in substantially the following form:

<u>WAIVER AND RELEASE UPON FINAL PAYMENT</u>	
The undersigned has been paid in full, less retention, by the City for all labor, services, equipment and material furnished to the City on the _____ (name of Project) located at _____ and does hereby waive and release the City, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:	
<u>Notice of Disputed Claim Amount of Claim</u>	
\$ _____	
_____	_____
Date	Name, Title

	Name of Contractor

J. Waiver of Interest

The City shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies, which the City is required to withhold by reason of judgment, order, statute or judicial process.

9. Antitrust Claim Assignment

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all Subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

10. Prosecution and Progress

Attention is directed to the provisions of the Standard Specifications for the requirements and conditions concerning the prosecution and progress of the work and the assignment of the contract.

11. Permits and Code

A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the City of Placerville. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City Engineer of the City of Placerville. Where requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances and codes, the City of Placerville will adjust the contract by Change Order to conform to such ordinances and codes (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the contract price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility variance with any applicable ordinance or Code including any written waivers (not with-standing the fact that such installation is in compliance with the Drawings and Technical Specifications) the Contractor shall remove such work without cost to the City and a Change Order

will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall comply with applicable laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the project area and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this contract.

12. Apprenticeship Requirements

California Labor Section 1777.5 requires in the employment of apprentices in public works contracts:

- A. Only registered apprentices within a written agreement in an approved apprentice- training program providing no less than 2,000 hours of continuous employment and education are eligible for employment on public works (in compliance with Labor Section 3077).
- B. A Contractor is no longer required to submit Form DAS-7, but must submit award information to the local applicable joint apprenticeship committee. The award information must include:
 - 1) an estimate of the journeyman hours;
 - 2) the number of apprentices to be employed; and
 - 3) the approximate dates of apprentice employment.
- C. The minimum statutory 1:5 hourly ratio of work stipulates that no less than one hour of apprentice work for every five hours of journeyman labor on any day of work. (Any journeyman work performed beyond 8 hours per day or 40 hours per week shall not be used to calculate the hourly ratio.)

This section shall not apply to specialty contractors or general contractors whose contracts involve less than Thirty Thousand Dollars (\$30,000.00) or 20 working days.

The Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the minimum 1:5 hourly ratio under any one of the following:

- 1) Unemployment exceeds an average of 15% in the area for the previous 3-month period;

- 2) The number of apprentices in training in such area exceeds a ratio of 1:5;
 - 3) The apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either locally or statewide;
 - 4) The specific task would jeopardize the apprentice's life or public safety or no training can be provided to an apprentice by a journeyman for the specific task.
- D. Apprentices employed on public works projects can only be assigned to perform work of the craft or trade to which the apprentice is registered.
- E. All contractors with employees in any apprentice able occupation, regardless of the actual employment of journeymen or apprentices for the awarded public work, must either contribute to the local training trust fund or to the California Apprenticeship Council, P.O. Box 603, San Francisco, CA 94101 (as set forth in Section 227).
- F. Any person who violates Section 1777.5 shall pay a civil penalty of Fifty Dollars (\$50.00) for each calendar day of noncompliance.

Any person who willfully violates Section 1777.5 shall pay the Fifty Dollars (\$50.00) fine for each calendar day of noncompliance and shall be denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and up to three years for any additional violations.

Compliance disputes arising under Section 1777.5 shall be adjudicated under 8 California Code of Regulations, Article 1.

- G. Within five (5) days of a public works contract award, the awarding agency must send a copy of the award to the Division of Apprenticeship Standards under Section 1773.3.

Within five (5) days of finding any discrepancy regarding the hourly ratio of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

- H. The Contractor shall be responsible for compliance for all requirements for occupations subject to apprenticeships as provided by this Contract and/or applicable law.

13. Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting" of the Standard Specifications and these Special Provisions.

Installation of traffic signals shall be considered a "Specialty Item" as defined in Section 7 of the Standard Specifications.

In accordance with the requirements of Sections 4100 and 4113, inclusive, of the Public Contract Code, each bidder shall list in his proposal all the names and business address of each subcontractor to whom the bidder proposes to subcontract work and shall list each subcontractor licensed by the State of California. Said list shall include a description of the portion of the work which will be done by each subcontractor.

A sheet for listing the subcontractors, as required, is included in the proposal.

14. Performance of Subcontractors and Suppliers

The Subcontractors and suppliers listed in the Proposal shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization from the Engineer to perform the work with other forces or to obtain the materials from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- A. The listed subcontractor, after having had a reasonable opportunity to do so fail or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed subcontractor becomes bankrupt or insolvent.
- C. The listed subcontractor fails or refuses to perform his subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was condition of executing a subcontract and the listed subcontractor fails or refuses to meet the bond requirements of the Contractors.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the City.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed subcontractor or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

15. Permits and Licenses

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certificates" of the Standard Specifications and these Special Provisions.

The California Environmental Quality Act of 1970 (Chap. 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said California Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

16. Statistical Testing

Moving average requirements are waived.

17. Highway Construction Equipment

Attention is directed to Sections 7-1.02O, "Vehicle Code" and 5-1.33, "Equipment" of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statements in Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

18. Equipment Rental Rates

The requirements concerning equipment rental rates in Section 9-1.04D, "Equipment Rental" and Section 9-1.04D(3), "Equipment Not On the Job Site Work and Not

Required for the Original- Contract Work", of the Standard Specifications are modified as follows:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Public Works, Division of Highway's publication Section 9-1.03A (3), "Equipment Not On the Job Site and Not Required for Original-Contract Work" of the Standard Specifications is amended by adding the following:

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a Force Account basis and the Engineer determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

- A. The Engineer shall specifically approve the necessity for the use of particular equipment on such work.
- B. The Contractor shall establish to the satisfaction of the Engineer that such equipment cannot be obtained from his/her normal equipment source or sources and those of his/her subcontractors.
- C. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his/her proposed source is reasonable and appropriate for the expected period of use.
- D. The Engineer shall approve the equipment source and the equipment rental rate to be paid by the State before the Contractor begins work involving the use of said equipment.

19. Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m. shall not exceed 50 dBA, and between the hours of 7:00 a.m. and 9:00 p.m. shall not exceed 80 dBA at a distance of 50 feet.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

20. Hazardous Waste in Excavation

If the Contractor encounters material in excavation that the contractor has reason to believe may be hazardous waste as defined by Section 25117 of the Health and Safety Code, the Contractor shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor shall be granted an extension of time as provided in Section 8-1.10, "Liquidated Damages", of the Standard Specifications.

If such suspension delays the current controlling operation by more than 2 working days, the delay shall be considered a right of way delay and the Contractor shall be compensated for such delay as provided in Section 8-1.07, "Delays", of the Standard Specifications.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

21. Referenced Specifications

The references to State specifications and other specifications for the various materials to be furnished by the Contractor shall include, in addition to the basic specifications referred to, all applicable amendments to the specifications and all emergency alternate specifications which have been promulgated and are in effect on the date bids are received. When more than one reference specification is referred to for a material, the material used shall be the one of the highest grade or standard.

22. Safety

A. General

- 1) The Contractor shall be solely and completely responsible for the conditions of the job Site, including safety of all persons and property during performance of the Work. This requirement shall apply

continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.

- 2) The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the City responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
- 3) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.
- 4) All work and material shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes
- 5) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where law requires vapor-tight or explosion-proof electrical installation, this shall be provided.
- 6) The Contractor shall submit a safety plan and/or narrative description to the Engineer prior to commencement of the Work. This safety plan and/or narrative description shall describe all first aid, safety clothing, etc. to be used at Project Site.

B. Shoring and Trench Safety Plan

- 1) Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support. The Contractor shall

comply with this and other applicable laws including Public Contract Code section 7104.

- 2) In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five feet or more in depth required under this Contract, the Contractor shall furnish to the Engineer working drawings of its trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of the shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping or protective system less than required by the Construction Safety Orders, or less effective than that required by the Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by itself or its Subcontractors.

23. Warranty Bond

As a condition precedent to the completion of this contract, the Contractor shall furnish in triplicate a bond of a surety company authorized to do business in the State of California acceptable to the City in an amount of one hundred percent (100%) of the total contract price plus change orders, to hold good for a period of one year after the completion and acceptance of the work, to protect the City against the results of defective materials, work quality and equipment during that time. This bond shall be delivered to the City before the Engineer shall recommend the acceptance of the work to the City Council.

SECTION C – WAGE AND EQUIPMENT RATES

1. Prevailing Wage Rates – In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable to the work to be done, and a current copy of said prevailing wages is on file with the City Clerk. Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

The successful bidder will be required to post a copy of these general prevailing rates of per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein.

In addition, the City of Placerville requires that the Contractor and all his/her Subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed. The Contractor shall, as a penalty, forfeit to the City the amount specified by law for each calendar day or portion thereof, for each employee paid less than the prevailing salary or wage for any public work done under the contract by him/her or any subcontractor under him/her.

The State Labor Code states that for violations of public works laws relating to payment of prevailing wages, the City of Placerville will be required to withhold from any progress payments owed to a contractor any amounts that have been forfeited as penalties, or as wages owed to employees, who have not been paid the prevailing wage for work performed. Effective 1/1/97, the City is required to directly transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within 90 days after the completion of the public works contract and formal acceptance of the job by the City.

Also, the Labor Commissioner is permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld. In the event that the contract does not prevail in the lawsuit to recover the amounts withheld, the wages and penalties will then be forwarded to the Labor Commissioner for disbursement in the manner previously described.

2. Payroll Record – In accordance with the provisions of Section 1776 of the Labor Code of the State of California, the Contractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractor in connection with this project. This payroll record shall be certified and submitted weekly to the Resident Engineer. Additionally it shall be available for inspection at all reasonable hours at the principal office of the successful bidder and a certified copy shall be furnished within ten (10) days after receipt of a written request by the following parties:
 - A. An employee or his/her authorized representative
 - B. City's representative
 - C. Representative of Labor Standard Enforcement and Division of Apprenticeship Standard of Department of Industrial Relations

Any copy of the payroll record made available for inspection and furnished to the public through the above entities shall not disclose names, addresses or social security numbers of individual employees except the name and address of the Contractor.

In the event of non-compliance with the requirement of this subdivision, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notices from the State or City. If the non-compliance is still evident after the ten-day period, the Contractor shall, as a penalty, forfeit to the City the amount specified by law for each calendar day, for each employee, until strict compliance is effectuated.

3. Equipment Rental Rates – Equipment rental will be paid for as provided under Section 9-1.04D of the Standard Specifications at the rates listed in the EQUIPMENT RENTAL RATES TABLE of the State of California, Department of Public Works, Division of Highways, latest issue, for use in their Special Provisions, a copy of which Table of Rates is filed in the City Engineer's Office.
4. Employment of Apprentices – The Contractor's attention is directed to California Labor Code sections 1777.5, 1777.6 and 1777.7 pertaining to employment of indentured apprentices, which are hereby incorporated by reference into this Contract. As applicable, the Contractor or any subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of sections 1777.5, 1777.6 and 1777.7.
5. Public Works Contractor Registration – In accordance with California Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this Division 2, Part 7, Chapter 1 of the Labor Code (commencing with Section 1720), unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. In accordance with Labor Code section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION D – GENERAL CONSTRUCTION DETAILS

1. Scope of Work – For all work on this project the Contractor shall furnish all labor, materials, tools, equipment, transportation, appliances and services required to completely execute the work as set forth on the drawings and in these specifications. The subdivision of these specifications into divisions is not intended to strictly set forth or limit the scope of any subcontractor and shall not relieve the Contractor of the responsibility for executing all work on the project as a whole.
2. Reference – Specific reference is hereby made to the State of California Standard Specifications, Department of Transportation, Division of Highways, 2022 edition; the EI

Dorado County Community Development Agency, Improvement Standards, current edition.

3. Pre-Construction Conference – The Contractor, Engineer, and other interested parties shall meet at a pre-construction conference to be scheduled after execution of the construction contract and prior to the start of construction. The purpose of this conference is to review job schedules, traffic control, affirmative action, and to discuss various other aspects of the work and to clarify procedures.

The Contractor shall submit the following to the Engineer by the date of the pre-construction conference:

- A. Detailed Construction Schedule for review and approval.
 - B. Detailed Traffic Control and Pedestrian Routing Plan for review and approval.
 - C. Erosion and Sediment Control Plan.
 - D. Any other material or required submittals for review and approval. All submittals shall be in writing.
 - E. "Notice" to homeowners and/or affected parties for review and approval.
4. Construction Schedule – The proposed construction schedule shall indicate the various subdivisions of work and the date of commencing and finishing of each. The Engineer, prior to the start of work, shall approve the form of the schedule. The schedule shall be considered as advisory to the Engineer of the Contractor's plans for completing the work within the Contract time and shall in no way be construed to operate as an agreement or guarantee by the Engineer, upon the acceptance of its form, of the Contractor's production. The Contractor shall be obligated to complete the work within the Contract time. At the Engineer's discretion, should the work not conform to the Contractor's progress schedule, the Engineer may request in writing a new schedule reflecting the work as currently progressing. The Contractor shall provide the new schedule within one week of the written request.
 5. Weekly Statement of Working Days – The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contract for the preceding week, the number of working days of time extensions approved, the number of working days originally specified for the completion of the Contract, and the number of working days remaining to complete the Contract. The Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

6. Verification of Conditions – The Contractor shall verify all existing conditions before commencing work. All discrepancies between the drawings and actual field conditions shall be immediately reported to the Engineer in writing who shall determine if modifications in the work are necessary. The Contractor shall not modify the work without prior authorization from the City.
7. Substitutions – Any substitutions of materials, equipment, construction methods, etc. from those noted in the drawings and specifications must be approved in writing by the Engineer prior (10 working days) to their use or application or installation in the field.
8. Underground Utilities – In accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities which are not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work, provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities. Contractor shall not be liable for liquidated damages or delays caused by the removal or relocating of utilities when such removal or relocations is the responsibility of the City or the owner of the utility pursuant to Government Code Section 4215.
9. Materials and Tests – All materials incorporated in the project shall meet the requirements of tests specified in the Standard Specifications and other minimum requirements specified herein or in these special provisions. Attention is directed to Section 6 of the Standard Specifications.

The Contractor shall furnish written laboratory reports from a reputable testing or inspection agency, or written certification from the manufacturer as to compliance with the Specifications as to the composition, durability and performance of all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal. Reference is made to the Technical Specifications for specific instructions.

These reports on any material must be submitted to the Engineer in writing and approved by the Engineer before incorporating that material in the work. All material shall be adequately identified by tags or other means as that material which has been tested and approved. Lack of proper identification shall be considered adequate cause for rejection of any material which cannot be properly inspected on the job.

The City reserves the right to make such additional inspections or tests as it may require prior to acceptance of any materials, and also reserves the right to reject any material previously approved because of serious defects or damage discovered subsequent to such approval. Any material rejected by the City shall immediately be removed from the job site, and no payment will be allowed therefor.

The Contractor shall bear the expense for all unsatisfactory tests and deductions will be made from any moneys due or to become due the Contractor, sufficient to cover the cost of the tests.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved for testing and sampling of material from any source shall be considered as included in the price paid for the contract item of work involving such material and no additional compensation will be allowed therefor.

10. City Furnished Materials – The City will furnish to the Contractor free of charge for use under these Specifications the materials specified as “City Furnished” in the Technical Specifications. Contractor shall furnish all other materials called for under this contract.
11. Sequence of Constructing to Maintain Traffic – Attention is directed to the Work Sequencing section of the Standard Specifications. Restriction of parking on the street will be permitted only when authorized by the Engineer.

The Contractor shall submit a detailed schedule of operations to the City for its review and approval prior to starting work on the project to enable the Engineer to ascertain that the intent of Section 10 of the Standard Specifications is being complied with and followed.

12. Obstructions – Attention is directed to the presence of water, fire alarms, telephone, sewer, drainage, gas lines, overhead utilities and underground power lines in the construction area.

The work shall be conducted as to permit utility companies to maintain their services without interruption.

Minor adjustments of pole lines, pipelines, and other public improvements may be undertaken by the owners of these improvements during the progress of the work. The Contractor shall cooperate with the owners of the improvements during the progress of the work. The Contractor shall cooperate with the owners of the improvements and shall so coordinate his work as to avoid damage to any of these improvements.

Abandoned utility pipelines and conduits, if encountered, shall be removed and disposed of off the job site by the contractor in accordance with the requirements of the Standard Specifications.

Full compensation for conforming to the requirements of this Section not otherwise provided for, shall be considered as included in the prices paid for the various contract items or work, and no additional allowance will be made therefor.

13. Contractor's Responsibility – The Contractor shall be completely responsible for the care and condition of the project improvements in their entirety until completion of the maintenance period and acceptance by the City. The Contractor shall provide all

watchmen, guards, and security devices, as he/she deems necessary. Also, the Contractor and all employees of the Contractor shall obey all applicable laws and City ordinances while performing work under this contract. Any fines assessed to the Contractor and all employees for not obeying the laws and ordinances of this City while performing work under this contract shall be the responsibility of the Contractor or employees to pay.

14. Construction Upon Private Property – The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

Construction on private property during overtime, weekend, holiday or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the Engineer.

Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall protect all on-site private improvements, not indicated for removal, from damage. On-site private improvements include but are not limited to trees, shrubbery, ground cover, structures, gates, fences, signs, utility facilities, and drainage facilities. If such objects are damaged, they shall be replaced, repaired and/or restored to a condition equal or better than when the Contractor entered upon the work, as determined by the Engineer. Any damaged materials deemed unsuitable by the Engineer shall become the property of the Contractor and shall be disposed of off the right of way, unless permitted by the City to be disposed of on the work site.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Replacement planting shall conform to the requirements in Section 20-4, "Plant Establishment Work," of the Standard Specifications.

No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

15. As-Built Drawings – Maintenance and submittal of Record Drawings by the Contractor shall be in accordance with Section 01770, "Close-Out Procedures" of these Specifications.

*****END OF SECTION*****

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**SECTION 00800
SUPPLEMENTARY CONDITIONS**

1.0 MODIFICATIONS TO THE SPECIAL PROVISIONS

- A. Time Allowed for Completion: In accordance with the provisions of Section 00700, Special Provisions,, the following milestone completions, substantial completion, and final completion contract times shall be completed within the number of consecutive working days from the date established in the Notice of Proceed for the commencement of Contract Time.

MILESTONES

Contractual Completion Event	<u>Completion Time</u>
Substantial Completion – Placement of new sewer main lines and service connections, sewer manholes, clean-outs, accepted by the City, and connected to the existing system. Existing facilities abandoned or removed (per plan and specifications). New sewer facilities in use, drainage improvements, and pavement restoration completed.	50 Working Days from Commencement
Final Completion	30 calendar days after Substantial Completion Notification

- B. Liquidated Damages: In accordance with the provisions of Section 00700, Special Provisions, for the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion in Section 00800-1.0A, Time Allowed for Completion, as modified by extensions of time granted by the City, it is understood and agreed by the Contractor and the City that the Contractor shall pay the City the damages listed below.

Milestone	Dollars Per Day Liquidated Damages
Substantial Completion	\$1,900
Final Completion	\$1,900

- C. Weather Days: No weather days are included as part of this project.
- D. Contract Administration: The following project representatives are hereby designated by the City:

Engineer: Cory Schiestel, Associate Civil Engineer
Consultant: Dave Richard, PE, Dewberry Engineers Inc.

All communications to and from the Contractor shall be routed through the City. Wherever the Contract Documents indicate that the Contractor shall contact or notify the Engineer, Architect, Geotechnical Engineer, Structural Engineer, etc., the Contractor shall route such communication through the City except when otherwise explicitly approved by the City.

2.0 LIABILITY AND INSURANCE

A. Insurance

1. Within ten (10) days after notice of award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Section 00700-Section B3E, Insurance and Liability, and submit coverage verification for approval by the City prior to the City's execution of the Contract. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability insurance shall be maintained for a minimum of one (1) year after final completion and acceptance of the Work.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor, except Builder's Risk Insurance, has been obtained and verified by the Contractor and submitted to the Engineer for the City's review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. The insurance liability limits specified in Section 00700-B3E, Insurance and Liability, shall also apply for all subcontractors listed in Section 00310, Proposal. The Contractor shall designate the required insurance liability limits for all other subcontractors.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A - :VII.

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

Contractor shall include all costs for insurance in its bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City and the Consultant, and their officers, officials, employees, agents and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City and Consultant and their officers, officials, employees, agents or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees, subcontractors, suppliers, vendors or materialmen, of any tier.

Commercial General Liability and Automobile Liability Insurance - This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for one (1) year after final completion and shall provide coverage on an occurrence basis. Coverage shall be at least as broad as ISO forms CG 0001 10 93 and CA 0001 12 93.

- a. Additional Insureds - The Commercial General Liability and Automobile Policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the City of Placerville, Dewberry Engineers Inc., and their officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of

Placerville, its officers, officials, employees, agents or volunteers; the Consultant and their partners, officers, officials, employees, agents and volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations. If an additional insured endorsement is used, it shall provide coverage as least as broad as either ISO form CG 20 10 11 85 or the combination of CG 20 10 10 01 plus 20 37 10 01.

- b. Amount of Coverage(General Contractor) - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$5,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage arising out of the Cityship, maintenance, or use of any owned or non-owned vehicles. The Commercial General Liability and Automobile Liability Coverages shall include per project aggregates in the above amounts equivalent to ISO form CG 25 03 11 85.
- c. Amount of Coverage, Subcontractors Listed in Proposal - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$5,000,000, and 5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident arising out of the Cityship, maintenance, or use of any owned or non-owned vehicles.
- d. Subcontractors – The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.
- e. Included Coverage - The above Commercial General Liability insurance shall also include the following coverages:

Premises - Operations

Independent Contractors

Products - Completed Operations

Personal Injury - (False Arrest, Libel, Wrongful Eviction, etc.)

Advertising Injury

Broad Form Property Damage, Including, Completed Operations

Separation of Insureds/Cross-Liability Provision

Duty to Defend all Insureds

Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement

Separate Aggregate - A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

XCU - (Explosion, Collapse, Underground Damage) XCU may be deleted when not applicable to operations performed by the Contractor or its subcontractors.

Blanket Contractual Liability

- f. Umbrella Policy - Contractor may use an umbrella or excess policy to meet the limits requirement of Section 00800-2.0A(1)(b). However, any such umbrella/excess policy must be approved by the City and maintain a A.M. Best Rating of no less than A - :VII.
 - g. Professional Liability Coverage - The Consultant shall maintain, for the entire duration of this contract, such errors and omissions insurance as shall protect it from claims based on negligent errors, or omissions, which may arise from the Consultant's operations under this contract, whether such operations be by the Engineer or by its employees, subcontractors, consultants or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000.
2. Workers' Compensation Insurance - In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the City, satisfies the City of the responsibility and capacity under the applicable Workers' Compensation

Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions and have Employers' Liability limits of \$1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the work of this Contract.

Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the Contract Workers' Compensation and Employer's Liability Insurance as required for all persons whom it employs or may employ in carrying out the work under this Contract. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers, and the Consultant and their agents, consultants and employees which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

3. Builder's Risk Insurance - Not Required
4. Contractor's Pollution Legal Liability – Not Required
5. Proof of Coverage - Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the City with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on general liability and automobile liability endorsement forms acceptable to the City. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the City before work commences. Except for the waiver of subrogation rights endorsements, as required under Section 00800-2.0A2 and Section 00800-2.0A3, no other endorsements are required for Workers Compensation or Builder's Risk Insurance. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects the City, the Consultant, and their officers, officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

6. Indemnification

- a. Contractor shall indemnify, defend with counsel acceptable to City and hold harmless to the full extent permitted by law, City, the Consultant, and their officers, officials, employees, agents and volunteers, (collectively "the Indemnified Parties"), from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:
 - 1) Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
 - 2) Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;
 - 3) Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents;
 - 4) Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
 - 5) Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied,

- made to the City or any other parties by the Contractor, its subcontractors, employees, or agents;
- 6) Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
 - 7) Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
 - 8) Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents, and;
 - 9) Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, subconsultants, and the officers, directors, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon.
 - 10) Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its agents, employees or privities pursuant to this Contract, whether or not there is concurrent negligence on the part of the Indemnified Parties.
- b. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said Indemnified Parties in enforcing the provisions of this Paragraph.
- c. The indemnification obligation under this Section 00800-2.0A6 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- d. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.
- e. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Contract.

- f. In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the City prior to commencement of the work on or about such property. Contractor also shall indemnify the City, the Consultant, and their officers, officials, employees, agents and volunteers, as provided above.
- 7. Injury or Illness Reports - The Contractor shall furnish the Engineer with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the work under this Contract. The Contractor shall also furnish the Engineer with a copy of the Employer's Report of injury involving any subcontractor on this project.
- 8. Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the Conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Indemnified Parties, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.
- B. Insurance During Guarantee Period: For all work the Contractor or its subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in force and be maintained for one (1) year after final completion.
- C. Third Party Insurance Requirements: Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the City in Section 00800, Supplementary Conditions, the requirement(s) providing the more protective coverage for both the City and the Third Party(ies) shall control and be purchased and maintained by Contractor.

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

All required third party insurance shall be submitted to the City at the same time Contractor submits all other contractually required insurance, which is no later than fifteen (15) days after Notice of Award, unless otherwise agreed to in writing by the City prior to this deadline.

Bidders are encouraged to contact the applicable local agency(ies) prior to Bid in determining all applicable permits, and related insurance requirements, for this Project.

3.0 SUBSTANTIAL COMPLETION

- A. Substantial Completion of the Project is required by Section 00700, Special Provisions. When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant Substantial Completion. Within 5 Working Days, the City and the Contractor must inspect the Work to determine the status of completion. If the City does not consider the entire Work, or a specific portion of the Work, substantially complete, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the entire Work, or a specific portion of the Work, substantially complete, the City will grant substantial completion. The counting of time for liquidated damages will cease for the entire Work, or a specific portion of the Work, on the date substantial completion is granted, but substantial completion does not bind the City to formal acceptance or relieve the Contractor of the responsibility for completing or correcting work. Unless otherwise specified in the Special Provisions, the entire Work, or a specific portion of the Work, will be considered substantially complete when all work depicted on the contract drawings and required by the Contract Documents has been performed, and the Work can be used for its intended purpose. Only minor corrective work will be allowed to be considered as punch list work. The City will provide a list of items to be completed or corrected (punch list) before Final Completion. The Contractor shall provide the level of effort and resources necessary to complete the punch list within 30 Calendar Days. Unless otherwise agreed to by the City, the City is authorized to perform the work if the Contractor fails to complete the punch list within 30 Calendar Days. Costs incurred by the City to correct defects or deficiencies, including loss of use, inspection and administrative costs, will be deducted from the final project payment via a deductive change order.

***** END OF SECTION *****

SECTION 01060 REFERENCES

1.0 CODES AND STANDARDS

- A. Whenever reference is made to a code or standard, it means the latest edition in effect the date that the Contract Documents are dated. Where codes, standards and reference documents are referred to in the Contract Documents, the Contractor may submit a written request to the Engineer for assistance in locating such documents. Within three days of receipt of such request, the Engineer will notify the Contractor as to where the document(s) can be reviewed.

2.0 DEFINITIONS OF WORDS AND TERMS

- A. Where used in the project manual, 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.

The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by the City, Engineer, or Consultant. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of the City, Engineer, or Consultant as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to City, Engineer, or Consultant any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the provisions of the Contract Documents.

Acceptance, Final Acceptance: Formal action of the City of Placerville's City Council in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God: "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

Agreement: The written instrument which is evidence of the agreement between City and Contractor covering the Work.

Allowance: "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents.

Application for Payment: The form acceptable to City's Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

Bidder: Any Individual, partnership, corporation, or a combination thereof, includes joint venturers who meet the requirements of the Contract Documents and offer a bid to perform the Work. The term "Successful Bidder" is the lowest responsible Bidder submitting a responsive Bid to whom the City (on the basis of City's evaluation as provided for in the Contract Documents) makes an award.

Bidding Documents: The Bidding Requirements and the proposed Contract Documents (including all Addenda).

City: Refers to the City of Placerville.

Clarification Letter: A Clarification Letter is issued by the Engineer to address the clarification of Contract issues raised by the Engineer or Consultant.

Claim: A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

Completion: The word completion shall indicate substantial completion. See Substantial Completion.

Consultant: The person or firm retained as the project design engineer to act as the City's agent on specified matters relating to this Contract and who has been designated to represent the City.

Contract: The entire and integrated written agreement between the City and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Change Order: A document which is signed as recommended by City's Representative, signed by Contractor, and signed by City Engineer, which authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

Contract Document: The words "Contract Documents" shall mean any or all of the following items, as applicable:

Notice Inviting Bids
Instructions to Bidders
Bid Form and Bid Schedule
Designation of Subcontractors
Agreement
Performance Bond
Payment Bond
Guaranty Bond
General Conditions
Supplementary General Conditions
General Requirements Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Field Orders
Permits

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price (also referred to as Contract Amount): The 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 bidding 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: The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineers's written recommendation of final payment.

Contractor: The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the City for the performance of the Work. The term "Contractor" means the Contractor or his authorized representative. The term "Contractor" also covers subcontractors,

subtier subcontractors, consultants, 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.

Corrective Work Item List: List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared by the Engineer and issued to the Contractor as an attachment to the response to the Contractor's notification of Substantial Completion.

County: Refers to the County or Counties where the Project is located.

Days: The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. The day shall be 24 hours measured from midnight to the next midnight.

Defective: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- A. does not conform to the Contract Documents, or
- B. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- C. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by City at Substantial Completion in accordance with the Contract Documents).

Direct: Action of the City or Engineer by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings. Also referred to as "Plans": That part of the Contract Documents consisting of the graphical and technical requirements of the Contract as included on the plan sheets. Drawings, or reproductions thereof, show the location, character, dimensions and details of the work to be done. Shop drawings and other Contractor submittals are not Drawings as so defined.

Engineer: The person or firm designated by the City with authority is defined in the Contract Documents. The Engineer to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Engineer may also furnish inspection services as provided by the Contract.

Engineer Field Directive: Written documentation of the actions of the City or Engineer in directing the Contractor. Also referred to as a Directive.

Field Order: A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis or a lump sum cost agreed to between City and Contractor.

Final Completion: The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as certified by the City.

Final Inspection List: List of materials, equipment, workmanship, or administrative requirements which are not in conformance with the Contract. The list shall be prepared by the Engineer and submitted to the Contractor following the Contractor's notice of completion of the Work, including all items on the Punch List.

Furnish: The word "furnish" when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

General Conditions: Documents 00700, Special Provisions, and 00800, Supplementary Conditions, which form the part of the Contract Documents representing the general clauses that establish how the Project is to be administered.

Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906) as amended from time to time.

Herein: Refers to information presented in the Contract Documents.

Holidays: Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Install: The work "install" when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment, complete and ready for intended use.

Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

May: "May," wherever or in whatever manner used, refers to permissive actions.

Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.

Notice of Award: The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, City will sign and deliver the Agreement.

Notice of Completion: A form signed by the Engineer recommending to the City that the Work is 100% complete, including completion and acceptance of all punch list corrections and fixing the date of the Final Completion. After acceptance of the Work by the City Council, the form is signed by the City Engineer, and filed with the County Recorder.

Notice to Proceed: A written notice given by City to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

Owner: The word "Owner" refers to the City of Placerville, the governing body of which is termed the "City Council" or "Council". The word "Owner" shall also mean "City".

Owner Representative: The person designated in writing by the City to act as its agent on specified matters relating to this Contract. The Owner's Representative is an employee or agent of the City who has been designated to represent the Owner.

Paragraph: For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Perform: Refer to "Provide."

Person: The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Plans: See "Drawings."

Progress Schedule: A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

Project: The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof as indicated elsewhere in the Contract.

Project Manual: The bound documentary information prepared for bidding and constructing the work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the Table of Contents.

Provide: The words “provide” or “perform,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in context clearly requiring an obligation of Contractor, “provide” is implied.

Punch List: List of incomplete items of Work, incomplete administrative requirements and items of Work which are not in conformance with the Contract, prepared by the Engineer and issued to the Contractor as an attachment to the Certificate of Substantial Completion.

Request for Information: Also referred to as “Request for Clarification”. A Request for Information (RFI) is issued by the Contractor to the Engineer requesting additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. An RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

Request For Proposal: A request for a proposed cost made to the Contractor by the City to add, delete or change the Work. RFP's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work. RFP's may also be referred to as “Request for Quotation”.

Salvage: All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction site by the Contractor. The exact location to stockpile items shall be determined by the Engineer. The Engineer shall then make a determination as to which items are to be retained by the City. All other items shall be properly disposed of at no additional cost to the City.

Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Submittals: A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values: A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Shall: Refers to actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Shop Drawings (Submittals): Shop drawings (submittals) are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

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

Site: Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

Specifications: That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

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

State of California Specifications: The State of California Department of Transportation Standard Specifications in effect at the date of Section 00020, Notice to Bidders. Also referred to as Standard Specifications and Caltrans Standard Specifications.

Stop Notice: A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the City.

Subcontractor: A subcontractor is a person or entity who has a direct contract with the Contractor or a sub-tier subcontractor who has a direct contract with a subcontractor to perform any of the Work associated with the Project. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals: The information which is specified for submission to the Engineer in accordance with the Contract Documents.

Substantial Completion: Sufficient completion of the project or the portion thereof to permit a utilization of the project. Determination of substantial completion is

solely at the discretion of the City. 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 the City puts into service, the Project or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor: A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work associated with the Project. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as sub-tier-subcontractor.

Supplier: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Surety: The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Underground Facilities: All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Unit Price Work: Work to be paid for on the basis of unit prices.

Utility: Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

Will: See definition of "Shall".

Work: Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

Work Day: A working day is defined as any day, except Saturdays, Sundays and City Legal Holidays, unless approved by the City. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and City Legal Holidays)

shall be verified and approved by the City at least 72 hours in advance. The City shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

3.0 ABBREVIATIONS

- A. Interpret abbreviations by context in which abbreviations are used. Abbreviations for standards and organizations used in the Contract Documents are defined as described in the contract plans and as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ABC	Associated Air Balance Council
ABPA	Acoustical and Board Products Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffuser Council
AEIC	Association of Edison Illuminating Companies
AFBMA	Antifriction Bearing Manufacturers Association
AFPA	American Forest & Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
AMG	American Masonry Guild
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREMA	American Railway Engineers and Maintenance-of-Way Association
ARI	American Refrigeration Institute
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASAHC	American Society of Architectural Hardware Consultants

ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	See RTI
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BSI	Building Stone Institute
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Dept. of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CDA	Copper Development Association
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CPSC	U.S. Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Department of Commerce)
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
ETL	Electronic Testing Laboratory
Fed Spec	Federal Specification

FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association
FHWA	Federal Highway Administration
FIA	Factory Insurance Association
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
GO 95	General Order No. 95 CA PUC rules for overhead electric line construction
HEI	Heat Exchange Institute
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IAPMO	International Association of Plumbing and Mechanical Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IBC	International Building Code
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers Standardization Society of Valve and Fitting Industry
NAAMM	National Association of Architectural Metals Manufacturers
NACE	NACE International
NAPA	National Asphalt Pavement Association
NBHA	National Builders Hardware Association
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBS	See NIST
NCSPA	National Corrugated Steel Pipe Association
NCMA	National Concrete Masonry Association
NEBB	National Environmental Balancing Bureau

NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology (formerly NBS)
NLA	National Lime Association
NPC	National Plumbing Code
NPCA	National Paint and Coatings Association
NPT	National Pipe Thread
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	NSF International (formerly National Sanitation Foundation)
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PUC	California Public Utilities Commission
PS	Product Standard
RIS	Redwood Inspection Service
RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SI	Système International des Unités (International System of Units)
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricators Association
SPI	Society of the Plastics Industry
SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	SSPC: The Society for Protective Coatings
UBC	Uniform Building Code (ICBO)
UL	Underwriters' Laboratories

USBR	U.S. Bureau of Reclamation
VA	Vermiculite Association
WCLA	West Coast Lumberman's Association
WCLIB	West Coast Lumber Inspection Bureau
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WPOA	Western Plumbing Officials Association
WSCP	Western States Clay Products Association
WWPA	Western Wood Products Association

B. Abbreviations used in Specifications are:

a	year or years (metric unit)
A	ampere or amperes
am	ante meridian (before noon)
ac	alternating current
ac-ft	acre-foot or acre-feet
atm	atmosphere
AWG	American Wire Gauge
bbl	barrel or barrels
bd	board
bhp	brake horsepower
bil gal	billion gallons
BOD	biochemical oxygen demand
Btu	British thermal unit or units
Btuh	British thermal units per hour
bu	bushel or bushels
C	degrees Celsius
cal	calorie or calories
cap	capita
cd	candela or candelas
cfm	cubic feet per minute
Ci	curie or curies
cm	centimeter or centimeters
cmu	concrete masonry unit
CO	carbon monoxide
Co.	Company
CO ₂	carbon dioxide
COD	chemical oxygen demand
Corp.	Corporation
counts/min	counts per minute

cu	cubic
cu cm	cubic centimeter or centimeters
cu ft	cubic foot or feet
cu ft/day	cubic feet per day
cu ft/hr	cubic feet per hour
cu ft/min	cubic feet per minute
cu ft/sec	cubic feet per second
cu in	cubic inch or inches
cu m	cubic meter or meters
cu yd	cubic yard or yards
d	day (metric units)
day	day (English units)
db	decibels
DB	dry bulb (temperature)
dc	direct current
diam	diameter
DO	dissolved oxygen
DS	dissolved solids
emf	electromotive force
fpm	feet per minute
F	degrees Fahrenheit
fc	foot-candle or foot candles
ft/day	feet per day
ft/hr	feet per hour
ft/min	feet per minute
ft/sec	feet per second
g	gram or grams
G	gravitational force
gal/day	gal gallon or gallons
gal/min	gallons per day
gal/sec	gallons per minutes
g/L	gallons per second
gpd	grams per liter
gpd/ac	gallons per day
gpd/cap	gallons per day per acre
gpd/sq ft	gallons per day per capita
gph	gallons per day per square foot
gpm	gallons per hour
gps	gallons per minute
h	gallons per second
h	hour or hours (metric units)

ha	hectare or hectares
hp	high point
hp	horsepower
hp-hr	horsepower-hour or horsepower-hours
hr	hour or hours (English units)
Hz	hertz
ID	inside diameter
ihp	indicated horsepower
Inc.	Incorporated
inch	inch
inches	inches
inches/sec	inches per second
J	joule or joules
k	kips
K	kelvin
K	thermal conductivity
kcal	kilocalorie or kilocalories
kcmil	thousand circular mils
kg	kilogram or kilograms
km	kilometer or kilometers
kN	kilonewton or kilonewtons
kPa	kilopascal or kilopascals
ksi	kips per square inch
kV	kilovolt or kilovolts
kVA	kilovolt-ampere or kilovolt-amperes
kW	kilowatt or kilowatts
kWh	kilowatt hour
L	liter or liters
lb/1000 cu ft	pounds per thousand cubic foot
lb/acre-ft	pounds per acre-foot
lb/ac	pounds per acre
lb/cu ft	pounds per cubic foot
lb/day/cu ft	pounds per day per cubic foot
lb/day/acre	pounds per day per acre
lb/sq ft	pounds per square foot
lin	linear, lineal
lin ft	linear foot or feet
lm	lumen or lumens
log	logarithm (common)
ln	logarithm (natural)

lx	lux
m	meter or meters
M	molar (concentration)
mA	milliampere or milliamperes
max	maximum
mCi	millicurie or millicuries
meq	milliequivalent
μF	microfarad or microfarads
MFBM	thousand feet board measure
mfr	manufacturer
mg	milligram or milligrams
mgd/ac	million gallons per day per acre
mgd	million gallons per day
mg/L	milligrams per liter
μg/L	micrograms per liter
μm	micrometer or micrometers
mile	mile
mil. gal	million gallons
miles	miles
min	minimum
min	minute or minutes
MLSS	mixed liquor suspended solids
MLVSS	mixed liquor volatile suspended solids
mm	millimeter or millimeters
mol wt	molecular weight
mol	mole
Mpa	megapascal or megapascals
mph	miles per hour
MPN	most probable number
mR	milliroentgen or milliroentgens
Mrad	megarad or megarads
mV	millivolt or millivolts
MW	megawatt or megawatts
N	newton or newtons
N	normal (concentration)
No.	number
Nos	numbers
NRC	noise reduction coefficient
NTU or ntu	Nephelometric Turbidity Units
oc	on center
OD	outside diameter

ORP	oxidation-reduction potential
OT	ortho-tolidine
OTA	ortha-tolidine-arsenite
oz	ounce or ounces
oz/sq ft	ounces per square foot
Pa	pascal or pascals
pl	plate or property line
pm	post meridiem (afternoon)
ppb	parts per billion
ppm	parts per million
ppt	parts per thousand
psf/hr	pounds per square foot per hour
psf	pounds per square foot
psi	pounds per square inch
psia	pounds per square inch absolute
psig	pounds per square inch gauge
PVC	polyvinyl chloride
qt	quart or quarts
R	radius
R	roentgen or roentgens
rad	radiation absorbed dose
RH	relative humidity
rpm	revolutions per minute
rps	revolutions per second
s	second (metric units)
S	Siemens (mho)
SDI	sludge density index
sec	second (English units)
SI	International System of Units
sp	static pressure
sp gr	specific gravity
sp ht	specific heat
sq	square
cm ² or sq cm	square centimeter or centimeters
sq ft	square feet or foot
sq inch	square inch
sq inches	square inches
km ² or sq km	square kilometer or kilometers
m ² or sq m	square meter or meters
mm ² or sq mm	square millimeter or millimeters

sq yd	square yard or yards
SS	suspended solids
STC	Sound Transmission Class
SVI	sludge volume index
TDS	total dissolved solids
TKN	total Kjeldahl nitrogen
TLM	median tolerance limit
TOC	total organic carbon
TOD	total oxygen demand
TOW	top of weir
TS	total solids
TSS	total suspended solids
TVS	total volatile solids
U	U Factor/U Value
U	Coefficient of Heat Transfer
U	heat transfer coefficient
UNS	Uniform Numbering System
US	United States
V	volt or volts
VA	volt-ampere or volt-amperes
W	watt or watts
WB	wet bulb
wg	water gauge
wk	week or weeks
wt	weight
yd	yard or yards
yr	year or years (English unit)

C. Abbreviations used on Drawings: As listed on Drawings or in Specifications.

D. Symbols used in Specifications:

:	“shall be” or “shall”-where listed within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit

°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	Inch (inches)
‘	foot (feet)
@	At
©	Copyright
®	Registered
™	Trademark
±	Plus and Minus tolerance
≠	not equal to

E. Symbols, used only on Drawings, are indicated thereon.

*****END OF SECTION*****

**SECTION 01090
REGULATORY REQUIREMENTS AND PERMITS**

1.0 APPLICABLE CODES

- A. See Technical Specifications for Applicable Codes.

2.0 FEES AND PERMITS

- A. Summary: Contractor shall comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by any local, state, or federal agencies to perform work, construct, erect, test and start up of any equipment or facility for this Contract. The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as being obtained and paid for by the City shall be included in the Contractor's Bid price. The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA.

The Contractor shall post at the site of Work all required permits as stipulated by the respective regulatory agency.

- B. Local Agency and Building Code Fees and Permits: The City is not responsible for any local agency or utility permits required for temporary facilities during construction such as field office trailers and temporary electrical service for construction operations. Obtaining all such permits and the costs associated with such permits are the responsibility of the Contractor and shall be included in the Contractor's Bid Price.
- C. Encroachment Permit: The Contractor is responsible for preparing, having approved, and implementing a project TCP and being in compliance with all other provisions required by the City encroachment permit. The traffic control plan shall be prepared by the Contractor and will require City Approval. Refer to Section 02060, Temporary Traffic Control, regarding submittal for traffic control plans. The Contractor is also made aware that the project will require the Contractor to apply for a City encroachment permit. Fees will be waived; however, all conditions of the permit will apply.
- D. Construction Water: Contractor shall obtain a water use permit for construction water from the City of Placerville and be responsible for obtaining a construction meter from the City and paying the construction meter deposit fee of one thousand twenty-five dollars (\$1,025). The monthly rental fee and usage fee will be waived provided the Contractor, at the City's opinion, utilizes the construction water beneficially and for the sole purpose of the project.

3.0 STORM WATER QUALITY CONTROLS

- A. General: The 1972 amendments to the Federal Water Pollution Control Act established the National Pollutant Discharge Elimination System (NPDES) permit program to control discharges of pollutants from point sources. The 1987 amendments to the Clean Water Act (CWA) created a new section of the CWA devoted to storm water permitting (Section 402(p)). The EPA has delegated permitting authority to the State Water Resources Control Board (SWRCB). The SWRCB issues both general and individual permits. Construction activities are regulated under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity (General Permit) provided the total amount of ground disturbance during construction is greater than or equal to 1 (one) acre. The appropriate Regional Water Quality Control Board (RWQCB) enforces the General Permit. Coverage under a General Permit requires the submission of a Notice of Intent (NOI) with the appropriate fee, annual compliance reports, a Notice of Termination (NOT) and preparation of a storm water pollution prevention plan (SWPPP).

Construction activity includes, but is not limited to: clearing, grading, demolition, and excavation, construction of new structures, pipelines and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. This includes construction access roads, staging areas, storage areas, stockpiles, and any off-site areas which receive run-off from the construction project such as discharge points into a receiving water.

If a violation of the permit is due to the Contractor's actions or inactions and a fine is assessed, the Contractor shall be responsible for the fine.

- B. Projects Disturbing Less Than 1-Acre: This project has been determined by the City to disturb less than 1-acre; therefore, a NOI, SWPPP, and NOT are not required. The Contractor shall comply with the following requirements for projects disturbing less than 1-acre.

1. General – the Contractor shall perform water pollution control work in conformance with the requirements in the Section 303 of the Clean Water Act, the Water Quality Control Plan for the Sacramento River Basin (Central Valley Regional Water Control Board 1998) and in the El Dorado County Stormwater Quality Ordinance.

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

- a. Rules and regulation
- b. Implementation and maintenance for:
 1. Temporary Soil Stabilization
 2. Temporary Sediment Control
 3. Tracking Control
 4. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of

qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

- a. Must have attended State Water Resources Control Board sponsored or approved Qualified SWPPP Practitioner training as described at State Water Resources Control Board web site.
- b. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

- a. Responsible for water pollution control work.
- b. The primary contact for water pollution control work.
- c. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the Water Pollution Control Program (WPCP) and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

2. Water Pollution Control Program – The Contractor shall submit a Water Pollution Control Program (WPCP) to the City for approval. The WPCP shall conform to the requirements in the Clean Water Act and these special provisions.

The WPCP shall include water pollution control practices:

- a. For storm water and non-storm water from areas outside of the job site related to construction activities for the contract such as:
 - 1) Staging areas
 - 2) Storage yards
 - 3) Access roads
- b. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

- a. Describes when work activities that could cause water pollution will be performed.
- b. Identifies soil stabilization and sediment control practices for disturbed soil area.
- c. Includes dates when these practices will be 25, 50, and 100 percent complete.
- d. Shows 100 percent completion of these practices before the rainy season.

The WPCP shall include the following water pollution control practices and their associated contract items of work as shown on the plans or specified in these special provisions:

- a. Temporary Soil Stabilization
- b. Temporary Sediment Control
- c. Tracking Control
 - 1) Stabilized Construction Entrance/Exit
- d. Wind Erosion Control

- e. Non-Storm Water Management
- f. Waste Management and Materials Pollution Control
 - 1) Concrete Waste Management
- g. Final Stabilization Measures

Within 5 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the City. The Contractor shall allow 5 days for the City's review. If revisions are required, the City will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 5 days of receipt of the City's comments. The City's review will resume when the complete WPCP is resubmitted. When the City approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the City. The Contractor may proceed with construction activities if the City conditionally approves the WPCP while minor revisions are being completed.

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the City. The City's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the City for review within a time agreed to by the City not to exceed the number of days specified for the initial submittal of the WPCP. The City will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the City or requested in writing by the Contractor and approved by the City, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. No additional compensation will be made by the City for modifications and/or additions to the WPCP.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the City.

- 3. Implementation Requirements – The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Standard Specifications 13-2.

If the Contractor or the City identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately,

unless an agreed date for correction is approved in writing by the City. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the City may correct the deficiency and deduct the cost of correcting deficiencies from payments.

- a. Year Round – The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the City. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

- b. Rainy Season – Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 15 and April 15.

The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days before the start of the rainy season.

4. Inspection and Maintenance – The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:
 - a. Before a forecasted storm,
 - b. After precipitation that causes site runoff,
 - c. At 24-hour intervals during extended precipitation,
 - d. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
 - e. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the City. A copy of the completed site inspection checklist shall be submitted to the City within 24 hours of finishing the inspection.

5. Reporting Requirements – If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing pollution or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City. The Contractor shall submit a written report to the City within 7 days of the

discharge, notice, or order. The report shall include the following information:

- a. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.
- b. The water pollution control practices used before the discharge, or before receiving the notice or order.
- c. The date of placement and type of additional or altered water pollution control practices placed after the discharge or after receiving the notice or order.
- d. A maintenance schedule for affected water pollution control practices.

4.0 DEWATERING

- A. Construction dewatering in El Dorado County is regulated by the California Regional Water Quality Control Board - Central Valley Region. In May of 2013, the Central Valley Region adopted Waste Discharge Requirements Order No. R5-2013-0074 and National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 to regulate construction dewatering. Should the Contractor need to control groundwater by dewatering, depressurization of water bearing soil and rock formations, dispose of testing/flushing water and/or dewater the pipeline for abandonments or tie-in purposes the Contractor must apply for coverage under and comply with this NPDES Permit, or any updated NPDES Permit, and all other laws and regulations having jurisdiction over construction dewatering. The Contractor is responsible for obtaining all permits from agencies with control over all dewatering matters including well installation/abandonment, water discharge, use of existing storm drains and natural water sources. Contractor can download a complete copy of Order No. r5-2013-0074 on the internet site:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

The Contractor will be held responsible for any fines or penalties from regulatory agencies resulting from its dewatering system.

Before dewatering is commenced, the Contractor shall obtain acceptance of the Engineer for the method, installation, monitoring, testing, removal, discharge point(s) and other system details of the Contractor's proposed dewatering system. To that end, the Contractor is to submit to the Engineer a complete dewatering plan prepared and signed by a Professional Engineer registered in California.

*****END OF SECTION*****

SECTION 01110 SUMMARY OF WORK

1.0 THE WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Construction and completion of approximately 550 LF of backyard 6-inch fusible PVC sewer main by pipe bursting, 250 LF of new 6-inch SDR-26 sewer main by trenching within Hocking Street, ten sewer lateral connections, two new flusher branch cleanouts, two 48-inch sewer manholes, coring into two existing manholes, abandonment of existing 6-inch sewer main, sewer point repairs, paving, Type 2 slurry seal, and drainage improvements. Work includes, but is not limited to: pipe bursting, soil excavation, rock excavation, backfilling and compaction, concrete, pipefitting, pipe abandonment, manhole removal and replacement, connections to existing City facilities, site restoration, patch paving and trench paving, sewer bypass pumping, and all other work required in the Contract drawings. The contractor shall be Class "A" licensed.
- B. The Contractor shall provide all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, services, and other means of construction necessary or proper for performing and completing the Work specified in the Contract Documents. The Contractor shall perform and complete the work in the best manners that promote rapid and efficient construction activities consistent with safety of life and property, to the satisfaction of the Engineer, and in strict accordance with the Contract Documents.
- C. The Contractor shall comply with all codes, ordinances, regulations, orders, and other legal requirements of public authorities having bearing on the performance of the Work.

2.0 LOCATION OF PROJECT

- A. The Work is located in the City of Placerville, California, on Hocking Street, between Mosquito Road and Immigrant Ravine as identified in the contract drawings.

3.0 CITY ASSIGNED SUBCONTRACTORS AND EQUIPMENT SUPPLIERS

- A. Assignment of Subcontractors and Equipment Suppliers by the City is not anticipated.

4.0 CITY FURNISHED EQUIPMENT

- A. City will furnish the following products: None

5.0 ACTIVITIES BY OTHERS

- A. City, utilities, residents, and others may perform activities within Project area while the Work is in progress.

- B. Schedule the Work with City, utilities, residents, and others to minimize mutual interference.
- C. Activities by others which may affect performance of work include:
 - 1. Normal daily operation of the existing facilities by City's personnel.
 - 2. Ingress and egress to private properties by residents.
- D. Cooperate with others to minimize interference and delays.
 - 1. When cooperation fails, submit recommendations and perform Work in coordination with work of others as directed.

6.0 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor and require each subcontractor to maintain schedules and coordinate modifications.

7.0 CONTRACTOR STAGING AREAS

- A. The Contractor may stage in the 50 ft wide Public Utility Easement (PUE) on the EID owned parcel west and adjacent to the Hocking Street backyard fences, or may privately arrange another staging location, if necessary. In the staging area is a shallow 2-inch water service and a 6-inch private sewer main that must be located and protected in place. The Contractor shall avoid crossing these utilities with vehicles. An agreement to Enter and Stage is included in these specifications (Appendix C).
- B. Contractor is responsible for all stormwater pollution control measures required for staging areas.
- C. The Contractor shall submit pre-construction photographs of the staging area. The contractor shall restore the staging area to pre-construction conditions prior to receiving payment for demobilization.

*****END OF SECTION*****

SECTION 01140 WORK RESTRICTIONS

1.0 GENERAL SEQUENCING AND CONSTRAINTS

- A. Work Sequence and Constraints described hereinafter are critical events in work sequence which are presented to underscore the importance of proper sequencing, scheduling and coordination. The work sequence and constraints presented do not describe all items affecting the completion of the Work, but are intended to describe important events necessary to minimize disruption of the existing facilities.

2.0 INTERRUPTION OF SEWER SERVICE

- A. General Requirements: The Work shall be bid, scheduled and constructed in such a manner as to result in the least possible disruption to the existing customers. Sewer service shall be restored to all residences by the end of each work day. Modifications that affect or may affect sewer service to existing residences shall not be made without first obtaining written or explicit verbal permission from the Engineer.

In the event that the Contractor's efforts to re-establish sewer service to a property exceed the time constraints above, the Contractor shall be responsible for providing hotel accommodations to the residents of the home at no additional cost to the City or the residents until the permanent sewer service can be re-established. Hotel accommodations furnished by the Contractor are subject to approval of the City.

The Contractor shall provide adequate temporary pumping and piping facilities to properly clear the work areas as necessary of water and/or sewage. The Contractor shall clean the work areas as required to perform the work.

Shutdown and isolation of existing facilities as specifically provided for in the Contract Documents, will be performed by City personnel unless otherwise authorized by the City.

Prior to any shutdown all materials, fittings, supports, equipment and tools shall be on the site and all necessary skilled labor scheduled prior to starting any connection work.

Planned utility service shutdowns to any service shall be accomplished during periods of minimum use. In some cases this will require night or weekend work, which shall be at no additional cost to the City. The Contractor shall program work so that service will be restored in the minimum possible time and shall cooperate with the City and utility owner in reducing shutdowns of the utility to a minimum. No utility shall be disconnected without prior written approval from the utility owner and Engineer. When it is necessary to disconnect a utility, the Contractor shall give at least two (2) weeks' notice to the utility owner and to the Engineer for approval of the proposed schedule.

The Contractor shall note that only certain structures, tie-ins and constraints are addressed in this section. All work, whether or not addressed here, shall be governed by applicable parts of this section, and schedules and procedures further submitted for approval.

- B. Outage Submittal Requirements: The Contractor shall submit to the Engineer a detailed outage plan and time schedule for operations at least two (2) weeks prior to the need for outage. Note that this will require a significant effort, including meeting with each affected residence (if necessary) and the City Inspector to discuss the planned outage time frames and their individual needs.

The detailed plan shall meet the restrictions and conditions found in the Contract Documents. The outage plans shall be coordinated with the construction schedule and shall meet the Contractor's planned method; the length of time required to complete said operation. In addition, the outage plan shall describe the Contractor's contingency plan that shall be initiated in the event that its temporary facilities fail or it becomes apparent that the time constraints described in the approved outage plan cannot be met. The contingency plan shall conform to all specified outage requirements. All costs for preparing and implementing both the outage and contingency plans shall be borne by the Contractor.

If a meeting is requested by any utility owner, the Contractor shall attend a meeting with the Engineer and utility owner one (1) week before the scheduled outage to review the plan. Any changes to the plan must be approved by the Engineer prior to the outage.

- C. Property Owner Notification: The Contractor shall produce, print, and distribute door hangers and/or mailers a minimum of ten (10) working days and again twenty-four (24) hours in advance of performing the sewer line replacement. Contractor shall submit samples of the notifications to the City for approval. At a minimum, the notification shall be printed on the Contractor's letter head, include the Contractor Foreman's contact number, the schedule (days and hours) when the work will be performed and sewer service outage will occur, and possible expectations when the new service is activated. No additional compensation will be made for notification reproduction and distribution cost should the Contractor's schedule change.
- D. Work Constraints, Sequencing and Planned System Outages Specific to this Project: Contractor shall provide adequate time within their schedule to apply for and obtain approval of the City construction encroachment permit for work within the Contract area.

Contractor shall coordinate all work on private property with the property owner and the Engineer. The Contractor shall be responsible for coordinating with each property owner. Contractor shall ensure that access to the property for the owner is maintained at all times. For properties where the landscape or structures are disturbed during service reconnection, the Contractor shall return all disturbed landscape and structures to original condition. If any shrubs or trees are affected, every effort shall be made to preserve the existing plant and replant it. If unable to do so, the Contractor shall provide a similar plant in

coordination with the property owner and Engineer. This restoration work shall be done before moving on to another location.

All property restoration shall be done to the reasonable satisfaction of the property owner. The Contractor is responsible for providing proof of property owner satisfaction prior to substantial completion of the project (signatures shall be provided).

Contractor shall ensure that access is provided to property owners at all times and that every effort is made to minimize delays to property owners. The Contractor shall coordinate their schedule to provide for continuous bus access, delivery of mail and packages and garbage pickup, as well as emergency services.

- E. Work By Others: In the event of a utility break (such as gas, electric, phone, cable, sewer or other) the Contractor shall immediately contact the utility to coordinate inspection and repair of the damaged facility. The owner of the respective utility must be contacted and approve of any repairs made.

3.0 OTHER WORK RESTRICTIONS AND COORDINATION REQUIREMENTS

- A. Work Hours: Work hours shall conform to all applicable Federal, State, County, and local laws, ordinances, and codes applicable to the work. Where any of these laws are in conflict, the more stringent requirements shall be followed.

All work shall be performed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. This restriction includes deliveries of materials and equipment and servicing of construction equipment on the project site. Any work outside this time frame shall be allowed only with prior written permission from the Engineer. The actual time the City's personnel or Engineer spend working outside this time frame shall be billed to the Contractor at the personnel's standard charge out rate. Any work designated to have a special time frame shall be so noted on the Plans and/or elsewhere in these Specifications and shall be excluded from this reimbursement.

Should the Contractor perform work outside of the standard hours, Monday through Friday without the City's written permission, the City will charge the Contractor, as a penalty, five hundred dollars (\$500.00) for each infraction. This charge will be deducted from the next progress payment due Contractor.

Each and every day the Contractor is not going to perform any work, the Contractor shall by 9:00 a.m. review the entire site, considering all situations, and leave a message at the City that the site has been reviewed and the site is secure. Should any mitigation be necessary, the Contractor should also advise the Engineer.

- B. Existing Utilities: A minimum of 48 hours in advance of excavation activities, the Contractor shall contact the following parties to ascertain and verify the existence and location of utility lines and facilities and shall coordinate all work in accordance with the information obtained from such inquiries in order to prevent damage to such lines and facilities:

Underground Service Alert (USA) (1-800-642-2444)

Prior to conducting any excavation, the Contractor shall contact the appropriate regional notification center as required by Government Code Section 4216. In accordance with Government Code Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities.

All sewer crossings shall conform to the State Division of Drinking Water regulations for water/sewer separation and materials. Cost for special pipeline materials to meet State Division of Drinking Water regulations, and repair of services damaged shall be included in the cost of the bid items to which the work is appurtenant. No separate payment will be made.

The Engineer or his representative has endeavored to determine the existence of utilities at the work site 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 Plans. The service connections to these utilities may not be shown on the Plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the work site.

- C. Trench Excavation: In all public areas, the maximum length of trench excavation opened shall not exceed 200-feet or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. No trench in public areas shall be left open at night or during periods when the Contractor is not at the site of work. Trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as required by the City. Use of trench plates shall be kept to a minimum in order to allow for the subsequent continuation of work. No more than two trench plates are to be used at one time. All other areas to be backfilled on a daily basis.
- D. Final Pavement: In the event that final pavement and/or the overlay cannot be performed by October and/or the City determines that temperatures are not adequate the Contractor shall provide paving the following Spring at no additional cost to the City.

*****END OF SECTION*****

SECTION 01160 FIELD ENGINEERING

1.0 DATUM

- A. Vertical and horizontal datum are based on the coordinates and benchmarks shown on the Plans or as provided by City prior to the start of construction. The Contractor is to locate and protect City furnished control points prior to starting the Work and preserve control points during construction. The Contractor shall re-establish all control points disturbed by its operations at no cost to the City.
- B. The Contractor shall establish other vertical and horizontal control from these City furnished reference points as required to properly layout and construct the Work. All connections shall be installed based on actual elevations of existing structures to which connections are made.
- C. The Contractor's layout shall be based upon existing structures and the vertical and horizontal datum established by the City.
- D. The Contractor shall be responsible for the preservation of all existing survey monuments or permanent benchmarks. Any monuments or benchmarks disturbed or destroyed by Contractor shall be referenced and replaced by a licensed land surveyor. A corner record or record of survey, as appropriate, shall be filed by the licensed land surveyor as required by the Land Surveyor's Act with the appropriate local government agencies.

2.0 QUALITY ASSURANCE

- A. The Contractor's Surveyor shall be a land surveyor registered in California or civil engineer qualified and licensed in California with at least five (5) years surveying experience of similar projects.
- B. Dimensions for all existing structures, piping, paving, and other nonstructural items are taken from the available information during the City's planning and design. The Contractor shall field verify all dimensions and conditions in advance of any construction in the area. Any discrepancy between the field survey by the Contractor and the information indicated in the Contract Documents shall be immediately brought to Engineer's attention by written notification. In all questions arising as to proper location of lines and grades, the Engineer's decision will be final.
- C. Accuracy of the Contractor's stakes, alignments and grades may be periodically and randomly checked by the Engineer. If requested by Engineer, the Contractor shall supply field labor as required, at no extra charge to City, to aid and assist the Engineer in checking location and grades of the work as set by the Contractor. This shall include postponing parts of the Work affected by survey check, moving materials and equipment that interfere with a clear line of sight between horizontal control points and the construction work. The

Contractor is not to assume that Engineer's check substitutes or complements the Contractor's required field quality control procedures. The Engineer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit convenient checking of the work.

3.0 PROJECT SURVEY REQUIREMENTS

- A. The Contractor shall furnish at his own expense, such stakes, equipment, tools, materials, and all labor as required in laying out any parts of the work from the base line and benchmarks shown on the plans. The Contractor shall perform construction staking as necessary to control the work. Furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor at the pre-construction conference for use in performing construction staking.

3.1 SUBMITTALS

- A. Contractor to furnish Engineer one copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.

4.0 RECORD DOCUMENTS

- A. The Contractor is to prepare, maintain and submit Record Documents as specified in SECTION 01770, Closeout Procedures. The Contractor's land surveyor is to affix his signature and registration number to applicable record drawings certifying the accuracy of lines and grades shown.

*****END OF SECTION*****

SECTION 01200 MEASUREMENT AND PAYMENT

1.0 MEASUREMENT AND PAYMENT

- A. General: Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, Special Provisions (General Conditions), and Supplementary Conditions.
- B. Units of Measurement: Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.
- C. Certified Weights: When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.
- D. Methods of Measurement
 - 1. Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved or the description of Bid Items found in Section 2.2 herein. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.
 - 2. Material not used from a transporting vehicle shall be determined by the Engineer and deducted from the certified tag.
 - 3. When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Engineer in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.
 - 4. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.
 - 5. Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Engineer; or material remaining on hand after completion of the Contract, will not be paid for

and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2.0 DESCRIPTION OF BID ITEMS

- A. Summary: The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work item. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.
- B. Description of Bid Items

ITEM 1 – MOBILIZATION/DEMOBILIZATION

- A. Paid by Lump Sum on a Percent of Work Complete:
1. The lump sum bid for mobilization and demobilization shall not exceed ten percent (10%) of the total bid price.
 2. 50% payment of this bid item shall be made with the first progress payment.
- B. Mobilization shall include, but not limited to:
1. Includes insurance, bonds, permits and project management, including but not limited to, office meetings, field meetings, and overall project coordination with all parties involved with the project. Bonds and insurance will be paid in the first payment request with back-up data provided by the Contractor.
 2. Moving onto the site of all equipment; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); temporary buildings and field office trailer(s); and other construction related activity as required for the proper performance and completion of the work. This includes all cost associated with daily mobilizations of personnel, equipment, and material to and from the various project sites.
 3. Work and cost associated with preparing and having approved all submittals and schedules per the Standard Specifications, and construction photos and documentation (pre, during, post-construction).
 4. The Contractor is responsible for complying with the City and County of El Dorado requirements for locating and mapping all survey monuments per the respective standards. The Contractor is responsible for all coordination with the respective Agencies to satisfy any survey monument mapping requirements prior to the start of construction and at the completion of the project.
 5. Includes the costs associated with obtaining all necessary permits and any associated fees necessary to perform the Contract Work. The Contractor is made aware that the following encroachment permits are to be obtained by the Contractor:
 - a. City of Placerville Encroachment Permit, shall be obtained by the Contractor. Refer to Section 01090, Regulatory Requirements and Permits, for applicable fees.

- b. City of Placerville Water Use Permit, shall be obtained by the Contractor. Refer to Section 01090, Regulatory Requirements and Permits, for applicable fees.
- C. Demobilization shall include, but not limited to:
 - 1. The preparation of as-built plans as described in the Special Provisions. A final hard copy and electric copy of the as-built plans are due 10-days after substantial completion notification. Final compensation will be delayed until as-built plans are submitted and accepted by the City.
 - 2. The removal of all construction equipment, personnel, construction related materials, temporary facilities, construction markings/paint, debris, and all other construction related items. All sites shall be restored to the City's satisfaction.
 - 3. Providing all contract close out documentation (e.g. lien releases, warranties and guarantees) in compliance with the Contract Documents.

ITEM 2 – CONSTRUCTION AREA SIGNS

- A. Paid by Each.
- B. Work shall conform to Section 12 of the Standard Specifications and Special Provisions,
- C. Includes but not limited to, all tools, equipment, materials, and labor necessary to install and remove all construction signage and two project identification signs at project site. Appendix B has an example of the project sign requirements. The Contractor shall have the sign and message approved by the City prior to fabrication. The required wording and lettering for the project identification sign will be provided by the City to the Contractor at the pre-construction meeting.

ITEM 3 – POTHOLE EXISTING FACILITIES

- A. Paid by Lump Sum.
- B. Includes all labor, equipment and materials for locating and potholing existing facility crossings with the proposed alignment within the limits of work including but not limited to equipment, labor, materials, locating equipment and all other appurtenances as necessary to complete this work.
- C. Potholing shall be completed a minimum of 1 week prior to working in any given area and all data shall be provided to the Engineer. Pothole data including station and offset, owner, cover depth, facility type, direction, material, and size shall be organized into a spreadsheet and submitted to the Engineer at least 1 week prior to the start of that work. No additional compensation will be provided for a utility located within the standard limits of a USA marking.

ITEM 4 – SITE SAFETY/TRAFFIC CONTROL PLAN

- A. Paid by Lump Sum on a Percent of Work Complete.

- B. Work to conform to Section 12 of the Standard Specifications and Section 00700, Special Provisions.
- C. Includes all tools, equipment, materials and labor necessary to provide and implement an approved traffic control plan in compliance with the City and Caltrans encroachment permit standards. This includes, but not limited to, all signage, flaggers, signal control, barricades, cones, K-rail concrete barriers, and other traffic control devices and methods used in the implementation of the traffic control plan. The Contractor is responsible for development, approval and implementation of a traffic control plan as well as the removal of all temporary traffic control devices.
- D. If road closures are implemented this will also include all time and materials required to coordinate with the City Police and Fire Department. The Contractor is also responsible to coordinate bus service, mail delivery and garbage pick-up as applicable.
- E. The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations and/or by providing alternative pedestrian and bicycle access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Pedestrians shall never be diverted into a portion of the street used for vehicular traffic or on to private property unless proper barriers, delineation, and adequate signage are in place. Hand railings for pedestrians shall be provided when required by Americans with Disabilities Act (ADA) on each side of bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic.
- F. The Contractor shall notify, in writing, residents and business establishments along the route of the work at least 10 working days prior to road closures and at least 3 working days prior to placing parking restrictions or planned disruption of any ingress and/or egress. The notice provided to the residences and businesses shall include, at a minimum, a schedule of closures with estimated closure times, the closure location, and alternate route or detour, and the name and 24-hour phone number of a contract person employed by the Contractor.
- G. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained to fire hydrants, homes, commercial and industrial establishments, parking lots, and all similar facilities and establishments. Access shall be navigable, continuous, and unobstructed unless otherwise approved by the City.

ITEM 5 – WATER POLLUTION CONTROL PROGRAM

- A. Paid by Lump Sum on a Percent of Work Complete.

- B. Work to conform to Section 13 of the Standard Specifications and Section 00700, Special Provisions.
- C. Includes preparing a Water Pollution Control Program (WPCP) acceptable to the Engineer; all tools, equipment, materials, and labor necessary to implement, maintain, and repair the WPCP and BMPs specified in the WPCP, see Section 01090, Regulatory Requirements and Permits. This includes, but not limited to, testing and/or reporting that may be necessary to keep in compliance with the WPCP. The Contractor is required to have a registered QSP on staff or contracted who shall be named in the WPCP and certifications provided prior to the start of construction.
- D. The Contractor shall install BMPs, maintain BMPs, perform inspections remove BMPs, and prepare documentation required by the WPCP applicable to the work. At a minimum, inspections shall be done weekly and 24 hours prior to, during, and after each rain event, and every 24 hours during extended rain events. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the WPCP, copies of which shall be made available to the City upon request.
- E. The Contractor shall immediately correct or replace a BMP deemed ineffective by the Contractor or Engineer. If measures taken by the Contractor are inadequate to effectively control water pollution, the City can direct the Contractor to revise operations and/or water pollution control efforts. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 00700, Special Provisions.

ITEM 6 – SEWER REPLACEMENT VIA PIPE BURSTING

- A. Paid by Unit Price per Lineal Foot along centerline of pipe which shall include full compensation but not limited to, equipment, labor, and materials for furnishing and installation of 6-inch HDPE SDR 17 or fusible PVC pipe through pipe bursting. Work includes pre-construction closed circuit television (CCTV) inspections, removal of obstructions, replacement of pipe sags, construction of access pits, insertion of pipe bursting equipment, pulling of pipe bursting equipment through existing pipe, fusing of new sewer pipe, pulling of new sewer pipe into place by pipe bursting tool, monitoring of new sewer pipe during relaxation period, and post-construction CCTV inspection.
- B. Pipe shall be installed per typical sewer trench detail on Sheet G-2 of the plans.
- C. New sewer pipe shall be leak tested per El Dorado Irrigation District Technical Specification 33 01 30.13 found in Appendix A of the Project Specifications.
- D. The total length shown on the Bid Schedule is the estimated horizontal length computed from the design drawings. Payment will be made only on the actual horizontal length of pipe installed. No additional compensation will be paid therefore.

ITEM 7 – SEWER LINE RECONSTRUCTION & CONCRETE REMOVAL (2840 HOCKING ST.)

- A. Paid by lump sum bid price and shall include but not limited to, equipment, labor, and materials for the removal and disposal of concrete debris stockpile and concrete encased 4-inch sewer mainline, replacement of 4-inch sewer mainline (which will be pipe burst to 6-inch with bid item 6), connections to existing 4-inch sewer mainline, excavation, bedding, backfilling, compacting of backfill, bypass pumping, and all incidental work in the sewer line reconstruction and replacement at 2840 Hocking Street.

ITEM 8 – RECONNECTION OF EXISTING SEWER LATERALS

- A. Paid at the contract unit price for each and shall include but not limited to, equipment, labor, materials and tools and doing all the work involved in reconnecting existing sewer laterals to new 6-inch sewer pipe, including:
1. All efforts required to locate laterals
 2. Tying-in to the existing laterals
 3. Abandoning or removing and disposing of existing laterals
 4. Installing and removing temporary laterals
 5. Installing couplings
 6. Excavation
 7. Dewatering
 8. Bedding material
 9. Backfill
 10. Aggregate base
 11. Compaction
 12. Pipe
 13. Fittings
 14. Protection of the pipe from damage during other phases of the work
 15. Bypass pumping (if needed)
 16. Connections to new and existing facilities
 17. Restoration/reconstruction of landscaping/irrigation
- B. Other items necessary to reconnect existing sewer laterals not specifically enumerated in the Plans or these Specifications, and no additional compensation will be allowed.

ITEM 9 – REROUTING OF EXISTING SEWER LATERALS

- A. Paid at the contract unit price for each and shall include but not limited to, equipment, labor and materials, to install the complete new lower lateral and cleanout as shown on the plans. The following items shall be included in the bid item for rerouting of existing sewer laterals:
1. Tying-in to the existing lateral
 2. Abandoning or removing and disposing of existing lateral
 3. Tying into sewer mainline
 4. Installing and removing temporary lateral

5. Installing couplings
6. Excavation
7. Dewatering
8. Bedding material
9. Backfill
10. Aggregate base
11. Compaction
12. Pipe
13. Cleanout and G5 valve box,
14. Fittings
15. Protection of the pipe from damage during other phases of the work
16. Bypass pumping (if needed)
17. Connections to new and existing facilities
18. Restoration/reconstruction of landscaping irrigation

- B. Other work necessary to install lower lateral and cleanout not specifically enumerated in the Plans and Specifications, and no additional compensation will be allowed.

**ITEM 10 – REMOVE AND REPLACE 4-INCH SEWER MAINLINE WITH 6-INCH SDR 26
SANITARY SEWER**

- A. Paid at the contract price per Lineal Foot which price shall include full compensation but not limited to, equipment, labor and materials for the removal of existing 4-inch sewer main and replacement with 6-inch PVC pipe (SDR 26) complying with ASTM D3034, and fittings, excavation, hauling, backfilling, aggregate base, compaction of backfill, dewatering, bypass pumping, temporary and permanent surface pavement repair, HMA, T-cut, striping, and all incidental work in the installation of the pipeline complete and in place.
- B. New sewer pipe shall be leak tested per El Dorado Irrigation District Technical Specification 33 01 30.13 founding in Appendix A of the Project Specifications.
- C. The total length shown on the Bid Schedule is the estimated horizontal length computed from the plans. Payment will be made only on the actual horizontal length of pipe replaced with 6-inch SDR-26 sanitary sewer pipe, and not 4-inch pipe removed. No additional compensation will be paid therefore.

ITEM 11 – REPLACE CLEANOUT WITH 48-INCH MANHOLE

- A. Paid by lump sum bid price and shall include but not limited to, equipment, labor, and materials for the removal of an existing sewer cleanout and furnishing and installation of 48-inch manhole, channelized cast-in-place base, precast risers, fabrication, fittings, water stop, 24-inch frame and cover, concrete collar, precast grade rings, ram-nek, placement, pressure testing, excavation, bedding, backfilling, compacting of backfill,

dewatering, bypass pumping, temporary and permanent surface pavement repair, striping, and all incidental work in the cleanout replacement.

ITEM 12 – MODIFY EXISTING CLEANOUT AT STA: 0+18

- A. Paid by lump sum bid price and shall include but not limited to, equipment, labor, and materials for the modification of an existing cleanout, removal of existing cleanout, piping, connections to 6-inch sewer mainline, excavation, bedding, backfilling, compacting of backfill, dewatering, bypass pumping, temporary and permanent surface pavement repair, striping, and all incidental work in the cleanout modification.

ITEM 13 – CONSTRUCT 48-INCH CAST-IN-PLACE SEWER MANHOLE

- A. Paid by lump sum bid price. Item shall include, but not limited to, providing and furnishing all equipment, labor and materials for installing new 48-inch sewer manhole.
- B. Includes but not limited to, equipment, labor and materials for furnishing and installation of 48-inch manhole, channelized cast-in-place base, precast risers, fabrication, freighting, fittings, water stop, 24-inch frame and cover, concrete collar, precast grade rings, ram-nek, placement, pressure testing, excavation, bedding, backfilling, compacting of backfill, dewatering, bypass pumping, temporary and permanent surface pavement repair, striping, and all incidental work in the installation of the manhole complete and in place.
- C. Manholes shall conform to El Dorado Irrigation District Technical Specification 33 39 13 found in Appendix A of the Project Specifications.
- D. Frame and ring shall be D&L foundry A-1015, South Bay Foundry SBF 1900, or approved equivalent.

ITEM 14 – 6-INCH PVC SEWER PIPE (SDR 26)

- A. Paid by Unit Price per Lineal Foot along centerline of pipe which shall include full compensation but not limited to, equipment, labor and materials for furnishing and installation of 6-inch PVC pipe (SDR-26) complying with ASTM D3034, fabrication, freighting, fittings, high deflection couplings, elbows, warning tape, locating wire, placement, testing, excavation, bedding, backfilling, aggregate base, compacting of backfill, dewatering, bypass pumping, temporary and permanent surface pavement repair, HMA, T-Cut, striping, and all incidental work in the installation of the pipeline complete and in place.
- B. Pipe shall be installed per typical sewer trench detail on Sheet G-2 of the plans.
- C. New sewer pipe shall be leak tested per El Dorado Irrigation District Technical Specification 33 01 30.13 found in Appendix A of the Project Specifications.

- D. The total length shown on the Bid Schedule is the estimated horizontal length computed from the design drawings. Payment will be made only on the actual horizontal length of pipe installed. No additional compensation will be paid therefore.

ITEM 15 – FLUSHER CONNECTION

- A. Paid by the contract unit price for each and shall include but not limited to, equipment, labor, and materials for the installation of flusher connections including piping, G5 traffic utility box, concrete, excavation, bedding, backfilling, compacting of backfill, dewatering, bypass pumping, connection to sewer mainline, temporary and permanent surface pavement repair, striping, and all incidental work in constructing end of mainline flusher connections.

ITEM 16 – SEWER SPOT REPAIR

- A. Paid by lump sum bid price and shall include but not limited to, equipment, labor, and materials for spot sewer repair including removal of existing 4-inch sewer mainline, replacement of 4-inch sewer mainline, excavation, bedding, backfilling, compacting of backfill, dewatering, bypass pumping, connections to sewer mainline, temporary and permanent surface pavement repair, striping, and all incidental work for sewer repairs in advance of mainline rehabilitation through cured in place pipe installation.

ITEM 17 – SEWER REHABILITATION VIA CURED IN PLACE PIPE

- A. Paid by Unit Price per Lineal Foot along centerline of 4-inch pipe and shall include but not limited to, equipment, labor, and materials for cleaning, CCTV inspection of sewer and lateral connections to be lined, liner installation, reconnection of service connections, testing of lined pipe, post-lining CCTV inspection, final documentation of liner installation, and all incidental work for sewer lining via cured in place pipe.

ITEM 18 – CONNECTION TO EXISTING MANHOLES

- A. Paid at the contract unit price for each and shall include but not limited to, equipment, labor, materials and tools and doing all the work involved in making the connection to the existing sewer manholes, including:
1. Hole cutting
 2. Channelizing manhole base
 3. Excavation
 4. Dewatering
 5. Bedding material
 6. Backfill
 7. Aggregate base
 8. Compaction
 9. Pipe
 10. Fittings
 11. Grouting

- 12. Water Stop Installation
 - 13. Protection of the pipe from damage during other phases of the work
 - 14. Bypass pumping (if needed)
 - 15. Temporary and permanent surface pavement repair including T-Cut
 - 16. Replacing any existing pavement damaged by construction
 - 17. Restriping of damaged or destroyed stripes and markings
- B. Other items necessary to reconnect existing sewer laterals not specifically enumerated in the Plans or these Specifications, and no additional compensation will be allowed.

ITEM 19 – PAVEMENT RESTORATION – GRIDING AND 2-INCH HMA OVERLAY

- A. Paid by the Square Foot and shall include but not limited to, equipment, labor and materials to grind a 2-inch deep section of existing roadway and roadway base, and place a 2-inch deep section of hot mix asphalt.
- B. HMA material and placement shall comply with Section 39 of the Standard Specifications.
- C. Bid item shall include any striping replacement, as necessary.

ITEM 20 – PAVEMENT RESTORATION – SLURRY SEAL (TYPE 2)

- A. Paid by the Square Foot and shall include but not limited to, equipment, labor and materials to slurry seal existing roadway.
- B. Type 2 slurry seal material and placement shall comply with Section 39 of the Standard Specifications.
- C. Bid item shall include any striping replacement, as necessary.

ITEM 21 – DRAINAGE IMPROVEMENTS

- A. Paid by lump sum bid price and shall include but not limited to, equipment, labor and materials, and incidentals to construct drainage improvements as shown on the plans and no additional compensation will be allowed.

3.0 CONTRACTOR'S COST BREAKDOWN

- A. For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the Engineer prior to the first payment and within ten (10) days after Notice to Proceed. The cost breakdown, as agreed upon by the Contractor and the Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item.

- B. The cost breakdown shall be generally in the same format as the Contract specifications divisions and subdivisions, with major items of work listed individually. The cost breakdown shall be by structure, civil, landscaping, or other logical division of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.
- C. The above is a statement of the intent of the Contract Documents to provide a high level of detail, acceptable to the Engineer, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown shall be sufficient to provide timely processing of the monthly progress payment request.
- D. The cost breakdown will be subject to the approval of the Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payments. The Engineer shall be the sole judge of the adequacy of the cost breakdown.
- E. The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

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SECTION 01312 PROJECT MEETINGS

1.0 GENERAL

- A. Project meetings and conferences are an important administration and communication requirement of all project participants. Meetings will address issues related to the Work, review and coordinate progress of the Work and other matters of common interest to project participants. This section describes the requirements for calling for and conducting meetings for the Work. Meeting and conference locations and qualified participants will be determined by the Engineer and the Contractor based on the meeting agenda topics.
- B. Minutes will be prepared by the Engineer for the Pre-Construction Conference(s) and all Progress and Coordination Meetings hereinafter described. Copies of meeting minutes will be distributed to all attendees within five (5) days after meeting. Attendees will have three (3) days to submit comments or additions to minutes received from Engineer. Minutes will constitute final documentation of meeting discussion topics, results and action items. Meetings may be recorded by the Engineer for accuracy of meeting minutes.

2.0 PRECONSTRUCTION CONFERENCE

- A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, Engineer will schedule a preconstruction conference and organizational meeting at a suitable conference room at the City's offices or other suitable location. More than one preconstruction conference may be required if the Engineer and Contractor deem it is in the best interest of the project to do so. Engineer will preside at conference.
- B. Attending the Preconstruction Conference: Contractor's Project Manager, Contractor's Superintendent(s), Engineer, Consultant, and representatives of utilities, major subcontractors and others involved in performance of the Work, and others necessary to agenda.
- C. The Engineer, in concert with the Contractor, will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction. Items on the agenda will include the Contractor's field organization, City's organizational chart of representatives/consultants, contract administration procedures, Contractor's preliminary schedule, submittals, progress payments, change order procedures, security, testing, safety and permit requirements, inspection procedures, traffic control, safety, and other project related matters.
- D. Unless previously submitted to Engineer, Contractor shall bring to the conference a preliminary schedule for each of the following:
 - 1. Progress Schedule
 - 2. Procurement Schedule
 - 3. Schedule of Values for progress payment purposes
 - 4. Schedule of Shop Drawings and other submittals

- E. The purpose of the conference is to designate responsibility personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include, but not be limited to:
1. Contractor's preliminary schedules
 2. Transmittal, review, and distribution of Contractor's submittals
 3. Processing Applications for Payment
 4. Maintaining record documents
 5. Critical Work sequencing
 6. Field decisions and Change Orders
 7. Use of premises, office and storage areas, security, and housekeeping
 8. City's needs
 9. Major equipment deliveries and priorities
 10. Contractor's assignments for safety and first aid

3.0 PROGRESS AND COORDINATION MEETINGS

- A. The Engineer shall schedule, arrange and conduct progress and coordination meetings. These meetings shall be conducted not more than once per week and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others that are active in the execution of the Work or involved in an important progress meeting agenda item. Upon approval of the Engineer, meeting sub- tier level participants with a minor role at that juncture in the project, may participate in progress meetings by speakerphone if there are suitable facilities to do so.
- B. The Agenda of each progress meeting will include the review, correction (if necessary) and approval of minutes of the previous progress meeting; review items of significance that could affect project progress and cost; review status of previous action items and determine what new action items are necessary to insure the project stays on schedule; review quality control; review Contractor's three (3) week schedule provided in accordance with other sections of these Specifications, discuss coordination of activities that will be required for the completion of upcoming scheduled work, and review equipment delivery dates. The Contractor will distribute a copy of and present the RFIs, Submittals, and potential change logs at each progress and coordination meeting.
- C. Progress and coordination meetings will be held at the project site, City's offices or another mutually agreeable place.

4.0 PROGRESS SCHEDULE AND PROGRESS BILLING MEETINGS

- A. Each month the Contractor shall attend a progress schedule and progress payment meeting with the Engineer. At this meeting, the Engineer and Contractor are to review the percentage of the work completed and establish an amount to be requested in the Application for Payment. The meeting date shall be scheduled in accordance with the City's deadline for submittal of Progress Pay Estimates. Following review of the proposed billing, the Contractor will prepare an Application of Payment and submit to the Engineer for final review and processing.

- B. These meetings will also discuss time impact evaluations for change orders and time extension requests, actual and anticipated schedule activity sequence/duration changes, and Contractor delays. These meetings are considered a critical component of the overall monthly schedule update submittal and Contractor shall have appropriate personnel attend.
- C. The Engineer can also call for special progress schedule meetings should there be schedule revisions that necessitate such a meeting.

5.0 SUBMITTAL MEETINGS

- A. When required in the individual technical specification, or if requested by the Contractor or the Engineer, a meeting regarding a required submittal will be held to facilitate the timeliness of the submittal preparation and review process. This meeting will convene at a mutually agreeable place. The party responsible for preparing the submittal shall be in attendance along with the Engineer.

6.0 QUALITY ASSURANCE MEETINGS

- A. The Contractor or the Engineer may request a meeting prior to the start of a particular phase of the project to discuss how the Work shall be accomplished in accordance with the quality requirements of the contract documents, codes, permits and industry standards. All required inspection and testing applicable to this phase of the project will be discussed in detail. The Contractor shall require that all management and quality control personnel employed by the Contractor for this phase of the project are in attendance. Quality assurance meetings might be requested for such phases of the project as site work, concrete, piping, and specialty subtrades.

7.0 PRE-INSTALLATION MEETINGS

- A. When required in the individual specification, or if requested by the Contractor or Engineer, a pre-installation meeting shall be held to review conditions of the installation, installation procedures and coordination with related work. This meeting shall take place at least seven (7) days in advance of installation or as required in the technical specifications. Meeting shall be attended by all parties involved in the installation.

8.0 PRE-SUBSTANTIAL COMPLETION MEETING

- A. Ten (10) days prior to the estimated substantial completion, the Engineer, Contractor, and appropriate subcontractors shall meet to review guarantees, closeout submittals, bonds, and service contracts for materials and equipment.

9.0 SPECIAL MEETINGS

- A. Any time during progress of the Work, the Engineer shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences on matters which require immediate or special attention. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers without extra cost to City.

10.0 POST CONSTRUCTION GUARANTY PERIOD MEETING

- A. The Contractor shall meet with the Engineer approximately eleven (11) months after date of Substantial Completion to inspect the Work. Meeting will be arranged by the Engineer at least seven (7) days before meeting. The Contractor shall require attendance of its Project Manager/Superintendent, appropriate manufacturers, and appropriate subcontractors.

*****END OF SECTION*****

**SECTION 01325
PROJECT SCHEDULES AND REPORTS**

1.0 GENERAL

- A. The requirements for project schedules and reports are included to assure adequate planning and execution of the work and to assist the Engineer in appraising the reasonableness of the proposed schedule and evaluating the progress of the work. Within five days from award of the Contract, the Contractor shall submit to the Engineer the name of the person responsible for the preparation, maintenance, updating and revision of all schedules. This person must have authority to act on behalf of the Contractor,

2.0 CONSTRUCTION SCHEDULE

- A. The schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Engineer before the first partial payment can be made.
- B. Baseline Schedule: The Contractor shall submit the schedule based on either the bar chart method or the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:
1. The start and completion dates of all work items.
 2. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement. The Contractor's submittal information shall show include, as a minimum, the maximum allowable review period as specified. The information shall provide sufficient durations for administration, fabrication and transportation to produce realistic delivery dates for the procurement items.
 3. Progress milestone events or other significant stages of completion, as defined in Section 00800-1.1, Time Allowed for Completion, and Section 01140, Work Restrictions.
 4. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.
 5. Critical activities shall be indicated in red color on both schedules. The schedule is to recognize all legal Holidays observed by the City during construction.
 6. All activities of the City and the Engineer that affect progress and required contract dates for completion of all parts of the work. The selection and number of activities shall be subject to favorable review by the Engineer.

Activities shall be in workdays no longer than ten (10) workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Engineer, for repetitious activities of longer durations for which progress can be easily monitored.

C. Float

1. "Total Float" or "Float" shall be defined as the difference between the early finish and late finish dates for an activity.
2. On the schedule delineate the specified Contract duration and identify the planned completion of the Work as the final milestone. The time period between these two dates, if any, shall be considered contract float.
3. Float in any activity, milestone completion date or Contract completion date shall be considered a resource available to both the City and the Contractor. Neither the City nor the Contractor has ownership of the float. Float is for the benefit of the Project. Acceptance of the Contractor's Baseline Schedule, monthly updates or revised schedule, when based on less time than the maximum time allowed for milestone(s) or Contract completion does not serve to change any Contract duration, nor serve as a waiver of the Contractor's nor the City's right to utilize the full amount of time specified in the Contract, unless so modified in a Contract Change Order.

D. Reports: One of the following reports shall be submitted as the Baseline Schedule:

1. Bar Chart: A report which lists each activity description, early start and finish dates, and all preceding and succeeding activities. The report shall conspicuously indicate all activities on the controlling path.
2. CPM Schedule: A CPM network report sorted by activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.
 - CPM network report sorted by total float.
 - CPM network report sorted by early start.

3.0 WEATHER CONDITIONS

- A. Seasonal weather conditions shall be considered in the planning and scheduling of work activity durations influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.
- B. The expected loss of working days specified in the Supplementary General Conditions, Section 00800-1.3, Weather Days, shall be included in a separate identifiable critical activity labeled "Weather Days Allowance" to be included as the last critical activity of the project schedule. When weather days are experienced, and are approved as such by the Engineer, the Contractor shall either:
1. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
 2. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

- C. The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the City or Contractor.

4.0 UPDATES

- A. Submittal Period: The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days. The monthly reports shall be submitted within ten (10) days of the end of the reporting period. The end of the reporting period shall be as agreed upon by the Engineer and Contractor.

Produce and provide one (1) complete set each of time-scaled logic diagrams and bar chart on 22-inch by 34-inch sheets. The network diagram shall be clear and legible. Critical activities shall be indicated in red color. Progress bars shall be conspicuously identified by color other than red, black or white.

- B. Monthly Updates: All monthly updates shall include as a minimum:
 - A. Narrative and Tabular Report - The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the CPM schedule, including activity numbers, durations, constraints and activity descriptions, shall be listed in a detailed report which describes the reason for each.
 - B. Activity Numbers and Descriptions – New activity numbers and descriptions may be added where required to further define the work and as approved by the Engineer. Activities may be deleted if the applicable work has not been performed and is deleted from the Work and as approved by the Engineer.
- C. Delayed Schedule Updates - If, in the opinion of the Engineer, the project is behind schedule, the Contractor shall submit a narrative report with each updated analysis which shall include but not be limited to, a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.
- D. Schedule Review: Once each month, on a date mutually agreed upon, but no later than ten (10) days after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the CPM Schedule, job progress and the monthly update, or the Engineer will provide written comments on the monthly update.
- E. Schedule Revisions: The conditions under which the Engineer will require revisions of the Construction Schedule include the following:

1. When delay in completion of any work item or sequence of work items results in an estimated extension of project completion by either fifteen working days or by five percent of the remaining duration of time to complete the Contract, whichever is less.
2. When delays in submittals or deliveries make replanning or rescheduling of the work necessary.
3. When the schedule does not represent actual prosecution and progress of the work.
4. When there is any change to the sequence of activities, the completion date for major portions of the work, or changes occur which affect the critical path.
5. When Contract modification necessitates schedule revision.

The revised Construction Schedule for any condition listed above shall show:

1. How the Contractor intends to return to schedule.
 2. How the Contractor intends to avoid falling behind schedule on future activities.
- F. The City may require the Contractor to add to its plant, equipment, or construction forces as well as increase the working hours if operations fall behind schedule at any time during the construction period.

5.0 TIME IMPACT ANALYSES

- A. When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Engineer a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

6.0 WEEKLY ACTIVITIES PLAN

- A. On the last working day of every week the Contractor shall submit to the Engineer the Contractor's Plan of Activities for the next three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity number as provided in the CPM Schedule.

7.0 CONTRACTOR'S DAILY REPORTS

- A. The Contractor shall maintain daily job reports recording all significant activity on the project, including number of workers on site, active construction equipment used, notable deliveries, work activities, delays, interruptions or any problems encountered. If there is no work performed on any given day, the Contractor shall note the reasons for no work and submit a daily report to the Engineer on those days also. Failure to stay current with daily reporting will be just cause for the City not processing a progress payment until reports are submitted.

***** END OF SECTION *****

SECTION 01330 SUBMITTAL PROCEDURES

1.0 GENERAL

- A. Where required by the Contract Documents, the Contractor shall submit descriptive information that will enable determination of 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 specifications. In some instances, specified submittal information describes some, but not all, features of the material equipment, or method of work. Features not requiring submittals shall be as specified.
- B. Submittal review shall be only for general conformance with the design concept and general compliance with the information given in the contract documents. It shall not include review of quantities, dimensions, weights or gages, fabrication processes, construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be required to review and shall not be responsible for any deviations from the contract documents not clearly noted by the Contractor, nor shall the Engineer be required to review partial submissions or those for which submissions for correlated items have not been received.
- C. The Contractor may authorize material or equipment suppliers to deal directly with the Engineer with regard to such submittals; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

2.0 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the materials and equipment incorporated into the Work, or the methods of performing the Work shall be as described in the accepted submittals.
- B. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.
- C. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among its subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.
- D. The Contractor shall coordinate submittals with the work so that work will not be delayed.

- E. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor assumes the risk of expense and delays when proceeding with work that hasn't met this requirement.
- F. The Contractor shall certify on each submittal document that it has reviewed the submittal, verified field conditions, and complied with the contract documents.
- G. The Contractor shall include a copy of the applicable specification section, with addenda and all referenced sections included with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from the specification requirements. Check Marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. The submittal shall be accompanied by a detailed, written justification for each deviation. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal.

3.0 SUBMITTAL AND MATERIAL LIST

- A. Within ten (10) days after the Notice to Proceed, and prior to the submission of the initial shop drawings, the Contractor shall submit a draft Master Submittal List of all required submittals to the Engineer for favorable review. The Master Submittal List shall include a description of each item, Specification reference and the anticipated submittal date. The List shall include all items of equipment and materials for architectural, structural, mechanical, piping, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall reference the applicable Specification section or Drawing. After the submission is favorably reviewed and returned to the Contractor by the Engineer, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review. No work shall proceed on any item until it has been submitted and favorably reviewed. An incomplete submittal list is not a basis for avoiding a submittal required by the specifications.
- B. Contractor shall submit a cash flow projection for the complete project along with their overall project schedule. Cash flow projections shall be updated with each monthly pay submittal at a minimum.

4.0 DEFINITIONS

- A. Manufacturer's Instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; Manufacturer's Instructions are not prepared especially for the Work.
- B. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Work to illustrate some portion of the Work. Shop drawings include, but not necessarily be limited to:
 - 1. Custom-prepared data such as fabrication or erection/installation (working) drawings.
 - 2. Scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the Work.
- C. Product Data: Illustrations, standard schedules, performance charts, brochures, diagrams and other information to illustrate materials or equipment for some portion of the Work.
 - 1. Product data as specified in individual Sections, and as applicable to the Work shall include, but not necessarily be limited to:
 - a) Standard prepared data for manufactured products (sometimes referred to as catalog data or "cuts").
 - b) Manufacturer's product specifications.
 - c) Installation instructions.
 - d) Availability of colors and patterns.
 - e) Manufacturer's printed statements of compliance and applicability.
 - f) Roughing-in diagrams and templates.
 - g) Product photographs.
 - h) Standard wiring diagrams.
 - i) Performance curves and operational-range diagrams.
 - j) Production or quality control inspection and test reports and certifications, and mill reports.
 - k) Operating and maintenance instructions and recommended spare parts listing and printed product warranties.
- D. Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged. Samples specified in individual Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens of coordination of visual effect, graphic symbols and units of work to be used by the Engineer or others for independent inspection and testing, as applicable to the Work.

5.0 PROCEDURES

- A. The Contractor shall deliver submittals to the Engineer at the address provided to Contractor by the Engineer. The Contractor is required to allow adequate time in its project schedule for the preparation and review of the submittal to ensure that the submittal will serve its intended purpose. The Contractor is encouraged to mark the submittal "high", "normal" or "low" priority to assist the reviewer in prioritizing the submittal reviews during periods of high volume of submissions.
- B. Transmittal Form - Unless otherwise specified, submittals regarding material and equipment shall be accompanied by a transmittal form. A separate transmittal 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 documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals 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. The specification section and subsection or paragraph to which the submittal is related shall be indicated on the transmittal form.
- C. Assign each submittal a unique number. Clearly note the submittal numbers on the transmittal. Number each submittal with the identifying specification section, followed by a sequential number that represents the Contractor's assigned number of 01, 02, et cetera. Resubmittals shall be numbered by adding a dot (.) and 01, 02, 03, et cetera to the original submittal number, depending on the number of times the submittal has been resubmitted. For example: if Submittal 03300-01 requires a resubmittal, the first resubmittal will bear the designation "03300-01.01" and the second resubmittal will bear the designation "03300-01.02" and so on.
- D. Submit specified number of copies of submittal. Should the Contractor require more returned copies of any particular submittal, the Contractor shall furnish an equal greater number of copies to the Engineer than is specified.
- E. Provide or furnish products and execute the Work in accordance with accepted submittals, unless in conflict with Contract Documents.
- F. Deviations From The Contract – If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefore. If the Engineer accepts such deviation, the Engineer shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

- G. Submittals shall be delivered to the Engineer:

A. Cory Schiestel, Associate Civil Engineer
City of Placerville, Engineering Department
3101 Center Street
Placerville, CA 95667
Email: cschiestel@cityofplacerville.org

6.0 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show compliance with specified requirements.
- B. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
1. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.
- C. Field Verification: Prior to submitting shop drawings, Contractor shall have determined and verified all field measurements, elevations, potential conflicts, quantities and dimensions. This verification may require potholing.
- D. After completion of checking, verification, and revising; stamp, sign and date submittals indicating review and approval; and submit to Construction Manager.
1. Stamp and signature indicates Contractor has satisfied shop drawing review responsibilities and constitutes Contractor's written approval of shop drawing.
 2. Shop drawings without Contractor's written approval will be returned for resubmission.
- E. Shop Drawings: Submit eight (8) copies. Three (3) will be returned with reviewer's comments and stamp.
- F. Product Data and Manufacturer's Instructions: Submit four (4) copies. Excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with Contract Documents.
1. One (1) copy will be returned with reviewer's comments and stamp.
- G. Samples: Submit two (2) samples labeled with reference to applicable Contract Documents. Label will be returned with reviewer's selection when appropriate, comments and stamp. Samples will not be returned unless return is requested in writing and additional sample is submitted.

- H. Special Samples: Submit one (1) sample labeled with reference to applicable Contract Documents. Sample and one (1) label will be returned for installation in the Work.

7.0 MANUFACTURER'S INSTRUCTIONS

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

8.0 ENGINEER'S REVIEW

- A. The Engineer's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall Engineer's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work. The Contractor shall not consider submittals as Contract Documents. The purpose of submittals is to demonstrate how Contractor intends to conform to the Contract Documents and design concepts. Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
- B. The Engineer's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents. The Engineer's review does not extend to:
 - 1. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - 2. Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - 3. Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
- C. Except as may be provided in subsequent specifications; a submittal will be returned within five (5) working days. When a submittal cannot be returned within that period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned. The returned submittal shall indicate on the following actions:
 - 1. If the review indicates that the material, equipment or work method complies with the project manual, 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, 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, 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, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - SEE REMARKS." Submittals with deviations that have not been identified clearly may be rejected. Except at its own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
5. If the submittal information does not require a review by the Engineer, copies of the submittal will be marked "Review not Required" and will be returned without review.

- D. Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the City, or by any officer or employee thereof, or by any engineering firm conducting such review on behalf of the City, 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 City has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

9.0 REVIEW COSTS

- A. The City's cost for review of submittals for the same proposed materials, equipment or work shall be apportioned as follows:
1. The cost of review of the initial submittal and the first revised submittal will be borne by the City.
 2. The cost to review all additional revised submittals after the first revised submittal will be charged to the Contractor. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.
 3. If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.

10.0 SUBMITTALS FOR INFORMATION OR RECORD ONLY

- A. Where specified, the Contractor shall furnish five (5) copies of informational submittals to the Engineer. Incomplete or inadequate product data, test/inspection reports will be returned to the Contractor for re-submittal. The Contractor is to pay for all mill and factory tests that are required in the Contract Documents. No copies of informational submittals will be returned unless they are found to be incomplete or inadequate.

11.0 SUBSTITUTES OR “OR EQUAL” ITEMS AND PRODUCT OPTIONS

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name designated a “sole source” and/or is followed by words indicating that no substitution is permitted, materials, or equipment of other Suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent or equal to that named.
- B. The procedure for review by Engineer will include the following as may also be supplemented in the Contract Documents. Requirements for review of substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor’s achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. The City may require Contractor to furnish at Contractor’s expense additional data about the proposed substitute.
- C. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided herein.

- D. All requests for substitution shall be submitted within fourteen (14) calendar days after award of the contract. The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance that will be evidenced by either a Change Order or an accepted Shop Drawing. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Contractor shall pay all costs for redesign required by the implementation of the proposed substitute.

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SECTION 01340
REQUESTS FOR INFORMATION AND CLARIFICATIONS

1.0 GENERAL

- A. Should the Contractor discover conflicts, omissions, or errors in the Contract Documents, or have any questions concerning interpretation or clarification of the Contract Documents, or if it appears to the Contractor that work to be done or any matter relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, the Contractor shall immediately notify the Engineer in writing and request interpretation, clarification, or additional detailed instructions concerning the work. The Contractor shall ask for any clarification or request for information immediately upon discovery, but no less than ten (10) days prior to the start date of the activities related to the clarification, based on the latest updated and accepted construction schedule. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor will not be entitled to additional compensation.
- B. A RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

2.0 RFI PROCEDURES

A. Contractor Review and Submittal

- 1. Contractor's Review: Before submitting each RFI, the Contractor shall carefully review the following for relevant information:
 - a. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - b. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
 - c. All information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.
 - d. The coordination of each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - e. The Contract Documents.
 - f. The Project correspondence and documentation.
- 2. Submittal Requests:
 - a. The Contractor shall submit all requests for clarification and/or additional information in writing to the Engineer using a request for information (RFI) form. Contractor shall provide a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
 - b. Contractor shall furnish six (6) copies of each RFI. Digital copies shall also be submitted. With prior approval from the Engineer the

Contractor may submit electronic copies only. Each RFI shall be dated and bear a signed certification that Contractor has performed the review defined above. No consideration for review by Engineer of any RFI will be made for any item which has not been certified by the Contractor. All non-certified RFIs will be returned to Contractor without action taken by Engineer, and any delays caused thereby shall be the total responsibility of Contractor.

c. Each RFI shall be limited to one subject.

B. RFI Numbering System: The Engineer will assign blocks of numbers for the Contractor, Engineer, Consultant, and for substitutions. The Contractor will use the block of numbers consecutively with the date of issue, except for re-issuance of a respective RFI in which the subscript A, B, C, etc., will be added until the RFI is resolved. If Contractor believes the RFI reviewer's response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to Engineer clarifying original RFI. Additionally, Engineer may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Engineer's RFI Review and Response Time

1. Except as may otherwise be provided herein, the Engineer will return one copy of each RFI form to Contractor, with its comments noted thereon or on a separate comment sheet, within a reasonable amount of time, but no more than five (5) calendar days following their receipt from Contractor, or if it is necessary to extend this period, the Engineer shall notify the Contractor in writing as to when a decision will be provided.
2. Engineer's review will be only to provide clarification and interpretation of the Contract Documents. Engineer's review shall not relieve Contractor for the responsibility for compliance with the Contract Documents.
3. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.
4. The Engineer may furnish additional detailed written instructions to further explain the work, and such instructions shall be a part of the contract documents. Clarifications will be issued using the above RFI system and a Field Directive as necessary. Should additional detailed instructions in the opinion of the Contractor constitute work in excess of the scope of the contract, the Contractor shall submit notification immediately and written notification thereof to the Engineer no more than seven (7) days following receipt of such instruction, and in any event prior to the commencement of work thereon. If the Engineer considers it justified, the instructions of the Engineer will be revised or a proposed change order will be issued. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions unless the Contractor provides the Engineer written notice thereof within the time frame specified above. In addition, the Contractor shall within five (5) days from the date of notification

provide detailed justification and analysis as well as complete pricing and schedule CPM fragmentary network to support any request for time extension.

5. Should the Contractor proceed with the work affected before receipt of a response from the Engineer, any portion of the work which is not done in accordance with the Engineer's interpretation, clarifications, instructions, or decisions subject to removal or replacement and the Contractor shall be responsible for all losses.
6. RFIs will not be recognized or accepted, if in the opinion of the Engineer, that one of the following conditions exists:
 - a. The Contractor submits an RFI as a submittal.
 - b. The Contractor submits the RFI under the pretense of a contract documents discrepancy or omission without thoroughly reviewing the documents. In this case, the Contractor shall be responsible for the Engineer's administrative costs to process the RFI. Such costs will be deducted from Contractor's progress payments.
 - c. The Contractor submits the RFI in a manner that suggests that specific portions of the contract documents are assumed to be excluded or be taken as an isolated portion of the contract documents in part rather than whole.
 - d. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of work or related trades.
7. The Engineer's review shall not relieve Contractor from the entire responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called attention to each such variation at the time of each RFI submittal and Engineer has given written approval of each such variation by specific written notation thereof incorporated in the RFI review; nor will any review by Engineer relieve Contractor from responsibility for compliance with the requirements for careful review above.

*****END OF SECTION*****

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**SECTION 01354
HAZARDOUS MATERIAL PROCEDURES**

1.0 GENERAL

- A. This section includes procedures required when encountering hazardous materials at the Work site.

2.0 REFERENCES

- A. California Health and Safety Code, Section 25117.
- B. State of California Code of Regulations (CCR).
 - 1. Title 8. Industrial Relations.
 - a. Division 1. Department of Industrial Relations.
 - 2. Title 22. Social Security
 - a. Division 4. Environmental Health.
 - b. Division 4.5. Environmental Health Standards for the Management of Hazardous Waste.
- C. United States Code of Federal Regulation (CFR), Title 29 and Title 40.
 - 1. 29 CFR 1910.1000.
 - 2. 29 CFR 1910.134.

3.0 SUBMITTALS

- A. Submit laboratory reports, hazardous material removal plans, and certifications.

4.0 HAZARDOUS MATERIALS PROCEDURES

- A. Hazardous materials are those defined by the State of California Health and Safety Code, Section 25117.
- B. When hazardous materials including contaminated soil have been found:
 - 1. Notify the Engineer immediately, and other affected persons.
 - 2. Notify such agencies as are required to be notified by Laws and Regulations with the times stipulated by such Laws and Regulations.
 - 3. Designate a Certified Industrial Hygienist to issue pertinent instructions and recommendations for protection of workers and other affected persons' health and safety.
 - 4. Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with laws and regulations.
- C. Forward to Engineer, copies of reports, permits, receipts, and other documentation related to remedial work.

- D. Assume responsibility for worker health and safety, including health and safety of Subcontractors and their workers.
 - 1. Instruct workers on recognition and reporting of materials that may be hazardous.
- E. File requests for adjustments to Contract Times and Contract Price due to the finding of Hazardous Materials in the Work site in accordance with Section 00700, Special Provisions.
 - 1. Minimize delays by continuing performance of the Work in areas not affected by hazardous materials operations.

5.0 ASBESTOS MATERIALS

- A. It is the specific intent of these Contract Documents to exclude from the Work any and all products or materials containing asbestos. No new products containing asbestos shall be incorporated in the Work.
- B. The Contractor is made aware that Asbestos Concrete (AC) exists in the project area and may be encountered during the work. The Contractor shall anticipate the need for removal of sections of the existing pipeline during tie-ins and abandonment or removal of the existing pipelines where indicated on the plans.
- C. All AC Pipe shall be handled and disposed of according to California Code of Regulations (CCR) Title 8, Section 1529; or most current regulations. Contractor shall provide a plan for disposal of the AC pipe and provide evidence of proper disposal to the Engineer.

*****END OF SECTION*****

**SECTION 01360
ENVIRONMENTAL CONTROLS**

1.0 SITE MAINTENANCE

- A. The Contractor shall keep the work site, staging areas, and Contractor's facilities clean and free from rubbish and debris and shall comply with the requirements of Section 01090- 3.0, Stormwater Quality Controls, and the Water Pollution Control Plan. 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.

- B. Cleanup
 - 1. Waste material of any kind will not be permitted to remain on the site of the work or on adjacent streets. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site and disposed of by the Contractor. In general, the site shall be maintained on a daily and weekly basis.
 - 2. The Contractor shall keep all buildings occupied by the Contractor clear of all refuse, rubbish and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Engineer.
 - 3. In the event that waste material, refuse, debris and/or rubbish are not so removed from the work by the Contractor, the City reserves the right to have the waste material, refuse, debris and/or rubbish removed and the expense of the removal and disposal charged to the Contractor.
 - 4. Paints, solvents, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.

- C. Street Cleaning
 - 1. The Contractor shall be responsible for preventing dirt and dust from escaping from trucks departing the project site, by covering dusty loads, washing truck tires before leaving the site, or other reasonable methods.
 - 2. When working dump trucks and/or other equipment on paved streets and roadways, the Contractor will be required to clean said streets as required by the Engineer to remove dirt caused by the Contractor's activities. The use of water in amounts, which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times.
 - 3. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer, the City reserves the right to have the streets in question cleaned by others and the expense of the operation charged to the Contractor.

D. Final Cleanup

1. Before final inspection, the project site shall be neat and presentable. At a minimum dispose of:
 - a. Rubbish and debris
 - b. Excess materials
 - c. Falsework
 - d. Temporary structures
 - e. Equipment

- E. Do not remove warning, regulatory, or guide signs until Contract acceptance unless otherwise directed by the Engineer.

2.0 FUGITIVE DUST PREVENTION AND CONTROL PLAN:

- A. The project shall comply with El Dorado AQMD Rule 223 – Fugitive Dust.
- B. Describe proposed Best Management Practices (BMPs) to be implemented for the control of fugitive dusts.
- C. Submit prior to initiation of dust creating construction activities.
- D. Submit daily records of measures taken to control fugitive dust on weekly basis.

3.0 AIR POLLUTION CONTROL

- A. All fuel combustion construction equipment (both stationary and mobile) shall be tuned for optimal performance during construction activities.
- B. To the extent possible, Contractor shall implement the following measures:
 1. Contractor shall ensure that all equipment used during construction is of 2010 model or later.
 2. Retard diesel engine injection timing by two to four degrees.
 3. Use electricity from power poles rather than by temporary gasoline or diesel generators.
 4. Use reformulated, low-emission diesel fuel with less than 15 PPM sulfur in all diesel engines to comply with El Dorado County Guide to Air Quality Assessment. The use of the Best Available Control Technologies will reduce the health impact of diesel exhaust particulates.
 5. Use catalytic converters on gasoline-powered equipment.
 6. Do not leave inactive construction equipment idling for prolonged periods (i.e., more than two 2 minutes).
 7. Schedule construction activities and material hauls that affect flow to off-peak hours.
 8. Configure construction parking to minimize traffic interference.
 9. To reduce impacts for construction-related exhaust emissions, the Contractor shall utilize off-road construction fleets that can achieve fleet average emissions equal to or cleaner than Tier II emission standards, as set forth in Section 2423 of the California Code of Regulations and Part 89 of Title 40 Code of Federal Regulations. Achievement can be

accomplished through any combination of uncontrolled engines and engines complying with Tier II and above engine standards.

- C. Comply with El Dorado County APCD Rule 224 - Cutback and Emulsified Asphalt Paving Materials.

4.0 ASBESTOS DUST MITIGATION PLAN:

- A. Naturally occurring asbestos (NOA):
 - 1. Contractor is made aware that rock found on this site may contain asbestos.
 - 2. If NOA is identified in the course of construction, the Contractor shall:
 - a. Notify the Engineer immediately.
 - b. Prepare and submit an Asbestos Dust Mitigation Plan pursuant to CCR Title 17 Section 93105 ("Asbestos Airborne Toxic Control Measures for Construction, Grading, Quarrying, and Surface Mining Operations"). The Plan shall include all measures required by the State of California and the El Dorado County AQMD Rule 223-2.
 - c. Obtain El Dorado County AQMD approval of the Asbestos Dust Mitigation Plan before earthwork restarts.
 - d. Comply with all requirements outlined in California Air Resources Board "Asbestos Air Toxic Control Measures for Construction, Grading, Quarrying and Surface Mining Operations."
 - e. If asbestos is found in concentrations greater than 5 percent, the material shall not be used as surfacing material as stated in State Regulation CCR Title 17 Section 93106 ("Asbestos Airborne Toxic Control Measure-Asbestos Containing Serpentine"). The material containing NOA can be reused at the site for subgrade material covered by other non-asbestos-containing material
 - 3. Contractor shall include all costs necessary to comply with these standards in the bid.

5.0 NOISE CONTROL

- A. The Contractor shall comply with applicable laws, regulations, and ordinances which apply to any work performed pursuant to the contract. If the requirements of this Section are more restrictive than those of the local regulations, the requirements of this Section shall govern.
- B. Contractor shall comply with City of Placerville noise ordinances.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure. Use "quiet package" or "hush" equipment which is readily available for such equipment as trailer-mounted compressors, generators, welders, etc. All equipment shall be operated in the quietest manner practicable. Equipment and trucks used for

project construction shall utilize the best available noise control techniques which include, but are not limited to, improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds.

- D. Contractor shall be required to locate all fixed construction equipment such as compressors and generators as far as feasibly possible from sensitive receptors. Contractor shall shroud or shield all impact tools.
- E. Where possible, the Contractor shall use electric rather than diesel or gas-powered equipment.
- F. There shall be no start-up of machines or equipment, no delivery of materials or equipment, no cleaning of machines or equipment and no servicing of equipment except during the permitted hours of construction involving noisy operations.
- G. Amplified sound and other forms of loud communication constituting a nuisance, at the sole discretion of the Engineer, shall not be permitted.
- H. Material stockpiles and/or vehicle staging areas shall be located as far as practicable from dwellings.
- I. The Contractor shall designate a disturbance coordinator responsible for responding to noise complaints. The name and telephone number of the coordinator shall be clearly posted at the construction site. The disturbance coordinator shall determine causes and implement measures to mitigate the noise impact, including the enforcement of the allowable hours of construction, the identification of poorly muffled equipment and requiring its repair or replacement; and temporary construction noise barriers.
- J. If acceptable noise levels for a residential area are exceeded (as defined in Section 01360-5.03 and 5.04 below) the Contractor shall be responsible for providing sound walls or other means necessary to reduce the noise level.

5.01 SOUND LEVEL MEASUREMENT

- A. Any sound level measurement made pursuant to the provisions of this chapter shall be measured with a sound level meter using the "A"- weighting and response. "A- weighted sound pressure level" means the sound pressure level as measured with a sound meter using the "A"-weighting network. The standard notation is dBA.

5.02 NOISE MEASUREMENT PROCEDURES

- A. The following procedures shall be utilized for measuring and evaluating exterior noise in the project area unless otherwise specified:
 - 1. Noise measurements shall be conducted any time during the day or night when the suspect noise source is in operation.

2. The location selected for noise measurement shall be on the noise receptor's property line at a point approximately ten feet from any building, wall or obstruction (trees, bushes, etc.).
3. No individual other than the operator shall be within ten feet of the sound level meter during the measurement period.
4. The sound level meter shall be calibrated in accordance with the manufacturer's instructions.
5. With the noise source in operation, the operator shall record the instantaneous response at fifteen-second intervals or less, for a period of fifteen minutes or greater. Or, for a noise source in operation for less than fifteen minutes, the operator shall record the instantaneous response at fifteen-second intervals or less for the time the noise source is in operation.
6. The suspect noise source shall only be measured for a violation of this ordinance when it is five dBA or greater than another noise source within the measurement vicinity.
7. The corrective factors set forth in Section 01360-3.04 shall be applied to the noise standard established for the specific noise zone.
8. The suspect noise level shall be compared with the standards in Section 01360-3.03.
9. If the noise level generated from the suspect noise source exceeds the standard, the suspect noise source shall be considered to be in violation of this chapter.

5.03 ALLOWABLE NOISE LEVELS

- A. Noise received on property occupied by another person within the project area, in excess of the following levels shall not be allowed, except as expressly provided otherwise herein:

STANDARDS

Zone	Day 7:00 A.M.-9:00 P.M.	Night 9:00 P.M.-7:00 A.M.
Residential	55 dBA	45 dBA

5.04 CORRECTIONS TO NOISE LIMITS

- A. The numerical limits given above shall be adjusted by the following corrections, where appropriate:

	Noise Condition	Correction (in dB)
1	Repetitive impulsive noise, pure tones and sound with cyclically varying amplitude	-5
2	Steady whine, screech or hum	-5
The following corrections apply to day only:		
3	Noise occurring more than 5 but less than 15 minutes per hour	+5
4	Noise occurring more than 1 but less than 5 minutes per hour	+10
5	Noise occurring less than 1 minute per hour	+15

6.0 TREE AND PLANT PROTECTION

A. Temporary Tree Protection:

1. The Contractor shall carefully protect existing trees from damage by construction activities. No trees outside the construction limits shall be removed or damaged, unless authorized by the Engineer.
2. If a tree is damaged or destroyed by construction (other than those designated for removal), the Contractor shall replace it in species, size and grade with a healthy tree as directed by the Engineer.
3. Where it is necessary to replace a tree damaged by construction, the Contractor shall bear all expenses required to establish the replacement tree and paying El Dorado County tree removal fees.

B. Cultivated areas and other surface improvements: All landscaped areas and other surface improvements which are damaged by actions of the Contractor shall be restored. The Contractor shall minimize vegetation removal. Areas shall not be cleared until construction activities require the work. Erosion controls shall be in place prior to clearing and grading activities.

7.0 WATER CONTROL

A. Temporary Pumping and Drainage:

1. The Contractor shall conform to the regulations and requirements of legally authorized surface water management agencies.
2. The Contractor shall be responsible for keeping trenches and other areas free from water as required to permit continuous progress of, or to prevent damage to, its own work or the work of others. The Contractor's operations shall be conducted in such a manner as to prevent sediment from reaching existing sewers, storm drains, and creeks.
3. The Contractor shall cover exposed excavated areas and spoils piles when runoff from rain is or would be likely to cause turbidity to enter local waterways. The Contractor shall suspend work in the rain if such work cannot be performed without causing turbid runoff.
4. To avoid solids or turbid runoff from entering local waterways, the Contractor shall cover, secure, and/or berm excavated area and spoils piles and employ other methods as necessary such as hay bale around storm drains or around construction sites; use of cut and cover construction method; or use of sedimentation basins.
5. The Contractor shall be responsible for providing and maintaining means and devices to remove and properly dispose of all construction, flushing, and testing water.

B. Water Quality Measures: Erosion control measures, such as silt fences, filter fabric, sedimentation ponds, placement of hay bales along the peripheries of construction sites, temporary detention ponds, and terraced slopes, shall be employed as appropriate in conformance with the approved Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP) and shall be in place prior to any clearing or grading activity.

8.0 OIL SPILL PREVENTION AND CONTROL

- A. General: The Contractor shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel, and other petroleum products used in the Contractor's operations. All such prevention, containment, and cleanup costs shall be borne by the Contractor. The Contractor shall not discharge oil, fuel, or other petroleum products from equipment or facilities into surrounding waters or onto adjacent land.
- B. Spill Mitigation Measures: The Contractor shall, at a minimum, take the following measures regarding oil spill prevention, containment, and cleanup:
 - 1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
 - 2. All land-based oil and products storage tanks shall be diked or located so as to prevent spills from escaping to the water. Diking and subsoils shall be lined with impervious material to prevent oil from seeping through the ground and dikes.
 - 3. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall then be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leakproof containers after cleanup and during transport to disposal. Waste material shall be disposed off property at an approved site.

9.0 DISCOVERY OF CULTURAL RESOURCES

- A. If any cultural resources, including prehistoric or historic artifact, or other indications of archaeological resources are found during grading and construction activities for any individual phase, or portion of an individual phase of the project, all work shall be halted immediately within a 100-foot radius of the discovery until an archaeologist retained by the City and meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, has evaluated the find(s). Construction activities beyond the 100-foot radius can proceed unless it is determined by the City and the archaeologist that additional areas require evaluation.
- B. Work cannot continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the NRHP or CRHR; or 3) not a significant Public Trust Resource.
- C. If Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained by the City.

- D. Delays in construction due to the presence of cultural resources will be considered in accordance with Section 00700, Special Provisions.

10.0 PALEONTOLOGICAL RESOURCES

- A. If paleontological resources are discovered during the course of construction for any individual phase, or portion of an individual phase of the project, work shall be halted immediately within 40 feet of the discovery, the City shall be notified, and a qualified paleontologist retained by the City shall be retained to determine the significance of the discovery and to flag the appropriate area. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist. Construction work may resume outside the designated area.
- B. Delays in construction due to the presence of paleontological resources will be considered in accordance with Section 00700, Special Provisions.

11.0 HUMAN REMAINS

- A. If human remains are discovered during the course of construction for any individual phase, or a portion of an individual phase of the project, work shall be halted at the site and any nearby area reasonably suspected to overlie adjacent human remains until the El Dorado County Coroner has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, either of the following steps will be taken:
 - 1. The coroner will contact the Native American Heritage Commission to ascertain the proper descendants from the deceased individual. The coroner will make a recommendation to the City for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, which may include obtaining a qualified archaeologist or team of archaeologists to properly excavate the human remains.
 - 2. The City will retain a Native American monitor, and an archaeologist, if recommended by the Native American monitor, and rebury the Native American human remains and any associated grave goods, with appropriate dignity, on the property and in a location that is not subject to further subsurface disturbance when any of the following conditions occurs:
 - a) The Native American Heritage Commission is unable to identify a descendent.
 - b) The descendant identified fails to make a recommendation.
 - c) The City or its authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

- B. Delays in construction due to the presence of human remains will be considered in accordance with Section 00700, Special Provisions.

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SECTION 01380 PHOTOGRAPHS

1.0 DESCRIPTION

- A. Construction photography is required to document: pre-construction conditions, construction activities, and post-construction conditions. Photographs will be particularly useful in documenting the pre-construction conditions of yards, landscaping, streets, etc.

2.0 RELATED REQUIREMENTS

- A. General Conditions
- B. Special Provisions

3.0 USE OF PHOTOGRAPHY

- A. Pre-Construction photography will be used in part to establish pre-construction conditions. Disputes with property owners will be settled through the use of construction photos that will document pre-construction conditions. In the event that the Contractor fails to adequately document pre-construction conditions, the Contractor will be obligated to restore disputed landscaping, yards improvements, etc. to the satisfaction of the property owner.

4.0 FORMAT

- A. Format of the photography shall be as follows:
 - 1. All photographs shall be in digital format with date stamp, delivered to the City on CD-ROM/DVD.
 - 2. Photographs shall be color photos with a minimum resolution of 1760x1168 pixels. Image storage size shall not exceed 250 KB per image.
 - 3. Video shall be in digital format with date stamp on a CD-ROM/DVD.

5.0 DATABASE

- A. The photos shall be displayed in a table, (MS-Excel) that will be used for indexing digital photographs. The table shall have the following fields: address, pre-construction photographs (will be multiple records), construction photographs (will be multiple records), and post-construction photographs (will be multiple records).
- B. The Contractor shall populate the table fields indicated with links to the digital photos that correspond to each residence affected by the project as well as public rights-of-way as necessary.

6.0 PRE-CONSTRUCTION DOCUMENTATION

- A. Prior to construction, the Contractor will document the conditions of all surface features of the affected areas. This documentation shall be in the form of both DVD and still digital photographs.
- B. The Contractor is obligated to document the Pre-Construction conditions sufficiently to avoid disputes with property owners regarding the quality of post-construction repairs.
- C. The photographer shall use signs in each photograph that clearly identify each photo by address.
- D. Pre-Construction video coverage shall include (at a minimum):
 - 1. The ground surface above all pipes to be replaced.
 - 2. All driveways in the project vicinity on which construction equipment may access.
 - 3. All curb, gutter and sidewalk, and other surface features in the project vicinity that construction equipment might damage.
 - 4. Private improvements (flatwork, landscaping, pools, walkways, mow strips) within residential backyards.
- E. Submit one pre-construction video to the City prior to beginning construction. Video shall be labeled with the title, "Pre-Construction Video", the name of the project, name of the Contractor, and date(s) of videotaping. The video photographer should include enough narrative to let a viewer know the time, date, and location of each separate area shown.
- F. Pre-Construction photographs shall include a minimum of two photos from all residential yards that will be excavated. Photos should focus on areas that will be disturbed by the work.
- G. Prior to the beginning of construction, the Contractor shall submit to the Engineer CDs with the following information:
 - 1. Photography table with links to color photographs for each address. Only links to pre-construction photographs are required to be completed at this time.
 - 2. A CD label with project title, photographs included, and Contractor name.

7.0 CONSTRUCTION PHOTOGRAPHS

- A. The Contractor shall use construction photographs to document the progress of construction activities. The Contractor should use construction photographs to document unusual situations, repairs made to buried improvements, accidents, construction disputes, and any other conditions that may be useful in the future. The use of construction photographs should be for the Contractor's benefit to document work completed.

- B. The Contractor shall supply photographs each time a gas line or telecommunications line is exposed with location and details of the condition noted.

8.0 POST CONSTRUCTION DOCUMENTATION

- A. Provide Post-Construction photographs. Post-Construction photographs will include photos of the completed and repaired work areas. Photos will include enough detail to demonstrate that the Contractor has performed repair and clean-up work. At a minimum, each site that was photographed for a pre-construction photo shall be re-photographed for the post-construction documentation.
- B. Following completion of construction, the Contractor shall submit to the City CDs with the following information:
 - 1. Photography table with links to color photographs for each location. Links to pre-construction photographs, construction photographs, and post-construction photographs are all required to be completed at this time. This final CD is to replace all CDs previously submitted to the City.
 - 2. A CD label with project title, photographs included, and Contractor name.
 - 3. If multiple CDs are required to hold the required information, each CD label shall include numbering to indicate the CD number and the total number of CDs in the set (i.e., 1 of 3).
- C. Post-Construction video shall be made that documents the post-construction conditions of the project sites. Again, the video should include footage of all areas shown in the pre-construction video. Also, the video should include any sensitive areas as indicated by property owner's feedback and concerns.
- D. Submit one copy of each post-construction video to the Engineer immediately following completion of the work and prior to the final payment. Video shall be labeled with title, "Post-Construction Video", the name of the project, name of the Contractor, and date(s) of videotaping. The video photographer should include enough narrative to let a viewer know the time, date and location of each separate area shown.

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SECTION 01400
QUALITY CONTROL AND INSPECTION

1.0 CONTRACTOR'S QUALITY CONTROL

- A. General: The Contractor is to ensure that products, services, workmanship and Site conditions comply with the requirements of the Contract Documents by coordinating, supervising, testing and inspecting its Work. The Contractor shall utilize only suitably qualified, skilled and trained personnel experienced in the tasks required to complete the Work in accordance with the quality requirements of the Contract Documents. Should there be no quality basis specifically prescribed for any portion of the Work, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- B. Quality of Work: The Contractor's quality of Work shall include, but not be limited to, the following requirements:
1. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
 2. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
 3. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by City.
 4. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
 5. Deviations from Standards and Code Compliance and Manufacturer's instructions and Recommendations: Secure Engineer's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
 6. Verification of Quality: Work shall be subject to verification of quality by Engineer in accordance with provisions of the Contract Documents.
- C. Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time. Acceptance of Defective Work, without specific written acknowledgement and approval of Engineer, shall not relieve the Contractor of the obligation to correct such Work. Should Engineer determine that it is not feasible or in City's interest to require Defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City and Contractor. If equitable

amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with the Contract Documents. Engineer and Consultant disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications. Contractor shall have full responsibility for all consequences resulting from Defective Work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and City and re-work, and extra time and costs of all types. Contractor waives excuses for defective work relating to Engineer's prior review of Submittals and/or prior failure to notice Defective Work in place on inspection.

2.0 INSPECTION AND TESTING

- A. The pipe shall be tested per El Dorado Irrigation District Standard Specification 33 01 30.13 which can be found in Appendix A of the project specifications.
- B. General: Where the Contract Documents require work to be field tested or approved, it shall be tested in the presence of the Engineer or its authorized representative. The Engineer shall have the right to witness all on-site tests performed by the Contractor and any shop tests. The results of any tests performed by the Contractor shall be made available for the information of the Engineer. Inspections, tests or favorable reviews by the Engineer or others shall not relieve the Contractor from its obligation to perform the work in accordance with the requirements of the Contract Documents or for its sole responsibility for the quality of workmanship and materials.

Except as specifically required under the technical specifications for testing and inspection, all tests for materials furnished by the Contractor shall be done in accordance with commonly recognized standards of national organizations. Where tests are to be performed by the Engineer or by an independent laboratory or agency, the Contractor shall furnish such samples of all materials as required by the Engineer without charge. The sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Engineer, and not by the Contractor. No material for which the Contract Documents require the submittal and approval of tests, certificates of compliance or other documentation shall be incorporated in the Work until such submittal has been made and approved. The Contractor shall provide safe access, including plants where materials or equipment are manufactured or fabricated, for the Engineer and inspectors to adequately inspect the quality of work and the conformance with the Contract Documents. The Contractor shall furnish the Engineer the necessary labor and facilities for such things as excavation in the compacted fill to the depths required to take samples. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

Upon completion of the Work, the Engineer will conduct a final inspection as provided for in Section 00700, Special Provisions. Records shall be available at all reasonable hours for inspection by other local or State agencies to ascertain compliance with laws and regulations.

Neither the employment of independent testing and inspection agency nor observations or tests by Engineer and Consultant shall in any manner relieve the

Contractor of obligation to perform Work in full conformance to all requirements of the Contract Documents. The Engineer reserves the right to reject all Work not in conformance to the requirements of the Contract Documents, or otherwise Defective.

- C. Notice: The Contractor shall notify the Engineer in writing at least twenty-four (24) hours before any field testing or special inspections are required to be performed by the Engineer or independent laboratory furnished by the City. The Contractor shall notify the Engineer at least two hours before any inspection is required to be performed or to witness the Contractor's on-site field testing.

Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be considered to be rejected. It will be the responsibility of the Contractor to demonstrate to the satisfaction the Engineer that the work meets all conditions of the specification and if such conditions are not met to remove the work.

The Contractor shall give the Engineer written notification at least fifteen (15) days prior to the shipment of materials and equipment to be tested and/or inspected at the point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

- D. Costs of Testing: The Contractor shall be responsible for, and shall pay for, all quality control and off-site tests of materials required including all source and mix design tests for the approval of soil and concrete materials. The City will perform the soils and concrete confirmation tests detailed in the Technical Specifications during the performance of the Work. City will retain and pay a qualified testing agency to perform soil compaction testing and work identified as requiring special inspections and testing as defined by UBC section 1701. All other testing required by the technical specifications shall be the responsibility of the Contractor.

The Contractor shall be responsible for, and shall pay for, all source quality control and all on-site tests of materials required, except those tests specifically noted to be performed and paid for by the City.

The Engineer shall have the authority to require additional tests or inspections due to the manner in which the Contractor executes its work. Examples of such additional tests and inspections include; tests of materials substituted for previously accepted materials, or substituted for specified materials, or retests made necessary by failure of material to comply with the requirements of the Specifications. Where such tests and inspections are required by Contract to be performed by the City, the City will pay for the additional tests and inspections but will issue an unilateral Change Order to deduct these costs from the Contract price.

- E. Work Covered Prior to Inspection and/or Testing: Work requiring inspection and/or testing shall not be concealed or buried prior to the acceptance of such

inspection or testing. Work covered without the favorable review or consent of the Engineer shall, if required by the Engineer, be uncovered for inspection and/or testing at the Contractor's expense.

- F. Work Covered With Prior Inspection and/or Testing: If the Engineer considers it necessary or advisable that covered work which was favorably inspected and tested be uncovered for reinspection and/or retesting, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction, and a Change Order shall be issued for such additional work.
- G. Special Tests and Inspections: As provided for in the Contract Documents, laws and regulations, specialized tests and inspections shall be performed by special inspectors certified by the International Conference of Building Officials (ICBO). Unless otherwise stated in the Contract Documents, each of these tests will be performed and paid for by the City.
- H. Inspections and Tests by Serving Manufacturers: Unless otherwise indicated in the Contract Documents, the Contractor shall cause all required tests and inspections to be conducted by materials, equipment or systems manufacturers. Additionally, all tests and inspections required by materials, equipment or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contractor's bid.

3.0 TEST WATER

- A. The City will furnish water for testing to the Contractor, free of charge, as is available from the City's water system. The conveyance of water shall be the responsibility of the Contractor and shall be at the Contractor's expense.
- B. The Contractor shall submit a written request of water needs for testing including a description, volume, location and duration of use to the Engineer for approval. The Engineer will designate the type of water, locations where connections may be made and the backflow protection, if required. The Contractor is responsible for providing, installing and testing the backflow prevention device at the Contractor's expense. The Engineer may also require a meter on the connection depending on the volume of water requested.
- C. There may be short periods of time when water is not available from the City's system.

*****END OF SECTION*****

**SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

1.0 GENERAL

- A. This section covers the general requirements for the Contractor's temporary facilities at the job site and for the prosecution of the work. The Contractor shall be responsible for furnishing, installing and maintaining all temporary utilities required for the Work, all construction aids required for the Work, fences and barriers as required for protection of the public, property, environment and the Work, field offices and storage facilities, as specified, except as allowed herein, and removal of said items upon completion of the Work. The Contractor may use existing roadways for access and parking to the extent practical and allowable.

2.0 QUALITY ASSURANCE

- A. Contractor shall comply with applicable Federal, State, and local laws, codes, regulations and ordinances and with utility company requirements.

3.0 SUBMITTALS

- A. Submit the following information:
1. Copies of permits and approvals for construction as required by Laws and Regulations of governing agencies.
 2. Backflow prevention procedures for temporary connection to City's potable water system, if applicable.
 3. Proposed plan and layout for all temporary offices, designated parking areas, sanitary facilities, storage yards, temporary water service and distribution, temporary sewer connection, temporary telephone service, temporary power service and distribution and temporary fire equipment access roads.

4.0 TEMPORARY UTILITIES

- A. Utility Requirements: The Contractor shall maintain and operate the temporary utility systems to assure continuous service. The systems shall be modified and extended as Work progress requires. Temporary materials and equipment shall be completely removed when their use is no longer required. The Contractor shall clean and repair any damage caused by temporary utility installations or use.
- B. Power: Contractor shall make arrangements for temporary power, furnish temporary power pole and meter, make temporary connection, and make arrangements and pay all costs for a temporary power supply. Contractor shall arrange for and pay all costs associated with temporary power service to the field offices and to Contractor's storage sheds and shall pay all costs for installation and removal of temporary service and all power used. Contractor shall pay for energy used during start-up and testing and until such time that the Engineer takes beneficial occupancy of the Work or the Work is accepted by the Engineer, whichever occurs first.

The Contractor shall provide temporary lighting to meet applicable requirements to allow erection or installation of materials and equipment and to allow observation and inspection of the Work.

- C. Water: Contractor shall provide bottled drinking water service for all drinking water required by construction personnel. Provide refrigerated bottled water dispensers for all trailers to be occupied by personnel. Each dispenser shall have two 3-gallon internal reservoirs and an additional 5-gallon water bottle storage. A minimum of two extra 5-gallon water bottles shall be on hand at each trailer during the duration of occupancy. The Contractor shall be responsible for paying all costs associated with supplying drinking water.

The Contractor shall provide water storage tankage as necessary for construction purposes.

- D. Telephone: The Contractor shall provide telephone service:
1. Telephone lines and instruments for Contractors use at Contractor's option and costs.

The Contractor shall pay all costs for installation and removal of telephone lines and instruments and local telephone service. If internet access service is specified, the Contractor shall pay all costs for installation and removal and monthly ISP charges for internet service. Telephone and internet service are to be installed and ready for use within ten (10) days after receipt of the Notice to Proceed.

- E. Heating and Ventilation: The Contractor shall provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate the progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity. Adequate forced ventilation of enclosed areas shall be provided for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases. Portable heaters shall be standard approved units complete with controls and suitably vented to the outside as required for protection of health and property. The Contractor shall be responsible for paying all costs of installation, fuel, maintenance, operation, and removal.

5.0 CONSTRUCTION FACILITIES

- A. General: Temporary structures shall be structurally sound, weather tight, with floors raised above ground. Temperature transmission resistance shall be compatible with occupancy and storage requirements. At the Contractor's option, portable or mobile buildings modified for office use may be used. Existing site facilities and new permanent facilities shall not be used for construction facilities. Sites for temporary structures shall be filled and graded to provide surface drainage. Temporary structures shall be constructed on proper foundations, secured, provided with connections for utility services and provided with railed steps and landings at elevated entrance doors. Periodic maintenance

and cleaning shall be provided for temporary structures, furnishings, equipment and services. Temporary structures, contents and services shall be removed when they are no longer needed for the Work. Foundations and debris shall be removed, the site graded to required elevations and the areas cleaned.

Contractor shall not use any of the Residence's facilities or supplies, including telephones, sanitary facilities, trash receptacles or vehicles.

The Contractor shall, at all times, be responsible for the security of the Contractor's facilities, materials and equipment. The City will not be responsible for missing or damaged equipment, tools or personal belongings.

- B. Storage Buildings: Storage buildings shall be adequate for the requirements of the various trades and shall have adequate dimensions for storage and handling of products. Ventilation shall be provided to comply with specified and code requirements for the products stored. Heating shall be provided to maintain temperatures specified in the respective sections for the products stored. Buildings shall be arranged and/or partitioned to provide security of contents and ready access for inspection and inventory. Combustible materials shall be stored in a well ventilated, remote building meeting applicable safety standards.
- C. Sanitary Facilities: The Contractor shall provide sanitary facilities for the on-site personnel:
 - 1. As required by laws and regulations.
 - 2. Not less than one (1) facility per site.
 - 3. Not less than one (1) facility for each 20 employees, or fraction thereof, of Contractor and subcontractors at the site.

Facilities and enclosures shall be serviced, cleaned and maintained on a weekly basis. The Residence's sanitary facilities will not be available for use by Contractor or subcontractors.

6.0 CONSTRUCTION AIDS

- A. The Contractor shall provide construction aids and equipment required by personnel and to facilitate the execution of the Work including, but not limited to, scaffolds, staging, ladders, stairs, ramps, runways, platforms, railways, hoists, cranes, chutes and other such facilities and equipment as required.
- B. Construction aids shall be relocated as required by the progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Residents. Temporary materials and equipment shall be completely removed at the completion of the Project. Remove foundations and underground installations for construction aids. The areas of the site affected by temporary installations shall be graded to required elevations and slopes and the area clean. The Contractor shall clean and repair damage caused by installation or by use of temporary facilities.

7.0 VEHICLE ACCESS AND PARKING

- A. Contractor shall ensure that construction vehicles do not limit access and street parking for area residents. All efforts shall be made to minimize the number of construction vehicles on site at all times.

8.0 TEMPORARY BARRIERS AND ENCLOSURES

- A. Barricades: The Contractor shall provide suitable barricades as required for protection of the work and protection of the public, City's employees, Contractor's employees and others who may be affected by the Work. The barricades shall be provided to prevent unauthorized entry to construction areas and affected roads, streets and alleyways and to protect existing facilities and adjacent property from damage. Warning lights shall be illuminated on barricades from sunset to sunrise where required for safety. Placement of barricades shall be done in a manner that will allow City personnel and residents access to existing facilities. The barricades shall be installed in a neat manner, with a reasonable uniform appearance and structurally adequate for the required purposes. Barricades shall be relocated as required by the progress of the Work. Barricades, including foundations, shall be removed when construction has progressed to the point that they are no longer needed. The Contractor shall repair damage caused by installation, fill and grade the areas of the site to required elevations and slopes and clean the area.

9.0 TEMPORARY CONTROLS

- A. All BMPs identified in the WPCP prepared and submitted by the Contractor shall be in place prior to the start of work.

*****END OF SECTION*****

SECTION 01770 CLOSE OUT PROCEDURES

1.0 CLEANING OF SITE

The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site in its normal neat and orderly condition throughout the construction period.

On or before the completion of the work including punch list acceptance by the Engineer, the Contractor shall remove rubbish of all kinds from the jobsite and any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the Engineer. Pavement shall be swept and/or flushed to remove any spilled soil or aggregate base material after placement of both temporary and final pavement. Pipes, drainage inlets, streets and sewers used by the Contractor or contaminated by his operations shall be cleaned thoroughly to the satisfaction of the Engineer.

2.0 WASTE DISPOSAL

- A. Arrange for and dispose of surplus materials, waste products, and debris off-site.
 - 1. Prior to making disposal on private property, obtain written permission from Owner of such property.
- B. Do not fill ditches, washes, or drainage ways which may create drainage problems.
- C. Do not create unsightly or unsanitary nuisances during disposal operations.
- D. Maintain disposal site in safe condition and good appearance.
- E. Complete leveling and cleanup prior to final acceptance of the Work.

3.0 TOUCH-UP AND REPAIR

- A. Touch-up or repair finished surfaces on structures, equipment, fixtures, and installations that have been damaged prior to inspection for Final Acceptance.
- B. Refinish or replace entire surfaces which cannot be touched-up or repaired satisfactorily.

4.0 CLOSEOUT DOCUMENTS

- A. Submit following Closeout Submittals upon Completion and at least seven (7) days prior to submitting Application for Final Payment:
 - 1. Evidence of Compliance with Requirements of Governing Authorities.

2. Project Record Documents.
3. Warranties and Bonds.
4. Evidence of Payment and Release of Liens and Stop Payment Notices as outlined in Conditions of the Contract.
5. Release of claims as outlined in Conditions of the Contract.
6. Survey Record Documents.
7. Certificate of Final Completion.

5.0 PROJECT RECORD DOCUMENTS

- A. Maintain at Project site, available to Engineer, one (1) copy of the Contract Documents, shop drawings and other submittals, in good order as a true, complete and accurate record of the work. The drawings shall consist of one set of full-size prints of the contract drawings marked up to reflect all changes that have been made during the course of the work and other supplementary information. The record drawings shall be updated weekly and be available for inspection by the Engineer at all times.
 1. Mark and record field changes and detailed information contained in submittals and change orders.
 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.
 3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
 4. Identify location of spare conduits including beginning, ending and routing through pull boxes, and manholes. Record spare conductors, including number and size, within spare conduits, and filled conduits.
 5. Provide schedules, lists, layout drawings, and wiring diagrams.
 6. Locations of all items, not necessarily concealed, which vary from the plans.
 7. Deviations from the sizes, locations and other features of installations shown in the plans
 8. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments:	Blue
Dimensions:	Graphite
- B. Maintain documents separate from those used for construction.
 1. Label documents "RECORD DOCUMENTS."
- C. Keep documents current.
 1. Record required information at the time the material and equipment is installed and before permanently concealing.

- D. Deliver record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- E. Record documents shall be available for the Engineer to review to ascertain that changes have been recorded.
- F. Failure of the Contractor to keep current with the updating of the Record Documents shall be grounds for withholding monies from partial payment estimates as specified in Section 00700, SPECIAL PROVISIONS.

6.0 ADDITIONAL CONTRACT RECORD INFORMATION

- A. In addition to the marked up set of plans, the Contractor shall also maintain a contract record file of additional drawings and information necessary for clarification. These include, but are not limited to:
 - 1. Field instructions (directives and field orders) issued by the Engineer.
 - 2. Contract change orders.

***** END OF SECTION *****

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**SECTION 02060
TEMPORARY TRAFFIC CONTROL**

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. This work consists of furnishing, placing, implementing, maintaining and removing the various temporary traffic control setups in accordance with the City of Placerville Standards and Caltrans Standards.
- B. The Contractor shall prepare and submit a traffic control plan to the City of Placerville and receive approval prior to starting any work.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All barricades, warning signs, lights, temporary signals, and other protective devices shall conform to the provisions for Construction Signing as indicated in the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition, published by the Federal Highway Administration. Materials used for the fabrication or erection of such devices shall be approved by the City before use on the project. Traffic control devices not approved by the City will not be allowed to be used on the project and their use may justify suspension of Work.
- B. All controls shall comply with the California Supplement to the Manual on Uniform Traffic Control Devices (MUTCD-CA), Part 6, most current version at time of notice to proceed.
- C. Sign Panels: Sign panels will be constructed of 3/4-inch plywood or 6061-T6 or 5052-H38 aluminum alloy sheeting conforming to ASTM 209.
 - 1. Aluminum sign panels shall be 0.125 inches thick and backed with metal backing angles; except that those sign panels 48 inches by 60 inches or smaller may be:
 - a. 0.080 inches thick and backed with metal backing angles or 2-inch x 4-inch dimensional lumber or,
 - b. Unbacked 0.125 inches thick.
 - 2. Wood sign panels shall be backed with metal backing angles; except that backing is not required during the construction season for those sign panels 48 inches by 60 inches or smaller.
 - 3. All sign panels installed without backing during construction will be backed as described above at the Contractor's expense prior to any suspension of work.
- D. Barrels: Barrels will be plastic conforming to the Manual on Uniform Traffic Control Devices California Supplement (MUTCD-CA), with six-inch-wide stripes.

2.02 FLAGGING

- A. The Flagging Code as adopted by the California Department of Transportation and made a part of the MUTCD-CA shall be adhered to at all times.

2.03 TRAFFIC CONTROL MAINTAINER

- A. The Contractor shall designate an individual(s) who will be responsible at all times to see that all necessary maintenance of traffic control devices is performed. The name of this individual(s) and the telephone number where this person(s) can be contacted at any time shall be submitted to the City before implementing any temporary traffic control on the project.
- B. This individual(s) hereinafter entitled "TRAFFIC CONTROL MAINTAINER", shall be responsible at all times to see that all necessary maintenance of traffic control devices is performed. Maintenance will include, but will not be limited to, the following:
 - 1. Clean all devices
 - 2. Repair, reset or replace any damaged devices
 - 3. Reset undamaged devices knocked or blown down
 - 4. Replace batteries, light bulbs, control panels, and other components of electrical devices.
 - 5. Add fuel and motor oil to engines of power generating units for electrical devices and maintain them in good operating condition.
 - 6. ensure that all devices remain in their proper locations and are properly positioned in accordance with the traffic control plan in use.
 - 7. Implement and enforce a system of relief flagging in which every flagger shall be relieved for at least fifteen (15) minutes every four hours for the duration of their shift.
- C. Failure of Contractor to implement a TRAFFIC CONTROL MAINTAINER or failure of Maintainer to comply with the above stipulations will be considered just cause to suspend Work. The cost for a TRAFFIC CONTROL MAINTAINER is subsidiary to other bid items.

PART 3 – EXECUTION

3.01 REQUIREMENTS

- A. Construction shall not commence on the portions of the project requiring traffic control until necessary construction warning signs are in place and approved by the Engineer.
- B. No traffic control will be paid for outside of the project limits which results from the haul of Contractor secured material sources. Such traffic control shall be approved by the City and adhere to the provisions for Construction Signing as indicated in the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition. This additional control will be considered subsidiary to other bid items.

- C. Contractor shall notify appropriate authorities in advance of any street closure and as required by the City approved traffic control plan. This includes notifying the City, local media, all emergency services, all non-emergency services, such as waste collection and postal delivery, Engineer and all affected residents and businesses at least one week prior to closing any streets. Cal-trans shall be notified if the project includes or is adjacent to a road under their jurisdiction. Highways and/or streets closed to through traffic shall be protected by barricades and obstructions shall be reflectorized and illuminated during hours of darkness. All flagging stations shall be fully illuminated, if they are providing traffic control during hours of darkness.
- D. Contractor shall provide an appropriate alternate route if street closures are proposed. No closure shall be allowed if an alternate route is not available. All closures must be approved in advance by the City of Placerville and shall be limited to between the hours of 7:30am and 4:30pm to allow for ingress and egress of working residents.
- E. Reasonable access shall be maintained to local residents at all times. Collector and arterial streets shall provide local access and emergency traffic flow.
- F. Portable signs may be mounted on stands, skids, or on Barricades at the option of the Contractor. When not in use, however, signs and all mounting hardware shall be removed from edge of traveled way.
- G. If road closures are implemented this will also include all time and materials required to coordinate with the City Police and Fire Department. The Contractor is also responsible to coordinate bus service, mail delivery and garbage pick-up as applicable.
- H. The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations and/or by providing alternative pedestrian and bicycle access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Pedestrians shall not be diverted into a portion of the street used for vehicular traffic or on to private property unless proper barriers, delineation, and adequate signage are in place. Hand railings for pedestrians shall be provided when required by Americans with Disabilities Act (ADA) on each side of bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic.
- I. The Contractor shall notify, in writing, residents and business establishments along the route of the work at least 10 working days prior to road closures and at least 3 working days prior to placing parking restrictions or planned disruption of any ingress and/or egress. The notice provided to the residences and businesses shall include, at a minimum, a schedule of closures with estimated closure times, the closure location, and alternate route or detour, and the name and 24-hour phone number of a contract person employed by the Contractor.
- J. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained to fire hydrants, homes, commercial and industrial

establishments, parking lots, and all similar facilities and establishments. Access must be navigable, continuous, and unobstructed unless otherwise approved by the City.

****END OF SECTION****

SECTION 02075
PROTECTION, TESTING, AND RESTORATION OF EXISTING FACILITIES

PART 1 – GENERAL

1.01 REQUIREMENTS

- A. This section is intended to include requirements associated with protection, testing, and restoration of existing facilities such as underground utilities, sprinkler systems, utility poles, surface improvements, and survey markers.

1.02 NOTIFICATION OF UTILITIES

- A. Utility owners, including El Dorado County, are to be contacted by the Contractor prior to any excavation activities requesting locations on underground utilities and services on a street-by-street basis. Should any apparent interferences exist, the Engineer shall be immediately notified.
- B. Contractor shall utilize the services of Underground Service Alert (USA) and shall obtain a USA ticket and keep the ticket current during excavating. USA may be contacted at 1-800-642-2444.
- C. In the event that a conflicting utility is damaged, the utility owner shall be notified and given the opportunity to specify alternative repair materials or methods.

1.03 INTERRUPTION TO UTILITIES

- A. Any underground facilities located by utility owners, the City, or indicated in Contract Documents shall be treated as directed in Section 00700, Special Provisions, to the Construction Contract.
- B. Any underground facilities not located by utility owners and not indicated in Contract Documents shall be treated according to Section 00700, Special Provisions, to the Construction Contract
- C. Exact locations and depths of all underground utilities shall be verified, by uncovering, prior to commencing any work activities, as required in Section 00700, Special Provisions. When such exploratory excavations show the underground utility locations as indicated in Contract Documents to be in error, the Contractor shall immediately notify the Engineer in writing.
- D. Where utilities are to be relocated, Contractor shall make proper application to the owners of the conflicting utilities and notify Engineer of specified time and conditions of necessitated work.
- E. Contractor shall, prior to work on private property, coordinate with the property owner to test existing sprinkler systems. The test shall require the Contractor to visually inspect the operating sprinkler system and to note any deficiencies. The Contractor shall provide to the City and the landowner a list of deficiencies
- F. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other work.

- G. No additional compensation for any breaks or other delays associated with working around existing utility lines (gas, water, sewer, irrigation, etc.) will be made. The Contractor assumes the responsibility to retain and protect existing utility lines within or without the specified pay limits.
- H. Contractor is responsible and assumes all liability to retain and protect all utility poles within or beyond the specified pay limit.
- I. Contractor accepts responsibility for repair of utilities damaged during construction whether shown on the plans or not.

1.04 PROTECTION OF SURVEY AND STREET MARKERS

- A. Survey markers or other existing street markers shall not be destroyed, removed, or otherwise disturbed without proper authorization. No pavement breaking or excavation shall be started until all surveyor or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration by the Contractor.
- B. All survey markers or points disturbed, will be accurately restored by the Contractor after all work is complete. The Contractor is responsible to replace survey markers per City of Placerville standards and obtain approval from the City prior to final closeout of the project.

1.05 PROTECTION OF TREES

- A. Any construction work within the drip line of any tree shall conform to the City of Placerville Standard Specifications and the following: No tree shall be: removed without the expressed written permission of the property owner. Roots over 2-inches in diameter shall be protected and if accidentally damaged, shall be treated with sealer material or as approved by the City. Hand excavation may be required to avoid damage to roots 2-inches in diameter and larger. Cutting or breaking roots 2-inches in diameter or larger may require trimming of the tree to the satisfaction of the property owner or El Dorado County requirements.

PART 2 – PRODUCTS

2.01 REPLACEMENT IN KIND

- A. Unless indicated otherwise, or specifically authorized by a utility owner, reconstruct utilities with new material of the same size, type, and quality as that removed.

PART 3 – EXECUTION

3.01 GENERAL

- A. Replace per the City of Placerville standards all improvements such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc. that are cut, removed, damaged, or otherwise disturbed by construction.
- B. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner a minimum of 48 hours in

advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements.

- C. Determine the true location and depth of utilities and service connections that may be affected by or affect the work. Determine the type, material, and condition of these utilities. To provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

3.02 PROCEDURES

- A. Protect in place: Protect utilities in place, unless abandoned, and maintain the utility in-service, unless otherwise specified.
- B. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Install a 3 foot concrete plug in waterlines 4-inches or greater in diameter. Legally dispose of cut pipe and other removed items.
- C. Tees or outlets cut and capped on existing waterlines remaining in service will be subjected to the same leak standards as new pipe. Contractor shall account for thrust and pressure in the existing line when cutting and capping outlets.
- D. Remove and Reconstruct: Where so indicated in the plans, or as required by the Engineer, remove the utility and, after passage, reconstruct it with new materials. Provide temporary services for the disconnected utility.

3.03 COMPACTION

- A. Utilities Protected in Place: Contractor shall backfill and compact under and around the utility.
- B. Sewer Crossing Procedures: When crossing a sewer service, lateral or main the Contractor shall protect the existing facility in place. Any damaged sewer service, lateral or main shall be replaced per City standards at the Contractor's expense.

3.04 LAWN REPLACEMENT

- A. Any lawns damaged by construction shall be replaced with nursery grown sod and repaired at no cost to the City per Section 02491, Landscaping Repair. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to pre-construction conditions. Seeding may be allowed on a case-by-case basis to achieve better match with existing grass, if adequate soil preparation is performed and watering arrangements are made with the owner.

3.05 LANDSCAPING REPLACEMENT

- A. All landscaping, including plants, flowers, and/or other vegetation damaged by construction shall be replaced or repaired at no cost to the City per Section 02491, Landscaping Repair. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to pre-construction conditions.

3.06 YARD STRUCTURES

- A. Any structures including fences, sheds, decks, walkways, concrete, asphalt, etc. damaged by construction shall be replaced or repaired at no cost to the City. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to pre-construction conditions.

3.07 PAVEMENT AND STRIPING

- A. All pavement and striping disturbed during the project shall be replaced in kind. Pavement and striping within commercial areas shall be approved by the property owner. Approvals shall be provided to the City in the form of a letter signed by the owner.

3.08 PRIVATE UTILITIES

- A. All private utilities such as irrigation systems, swimming pool piping, yard lighting systems, etc., shall be replaced or repaired at no cost to the City. Every attempt shall be made to satisfy the property owner that the repair has been made to restore private property to preconstruction conditions.

3.09 DRIVEWAYS

- A. Driveways shall be replaced in kind (but no less than 4-inches of concrete over 4-inches of gravel) by removing and replacing the entire damaged portion between joints or scores, except as follows:
 - 1. If there are no joints or scores in the damaged driveway, the Contractor may saw cut scores into the driveway in a symmetrically pleasing manner that is approved by the City and the property owner, to create concrete panels that are no larger than 10 ft x 10 ft, and replace the newly created damaged portion;
 - 2. In the event that existing driveway panels are greater than 10 ft x 10 ft, the Contractor may saw cut the driveway in a symmetrically pleasing manner that is approved by the City and the property owner, to create panels smaller than 10 ft x 10 ft, and remove and replace only the damaged portion
- B. It is the intent of this specification that the Contractor will not be required to replace more than 10 ft x 10 ft of any single driveway but that if the Contractor is required to saw cut new panels into a driveway, the new panels will be required to be as close to 10 ft x 10 ft as possible.
- C. Compaction of sub-grade shall be per City of Placerville standards.
- D. Driveways may be temporarily repaired with gravel, such that property owner can still use the driveway for up to ten working days. All final driveway repairs shall be made within ten working days of damage occurring.

****END OF SECTION****

**SECTION 02221
TRENCH EXCAVATION, BACKFILL AND COMPACTION**

PART 1 – GENERAL

1.01 SCOPE

- A. This section governs the work for trench excavation, backfill and compaction for underground pipeline work.

1.02 SUBMITTALS

- A. Upon request, the following items shall be submitted and approved by the City.
 - 1. Test results showing gradation, durability, and sand equivalent of pipe zone material.
 - 2. Permit and notification form for excavations 5 feet or more in depth as required by Cal-OSHA, including any trench excavation or shoring plans.

1.03 COMPACTION TESTING

- A. Compaction testing frequency and location shall be approved by the City.

1.04 POTHOLING

- A. The Contractor shall pothole all utility crossings with the proposed sewer alignment and laterals prior to the installation of any sewer lines or laterals. Pothole all utility crossings a minimum of one week in advance of any work occurring and keep the project within the required time frames specified in Section 00800, Supplementary Conditions, and document depth and location versus that shown on the plans. Pothole data including station and offset, cover, direction, owner, facility type, material, and size shall be organized into a spreadsheet and submitted to the Engineer. All potholing shall be done in advance of the work and purchase of final fittings. Costs associated with any utility conflicts resulting from inadequate potholing effort shall be the responsibility of the Contractor.
- B. Contractor shall, prior to any pipeline installation, mark with white paint the limits of pavement removal for the proposed pipeline alignment and mark the depth of all utilities crossing the proposed alignment.

PART 2 – MATERIALS

2.01 TRENCH EXCAVATION

- A. The Contractor shall perform a thorough investigation of the site. The Contractor shall complete all excavations regardless of the type of materials encountered. The Contractor shall make his own estimate of the kind and extent of the various materials which will be encountered in the excavation.

Excavation of hard rock, if encountered, will be paid by force account of a time and materials basis, see Section 02221-3.04.

2.02 PIPE ZONE

- A. Material for the pipe zone shall conform to one of the following:
 - 1. Class 2 Aggregate Base – Shall conform with the specifications of Section 26 – Aggregate Bases – of the State Specifications.

2.03 BACKFILL

- A. Outside Asphalt Road Sections
 - 1. Material for backfill from 12-inches above the top of the pipe to subgrade, shall be free from organic matter, debris, and rocks larger than 6-inches in diameter or length. The City shall be the sole judge of conformance of backfill material to this specification.
 - 2. Backfill material shall generally conform to the following gradation:

Sieve Size	Percent Passing
6"	100
3"	50
#4	35 - 100
#30	20 – 100

- B. Within Asphalt Road Sections
 - 1. Trench shall be backfilled with Class II AB or controlled low strength material (CLSM) as approved by the Engineer.

PART 3 – EXECUTION

3.01 EXCAVATION

- A. Excavation for pipelines, fittings, and appurtenances shall be open trench to the depth and in the direction necessary for the proper installation of the same as shown on the plans or as otherwise approved by the Engineer. Excavation shall only proceed when the necessary materials have been delivered to the site.
- B. The Contractor shall bear all costs of disposing of roots and all other waste materials from the excavation. Material shall be disposed of in such a manner as to meet all requirements of the state, county, and local regulations regarding health, safety, and public welfare. Non-flammable material and flammable material, when burning is not permitted, shall be disposed of off the construction site in an approved location at the Contractor's expense.
- C. The Contractor shall remove obstructions within the trench area or adjacent thereto, such as abandoned concrete structures, logs, and debris of all types, without additional compensation. The Engineer may, if requested, make changes in the trench alignment to avoid major obstructions, if such alignment can be made without adversely affecting the intended function of the facility.

1. Existing Pavement Removal – Pavement to be removed shall be removed and replaced in the manner prescribed by the Agency issuing the encroachment permit.

Existing pavement, curbs, gutters, sidewalks, and driveways to be removed in connection with construction shall be neatly saw cut prior to removal. Saw cuts shall have a minimum depth of one inch in concrete sidewalk. Road section depths and materials (e.g., asphalt and concrete depths) may vary. Contractor is responsible to determine saw cutting requirements.

Concrete sidewalks or driveways shall be removed so that a minimum 30-inch square is replaced. If the saw cut in a sidewalk or driveway would fall within 30-inches of a construction joint, expansion joint, or edge, the concrete shall be removed and replaced to the joint or edge. If the saw cut would fall within 12-inches of a score mark, the concrete shall be removed and replaced to the score mark. Concrete shall be removed by jackhammer.

2. Grading and Stockpiling – The Contractor shall control grading in a manner to prevent water running into excavations. Obstructions of surface drainage shall be avoided, and means shall be provided whereby storm and wastewater can be uninterrupted in existing gutters, other surface drains or temporary drains. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and kept shaped to cause the least possible interference with public travel. Unimpeded access shall be provided to all fire hydrants, water valves, meters, and private drives.
3. Line and Grade – The Contractor shall excavate the trench to the lines and grades shown on the plans. Any deviations shall first be approved by the Engineer. The trench shall be excavated to a minimum depth of 6-inches below the bottom of the pipe. The sides of the trench shall be excavated and maintained as nearly vertical as is practical.
4. Trench Support – The trench shall be adequately supported, and the safety of workers provided for as required by the standard of the appropriate regulatory agency.

All shoring for open excavations shall conform to the State of California, Department of Industrial Relations, and Division of Industrial Safety "Construction Safety Orders."

The Contractor shall be responsible for adequately shored and braced excavations so that the earth will not slide, move, or settle, and so that all existing improvements of any kind will be fully protected from damage.

No shoring once installed, shall be removed until the trench has been approved for backfill operations. Removal of shoring shall only be accomplished during backfill operations and in such a manner as to

prevent any movement of the ground or damage to the pipe or other structures.

The Contractor shall obtain all permits for any excavations over 5 feet in depth into which a person is required to descend or any excavation less than 5 feet in depth in soils where hazardous ground movement may be expected and into which a person is required to descend.

Excavated material shall not be placed closer than 2 feet from the top edge of the trench. Heavy equipment should not be used or placed near the sides of the trench unless the trench is adequately braced.

5. Use of Explosives – Blasting is strictly prohibited.
6. Preservation of Trees – Excavation within the dripline of any tree shall conform to the following and to encroachment permits. Trees shall not be removed outside of fill or excavated areas, except as authorized by the City.

Tree roots larger than 2-inches in diameter, shall not be cut and shall be kept moist during exposure. For damaged or severed root systems, trees shall be trimmed to compensate for the decreased root system. Trimming shall be done to the satisfaction of the City Inspector. All roots shall be neatly cut with saw or sharp cutter.

7. Dewatering – The Contractor shall provide and maintain, at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. Said methods may include well points, sump pumps, suitable rock or gravel placed below the required bedding for drainage and pumping purposes, temporary pipelines and other means, all subject to the approval of the Engineer.

Dewatering for the structures and pipelines shall commence when groundwater is first encountered and shall continue until the backfill at the pipe zone has been completed.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. No water shall be drained into work built or under construction without prior consent of the Engineer. Water shall be disposed in such a manner as not to be a menace to public health.

The Contractor shall be responsible to obtain all required local and state permits and comply with all applicable regulatory requirements. The Contractor shall provide the City with a dewatering plan clearly showing compliance prior to any dewatering activities.

8. Correction of Faulty Grades – Any over-excavation carried below the grade as specified or shown, shall be rectified by backfilling with approved sand and/or graded gravel, and shall be compacted to provide a firm and unyielding subgrade and/or foundation, as directed by the Engineer.
9. Structure Protection – Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his expense and subject to the approval of the Engineer. Any structure that has been disturbed shall be restored upon completion of the work.
10. Protection of Property and Surface Structures – Trees, shrubbery, fences, and poles and all other property and surface structures shall be protected unless their removal is shown on the plans or authorized by the Engineer.
11. Trench Width and Grade – The width of the trench within the pipe zone shall be such that the clear space between the barrel of the pipe and the trench wall shall not exceed the amount shown in the standard details. In general, the following shall be adhered to:

Nominal Pipe Diameter	Trench Width Minimum	Maximum
2"-12"	O.D. + 12"	O.D. + 18"
14"-20"	O.D. + 24"	O.D. + 36"

Trench widths in excess of those specified shall have prior written approval.

12. Maximum Length of Open Trench – Unless otherwise specified or directed by the City or County, the maximum length of open trench shall be 200 feet, or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. The distance is the collective length of any location, including open excavation, pipe laying and appurtenant construction and backfill which has not been temporarily resurfaced. Failure by the Contractor to comply with the limitations specified herein may result in an order to halt progress of the work until compliance has been achieved. The Contractor shall provide proper barricades for excavated areas.

3.02 TRENCH FOUNDATION

- A. The trench bottom shall be graded to provide a smooth, firm, and stable foundation at every point throughout the length of the pipe. Should large gravel and cobbles be encountered at the trench bottom or pipe subgrade, they shall be removed from beneath the pipe and replaced with Class 2 aggregate base which shall be compacted to provide uniform support and a firm foundation.

- B. Foundations in Poor Soil - If excessively wet, soft, spongy, unstable, or similarly unsuitable material is encountered at the surface upon which the bedding material is to be placed, the unsuitable material shall be removed to a depth as determined in the field by the Engineer. The Contractor's attention is called to Section 02221-3.01C7, regarding his responsibilities in maintaining adequate dewatering procedures to ensure that an otherwise stable foundation will not be rendered unfit due to accumulation of water.

3.03 BACKFILL AND COMPACTION

- A. Backfill shall be completed within the shortest possible time so that the construction area or street can be opened to traffic. If for any reason construction of the pipeline or appurtenances thereto is delayed, the City may require that the trench be backfilled and such areas or streets opened to traffic.
- B. Pipe Zone – After completion of the trench excavation and proper preparation of the foundation, 6-inches of bedding material shall be placed on the trench bottom for support under the pipe. Bell holes shall be dug to provide adequate clearance between the pipe bell and the bedding material. All pipe shall be installed in such a manner as to insure full support of the pipe barrel over its entire length. After the pipe is adjusted for line and grade and the joint is made, the remainder of the pipe bedding shall be placed to the limits as shown on the plans. All bedding material shall be compacted 90 percent as measured by Test Method California 231, prior to placement of subsequent backfill.
- C. When bedding material is Class 2 aggregate base or imported sand, the pipe bedding backfill shall be brought to optimum moisture content and shall be placed by hand in layers not exceeding 3-inches in thickness to the centerline (springline) of the pipe and each layer shall be solidly tamped with the proper tools so as not to injure, damage, or disturb the pipe. Backfilling shall be carried on simultaneously on each side of the pipe to assure proper protection of the pipe.
- D. Each lift shall be "walked in" and supplemented by slicing with a shovel to ensure that all voids around the pipe have been completely filled. Mechanical compaction such as "pogo sticks" or "wackers", as approved, shall be used for compaction of pipe zone.
- E. Initial Backfill – The remaining portion of the trench shall be backfilled, compacted and/or consolidated by approved methods to obtain a 90% compaction as measured by Test Method 231F. Backfill shall be Class 2 aggregate base unless otherwise approved by the Engineer. Bituminous pavement, concrete, rock, or other lumpy material shall not be used in the backfill unless these materials are scattered and do not exceed 6-inches in any dimension and are not placed within 1½ feet of the surface. Material of perishable, organic matter, spongy or otherwise improper nature, shall not be used.

- F. When backfill is placed mechanically, the backfill material shall be pushed onto the slope of the backfill previously placed and allowed to slide down into the trench. The Contractor shall not push backfill into the trench in such a way as to permit free fall of the material until at least 18-inches of cover is provided over the top of the pipe. Under no circumstances shall sharp, heavy pieces of materials be allowed to be dropped directly onto the pipe or the tamped material around the pipe. Backfill shall be placed in layers not exceeding 8-inches and compacted by an approved method.
- G. Heavy duty compacting equipment having an overall weight in excess of 125 pounds shall not be used until backfill has been completed to a depth of 2 feet over the top of the pipe.
- H. If hydro-hammer is used for compaction of overlying materials, at least 4 feet of backfill must be placed over the top of pipe prior to its use.
- I. Final Backfill – Final backfill placed in trenches below roadways or below shoulders of roadways, shall be compacted to a density of not less than 95% or as directed by the encroachment permit. Backfill outside of roadways shall be compacted to 90%.
- J. Backfill shall be placed in layers not exceeding 8-inches, compacted and brought up to the subgrade of the roadway.

3.04 HARD ROCK EXCAVATION

- A. Excavation of unrippable rock requiring a larger excavator and/or hydraulic hammering will be paid for as an additional cost above and beyond the cost for excavation and trenching for ordinary excavation. The Engineer will determine when rock excavation for unrippable rock is required per the definition below.
- B. Definition of Unrippable Rock: Rock encountered during the course of excavation which is sufficiently hard that it cannot be removed using a Caterpillar 318 class excavator or equivalent using conventional methods shall be deemed inexcavatable. Rock deemed inexcavatable shall be removed by substantial means such as reciprocating hydraulic hammers and shall conform to this specification. Additional working days could be added when controlling operation is affected due to hard rock.

3.05 EXCESS EXCAVATED MATERIAL

- A. The Contractor shall make the necessary arrangements for, and shall remove and dispose of, all excess excavated material. It is the intent of these specifications that all surplus material not required for backfill or fill shall be disposed of by the Contractor outside the limits of the public right-of-way and/or easements at no liability to the City.
- B. No excavated material shall be deposited on private property unless written permission from the owner thereof is secured by the Contractor. Before the City will accept the work as being completed, the Contractor shall file a written release signed by all property owners with whom he has entered into

agreements for disposal of excess excavated material absolving the City from any liability connected therewith.

- C. Full compensation for haul-off and disposal of native trench material is included in the prices paid per linear foot of the respective sizes, grades, and types of pipes listed in the contract, and no additional compensation will be paid.

3.06 RESTORATION OF DAMAGED SURFACES AND PROPERTY

- A. If any pavement, trees, shrubbery, fences, poles or other property and surface structures have been damaged, removed, or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances, or the specific direction of the City, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor.

3.07 FINAL CLEAN-UP

- A. After backfill has been completed, the right-of-way shall be dressed smooth and left in a neat and presentable condition to the satisfaction of the City and County.

***** END OF SECTION *****

**SECTION 02345
SEWER REPLACEMENT VIA PIPE-BURSTING**

PART 1 – GENERAL

1.01 SUMMARY

- A. This section covers the replacement of sewer pipelines via the trenchless technology of pipe-bursting. Pipe-bursting may be used for lateral rehabilitation/replacement and shall conform to the latest editions of the UPC (IAPMO/ANSI 1-2021) and the following requirements.

1.02 SCOPE OF WORK

- B. Furnish all materials, labor, equipment, tools, and required incidentals for the replacement of sanitary sewers by pipe-bursting method. The pipe-bursting process is defined as the trenchless reconstruction of existing sanitary sewers by the simultaneous insertion of liner pipe within the bore of the existing pipe, by breaking and expanding the existing pipe. The scope includes reconnection of existing sewer service connections, television inspection of the newly-rehabilitated pipe, and complete installation in accordance with the contract documents.
- C. The Contractor shall perform a pre-construction closed circuit television (CCTV) inspection to evaluate the condition of the existing pipe and determine whether the pipe-bursting method is a valid alternative for repair. Inspection video shall be made available to the City.

1.03 QUALIFICATION REQUIREMENTS

- A. All pipe-bursting work shall be performed by an experienced contractor or subcontractor who meets the following qualifications:
1. The Contractor shall be certified by the manufacturer of the pipe-bursting system that it is a fully-trained, licensed installer of their pipe-bursting system. Contractor must provide a letter to the City documenting this requirement.
 2. The contractor or subcontractor shall have completed at least three projects in the last five years, involving pipe-bursting installation of a combined total of 10,000 ft or more of 6- to 12-inch (OD of new pipe) diameter pipes.
 3. The project on-site superintendent and/or on-site foreman shall each have at least 10,000 ft and three years' experience involving pipe-bursting installation on 6-inch (OD of new pipe) or larger pipes. The on-site superintendent and/or on-site foreman shall not be removed or replaced from the project without written permission from the City. The replacement person shall also meet the required qualifications.
 4. Personnel performing pipe-bursting must be certified by manufacturer of the pipe-bursting system having successfully completed training in:
 - a. Operating bursting equipment to be used.
 - b. Installing proposed replacement pipe.

- c. Operation and maintenance of all equipment to be used.
- 5. To confirm that bidder satisfies the qualifications requirements, the following information shall be submitted with the bid:
 - a. Contractor/Subcontractor Pipe-Bursting Experience for Three Projects
 - 1) Name of Contractor and/or Subcontractor
 - 2) Name of project and year of construction
 - 3) Project location and project dollar amount
 - 4) Owner, owner contact, and phone number
 - 5) Total footage and size of pipe-bursting experience
 - b. On-site Superintendent and/or Foreman Pipe-Bursting Experience
 - 1) Full name
 - 2) Years of pipe-bursting experience
 - 3) Name, location, year, owner, owner contact information of the referenced project(s)
 - 4) Total footage of pipe-bursting experience on 6-inch or larger pipe

1.04 QUALITY ASSURANCE

- A. All materials and equipment furnished under this Section shall be:
 - 1. From a manufacturer who has been regularly engaged in the design and manufacture of the materials and equipment for at least five years.
 - 2. Approved by the City before installation. The City shall verify that the quality is equal to the materials and equipment made by those manufacturers specifically named herein, if an alternate product manufacturer is proposed.
- B. Warranty
 - 1. A one-year warranty for the pipe shall be included from the Contractor and shall cover the cost of replacement pipe and freight to the project site should the pipe have any defects in material or workmanship.
 - 2. In addition to the standard pipe warranty, the pipe-bursting Contractor shall provide in writing a warranty for a period of one year for all the pipe-bursting work including material, installation, and pressure testing at no additional cost to the City.
 - 3. Unless otherwise specified, the warranty period shall begin after the Certificate of Acceptance is issued for the Contract.

1.05 SUBMITTALS

- A. The Contractor shall submit for approval by the City the following information:
 - 1. Material Data
 - a. Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings.
 - b. Manufacturer's recommendation for handling, storage, and repair of pipe and fittings damaged.
 - 2. Process Demonstration

- a. Detailed installation procedure including pipe-bursting method to be used.
 - b. Method of construction and restoration of existing sewer service connections. This shall include detail drawings and the written description of the entire construction procedure to install pipe.
3. Testing Documentation: Submit CCTV inspection reports along with video made after new pipe installation.
4. Pre-Construction Submittals:
 - a. The following product data shall be provided by the pipe supplier and/or fusion provider:
 - 1) Pipe size.
 - 2) Dimensionality.
 - 3) Pressure class per applicable standard.
 - 4) Color.
 - 5) Recommended minimum bending radius.
 - 6) Recommended maximum safe pull force.
 - b. The following work plan and information shall be submitted:
 - 1) Pipe-bursting equipment information and certification indicating the applicability of equipment, operator, and methods commensurate with the size and scope of the project, including any proposed lubricants to be used in the operation.
 - 2) Contingency plan, including the following:
 - a) Unforeseen obstructions that stop or delay the operation.
 - b) Unforeseen deflections that would over-bend the fusible polyvinylchloride pipe.
 - c) Excessive surface heaving or subsidence.
 - d) Damage to existing utility installations.
 - e) Required spot repairs of the existing line.
 - 3) Shop drawings for each pipe-bursting operation including excavation access pit locations, interfering utilities, excavation dimensions, temporary water, and traffic control schematics.
 - 4) Work schedule identifying construction sequencing, daily work hours, and working dates for each installation.
5. Post-Construction Submittals: The following as recorded data shall be submitted by the Contractor and or fusion provider to the City:
 - 1) Approved data logger device reports
 - 2) Fusion joint documentation containing the following information
 - a) Pipe size and thickness.
 - b) Machine size.
 - c) Fusion technician identification.
 - d) Job identification.
 - e) Fusion joint number.
 - f) Fusion, heating, and drag pressure settings.
 - g) Heat plate temperature.
 - h) Time stamp.
 - i) Heating and cool down time of fusion.
 - j) Ambient temperature.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall exercise special care during the unloading, handling, and storage of all pipe to ensure that the pipe is not cut, gouged, scored, or otherwise damaged. Any pipe segment which has cuts in the pipe wall exceeding 10 percent of the wall thickness shall be cut and removed from the site at the Contractor's expense. The pipe shall be stored so that it is not deformed axially or circumferentially.
- B. Pipe without an ultraviolet inhibitor shall not be stored unprotected from the elements.

PART 2 – PRODUCTS

2.01 LINER PIPE

- A. Liner pipe shall be HDPE SDR 17 or fusible polyvinyl chloride pipe as manufactured in the trade name Fusible C-900® from Underground Solutions Inc., Poway, California, or approved equal.

2.02 LATERAL RECONNECTIONS

- A. Contractor shall locate and expose all active laterals prior to bursting sewer main. Reconnection to sewer main shall be immediately following bursting of the sewer main. Permanent sewer main connection shall be made after sufficient relaxation period.
- B. Reconnections to abandoned or capped laterals shall not be made.
- C. Lateral connections to the main shall be installed as wyes whenever possible.
- D. Lateral connection to the main shall not protrude into the main.
- E. Lateral reconnections shall be connected by use of electrofusion couplings or butt fusion joints. Electrofusion couplings or butt fusion joints shall be one of the following:
 - 1. Central Plastics
 - 2. Industrial Pipe Fittings - Plasson
 - 3. PolyPipe
 - 4. Or Approved Equal

2.03 CONSTRUCTION

- A. At a minimum, the Contractor shall adhere to the following requirements during construction:
 - 1. Defects and Obstructions
 - a. Contractor shall perform all necessary point repairs and remove all obstructions when preconstruction CCTV inspection reveal heavy

- solids, offset joints, sags in the pipe, or collapsed pipe that will prevent the completion of the pipe-bursting process.
- b. If preconstruction CCTV inspection reveals a sag in the lateral that is greater than ¼-inch, Contractor shall excavate and replace those sections of pipe to result in acceptable grade without the sag.
2. Utility Location and Required Clearances
- a. New pipe shall maintain a 30-inch minimum clearance for parallel utilities, 60-inch minimum clearance for parallel high-risk utilities, and a 12-inch minimum vertical clearance for perpendicular (or crossing) utilities.
 - b. Due to the hazards associated with pipe-bursting near natural gas lines, all natural gas lines, including but not limited to distribution mains, transmission mains, and service lines, marked within 4 ft of the existing sewer main shall be uncovered (potholed) to confirm the required clearance exists. If the existing gas line is installed parallel and within 4 ft horizontally to the existing sewer main, the gas line shall be uncovered a minimum of once every 100 ft along the length of the sewer main.
3. Access Pits
- a. Access pit locations shall be chosen and recommended by the Contractor with the intent of minimizing excavation and traffic disruption. Recommended locations shall be at service connections, manhole construction, or at points where spot repairs need to be performed.
 - b. The Contractor shall submit the number, location, and size of pits to the City for review prior to start of the work.
 - c. The access pits shall be excavated to allow adequate width for access of workers, sheeting and shoring installation, and to provide clearance necessary to avoid damage to the liner during insertion. The liner pipe may be continuously or partially supported on rollers or other City-approved friction decreasing systems during joining and insertion, as long as the pipe is not over-stressed or critically abraded prior to or during installation.
 - d. Care shall be taken to protect existing utilities. The minimum length of each access pit as measured at the bottom of trench shall be determined by the formula, $\text{Length} = (12 \times \text{OD of the liner in feet}) + (2.5 \times \text{Depth of the trench in feet})$.
4. Pipe Joining: Pipes shall be joined as recommended by the pipe manufacturer. Time and temperature of fusion shall be per the manufacturer's recommendation. Weld on flanges may be used to join pipes in access pits if approved by the City. Joints shall be stronger than the pipe itself, be properly aligned, and contain no gaps or voids. Bead projections on the inside of the pipe shall be removed. No rubber couplings are allowed on mainlines, unless approved by the City.
5. Insertion of the New Pipe: The pipe shall be supported on rollers throughout its entire length during insertion. Dragging of the pipe along the ground during insertion will not be permitted.
6. Pipe-Bursting
- a. All sharp edges shall be removed from the exposed pipe opening. The Contractor shall also expose the main at every lateral connection to a depth equal to the OD of the new main to allow free

movement of the bursting head. The maximum length of each pull shall be limited to the distance between two manholes or 500 ft, whichever is less.

- b. If a manhole at one end of the pull is not intended to be disturbed, the Contractor shall use the appropriate equipment utilizing a hydraulic or pneumatic head to pull into a manhole without disturbing the surrounding area of the manhole.
- c. The pipe-bursting tool shall make a tunnel along the path formerly occupied by the old sewer and shall install the new pipe by pulling, pushing, or a combination of both. The pipe-bursting tool shall be of the type and size recommended by the tool manufacturer for the size of pipe being burst and for the ambient ground conditions.
- d. When the tool is pulled along the existing pipe, the pipe shall be broken up into small fragments and these fragments driven into the surrounding pipe zone. The tool shall then install the new pipe by pulling it into place. If existing soil conditions prove too difficult to pipe burst through, requiring a "pre-burst" operation prior to starting the pipe-bursting, Contractor shall install the main by open cut method.
- e. The new sewer pipe shall be installed in a straight horizontal and vertical line with the invert of the new sewer pipe matching the invert of the existing sewer at the exit of the upstream manhole and the entrance into the downstream manhole regardless of the size and alignment of the existing pipe.
- f. The Contractor is responsible for all costs resulting from damage to utilities during pipe-bursting operations. The upsizing method shall not cause excessive disruption to the above ground terrain or improvements except for at the launching and receiving pits.
- g. A minimum of three working days prior to pipe-bursting mains or laterals, the Contractor shall pothole, at minimum, all utility mains crossing the pipe-bursting alignment where the invert of the pipe being burst is 6 ft deep or less. In addition, Contractor shall pothole crossings with asbestos cement water mains and primary electric lines where the pipe invert is 8.5 ft deep or less.
- h. Potholed utility mains shall be fully exposed during pipe-bursting to create a 6-inch (minimum) void space all around crossing mains. Void space shall extend 1 ft on each side of pipe-bursting (2 ft on either side for asbestos cement water mains).

7. Pipe Relaxation:

- a. The Contractor shall allow the pipe to return to its original length and shape in the stressed state prior to trimming the excess pipe in the manholes. The pipe manufacturer's recommendations shall be followed regarding the relief and normalization of stress and strain due to temporary stretching or elongation after pulling operations are completed. Contractor shall consider temperature and pulling time required when calculating required time for stress and strain relief. Time allowed for stress and strain relief shall be not less than 24 hours without a specific recommendation otherwise from the pipe manufacturer.
- b. The Contractor shall allow a minimum of four (4) hours to elapse after pipe busting mainlines prior to connecting permanent lateral

connections to the new main to allow the pipe to relax from the applied tension forces. The Contractor shall provide temporary lateral connections and/or bypassing as required to prevent overflows from laterals.

8. Manholes: Where existing manhole locations have been used as access or receiving pit sites, Contractor shall reconstruct manholes using salvaged materials. If existing manhole materials are not suitable for salvage, Contractor shall reconstruct manhole in accordance with City Standard Specifications and Detail Drawings.
9. Post-Construction CCTV Inspection: Contractor shall perform a post-construction CCTV inspection to verify the new pipe is functional and acceptable. Contractor shall repair any sections of pipe that do not meet the requirements of this Section. The inspection video shall be provided to the City.
10. Pipe-Bursting Equipment: The pipe-bursting system shall be designed and manufactured to force its way through the existing line by fragmenting the pipe and compressing the broken pieces into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and expand the existing pipeline and allow for the insertion of the liner pipe. Allowable types of pipe-bursting systems are specified below.

B. Static Pipe-Bursting Systems

1. Static pipe-bursting systems shall be characterized by a tapered or blunt nosed bursting head being pulled through the host pipe and breaking the host pipe by applying radial pressure to the host pipe. The host pipe fails by 'hoop' tensile stress applied by the bursting head and is fragmented and pushed into the surrounding bedding and soil as the bursting head progresses.
2. The bursting head (or referred to as pull head) shall be followed by an expansion head which shall further push the fragmented pipe into the surrounding soil and bedding to a diameter that allows the insertion of the liner pipe behind it. Under no circumstances shall the pipe bursting head/pull head, which is attached directly to the liner pipe, be used to expand or otherwise increase the diameter of the host pipe or fragmented host pipe.
3. The bursting head/pull head may be advanced by a hydraulic or winching mechanism and may be connected by means of a cable, chain, or rod.

C. Hydraulic Pipe-Bursting Systems

1. Hydraulic pipe-bursting systems shall be characterized by a bursting head/pull head that is equipped with hydraulically actuated 'petals' that break the host pipe by applying radial pressure to the host pipe. The host pipe fails by 'hoop' tensile stress applied by the head and is fragmented and pushed into the surrounding bedding and soil as the bursting head/pull head progresses.
2. The bursting head/pull head shall be followed by an expansion head which shall further push the fragmented pipe into the surrounding soil and bedding to a diameter that allows the insertion of the liner pipe behind it. Under no circumstances shall the pipe bursting head/pull head, which is

attached directly to the liner pipe, be used to expand or otherwise increase the diameter of the host pipe or fragmented host pipe.

3. The bursting head/pull head may be advanced by a hydraulic or winching mechanism and may be connected by means of a cable, chain, or rod.

D. Pipe Pull Heads

1. Pipe pull heads shall be utilized that employ a positive through-bolt design, assuring a smooth wall against the pipe cross-section at all times.
2. Pipe pull heads shall be specifically designed for use with liner pipe and shall be as recommended by the pipe supplier.

E. Pipe Rollers

1. Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe during handling and pullback operations.
2. A sufficient quantity of rollers and spacing, per the pipe supplier's guidelines, shall be used to assure adequate support and resist excessive sagging of the product pipe.

PART 3 – EXECUTION

3.01 TESTING AND ACCEPTANCE

- A. After all work is completed, Contractor shall conduct a post construction CCTV inspection of the new pipe and provide the City with a DVD showing both the pre- and post-installation conditions, including the restored connections. All defects discovered during the post-installation television inspection shall be corrected by the Contractor at the Contractor's expense before the work under the Contract will be considered for Substantial Completion. After the defects, if any, are corrected, the affected sewer segment(s) shall be video inspected again. The post-installation television inspection shall be submitted in sufficient time to allow the City to review the video prior to the Substantial Completion milestone.

*****END OF SECTION*****

**SECTION 02491
LANDSCAPE REPAIRS**

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, equipment, and materials necessary to perform the following work as indicated on the plans and specified herein.
 - 1. Finish Grading
 - 2. Lawn and Grass Restoration
 - 3. Soil Preparation
 - 4. Clean Up
 - 5. Maintenance
 - 6. Guarantee

1.02 EXISTING CONDITIONS

- A. Before submitting bid, the Contractor shall visit the site and become familiar with all conditions relative to landscaping, elevations, soils, area of work, clearances, etc. No extra payment will be allowed for work associated by improper appraisal of existing conditions. Contractor shall document existing conditions with photographs and video per City Standards.
- B. Existing landscaping shall be preserved wherever possible.

1.03 WORK ON PRIVATE PROPERTY

- A. The Contractor is made aware that portions of the project require work on private property to reconnect existing sewer services. The Contractor is responsible for coordinating with individual property owners and ensuring that all property is restored to pre-construction conditions. Contractor shall provide evidence of private property owner final approval of restored conditions prior to final completion. No final payment or release of retention will be allowed until approvals are submitted.

1.04 LIKE LANDSCAPING

- A. Contractor shall replace all damaged landscaping with plants similar in variety, size, and shape to the existing landscaping. In the event that like landscaping is not commercially available, the Contractor shall coordinate with the property owner for a replacement. In no case will the Contractor be required to replace landscaping to a higher value than the existing without additional considerations from the City.

1.05 HARDSCAPING

- A. Concrete, asphalt, and other hardscaping shall be sawcut as appropriate and replaced to the limits provided in the approved property owner agreement.

Alternative methods of repair shall be approved by the property owner and the City.

- B. Replacement of hardscaped surfaces shall match existing as much as possible and may include exposed aggregate, stamped concrete, colored concrete, brick, stone, etc.
- C. Contractor's personnel physically performing this replacement work shall have a minimum of ten (10) years of experience in performing related hardscape work and shall demonstrate a high level of competence.

1.06 DELIVERY, STORAGE, AND REFERENCES

- A. Deliver sod to the site on pallets within 24 hours of stripping.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 – PRODUCTS

2.01 SOIL CONDITIONER

- A. Soil conditioner shall be treated bark, ¼-inch size, Vita-Bark Nursery Mix, or equal.

2.02 GROWING MEDIA

- A. Topsoil: Natural, fertile, agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than six percent (6%) organic matter, and corrected to pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, couchgrass, noxious weeds, and foreign matter. Not exceeding 12-inches in depth.
- B. Fertilizer: Use commercial fertilizer formulation required by soil analysis. Deliver fertilizer mixed as specified in standard size bags showing weight, analysis, name of manufacturer. Store in a weatherproof storage location in such a manner that it will be kept dry and its effectiveness will not be impaired.

2.03 HYDRO MULCH AND SEEDING

- A. Provide hydro-mulch and seeding (if approved in lieu of sod) for any lawn or landscape area disturbed.

PART 3 – EXECUTION

3.01 PRE-CONSTRUCTION DOCUMENTATION

- A. Prior to construction, Contractor shall document the conditions of all surface features of the affected areas.

3.02 FINISH GRADING

- A. Drainage: Make entire area within contract lines smooth and even and ensure adequate drainage of all areas. There shall be no depressed areas where water is trapped creating wet areas. Should this be discovered by the Engineer before or after completion of the landscape, the Contractor shall correct the problem at no expense to the City.
- B. Finish grades: Ensure that finish grades shall be ½-inch below surface of paved areas.
- C. Scars: Eliminate any erosion or construction scars.

3.03 SOIL PREPARATION

- A. All areas to be seeded or shrub planting beds shall be cleared and weeded. Fertilizer shall be applied in accordance with the recommendations of the nursery supplying the plants.

3.04 PLANTING

- A. Trees: Plant and stake trees in accordance with supplying nursery recommendations.
- B. Shrubs: Plant and support shrubs in accordance with supplying nursery recommendations.

3.05 WEED CONTROL

- A. Apply pre-emergent weed control to all shrub planting beds after completion of all planting. Follow manufacturer's direction. Do not allow any weed control in the seeded areas. After applying the pre-emergent weed control, do not over-water any areas to prevent the washing away of pre-emergent weed control.

3.06 MAINTENANCE

- A. Until the City Acceptance: The two-month maintenance period will commence upon completion of the repairs and/or tree and shrub planting as verified by the Engineer as a result of an on-site visit. The Contractor shall request this on-site visit, in writing, five days in advance. Completion of the maintenance period shall be verified by another on-site visit. The Contractor shall also request this on-site visit, in writing, five days in advance. If landscaping or maintenance is unacceptable, the maintenance period shall continue until final acceptance of the job by the Engineer.
- B. Replacements: All dead plant materials and all plants not in a vigorous growing condition at the end of the maintenance period shall be replaced as weather conditions permit. Plants used for replacement shall be of the same variety and size (where possible) as those originally planted and shall be planted as specified.

- C. Maintenance: Maintenance shall include all watering, reseeding, spraying, pruning, and weeding necessary to keep the planting areas neat and attractive throughout the maintenance period.
- D. The Contractor is not expected to engage in long-term maintenance of the new sod or seeded areas. However, he shall maintain the sod seed until the completion of the two-month maintenance period referenced in Section 3.06. While the Contractor is maintaining the sod/seed, the following conditions shall be met:
 - 1. Water as needed to promote growth and health of the sod. Water grass sufficient to moisten soil 3-5 inches deep.
 - 2. Replant damaged areas. Roll when necessary to remove minor depressions or irregularities.
 - 3. Control growth of weeds. When using herbicides, apply in accordance with manufacturer's recommendations. Remedy damage resulting from negligent or improper use of herbicides. Only use herbicides with the permission of the property owner. If the property owner does not allow the use of herbicides, Contractor will not be liable for weed control.
- E. Sprinkler Systems
 - 1. With cooperation of the property owner, Contractor shall operate existing sprinkler system prior to any construction that may affect the system.
 - 2. With cooperation of the property owner, confirm sprinkler system settings are suitable to ensure adequate watering of the newly placed seed or sod.
 - 3. Contractor shall submit a report of findings to the Engineer.

3.07 POST CONSTRUCTION DOCUMENTATION

- A. Produce post-construction photographs and video per City Standards.

****END OF SECTION****

**SECTION 02575
PAVEMENT RESTORATION**

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work in this section includes reconstruction of all curbs, gutters, sidewalks, mow strips, driveways, road shoulders, pavement and similar items damaged as a result of the work. Reconstruction shall match the original materials and dimensions subject to the minimum requirements of the Contract Documents. All work shall match the appearance of the existing improvements. Work covered in this section shall be completed in accordance with the City of Placerville and El Dorado County Standard Specifications.

1.02 REFERENCE DOCUMENTS

- A. Reference Specifications: Whenever the words "Standard Specifications" are referred to in the Specifications, the reference is to the State of California, Department of Transportation (CALTRANS), Standard Specifications (2022). Standard Specifications paragraphs concerning measurement and payment are excluded.

1.03 SUBMITTALS

- A. General: Submit the following items in accordance with Section 01330, Submittal Procedures.
- B. Certification: Certification from the material supplier that the materials supplied for this project meet the Specifications.

PART 2 – PRODUCTS

2.01 CONCRETE

- A. Concrete shall meet the requirements of Section 03300, Concrete and Reinforcing Steel.

2.02 HOT MIX ASPHALT (HMA) PAVEMENT

- A. Hot Mix Asphalt Pavement is not considered minor hot mix asphalt and shall meet the requirements of Section 39 of the Standard Specifications and the City of Placerville Standards and approved Encroachment Permits.
 - 1. Asphalt binder used in HMA Type A shall be PG 64-16.
 - 2. Aggregate used in HMA Type A shall comply with the ½-inch HMA Types A and B gradation.

2.03 TRAFFIC STRIPES AND PAVEMENT MARKINGS

- A. Thermoplastic striping is not required for this Project. Painted pavement markings shall comply with Standard Specifications Section 84 – Markings.

PART 3 – EXECUTION

3.01 PAVEMENT CUTTING

- A. After backfilling trenches or excavations and prior to paving, sawcut existing pavement parallel to the trench or excavation to a minimum depth equal to or greater than one-half the pavement thickness. Any pavement damaged outside these lines shall be re-cut and restored at the expense of the Contractor. Should voids develop under existing pavement during construction, those affected areas shall be sawcut in straight orthogonal lines and replaced after the voids have been filled.

3.02 TEMPORARY PAVEMENT

- A. Temporary resurfacing consisting of not less than 2 inches of hot mix asphalt concrete shall be placed and maintained wherever an excavation is made through an existing pavement. The temporary resurfacing shall be maintained to provide for the safety and convenience of the public. Temporary pavement shall be placed as soon as the condition of the trench backfill is considered by the City to be suitable to receive resurfacing. Temporary resurfacing shall be removed prior to permanent resurfacing. Temporary pavement shall be clearly marked "Temporary Pavement".

3.03 PERMANENT PAVEMENT

- A. Permanent hot mix asphalt (HMA) resurfacing and striping shall be placed in accordance with Section 39 of the Standard Specifications and the City of Placerville Standard Specifications and approved Encroachment Permits.

3.04 CONCRETE RESTORATION

- A. Restore all concrete items per City of Placerville Standards.
- B. Replace curb, gutter and sidewalk between the expansion joints at all locations where trenching across them.
- C. Sidewalk repair shall be per City of Placerville Standards.
- B. Restore all other concrete items to the same dimensions and thickness as the original items. Place concrete in accordance with the requirements of Section 03300, Concrete and Reinforcing Steel. Upper 6 inches of subgrade shall be compacted to a minimum 95 percent relative density prior to placement of concrete. Surface finish shall match existing surrounding surface.

****END OF SECTION****

**SECTION 02710
SEWER REHABILITATION – CURED IN PLACE PIPE**

PART 1 – GENERAL

1.01 SUMMARY

- A. This specification covers the work necessary to furnish and install a continuous, resin-impregnated, tight-fitting cured-in-place pipe (CIPP) liner within the gravity sewer pipeline as shown. Sewer laterals shall have a non-shrinking cured in-place insert installed once the active laterals are reinstated. The Contractor shall provide all materials, labor, equipment necessary to rehabilitate the sewer mains and laterals, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewer and lateral connections to be lined, liner installation, reconnection of service connections, and testing of lined pipe system and final television inspection and documentation.
- B. Neither the CIPP product, system, nor its installation, shall cause adverse effects to any of the City's sewer system processes or facilities. The installation pressure for the product shall not damage the system in any way, and the use of the product shall not result in the formation or production of any detrimental compounds or by-products at the City wastewater treatment plant. The Contractor shall notify the City and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- C. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to local residents, traffic, pedestrians, businesses, and City properties.

1.02 SPECIFICATIONS, CODES, AND REFERENCE STANDARDS

- A. The following references are part of this specification. In case of conflict between the requirements of this specification and those of the listed documents, the requirements of this specification shall prevail. The latest edition of the following references shall be used.
 - 1. American Society for Testing and Materials (ASTM) Publications
 - ASTM D5813 *Standard Specification for Cured-in Place Thermosetting Resin Sewer Piping Systems*
 - ASTM F1216 *Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube*
 - ASTM F1743 *Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)*

- ASTM F2561 *Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner*
2. Standard Specifications for Public Works Construction, "Greenbook" (Edition 2018/ errata 2019)
 3. National Association of Sewer Service Companies (NASSCO) Publications
 Guideline Specification for the installation of cured in place pipe (June 2017/2019 update)
 Guideline Specifications for the installation of cured in place pipe lateral seals (October 2016/2019 update)

1.03 SUBMITTALS

- A. Performance Work Statement: The Contractor shall submit, to the City a Performance Work Statement (PWS) which clearly defines the Contractor's means and method to perform the sewer rehabilitation work and properly install the CIPP product in conformance with the requirements of these contract documents and industry standards. Unless otherwise agreed to by the City, the PWS shall at a minimum contain the following:
1. The Contractor shall provide submittals on all CIPP equipment, materials, resins, and shall furnish manufacturer certification that the CIPP materials comply with the specifications, codes, and standards referenced herein. The submittals shall include details of all component materials and construction details including complete manufacturer's recommendations for storage procedures and temperature control, handling and inserting the liner tube, curing details, sewer lateral connection methods, and trimming and finishing. The Contractor shall also provide manufacturer's certification, field measurements, and pipe sizing calculations which demonstrate that the liner tube and lateral tubes are properly sized to avoid the creation of wrinkles, folds, voids, etc.
 2. A detailed installation plan describing all preparation work, cleaning and flushing operations, pre Closed Circuit Television (CCTV) inspections, bypass pumping and sewer management, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete liner installation. A detailed installation schedule shall be submitted in conformance with the requirements of this contract.
 3. Contractor shall prepare repair and replacement procedures for CIPP defects. The procedures should be categorized as: a) defects not needing repair or b) those that must be repaired or replaced. Defect that affect the operation or longevity of the CIPP and/or the gravity system are to be repaired or replaced at no additional cost to the City. These repair/replacement procedures shall be as recommended by the CIPP system manufacturer.
 4. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner tube and lateral insert to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and

- apply that design to the entire section. These calculations shall be performed and certified by a qualified, Professional Engineer of the lining manufacturer. All calculations shall include data that conforms to the requirements of these specifications, clearly documents all design equations and assumptions, or any conditions preapproved by the City.
5. The Contractor shall submit bypass pumping and/or diversion/emergency response plans in accordance with Section 33050, Sewer Bypassing and Dewatering.
 6. The Contractor shall submit the resin manufacturer's heating and curing requirements. Additionally, the Contractor shall conceptually discuss with the City the general curing guidelines.
 7. Contractor's description of the proposed CIPP technology intended to be used on the Project associated with the identifying and tracking all active service connections and maintaining service during mainline installation. This will include a detailed plan for recording their location for incorporation into the City's GIS system.
 8. Contractor shall submit certified liner documentation verifying the Contractor is qualified to install the manufacturer's product. All liner foremen must have a minimum of three years of experience of CIPP lining experience or have successfully installed a minimum of 150,000 LF of CIPP of similar diameter as this Project. Contractor shall provide project contact reference for three projects completed within the past five years of similar pipe diameter and quantity for each liner foreman and lead lining technician who will oversee the Project. The following data shall be submitted to the City:
 - a. Contractor/Subcontractor CIPP Experience
 - 1) Name of Contractor and/or Subcontractor.
 - 2) Name of project and year of construction.
 - 3) Project location and project dollar amount.
 - 4) Owner, owner contact, and phone number.
 - 5) Total footage and pipe size of CIPP experience.
 - b. On-site Superintendent and/or Foreman CIPP Experience
 - 1) Full name.
 - 2) Years of CIPP experience.
 - 3) Name, location, year, owner, owner contact information of the referenced project(s).
 - 4) Total footage of CIPP experience on 8 inch or larger pipe
 9. Submittals shall include information on all tools and equipment required for a complete CIPP and sewer lateral connection (SLC) insert installation. The submittal shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment to be furnished for the Project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
 10. A detailed description of the Contractor's proposed procedures for removal of any existing blockages, roots, protrusions in the pipeline that may be encountered during the cleaning process.
 11. A detailed public notification plan shall be prepared and submitted for City approval. This includes detailed written notification to residences affected by the CIPP installation.

12. An odor control plan shall be submitted, by the Contractor, that will ensure that Project specific odors will be minimized at the Project site and surrounding area.
- B. Safety Data Sheets (SDS): Contractor shall provide SDS on all materials (i.e., liner product, resins, solutions and solvents, etc.) that are of potential health or environmental risk.
- C. Quality Control Plan (QCP): The Contractor shall prepare and submit for approval by the City the Contractor's means and methods for successfully monitoring and controlling the quality of products used and installed on the Project. At a minimum, the QCP shall include:
1. Name and contact information for all Contractor responsible personnel.
 2. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements for this contract are met. These shall be assigned, by the Contractor, to specific personnel.
 3. Detail description of the QCP and proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan and shall at a minimum include proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form. Preparation of test samples shall be as defined in ASTM F1216 8.1 - Inspection Practices
 4. Scheduled performance and product test result reviews between the Contractor and the City at a regularly scheduled job meeting.
 5. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
- D. Injury and Illness Prevention Plan: The Contractor shall prepare and submit for the City's general acknowledgement an Injury and Illness Prevention Plan (IIPP) that shall include at a minimum:
1. Identifying all competent persons.
 2. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident.
 3. Contractor's IIPP shall be prepared in compliance with all OSHA standards and requirement for entering and working in confined spaces.
- E. As-Built Drawings/Record
1. As-Built drawings/records shall be kept on the Project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the City and the Contractor at the start of the Contract. As-built drawings shall be updated as the work is being completed and shall be clearly legible.

2. As-Built drawings/records, pre & post inspection videotapes, COs or other electronic media shall be submitted to the City, by the Contractor, within two weeks of final acceptance of said work or as specified by the City.
3. As-Built drawings/records will include, the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings/Records provided to the Contractor at the onset of the Project.

1.04 QUALITY ASSURANCE

- A. The finished CIPP shall be continuous over the entire length of an insertion run between two manholes or access points and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, gouges, and delamination. Such defects shall be immediately reported and removed and replaced by the Contractor at no additional cost to the City.
- B. The CIPP liner shall fit sufficiently tight within the existing host pipe so not to leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the manholes, the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP and as recommended by the manufacturer (see Paragraph 3.01H, Sealing Liner at Manholes). If leakage occurs through the wall of the pipe, the CIPP shall be repaired or removed as recommended by the CIPP manufacturer. All service connections shall have a lateral insert installed at the price bid in the Proposal.
- C. Wrinkles, reverse curvature, flat spots, or any other defects in the finished liner pipe that are visible in the CCTV inspection and that are considered by the City detrimental to the function and/or longevity of the sewer system shall be removed and replaced by the Contractor at the Contractor's expense.
- D. All existing and confirmed active service connections and any other service laterals to be reinstated, as directed by the City, shall be re-opened robotically, to their original shape and to minimum 95% of their original area.
- E. Each lateral invert shall also be cut or brushed flush at the lateral connection to prevent debris build-up.
- F. All over-cut or under-cut service connections will be properly repaired to meet the requirements of these specifications.
- G. The Contractor shall furnish, from the Project installation, all samples for product testing at the request of the City. The City shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material product testing performed under this contract.
- H. Warranty: The Contractor shall provide a warranty to be in force and effect for a period of one year from the date of final acceptance. The warranty shall cause the Contractor to repair or replace the CIPP liner and/or lateral insert should failure result from faulty materials or installation.

PART 2 – PRODUCTS

2.01 SEWER MAIN LINER TUBE

A. Materials

1. The sewer main (liner tube) shall consist of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material capable of carrying resin, constructed to withstand installation pressures and curing temperatures, and shall be capable of bridging missing pipe segments and stretching to fit irregular pipe sections. The liner tube shall be fabricated to a size that, when installed, will tightly fit the internal circumference of the existing pipe without any annular space between the liner tube and existing host pipe's internal wall.
2. The resin used shall be compatible with the rehabilitation process, shall be able to cure in the presence of water (or other approved curing method) and the initiation temperature for cure, and shall be as recommended by the resin manufacturer and reviewed by the City.
3. The sewer main liner shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen sulfide, carbon monoxide, methane, petroleum hydrocarbons, saturation with moisture, diluted sulfuric acid, and other chemical reagents consistent with typical municipal sewage.
4. The minimum liner tube length shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes or access points, unless otherwise specified. The Contractor shall field verify each span length and internal host pipe diameter before ordering and impregnating the liner tube with resin. It is the Project's intent that individual insertion runs be made center of manhole to center manhole.
5. Prior to insertion, the liner tube shall be free of all visible tears, holes, cuts, foreign materials, and other defects.
6. No material shall be included in the fabric liner tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
7. Prior to insertion, the Contractor shall provide data on the maximum allowable stresses and elongation of the liner tube. The exterior of the manufactured liner tube shall be marked along its length at regular intervals not to exceed five (5) feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent (5%), the liner tube shall be rejected and replaced.
8. The outside of the fabric liner tube shall be marked a maximum of every 5-feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.
9. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin

used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

B. Design Requirements

1. The CIPP system shall conform to and comply with the following minimum design criteria.

Characteristic	Test Method	Polyester Resin	Vinylester and Epoxy Resins
Flexural Strength	ASTM D790	4,500 psi	5,000 psi
Flexural Modulus (Short Term)	ASTM D790	250,000 psi	300,000 psi
Flexural Modulus (Long Term)		125,000 psi	150,000 psi

- a. The liner tube thicknesses are based on an assumed pipe ovality of 2% and the resin's physical properties shown below in paragraph 2.01 C. If the Contractor uses resins having different physical properties, the Contractor shall submit detailed calculations of the proposed liner thickness for review by the City.
- b. The liner tube shall be designed as a structural pipe capable of sustaining live and dead loads. The CIPP shall be designed using the Fully Deteriorated Gravity Pipe Condition in the Appendix of ASTM F1216 and a minimum 50-year design life (assuming a Creep Retention Factor at 50%) of the initial design flexural modulus as determined by ASTM D790. In no case shall the liner tube have a wall thickness thinner than 5.5 mm for 10-inch sewer main. The following pipe load design criteria shall be utilized unless alternate criteria are approved by the City.
 - 1) Pipe Condition: Fully deteriorated
 - 2) Assume no bonding to the original pipe wall
 - 3) Hydrostatic Load: 2 feet above pipe crown
 - 4) Burial Depth: Per plans (varies by each pipe segment)
 - 5) Soil Density: 130 pounds per cubic foot
 - 6) Live Loading: H-20; T.L. > 6
 - 7) Allowable Deflection: 5% maximum
 - 8) Soil Modulus: 1000 psi
 - 9) Ovality: 2%
 - 10) Creep Retention Factor: 50%
 - 11) Safety Factor: 2

C. Resin

1. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for the Project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

- a. The resin used shall be resistant to abrasion from solids, grit, and sand and compatible with the rehabilitation process used and designed for a wastewater environment.
 - b. Resin shall be able to cure in the presence of water, and a catalyst system compatible with the insertion process. The initiation temperature for cure shall be as recommended by the resin manufacturer and approved by the City. The resin shall have sufficient properties to obtain non-draining characteristics when impregnated into the fabric. Alternate curing methods may be considered by the City.
 - c. Resin shall not be subjected to ultraviolet light and shall form no excessive bubbling or wrinkling during lining.
 - d. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.
 - e. All resin used on the Project shall be accompanied by a Spectroscopic Wavelength Diagram of that resin, the tube wet-out report, and standard resin saturation charts furnished from the suppliers of the resin and tube.
 - f. Should the CIPP liner be impregnated with resin in the field "wet out," the City shall be informed in advance for verification and inspection of the resin materials and the wet-out procedures.
 - 1) The inspection shall be at the discretion of the City but shall in no way relieve the Contractor of their responsibilities to use the approved materials and procedures.
 - 2) The system supplier's method of wet-out instructions along with a wet-out log shall be on-site and available for review by the City at all times. Wet-out shall be conducted as per the system supplier's validated method statement, including:
 - a) Resin to tube ratio, by volume
 - b) Use of vacuum impregnation
 - c) Use of pinch rollers
 - d) Use of spike rollers on coating at overlap, if required by manufacturer
 - e) Protection of coating from damage during wet-out
 - 3) The system supplier's method of cure instructions along with a cure log shall be on-site and available for review by the City at all times. Curing shall be conducted according to the system supplier's recommendations, using the system supplier's recommended heat source as per the system supplier's validated method statement.
2. The initiation temperature or UV exposure intensity and duration for cure shall be as recommended by the resin manufacturer. Temperature monitoring devices shall be installed at all exposed portions of the pipe (beginning through end of run; no intermediate manholes shall be allowed) for each inversion or run of installed liner pipe between the host pipe and the CIPP liner. The resin shall have sufficient thixotropic properties to obtain non-drainage characteristic when impregnated into the fiber fabric.

2.02 SERVICE LATERAL CONNECTIONS AT THE SEWER MAIN

A. Service lateral connection (SLC) for lateral reinstatement shall be as follows:

1. All lateral re-instatements shall utilize a cured-in-place resin impregnated, flexible non-shrink laminate fabric installed into the existing service lateral, lapping over the mainline pipe, and creating a water-tight seal between the interface of the mainline pipe and the lateral pipe. The SLC shall be either a “brim style” or a “full wrap” section.
2. The system shall be designed against corrosion and typical chemicals found in domestic sewage. The manufacturer of the system shall provide testing data that supports the chemical resistance in accordance with ASTM F1216.
3. The brim style SLC shall be of a cured-in-place resin saturated fiberglass or felt single piece insert that provides a brim section in the mainline with the brim centered around the lateral with a tube section that extends into the lateral
 - a. The brim section shall be a minimum 3-inch wide beyond the lateral tube insert diameter section. The lateral insert tube shall extend a minimum 12-inches into the lateral and past the first lateral joint by 4-inches, or as otherwise agreed to by the City.
 - b. The brim style insert shall be installed as recommended by the manufacturer and Section 501-5.2.3 of the Greenbook, unless approved otherwise by the City.
 - c. The brim style insert shall use a UV or ambient curing method, unless approved otherwise by the City. The UV light bar shall extend the full length into the lateral insert unless otherwise approved by the City.
4. The full wrap section shall fit the sewer main and be integrated with a tee (90 degree) or wye (45 degree) lateral tube.
 - a. The main sheet shall be flat with one end overlapping the second end by a minimum of 10% and sized accordingly to create a circular liner equal to the inner diameter of the main pipe. The second end of the main sheet shall be perforated with a minimum perforation density of 15 perforations per square inch following a minimum of three full passes of a spiked roller across the overlapping liner area to allow for bonding between the layers.
 - b. To ensure a properly tight-fitting full wrap in the main, pre-manufactured main “tubes” will not be permitted.
 - c. The integrated lateral tube shall extend a minimum 12-inches into the lateral and past the first lateral joint by 4-inches or as otherwise agreed to by the City.
5. The main/lateral CIPP lining material shall be in accordance with ASTM F2561.
6. The outside of the fabric tube shall be marked with the name of the manufacturer of the CIPP lateral lining system, manufacturing lot and/or production footage, as applicable. The print shall be visible during final CCTV inspection.
7. The installation of the system shall require the product to be capable of installing without access to the upstream side of the lateral pipe or

cleanouts and capable of navigating bends or other transitions in alignment.

8. The Contractor shall verify the lengths and diameters in the field prior to ordering. All lateral inserts shall be manufactured to the diameter and length that when installed will tightly fit the internal lateral circumference and meet applicable ASTM standards or better. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing lateral pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends.
 - a. The wet-out SLC seal shall have a uniform thickness and 5-10% excess resin distribution that when compressed at installation pressures shall meet or exceed the design thickness after cure.
 - b. SLC seams in the textile tube shall meet the requirements of ASTM D5813.

B. Resin:

1. Only the system supplier's validated resin and hardener system shall be utilized; the resin shall be a corrosion resistant epoxy and suitable for wastewater conditions.
2. The system supplier's method of wet-out instructions along with a wet-out log shall be on-site and available for review by the City at all times. Wet-out shall be conducted as per the system supplier's validated method statement, including:
 - a. Resin to tube ratio, by volume
 - b. Use of vacuum impregnation
 - c. Use of pinch rollers
 - d. Use of spike rollers on coating at overlap, if required by manufacturer
 - e. Protection of coating from damage during wet-out
3. The system supplier's method of cure instructions along with a cure log shall be on-site and available for review by the City at all times. Curing shall be conducted according to the system supplier's recommendations, using the system supplier's recommended heat source as per the system supplier's validated method Statement.
4. When properly cured within the tube composite, the resin shall meet the requirements of ASTM F1216, the physical properties herein, and those design properties which are to be utilized for this Project. The resin shall produce CIPP, which will comply with or exceed the structural and chemical resistance requirements of this specification.
 - a. The SLC seal shall be designed as per ASTM F1216 X.1 design appendix.
 - b. The SLC seal shall be designed assuming the following design data:
 - 1) Factor of Safety = 2
 - 2) Soil Modulus = 1,500 psi
 - 3) Soil Density = 130 pcf
 - 4) Live Load = H20
 - 5) Depth of Cover = 7ft, minimum
 - 6) Groundwater = 1ft depth of cover

- 7) Ovality = 2%
- 8) Creep Retention Factor: 50% of the initial design flexural modulus as determined by ASTM D790

Characteristic	Test Method	Epoxy Resins
Flexural Strength	ASTM D790	5,000 psi
Flexural Modulus (Short Term)	ASTM D790	300,000 psi

PART 3 – INSTALLATION

3.01 PREPARATION

- A. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken by the Contractor in accordance with state and federal regulations.
- B. Protection of Existing Facilities
 1. The Contractor shall protect manholes from damage by forces generated by equipment, water or air pressures used to perform the work.
 2. The Contractor shall protect all existing landscaping, roadways, piping, and any other existing feature of the work area from damage. Any and all required repairs shall be made by the Contractor at no additional cost to the City.
 3. The Contractor shall provide insulation protection from boiler hoses. In particular, where boiler hoses are in contact with grass or other landscaping, the hoses shall be insulated, elevated, or separated in a manner such that the vegetation will not be damaged by heat.
- C. Bypass Pumping: Contractor shall provide all necessary equipment, materials, and labor necessary to effectively manage and control sewer flows necessary to properly complete the CIPP rehabilitation, see Section 33050, Sewer Bypassing and Dewatering, for requirements.
- D. Traffic Control: A traffic control plan for work within Hocking Street shall be submitted to the City for approval prior to commencing work. The traffic control plan shall conform with the Manual of Uniform Traffic Control Devices.
- E. Cleaning
 1. All internal debris should be removed from the original pipeline. Gravity lines shall be cleaned per NASSCO recommended specifications. The cleaning operation shall be performed with nozzles not exceeding 80 gpm and water pressure not exceeding 1,800 psi to minimize further damage to the existing pipe. Debris removed from the cleaning operation shall be transported to the City wastewater treatment plant for disposal.
 2. Mechanical equipment or balling shall not be used unless approved by the City. Cleaning efforts shall be made until the existing pipe is free of all

foreign objects, debris, and proven acceptable for the CIPP process to proceed.

F. Pre-Installation Inspection

1. The Contractor shall inspect the sewer designated to receive the liner by CCTV to identify all structural defects, obstructions, and location of all sewer laterals and other connections.
2. As a result of the pre-installation TV inspection, the Contractor shall verify and certify that each pipe in question is suitable in every way for rehabilitation using the cured-in-place pipe method. Any work performed after the pre-installation inspection is considered the Contractor's certification that the method is applicable, and the line is suitable. In the event that the line is found not to be suitable for rehabilitation using the cured-in-place pipe method, the Contractor shall notify the City in writing as to the nature of the incompatibility and make recommendations for proceeding. A copy of the television inspection video or photos from all televising operations shall be provided to the City for review on portable storage media.
3. The Contractor shall be responsible confirming the inside diameter and determining the condition of each manhole-to-manhole segment of the existing sewer main to be lined prior to any lining operations.
4. Inspection shall include making all necessary measurements to insure a precise fit of the liner pipe with respect to both circumference and length.
5. Inspection shall also include identifying and precisely locating all service connections to the existing pipe. The Contractor shall rely on his own inspection for reconnecting all existing services after the successful installation of the liner pipe. It will be the Contractor's responsibility to ensure all active laterals are re-instated to avoid a sanitary sewer overflow.

G. Point Repairs: It shall be the responsibility of the Contractor to clear the line of obstructions such as roots, solids, offset joints, protruding service connections, or collapsed pipe that will prevent proper liner insertion. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment or by remotely performed point repair methods acceptable to the City, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Before any point repair excavation is pursued, the Contractor shall provide the City with three working days' notice. Point repair excavation shall proceed only with the City's written authorization. After all point repairs, the pipe shall be cleaned again and CCTV inspected. This information shall be immediately provided to City or inspected in the presence of the City.

1. Protruding laterals shall be removed internally with a robotic cutter or other approved method. Lateral protrusion shall be removed to within 1-inch or less into the sewer main.
2. It is the intent of this Project that all spot repairs be CIPP upon completing the repair. The CIPP of a repaired location is to be completed in conjunction with the entire sewer main segment.

H. Sealing Liner at Manholes

1. Each sewer manhole connection shall be sealed with a compression hydrophilic end seal gasket compatible with the installed CIPP liner. When the hydrophilic gasket comes in contact with water, it must swell to create a 360-degree compression seal between the host pipe and the newly installed CIPP liner at all manhole connections. The swelling that occurs to create the seal between the liner and the host pipe shall not in any way deform the CIPP liner in such a manner that, in the opinion of the City, an obstruction in the flow is created. The Contractor shall install an end seal at both the CIPP entry point and exit point of all sewer mains being rehabilitated. The end seals shall be properly sized to accommodate the host pipe inside diameter and installed in accordance with manufacturer's recommendation. End seals shall be Insignia End Sleeves or an approved equivalent. End seals shall be installed in accordance with the manufacturer's recommendations. Due to potential inconsistencies during the application of chemical grout, hydrophilic caulks, or hydrophilic paste, these sealing methods shall not be considered an acceptable alternative.
2. The beginning and end of the CIPP liner shall be cut flush at the inlet and outlet points in the manhole or at least 3-inches inside the elbow of the rodding inlet, and the ends shall be permanently sealed to the rehabilitated pipe to prevent any infiltration between the CIPP and the host pipe. Pipe terminations into each manhole or rodding inlet shall be sealed with a resin mixture that is recommended by the liner manufacturer that is compatible with the liner/resin system, host pipe, field conditions, and provides a watertight seal and is approved by the City prior to start of construction. Hydraulic cements and quick-set cement products are not acceptable. Acceptable materials shall be approved epoxy-type products that will bond, not crack, dry up, slough off, or shrink in time, and provide a good transition in the manholes. A bladder or other industry recognized means shall be relied upon to seal the tapered end of the liner to the host pipe. Sealing shall be performed at no additional cost to the City.
3. Contractor shall protect manhole bottoms and inverts. No materials shall be left behind that would obstruct the normal sewer flow, nor shall any materials be allowed to discharge downstream.
4. If, due to a broken or offset pipe at the manhole wall, the liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be a resin mixture compatible with the liner material. The cost for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in providing a water tight seal between the liner and the manhole shall be considered as included in the contract price paid for sanitary sewer main pipe liner installations and no additional compensation will be allowed

- I. Availability of Water: The Contractor will be allowed to use water from a City-approved fire hydrant in the Project vicinity. Use of an approved double-check backflow assembly shall be required. Contractor shall provide his own approved assembly. Contractor shall pay the City the current rate for industrial customers for all water usage.

3.02 CIPP INSTALLATION

A. Resin Impregnation

1. The uncured resin in the original containers and the un-impregnated fiber-felt tube shall be impregnated by vacuum or other means prior to installation. The materials and "wet-out" procedure shall be subject to inspection by the City. A resin and catalyst system that is compatible with the requirements of the method shall be used.
2. The impregnated tube shall be transported to and stored at the site in such a manner that it will not be damaged, exposed to direct sunlight, or result in any public safety hazard. The impregnated tube shall be kept cool during shipment and storage. All materials shall be subject to inspection and review prior to installation.
3. Tube shall be 100% resin saturated.

B. Liner Installation

1. The impregnated tube shall be inserted through an existing manhole or other access approved by the City. The application of hydrostatic head, compressed air, or other means shall fully extend the tube to the next designated manhole or termination point and inflate and firmly adhere the liner to the pipe wall. Installation shall be in accordance with ASTM F1216.
2. Alternatively, the impregnated tube shall be inserted through an existing manhole to the next access point by using a power winch. Care shall be exercised to avoid damage to the tube during installation. Rollers shall be used so that the tube is protected from abrasion and wear. Installation shall be in accordance with ASTM F1743.
3. The liner shall be installed at a rate less than 30 feet per minute at all times when using water inversion. Liners installed using other inversion methods shall be installed at a rate specified by the liner manufacturer's recommendation.

C. Curing

1. After placement is completed, a suitable heat source and distribution equipment shall be provided. The equipment shall be capable of circulating hot water, air, and/or steam throughout the section by means of a pre-strung hose which has been perforated in accordance with the manufacturer's recommendations or other methods acceptable by the City to raise the temperature uniformly above the temperature required to effect a resin cure. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed.
2. The heat source piping shall be fitted with continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing water, steam, and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin manufacturer as measured at the heat source inflow and outflow return lines. At the direction of the City, the Contractor shall provide standby equipment to maintain the heat source supply. An additional continuous monitoring thermocouple shall be placed between the impregnated felt tube and the

pipe invert at the downstream and upstream manholes and at intermediate manholes, if present, to determine the temperature during the cure. Temperature during the cure shall not be less than that dictated by the resin manufacturer at the boundary between the pipe wall and liner.

3. The curing source in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer's recommended cure method and schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor. If any temperature sensor or continuous sensor location does not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer shall make necessary adjustments to comply with the manufacturer's recommendations. For continuous temperature monitoring, the system computer shall have an output report that specifically identifies stations along the length of pipe, indicates the maximum temperature achieved, and the sustained temperature time at the stations. At each station along the length of the pipe, the computer shall record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.
4. The initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appear hard and sound and the remote temperature sensors indicate that an exotherm has occurred. The cure period shall be of duration recommended by the resin manufacturer during which time the recirculation of the water, steam, and/or air and cycling of the heat exchanger continuously maintains the required temperature.
5. The Contractor shall prepare a complete log of temperatures commencing with the start of the curing process and terminating when the heat source reaches 100°F during the cool-down process. The Contractor shall keep the logs up to date and available in the field for City review.

D. Cool Down :The hardened CIPP shall be cooled to a temperature below 100°F before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water into the CIPP. Cool down shall be a pace to minimize shrinkage. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed CIPP.

E. Finish

1. The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and delamination. The CIPP shall be impervious and free of any leakage through the CIPP wall. Final approval of the CIPP liner will be based on a leak-tight CIPP liner, lateral reconnections, testing results, and the City's opinion of overall quality of work.
2. Any defect which will or could affect the structural integrity or strength of the CIPP shall be repaired at the Contractor's expense in accordance with the Contractor's approved CIPP repair and replacement procedures and

the manufacturer's recommendation. All defects shall be repaired at no additional cost to the City.

- a. If any of the service connections leak water between the host pipe and the installed CIPP, the connection mainline interface shall be sealed to provide a watertight connection.
 - b. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP system.
3. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall have the ends of the pipe epoxy mortar and shall provide a watertight seal.

- F. Flowable Fill of Void Areas: Where required by the City, the Contractor shall backfill voids that remain after installation of CIPP. The material shall be of the flowable fill type and shall be injected into the void while removing all trapped air from the void. The Contractor shall submit the proposed method of placing the flowable fill, including pressures that will not collapse the CIPP and air release method to be employed, to the City for review before any material is installed.

3.03 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES

- A. Manhole Connections: A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP, shall be applied at manhole/wall interface in accordance with the CIPP system manufacturer's recommendations.

B. Reconnections of Existing Services

1. Existing services shall be internally reconnected unless indicated otherwise in the contract documents.
2. Reconnections of existing services shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all active service connections are reconnected.
3. A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least 90% of the service connection opening area and the bottom of both openings must match. The opening shall not be more than 100% of the service connection opening. The edges of the opening shall not have pipe fragments or CIPP fragments which may obstruct flow or snag debris. In all cases the invert of the sewer connection shall be cut flush with the invert entering the mainline.
4. In the event service reinstatements result in openings that are greater than 100% of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
5. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system. As a condition of payment for service reinstatements, the Contractor shall produce for the City the same number of coupons as the number of services reinstated for each pipe segment prior to leaving

the site. Alternatively, a post-CCTV video may be used to confirm the lateral reinstatement count.

3.04 TESTING OF INSTALLED CIPP

- A. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the City for testing. All materials testing shall be performed at the City's expense by an independent third-party laboratory selected by the City as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.
 - 1. The Contractor shall provide samples for testing to the City from the actual installed CIPP. Samples shall be provided from each section of CIPP installed or as required by the City. The sample shall be cut from a section of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. All curing, cutting, and identification of samples will be witnessed by the City and transmitted by the City as specified to the testing laboratory.
 - 2. The laboratory results shall identify the test sample location as referenced to the nearest manhole and station. If properties tested do not meet the minimum physical and thickness requirements, the CIPP shall be repaired or replaced by the Contractor at no additional cost to the City.

3.05 FIELD TESTING

- A. Sewer Main CIPP: After completion of all liner insertions, service reconnections, and finish work at the manholes, the sewer shall be televised with a color CCTV tilt-head camera recorded in City accepted digital format. The original digital files shall be provided to the City.
- B. Sewer Lateral Connections
 - 1. After the installation is complete, an adhesion test shall be performed on each SLC installed. The Contractor shall notify the City 24-hours prior to performing the adhesion testing. If a City representative cannot be on site during the test, the Contractor shall videotape the test at each seal and submit the videotape to the City.
 - 2. The adhesion testing shall be conducted after the SLC seal has cured in accordance with the manufacturer's specifications and before the final video inspection is performed. Adhesion testing shall consist of inserting a high velocity, hydraulic cleaning type, 360-degree spinning nozzle and CCTV camera in the sewer main pipe and positioning the nozzle at the SLC seal. The high-pressure water from the nozzle shall be directed downstream for a minimum of 1-minute, at each edge of the SLC seal in the sewer main at the minimum pressure of 1,500 psi and minimum flow rate of 65 gpm.
 - 3. If the SLC sealing system fails the adhesion test, the Contractor shall remove and replace or repair the SLC sealing system as recommended by the manufacturer and approved by the City.

3.06 POST-CONSTRUCTION INSPECTION AND ACCEPTANCE

- A. An internal television inspection shall be performed by the Contractor after the liner installation is completed and before flow is reintroduced into the sewer in accordance with ASTM F1216, Section 8.6. The television inspection shall be completed in the same direction each time and shall be done with a high-resolution color camera. A pan and tilt camera shall be used for all pipelines. A copy of the television inspection video or photos from all televising operations shall be provided to the City for review following liner installation on City-approved portable storage media.
- B. In the event the City detects a problem with a particular pipe during CCTV inspection, the City reserves the right to require leakage testing prior to reinstatement of laterals in accordance with ASTM F1216, Section 8.2. Leakage testing will not be required under normal circumstances.
- C. In the event the City detects a defect (e.g., fold, wrinkle, fin, etc.) within the liner that may cause a blockage or prevent sewage flow, the Contractor shall repair the defect at no additional cost to the City. The following are the minimum requirements for CIPP liner acceptance:
 - 1. Wrinkles outside the flowline
 - a. Wrinkles/fins in height up to a maximum of 5% of the inside diameter of the host pipe are generally acceptable.
 - b. Wrinkles/fins over 5%, particularly those of a longitudinal configuration, may be acceptable and should be evaluated by the City for acceptance, on a case-by-case basis.
 - 2. Wrinkles in the flow line: Wrinkles/fins projecting more than 5% of the inside diameter, that are generally longitudinal, may be acceptable considering any potential operation and maintenance issues that could result from the wrinkles being left in place.

****END OF SECTION****

**SECTION 03300
CONCRETE AND REINFORCING STEEL**

PART 1 – GENERAL

1.01 SCOPE

- A. This specification includes concrete materials, mixing, placement, formwork, reinforcement and curing.

1.02 SUBMITTALS

- A. Prior to placement, the following shall be submitted per Section 01330, Submittal Procedures:
1. Supplier's concrete mix data sheet showing contents and proportions of cement, aggregate, water, and any admixtures.
 2. Reinforcing steel schedule, if requested.

PART 2 – MATERIALS

2.01 CONCRETE

- A. Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in the Standard Specifications Section 90, "Portland Cement Concrete."
- B. Concrete for each portion of the work shall be of the class as shown below, for the type of work performed.

Caltrans Class	Type of Work	Max. Slump (inches)
A	All reinforced structures, manhole bases, piers, vaults	4
B	Anchors, thrust blocks, encasements, cradles, and miscellaneous unreinforced concrete (2500 psi comp. strength)	4
	Maximum water/cement ratio to be 0.55	

- C. Rapid setting concrete may be used. Accelerating admixtures may be added to the concrete mix as approved by the Engineer.

2.02 GROUT

- A. Grout shall be composed of 1 part Type II Portland Cement to 1½ parts sand. The sand shall be washed, well-graded sand such that all will pass a No. 8 sieve. Water shall be clean potable water. The quantity of water to be used in the preparation of grout shall be the minimum required to produce a mixture sufficiently workable for the purpose intended. Grout shall attain a minimum compressive strength of 2,000 psi in 28 days.
- B. Rapid setting, non-shrink, "5-minute" grout may be used or required in certain circumstances as approved by the Engineer.

2.03 REINFORCING STEEL

- A. Reinforcing steel shall conform to ASTM A615, Grade 60.
- B. Reinforcing steel shall be fabricated in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Reinforcing steel shall be delivered to the site bundled and tagged for identification.

2.04 TIE WIRE

- A. Tie wire shall be 16 gage minimum, black, soft annealed.

2.05 BAR SUPPORTS

- A. Bar supports in beams and slabs exposed to view after form stripping shall be galvanized or plastic coated. Concrete supports shall be used for reinforcing concrete placed on grade.

2.06 FORMS

- A. Forms shall be accurately constructed of clean lumber and shall be braced to provide sufficient strength and rigidity to hold the concrete and to withstand the necessary pressure and consolidation without deflection from the prescribed lines.
- B. The surface of forms against which concrete is placed shall be smooth and free from irregularities, dents, sags, or holes. The surface shall leave uniform form marks conforming to the general lines of the structure.

PART 3 – EXECUTION

3.01 FORMWORK

- A. The Contractor shall notify the Engineer a minimum of one working day before his intended placement of concrete to enable the Engineer to check the form lines, grades, and other required items before placement of concrete.
- B. Unless otherwise indicated on the plans, all exposed sharp concrete edges shall be ¾-inch chamfered.
- C. Before placing concrete, the form surface shall be clean and coated with form oil of high penetrating qualities where applicable.

3.02 REINFORCEMENT

- A. Reinforcing steel shall be placed in accordance with the current edition of Recommended Practice for Placing Reinforcing Bars, published by the Concrete Reinforcing Steel Institute.
- B. All reinforcing steel shall be of the required sizes and shapes and placed where shown on the plans.
- C. Reinforcing steel shall not be straightened or re-bent in a manner that will damage the material. The Contractor shall not use bars with bends not

shown on the plans. ALL STEEL SHALL BE COLD BENT - DO NOT USE HEAT.

- D. All bars shall be free from rust, scale, oil, or any other coating which would reduce or destroy the bond between concrete and steel.
- E. Reinforcement steel shall be positioned in accordance with the plans and secured by using annealed wire ties or clips at intersections and supported by concrete or metal supports, spacers, or metal hangers. Tie wires shall be bent away from the forms to provide the specified concrete coverage. Bars, additional to those shown on the drawings, which may be found necessary or desirable by the Engineer for the purpose of securing reinforcement in position, shall be provided.
- F. All reinforcing steel and wire mesh shall be completely encased in concrete. Reinforcement shall be placed a minimum of 2-inches clear of any metal pipe or fittings. The reinforcement shall be so secured in position that it will not be displaced during the placement of concrete.
- G. Reinforcing dowels shall be secured in place prior to placing concrete. The Contractor shall not press dowels into the concrete after the concrete has been placed. The minimum lap for all reinforcement shall be 40 bar diameters. Additional reinforcement shall be placed around the pipe or openings as indicated in the plans.
- H. Wire mesh reinforcement is to be rolled flat before being placed in the form. The Contractor shall support and tie wire mesh to prevent movement during concrete placement. Welded wire fabric shall be extended to within 2 inches of the edges of the slab. Splices shall be lapped at least 1½ courses of the fabric and a minimum of 6 inches. Laps and splices shall be securely tied at ends and at least every 24 inches with 16-Gage black annealed steel wire. The Contractor shall pull the fabric into position as the concrete is placed by means of hooks, and then work concrete under the steel to ensure that it is at the proper distance above the bottom of the slab.

3.03 EMBEDDED ITEMS

- A. All embedded bolts, dowels, anchors and other embedded items shall be held correctly in place in the forms before concrete is placed.

3.04 MIXING AND PLACING CONCRETE

- A. Concrete, either ready mix or batch mixed, shall be placed in the forms before taking its initial set. No concrete shall be placed in water except with approval of the Engineer.
- B. As the concrete is placed in the forms, or in excavations to be filled with concrete, it shall be thoroughly settled and compacted throughout the entire layer by internal vibration and tamping bars. Concrete shall not be permitted to fall more than 6 feet and shall be deposited as nearly as practicable to its final position.

- C. All concrete surfaces upon which or against which the concrete is to be placed, and to which new concrete is to adhere, shall be roughened, thoroughly cleaned, wet or sandblasted to bare aggregate as directed. An approved bonding agent shall be used before the concrete is deposited.

3.05 CONCRETE FINISHING

- A. Immediately upon the removal of forms, all voids shall be neatly filled with cement mortar.
- B. The surfaces of concrete to be permanently exposed to view shall be smooth, free from projections, and thoroughly filled with mortar.
- C. Exposed surfaces of concrete not finished against forms, such as horizontal or sloping surfaces, shall be screened to a uniform surface and worked with suitable tools to a light broom finish.

3.06 PROTECTION AND CURING OF CONCRETE

- A. The Contractor shall protect all concrete against damage. Exposed surfaces of new concrete shall be protected from the direct rays of the sun and from frost by being kept damp for at least two weeks after the concrete has been placed, or by using an approved curing process.

3.07 THRUST BLOCKS

- A. Thrust blocks shall be placed against undisturbed soil and allowed to setup for a minimum of 24-hours before being backfilled. Contractor shall be responsible for all trench plate related cost including but not limited to furnishing, placing and removing.

***** END OF SECTION *****

SECTION 15220
POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
(GRAVITY SEWER FLOW)

PART 1 - GENERAL

1.01 SCOPE

- A. This Section of the specifications will govern the furnishing and installation of PVC pipe material and fittings; including laying, jointing, bedding, testing and approvals. All incidentals and appurtenant operations necessary for the construction of pipelines shall be done in strict accordance with the plans and other terms and conditions of the contract.
- B. The Contractor shall also furnish all equipment, tools, labor and materials required to rearrange sewers, conduits, ducts, pipes, or other structures as may be necessary to provide installation as shown and specified.
- C. All standard specifications, i.e., ASTM, etc., made a portion of these specifications by reference shall be the latest edition and revision thereof.
- D. The Contractor shall be responsible for all material furnished by him and shall replace it at his own expense, should the material be defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all material and labor required to replace defective material discovered prior to final acceptance of the work.
- E. Pipe surfaces shall be free from nicks, scratches and other blemishes. The joining surfaces of pipe spigots and of integral bell and sleeve reinforced bell sockets shall be free from gouges or other imperfections that might cause leakage.

1.02 STORAGE AND CARE

- A. The Contractor shall be responsible for the safe storage of material furnished by or to him and accepted by him, and intended for the work, until it has been incorporated in the completed project. The interior of all pipe and fittings shall be kept free from dirt and foreign matter at all times.
- B. Pipe shall be stored at the job site in unit packages provided by the manufacturer. Caution shall be exercised to avoid compression, damage or deformation to bell ends of the pipe. If pipe is to be exposed to direct sunlight for more than 14 days, pipe must be covered with an opaque material while permitting adequate air circulation above and around the pipe to prevent excessive heat accumulation.

- C. Gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. Solvent cement when used shall be stored in tightly sealed containers away from excessive heat.

1.03 SUBMITTALS

- A. Submittals shall be provided for the following items plus all additional items required in the specifications for the particular type of pipe:
 - 1. Pipe and jointing material
 - 2. Fittings
 - 3. Specialties

PART 2 - MATERIALS

2.01 POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS

- A. PVC pipe and fittings shall be made in accordance with ASTM D3034 or ASTM F679, and ASTM D1784 in both physical, dimensional and chemical requirements. Pipe shall be green unless otherwise approved.
 - 1. Markings - Each standard or random length of pipe shall be clearly marked with the following:
 - a. Manufacturer's name
 - b. Nominal pipe size, i.e. six-inch
 - c. Cell classification or material code; i.e. 12454 / 12364
 - d. Dimension ratio; i.e. SDR26
 - e. Product type; i.e. Type PSM
 - f. Standard specification designation; i.e. D3034 / F679
 - g. Production code
 - 2. Pipe Class - The SDR shall be SDR26.
 - 3. Laying Length - The standard laying length shall be 20 feet (plus/minus) 1 inch. A maximum of 15% may be furnished in random lengths of not less than 10 feet each.
 - 4. Joint Type - Pipe joints shall be constructed with an integral bell and spigot with an elastomeric gasket push-on-type joint. Each spigot shall have a reference mark to facilitate pipe assembly. The gasket shall be contained in a machined groove on the pipe spigot such that when compressed the gasket will not displace and will form a positive seal. The gasket shall meet all requirements of ASTM F477; pipe lubricant shall be listed with NSF (National Sanitation Foundation). Solvent cement joints are strictly prohibited.
 - 5. Physical Test Requirements
 - a. Material - Material samples shall be taken at the beginning of production and tested for compliance to ASTM D3034 or ASTM F794.

- b. Product Quality - The following tests shall be performed on a sample of pipe.
 - 1) Flattening - Three specimens of pipe per pipe size furnished, minimum of six inches long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40% of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes. Remove the load, and examine the specimens for splitting, cracking, or breaking.
 - 2) Pipe Stiffness - The pipe stiffness shall be determined utilizing procedures similar to those outlined in ASTM D2412. The stiffness of pipe shall be determined at a 5% deflection datum. Test specimens shall be a minimum of two pipe diameters or four feet in length, whichever is less.
 - 3) Joint Tightness - Joint tightness shall be tested in accordance with ASTM D3212.
- c. The manufacturer shall provide a certificate of conformance for the above tests. Tests shall be performed on materials and products from the same lot of those furnished to the project.

2.02 WARNING TAPE

- A. Warning tape shall be 12-inch wide green non-metallic tape marked "sewerline."

2.03 FITTINGS

- A. All fittings shall be as manufactured and furnished by the pipe supplier or approved equal and have bell and/or spigot configurations compatible with the pipe.

PART 3 - EXECUTION

3.01 HANDLING AND TRANSPORTATION

- A. Handling and transportation of pipe shall be in accordance with the pipe manufacturer's published instructions.
- B. Heavy canvas or nylon slings of suitable strength shall be used for lifting and supporting materials. Chains or cables shall not be used.
- C. Pipe and fittings shall not be stored on rocks or gravel, or other hard material which might damage the pipe.
- D. Rubber Gasket Storage - Store all rubber gaskets in a cool, well ventilated place and do not expose to the direct rays of the sun. Do not allow contact with oils, fuels, petroleum, or solvents.

3.02 PIPE LAYING -

- A. General - Pipe shall be laid in accordance with the pipe manufacturer's published instructions, as complimented and modified herein.
- B. Cleanliness - The interior of pipes shall be clean of foreign materials before sections of pipe are installed and shall be protected to prevent entry of foreign materials after installation.

Open ends of installed pipe shall be sealed with watertight plugs or other approved means at times when pipe installation is not in progress.

Groundwater shall not be allowed to enter the pipe.

- C. Inspection_Before Installation - All pipe and fittings shall be carefully examined for cracks and other defects while suspended and before installation. Spigot ends shall be examined with particular care as this area is the most vulnerable to damage from handling. Defective pipe or fittings shall be laid aside for inspection by the Engineer, who will prescribe corrective repairs or rejection.
- D. Lowering of Pipe Material into Trench - Proper implements, tools, and equipment, satisfactory to the Engineer, shall be provided and used by the Contractor, for the safe and convenient performance of the work. All pipe shall be carefully lowered into the trench piece by piece in such a manner as to prevent damage to the materials. Under no circumstances shall the pipe be dropped or dumped into the trench.

If damage occurs to any pipe or accessories in handling, the damage shall be immediately brought to the Engineer's attention.

- E. Laying of Pipe - Pipe laying shall proceed upgrade with spigot ends pointing in the direction of flow. After a section of pipe has been lowered into the prepared trench, the Contractor shall clean the end of the pipe to be joined, the inside of the joint, and the rubber ring immediately before joining the pipe. The assembly of the joint shall be made in accordance with the recommendations of the manufacturer of the type of joint used. The bell and spigot joint shall be pushed "home" in line with the installation band. If a piece has been cut, the usable end shall be clearly marked to show the proper amount of installation distance. All special tools and appliances required for jointing assembly shall be provided by the Contractor.

After the joint has been made, the Contractor shall check pipe for alignment and grade. The trench bottom shall form a continuous and uniform bearing and support along the length of the pipe between joints. Sufficient pressure in making the joint shall be applied to assure proper pipe alignment and joint makeup.

Sufficient pipe zone material shall be placed to secure the pipe and prevent movement before the next joint is installed.

When pipe is laid within a movable trench shield, all necessary precautions shall be taken to prevent pipe joints from pulling apart when moving the shield ahead.

Precautions shall be taken to prevent excavated or other foreign material from getting into the pipe during the laying operation. At all times, when laying operations are not in progress, or whenever the workers are absent from the job, the Contractor shall close and block the open end of the last laid section of pipe to prevent entry of foreign material or creep of the gasketed joints.

Pipes which are stubbed off for manhole construction or for connection by others shall be plugged or closed off with temporary plugs as specified in the manhole specifications.

The Contractor shall take all precautions necessary to prevent the "uplift" or floating of the line prior to the completion of the backfilling operation.

Where pipe is connected to manholes or concrete structures without using a flexible connector, connections shall be made so that the standard pipe joint is located not more than 2 feet from the outside edge of the structure unless otherwise shown.

- F. Cutting of Pipe - Field cuts and connections shall be in accordance with the pipe manufacturer's published instructions.

The cutting of pipe for fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe so as to leave a smooth end at right angles to the axis of the pipe. The pipe shall be marked around its entire circumference prior to cutting to assure a square cut. A factory finished beveled end shall be used as a guide for proper bevel angle and depth of bevel plus the distance to the insertion reference mark. The end shall be beveled using manufacturer recommendations. Sharp edges on the leading edge of the bevel shall be rounded off with a pocketknife or a file.

3.03 SEWER SYSTEM TESTING -

Refer to Section 01400, Quality Control And Inspection of these project specifications for sewer testing requirements.

*****END OF SECTION*****

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**SECTION 33050
SEWER BYPASSING AND DEWATERING**

PART 1 - GENERAL

1.01 SUMMARY

- A. This section describes the existing conditions for temporary bypassing and dewatering of sewers during internal television inspection (CCTV), cleaning operations, sewer replacement, rehabilitation, and inspection of the project pipelines and of service laterals during sewer replacement prior to reconnection to the sewer replacement.

1.02 REQUIREMENTS

- A. Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work in accordance with the specific needs of the rehabilitation method being utilized and dewater the pipelines in preparation for cleaning and rehabilitation. All references to the bypass pumping and/or bypass pumping system include, but are not limited to, all pumps, piping, valves and other equipment needed to move the intended flow from one location to another.
- B. The actual design of the bypass arrangement and alignment shall be prepared by the Contractor and shall be submitted to the Engineer to determine conformance to project objectives. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.
- C. Sanitary sewer mains shall remain in service at all times throughout the duration of the project except where noted otherwise. Contractor shall be responsible for diverting flow away from the limits of construction through the use of bypass pumping or flow diversions with prior written approval by the Engineer.
- D. Service to laterals shall be disrupted for a period of no more than 4 hours. If Contractor feels that it is necessary to disrupt lateral services for a period longer than 4 hours, Contractor shall provide alternate means of service without disrupting use of the service by the owner/resident.
- E. Contractor shall maintain pedestrian and vehicular traffic and comply with ADA regulations for access to all residential and commercial property unless written approval is otherwise obtained from the City allowing for reduced access.
- F. It is the Contractor's responsibility to arrange all necessary access and temporary construction agreements with all affected parties for the location of the bypass pumping system.

- G. The bypass pumping system shall be designed to normally maintain the wastewater flow below the top of the pipe, without surcharging.
- H. The Contractor shall have the complete bypassing system in place and successfully pressure tested at 1.5 times the maximum operating pressure of the system before bypassing any sewage.
- I. The Contractor shall notify the Engineer 48 hours prior to shutting down or bypassing the pipeline.
- J. The bypassed flow shall be continuously monitored.
- K. Contractor is responsible for immediate and proper cleanup should any spill occur, regardless of amount.
- L. Contractor to adhere to City's noise regulations in accordance with Specification Section 01360, Environmental Controls.

1.03 EXPERIENCE

Contractor shall utilize staff and/or a subcontractor that has been directly responsible for bypass pumping of sewage flows in excess of 0.1 MGD.

1.04 SUBMITTALS

- A. At the Preconstruction Conference the Contractor shall submit, in accordance with Specification Section 01330, Submittal Procedures, drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - 1. Drawings indicating the scheme and location of temporary sewer plugs and bypass discharge lines. The drawings shall also show the method and location for discharging the bypass lines.
 - 2. Capacities of pumps, prime movers, and standby equipment.
 - 3. Design calculations proving adequacy of the system and selected equipment.
 - 4. Standby power source.
 - 5. Staffing Plan.
 - 6. Show suction and discharge points with elevations and stationing on the design plans.
 - 7. Provide pump performance curves.
 - 8. Submit calculations to verify suction lift of pumps has not been exceeded.
 - 9. Contractor shall submit proposed noise control and exhaust control plans for pumping equipment.
 - 10. Contractor shall submit a proposed plan for disruption of sewer service laterals.

11. Contractor shall submit bypass piping inspection plan.

- B. The actual design of the bypass arrangement shall be prepared by the Contractor or Subcontractor performing the work, and shall be submitted to the Engineer to determine conformance to project objectives. The Contractor shall be responsible for any Subcontractors design (if used) on this Project. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.
- C. Approval of submitted plans for sewer connection and temporary rerouting shall in no way relieve the Contractor of their responsibility for the protection of adjacent properties, downstream drainage systems and water tributaries against sewage spill. Any litigation, claims, fines, etc. associated with any sewage spill shall be the responsibility of the Contractor.

1.05 JOB CONDITIONS

- A. Available Flow Data: Available flow data for the sewers to be rehabilitated at the project site is located in 1.02 - Experience of this section. Flow data for the service laterals is not available. The Contractor shall determine the flow in the service laterals.
- B. Protection: In areas where flows are bypassed, all bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.
- C. Scheduling: The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. The bypass system will have an attendant around the clock whose only duty is to maintain the bypass pumping system until the bypassing of that specific pipeline is no longer required.

1.06 MATERIALS

- A. Pumping Systems
 - 1. Contractor shall maintain on site, the following minimum requirements for all bypass pumping systems:
 - a. Sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The complete bypass system, including all piping, shall be continuously monitored by Contractor personnel.
 - b. A system of pumps and piping operating on site to maintain a minimum 50% over capacity of the anticipated maximum flow (as determined by

the Contractor). In addition, the Contractor shall have a standby pump, equal in capacity to the largest pump in the system, piped, plumbed and ready for operation. Standby pumps shall be fueled and operational at all times.

- c. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, hoses and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.

1.07 CONSTRUCTION

A. Estimated Flows

1. Bypass system shall have capacity to convey wastewater flows for fourteen (14) single-family residences.
2. Flow Conditions: The Contractor is responsible for obtaining current flow condition information at the time of construction. The City is not responsible for any deviations in quantity of sewage flow at any time during the construction period. Higher flows may be encountered depending on weather and other upstream condition.
3. Inspection: The Contractor shall continuously monitor the entire bypass pumping and piping system for leaks and spills. The Contractor shall also create an inspection log and shall enter the time of the inspections and the condition of the piping and the name of the inspector into the log for review by the Engineer.
4. Damages: The Contractor shall repair, without cost to the owner, any damage that may result from his negligence, inadequate or improper installation, maintenance and operation of bypassing system, including mechanical or electrical failures.

*****END OF SECTION*****

APPENDIX A – EID Technical Specifications

1. EID Technical Spec 33 01 30.13 - Sewer System Testing
2. EID Technical Spec 33 39 13 - Manholes

SEWER SYSTEM TESTING

1.0 GENERAL

- 1.1 Scope - This section governs the testing requirements and procedures for acceptance of all completed gravity sewer lines, manholes, and sewer force mains.

It is the intent of the plans and specifications that the completed sewer pipes along with manholes and other appurtenances shall be watertight.

All gravity sewer pipes and services shall be air tested for leakage. Gravity sewer mains, including services, shall also be visually inspected by video camera and tested for deflection by a mandrel. Manholes shall be hydrostatically tested for infiltration.

Leakage test for sewer force mains shall follow the procedures set forth in Technical Specification 33 13 10 "Water Piping System Testing" Subsection 3.2. See Section 3.5 of this specification.

All tests shall be made in the presence of the District.

Even though a section may have previously passed the leakage test, each section of sewer shall be tested subsequent to the last backfill compacting operation if, in the opinion of the District heavy compaction equipment or any of the operations of the contractor or others may have damaged or affected the structural integrity or water tightness of the pipe, structure, and appurtenances.

OFFICIAL DISTRICT TESTING WILL NOT BE PERMITTED UNTIL AFTER ALL OTHER UNDERGROUND FACILITIES HAVE BEEN INSTALLED AND THEIR TRENCH COMPACTION VERIFIED AND CERTIFICATION OF SUBGRADE PROVIDE BY THE COUNTY.

When lines to be tested are in areas that will be paved, testing shall be done after the sub grade is placed, compacted, and accepted by the County.

- 1.2 Acceptance - The gravity sewer will not be considered acceptable until the leakage or infiltration rate, as determined by test, is less than the maximum allowable.

If the leakage or infiltration rate is greater than the amount specified, the pipe joints shall be repaired or, if necessary, the pipe shall be removed and relayed by the contractors, and retested.

- 1.3 Submittals - The contractor shall notify the District a minimum of 3 business days in advance of its proposed testing schedule for review and concurrence.

2.0 MATERIALS

- 2.1 General - All test equipment, valves, plugs, or other control equipment and materials shall be determined and furnished by the contractor, subject to District review. No materials shall be used which would be injurious to the construction or its future function.

3.0 EXECUTION

- 3.1 Mandrel Test for Gravity Sewers - After completion of the sewer line, the line shall be ball flushed just prior to pulling the mandrel through.

A commercially manufactured, rigid, odd-numbered leg (9 legs minimum) mandrel, with a circular cross section having a diameter of at least 95% of the specified average inside diameter of the gravity sewer, shall be pulled through the pipe by hand. The minimum length of the mandrel shall be equal to the base inside diameter of the pipe. Obstructions encountered by the mandrel shall be corrected by the contractor.

- 3.2 Air Test for Gravity Sewers - After the mandrel test, each section of sewer between successive manholes shall be air tested as follows:

- A. With all outlets plugged, air shall be slowly added until the internal pressure is raised to 4.0 pounds per square inch gage (psig). The compressor used to add air to the pipe shall have a relief valve set at 5 psig to ensure that at no time the internal pressure in the pipe exceeds 5 psig.
- B. The internal pressure of 4 psig shall be maintained for at least two minutes to allow the air temperature to stabilize, after which the air supply shall be disconnected and the pressure allowed to decrease to 3.5 psig.
- C. The time in minutes that is required for the internal air pressure to drop from 3.5 psig to 3.0 psig shall be measured. The results shall not be less than the minimum permissible duration for the air test pressure drop shown in Table I. A pressure gauge with a scale no greater than 0 to 10 PSIG shall be used for the testing.

TABLE I
MINIMUM TIME FOR
AIR PRESSURE DROP OF 0.5 PSIG (3.5 to 3.0 PSIG)

Pipe Diameter (in.)	Time for Length Shown (in Minutes/Seconds)				
	0-200'	201-250'	251-300'	301-350'	351-400'
6	2:50	2:50	2:50	2:50	2:50
8	3:50	3:50	3:50	4:30	5:00
10	4:40	5:00	6:00	7:00	7:50
12	5:40	7:10	8:30	10:00	11:20

- D. Should groundwater be present above the flowline of the pipe, the air pressure added to the 3.5 psig criteria shall be calculated by dividing the vertical height, in feet of groundwater above the flowline, by 2.31. The starting test pressure shall not exceed 9.0 psig.
- E. If the time shown in Table I for the designated pipe size and length elapses before the air pressure drops 0.5 psig; the section being tested shall have passed and the test discontinued.

3.3 Manhole Test - Water tightness of manholes may be tested after all iron is raised and before the manhole is lined. The test shall be as follows:

- A. The contractor shall plug all inlets and outlets with approved stoppers or plugs.
- B. The manhole shall be filled with water to the top of the frame.
- C. The water shall stand in the manhole for a minimum of one hour to allow the manhole material to reach maximum absorption.
- D. The contractor shall refill the manhole to the original depth.
- E. The time of the test will be determined by the District to fit the various field conditions. The minimum test time shall be one hour.
- F. The manhole shall be refilled to the original depth and the amount of water required to fill the manhole shall be recorded.
- G. If the amount of water added does not exceed the limits shown in Table II, then the manhole has passed the test.

TABLE II

<u>Depth of Manhole (ft.)</u>	<u>Allowable Amount of water added (gal.)</u>
0-5	1
6-7	1-1/2
8-10	2
11-12	2-1/2
13-15	3
16-18	3-1/2
19-20	4

- H. Even if the leakage is less than the specified amount in Table II, the contractor shall stop any leaks that may be observed to the satisfaction of the District.
- I. For manholes that require lining, the manholes shall be tested prior to lining the manholes. The inlet(s) and outlet of the manhole shall be mandrel tested after the lining is applied to verify flowline has not been compromised.

3.4 Video Test- All sewer collectors and service laterals shall be T.V. inspected prior to pavement placement in accordance to the following:

- A. The complete job is ready for television inspection when the following work has been completed and approved by the District:
 - 1. All sewer pipelines are installed, backfilled, and compacted.
 - 2. All manholes are in place, all channeling is complete, and pipelines are accessible from manholes, and testing completed.
 - 3. All other underground facilities, utility piping and conduits are installed.
 - 4. Final sub grade is complete and accepted by the County.
 - 5. Pipelines to be inspected have been cleaned and flushed per Section 3.1.
 - 6. Final air test has been completed per Section 3.2.
 - 7. Mandrel testing has been successfully completed per Section 3.1.

- B. After the above work is complete, the contractor shall schedule the video inspection. The video test shall be done in the presence of the District's Inspector. Water shall be introduced into the new pipe prior to inspection. During the video for service, some water must be flowing for camera orientation. The camera shall have a device to measure water depths.
- C. The following observations from television inspections will be considered defects in the construction of sewer pipelines and will require correction prior to retesting:
1. Low spots, 1/2-inch and greater
 2. Joint separations
 3. Cocked joints present in straight runs or on the wrong side of pipe curves
 4. Cracked or damaged pipe
 5. Dropped joints
 6. Infiltration
 7. Debris or other foreign objects
 8. Other obvious deficiencies
 9. Irregular condition without logical explanation
 10. Standing water in service laterals
- If no deficiencies are observed, the work will be considered satisfactory.
- D. The inspection shall be recorded and a Flash drive with the video given to the District. Any defects to require correction will be determined by the District.
- E. The District reserves the right to require another test of any repair after corrective work is complete.
- F. Those portions of the pipeline system that have been corrected will be re-inspected and retested per Sections 3.1 and 3.2.

- 3.5 Sewer Force Main Test - Leakage test for sewer force mains shall follow the procedures set forth in Technical Specification 33 13 10 "Water Piping System Testing" Subsection 3.2.

All defective elements shall be repaired, or removed and replaced, and then retested until all leakage has been stopped and the allowable leakage requirements have been met.

- 3.6 Final Video Inspection – After iron is raised, testing successfully complete, and any required interior lining has been applied, a final video inspection must be performed to confirm cleanliness of the system. The inspection is to be witnessed by EID personnel. Service laterals do not need to be re-inspected unless there is evidence of an issue.

END OF SECTION

MANHOLES

1.0 GENERAL

- 1.1 Scope - The work covered by this section shall consist of furnishing all materials, accessories, equipment, tools, transportation, service, labor and performing all operations to furnish and install concrete manholes in accordance with this section of the specifications and applicable drawings. Testing of manholes shall be done in accordance with Section 33 01 30.13.

Precast concrete bases, wall sections, and covers shall be manufactured in a facility especially designed for that purpose and shall conform to the shapes and dimensions indicated on the plans.

- 1.2 Submittals - Prior to installation, the following information is to be submitted:
- A. Manufacturer's catalog data on precast items. Show dimensions, reinforcing thickness of walls, and top slab shall be shown. Show materials of construction by ASTM reference and grade.
 - B. Concrete mix design and reinforcing for cast-in-place concrete item.
- 1.3 Design Loads - Design loads shall consist of dead load, live load, impact, and, in addition, loads due to water table and any other loads which may be imposed upon the manhole.

2.0 MATERIALS

- 2.1 Concrete - Portland cement concrete shall conform to Class A as specified in the Caltrans Standard Specifications Section 90, "Portland Cement Concrete."
- 2.2 Reinforcement - Reinforcement shall be deformed reinforcement in accordance with ASTM A615 or ASTM A497 for welded deformed wire fabric.
- 2.3 Base Rock - Base Rock shall be 3/4-inch aggregate base conforming to Caltrans Specifications for Class 2 aggregate base.
- 2.4 Precast Manhole Wall Sections - Precast manhole sections shall be of the size indicated on the Drawings. The contractor shall provide the District with a Certificate of Compliance from the manhole manufacturer that the

manholes and concrete mix conform in all respects to these specifications and requirements of ASTM C478. Minimum wall thickness shall be 4 inches. Cones shall have the same wall thickness and reinforcement as manhole section. The top and bottom of all sections shall be parallel.

Joints shall be tongue-and-groove type.

- 2.5 Precast Base Sections and Adaptor Ring - Unless otherwise approved, all concrete manhole bases shall be precast. Connections to the base shall be made with elastomeric boots or an approved cast-in adaptor.
- 2.6 Manhole Extensions - Concrete grade rings for extensions shall be a maximum of six-inches high and shall be approved by the District before installation.
- 2.7 Mortar - Standard premixed mortar conforming to ASTM C387 or proportion 1 part Portland cement with 2 parts clean, well graded sand which will pass a 1/8-inch screen. Admixtures may be used provided they do not exceed the following percentages by weight of cement: Hydrated lime, 10%; diatomaceous earth or other inert materials, 5%. Consistency of mortar shall be such that it will readily adhere to the applied surface. Mortar mixed for longer than 30 minutes shall not be used.
- 2.8 Preformed Plastic Gaskets - Preformed plastic gaskets shall be used for the manhole assembly and shall be Kent-Seal No. 2 manufactured by Hamilton Kent Manufacturing Company, Box 178, Kent, OH 44240; Ram-Nek, manufactured by K.T. Snyder Company, Inc., Central National Bank Bldg., Houston, TX 77002; or equal, meeting all requirements of Federal Specifications SS-S00210.
- 2.9 Manhole Frames and Covers - Covers shall have the word SEWER in raised two-inch letters. Castings shall be tough, close-grained gray iron, sound, smooth, clean, free from blisters, blowholes, shrinkage, cold shuts, and all defects, and shall conform to ASTM A48, Class 30B. All bearing surfaces shall be machined to ensure true flat surfaces. Covers shall be true and seat within the ring at all points. Frames shall be water tight and be of the grooved gasketed type. Manhole frames and covers shall be as shown on the approved Materials List.
- 2.10 Backfill Material - Backfill material shall conform to Section 31 23 16. When material from the excavation is unsuitable for use in backfill, it shall be disposed of and suitable material, which is capable of attaining the required relative compaction, shall be arranged for and furnished.

3.0 EXECUTION

- 3.1 Excavation - The contractor shall prepare an excavation large enough to accommodate the structure and permit grouting of openings and backfilling operations. Excavations shall be made in accordance to Section 31 23 16. No earth backfill will be permitted to correct overdepth excavation. Over excavation shall be corrected as described in Section 31 23 16-3.2.
- 3.2 Precast Bases - Precast bases shall be placed on six-inches of pipe bedding material compacted to 95% and graded level. The top of the base, when installed, shall be level in all directions.
- 3.3 Cast-in-Place Bases - Manhole base shall be poured in accordance to the standard drawing against undisturbed soil. All vertical surfaces shall be poured against approved forms. The base shall extend to the lines shown on the details.

The manhole stubs and sewer main shall be set before the concrete is placed and shall be rechecked for alignment and grade before the concrete has set. The various sized inlets and outlets to the manhole shall be located as indicated on the plans and as detailed in the detail drawings. Invert elevations of connecting sewers may vary.

The invert of the manhole base shall be hand worked so as to provide channels conforming in size and shape to the lower portions of the inlets and outlets. The manhole invert channels shall be smooth and accurately shaped. Channels may be formed directly in the concrete base.

All transitions shall be smooth and of the proper radius to give an uninterrupted transition of flow.

The concrete base shall be shaped with a wood float and shall receive a hard steel trowel finish before the concrete sets.

In the event additional mortar is required after initial set has taken place, the surface to receive the mortar shall be primed, and the mortar mixed with a concrete adhesive in the amounts and proportions recommended by the manufacturer and as directed by the District in order to secure as chip-proof a result as possible.

The bases shall set a minimum of 24 hours before manhole construction is continued. In certain critical situations, the time of setting may be reduced upon approval of the District.

- 3.4 Manhole Assembly - Manhole assembly shall be as shown on the standard drawings. Each precast concrete unit shall be set plumb using preformed plastic gaskets at all joints.

It is the intent of these specifications that manholes and appurtenances be watertight and free from infiltrations. Manholes shall be free of any seeping or surface moisture prior to the application of a protective lining or coating. Adequate watertightness of manholes and appurtenances shall be determined by the District upon completion of testing by the contractor. All stubs shall be plugged with stoppers or brick wall plugs as shown on the plans for various sizes of pipe.

In order to prevent accidental use of the new sewer before completion and acceptance, the inlet to existing tie-in manholes shall be sealed. Installation of these plugs shall be approved by the District. Plugs shall be removed at the time of final inspection or as directed by the District.

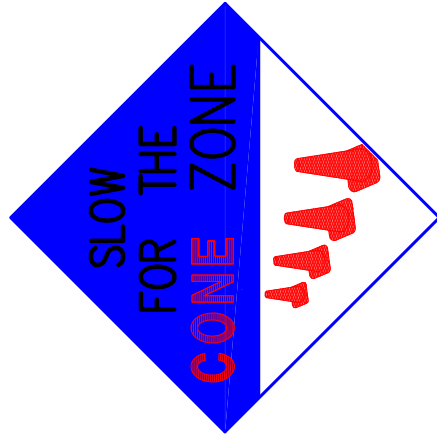
- 3.5 New Connections to Existing Manholes - New connections to existing manholes, where stubs have not been provided, shall be made by core drilling through the wall and rebuilding the manhole bench as shown on the standard drawings.

- 3.6 Backfill - Backfill around manholes shall be placed and compacted in accordance to Section 31 23 16.

END OF SECTION

APPENDIX B – Construction Sign Requirement Example

YOUR MEASURE H
SALES TAX DOLLARS
AT WORK



YEAR OF COMPLETION:
CITY OF PLACERVILLE

3'-0"

4'-6"

NOT TO SCALE

APPENDIX C – Permit to Enter and Stage, El Dorado Irrigation District

CITY OF PLACERVILLE
PERMIT TO ENTER AND STAGE

APN: 002-061-021

Rebecca Neves, P.E., City Engineer
City of Placerville
3101 Center Street
Placerville, CA 95667

Dear Ms. Neves,

El Dorado Irrigation District (Owner), owner of parcel #002-061-021, hereby grants the City of Placerville (City), its officers, agents, employees and persons under contract with the City to enter upon the property designated as APN 002-061-021 for the purpose of performing the following described work and as shown in the attached Exhibit A.

The City will be replacing the existing 4-inch sewer main which runs from north to south within a sewer easement in the backyards of the homes on Hocking Street. The City has determined that the best access to the sewer main is through the Owner's property which is adjacent to the west of the sewer easement. The City will enter the Owner's property for access of workers and equipment to the sewer easement, and staging of fusible pipe, equipment, and materials (See Exhibit B). The Owner's property will be restored or replaced to a condition that meets existing conditions, including existing contours to facilitate stormwater runoff recognizing this area conveys significant runoff during storm events.

The Owner understands the City will provide two weeks' notice to the Owner prior to mobilizing at which point the City will provide contact information for the Owner's use during the entry into the private property.


This Permit to Enter will commence on the first day of City access and terminate upon the satisfactory completion of erosion stabilization and private property restoration. Termination of this Permit will be in the form of a letter issued to Owner. Grant of use of this Permit shall transfer intact for the duration agreed upon herein through heirs, executors, administrators, successors and assigns of the property. This Permit is conditioned on the City agreeing to indemnify, save and hold harmless Owner from and against all claims, demands, costs, and expenses, including attorney's fees, arising out of the use of parcel APN 002-061-021 for the purposes of sewer main replacement by the City or its agents.

This permission is granted for a period of not to exceed two years from the date of execution of this agreement in consideration of the location, improvement, and construction of such sewer facilities and incidents thereto, which it is understood is required by the City of Placerville.

El Dorado Irrigation District


Dan Corcoran
Director of Operations

Approved As To Form:


Elizabeth Leeper
Senior Deputy General Counsel

Phone Number (530) 642-4082

Date 3/7/2023

Date 3/6/2023

PERMIT TO ENTER AND STAGE
APN: 002-061-021

ACCEPTED: CITY OF PLACERVILLE

Date 3/8/23

By: 
Rebecca Neves, P.E.
City Engineer