

CONTRACT DOCUMENTS FOR

AIR PARK DRIVE UTILITY RELOCATION PROJECT

OCEANO, CA

CONTRACT NO. 2018-01



Oceano

Services District

Community

OCEANO COMMUNITY SERVICES DISTRICT

CONTRACT DOCUMENTS

FOR

AIR PARK DRIVE UTILITY RELOCATION

PROJECT / CONTRACT NO. 2018-01

OCEANO, CA

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**OCEANO COMMUNITY SERVICES DISTRICT
NOTICE AND INSTRUCTIONS TO BIDDERS**

FOR

AIR PARK DRIVE UTILITY RELOCATION PROJECT

**OCEANO, CA
CONTRACT NO. 2018-01**

**OCEANO COMMUNITY SERVICES DISTRICT
NOTICE TO BIDDERS**

Notice is given that sealed bids will be received at the District office District at 1655 Front Street
before 3:00 p.m. on Thursday,
April 5, 2018 ("Bid Deadline"), for the following public works project:

**AIR PARK DRIVE UTILITY RELOCATION PROJECT
OCEANO, CA
CONTRACT NO. 2018-01**

Bids will be opened and declared by the Business and Account Manager District at 3:15 p.m. on the bid opening date at a public meeting at 1655 Front Street, Oceano, CA, 93445.

Any bid received at the District Office at or after 3:00 p.m. on the date specified above will not be accepted, and will be returned to the bidder unopened.

Bids are required for the entire work described in the Contract Documents. The award of the contract, if it be awarded, will be to the responsible bidder with the lowest responsive bid price on the base bid without any consideration of any prices on the additive bid items, if any. The District does not currently include any additive bid items on the bid sheet but reserves the right to include an additive bid item with an addendum if necessary. If an additive bid item is included with an addendum, then the addendum will state how the lowest responsive bid price will be determined. The District reserves the right to the award of the contract after the lowest responsive bidder has been determined, and the bidder is bound by its bid amount for said additive bid items. Such award, if made, will be made within 90 calendar days after the opening of proposals, and bidder agrees to be bound by its bid, including all of its bid prices, for the entire 90 day period. The District reserves the right to reject all bids and the right to self-perform the work as provided by Public Contract Code Section 22038.

**COORDINATION WITH SAN LUIS OBISPO COUNTY
CONTRACT NO. 300430**

The work described in the Contract Documents is also included as an additive bid item for San Luis Obispo County Contract No. 300430 - Oceano Beach Lagoon Bridge at Airpark Drive. The bidding and contracting process conducted by the County is independent of the bidding and contracting process conducting by the District. The work reflects permanent water and wastewater utility relocation of certain District facilities that the District is obliged to perform as a result of the County's replacement of the Airpark Drive Bridge. The District reserves the right to have the County's contractor perform the work as an additive bid item even if the District's responsible bidder with the lowest responsive bid provides a bid that is lower than the bid amount for related work obtained by the County.

Agreement between County and District

The agreement between the County and the District is attached as Appendix "A". The agreement provides that the District waives any right(s) it may have to protest or challenge the County's bidding and contracting process and that the District's sole remedy regarding any bidding concerns for the additive work is to reject having the work performed as part of the County's Construction Contract.

District Contract No. 2018-01 serves to mitigate the waiver required by the County since the District's sole remedy necessitates that the District is able to award a contract independent of the County. If the District awards a contract to its responsible bidder with the lowest responsive bid, the District will incur additional costs, including but not limited to those costs relating to contract administration, all of which are indeterminable at this time. As a result, and in addition to other reasons that may be in the best interest of the District, the District reserves the right to reject the lowest responsible bid to mitigate additional District costs that will be incurred by awarding and administering Contract No. 2018-01.

The District's bid opening is scheduled to occur simultaneously with the County's bid opening. In the event that the County's bid opening is postponed, the District will also postpone its bid opening so that it will occur simultaneously with the County's revised bid opening. If the County rejects all bids, the District will reject all bids. The District's Contract No. 2018-01 is not federally funded.

**NOTICE PURSUANT TO THE
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Act)**

The District's estimated project costs are less than \$175,000 and noticing is being provided pursuant to the Act.

In accordance with Public Contract Code 22034(a)(2), a notice inviting informal bids including a description of the project in general terms and how to obtain more detailed information about the project, and the time and place for submission of bids, has been emailed to the following construction trade journals:

Required Journals	San Luis Obispo County Journals
Construction Bidboard (Ebidboard) 11622 El Camino Real, #100 San Diego, CA 92130 Phone: 800-479-5314 Email: support@ebidboard.com Website: www.ebidboard.com	Central Coast Builders Association 242 East Romie Lane Salinas, CA 93907 Phone: 831-758-1624 Email: staff@ccbabuild.com Website: www.ccbabuilds.com
Dodge Data & Analytics 830 Third Avenue, 6th Floor New York, NY 10022 Phone: support@construction.com Email: support@construction.com Website: www.construction.com	San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com

Obtaining detailed information, which is the Bid package, (also referred to herein as the "Contract Documents") are posted on the District's website:

<http://www.oceanocsd.org>

Interested persons should be aware that the District is currently upgrading its website. If the website and/or links are not providing access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

Any changes, additions, or deletions to these Contract Documents will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective bidders must check the website for addenda or other relevant new information at up to 5:00 p.m. the day before the prescribed date/time for submittal of bids. The District is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

All bidders are required to acknowledge and confirm receipt of every addendum in their bid proposal.

All bidder Requests for Information must be submitted no later than 3:00 p.m., 5 business days prior to the bid opening date. Requests submitted after said date may not be considered. All questions pertaining to the content of this invitation to Bid must be made in writing through the District website. Questions and responses will be posted on the District website and can be viewed by accessing the Invitation to Bid located at the District website. The identity of the entity submitting the question will not be posted. The District reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

The bidder must have either a Class A license or a combination of class C licenses that make up a majority of the work at the time the Contract is awarded (Public Contract Code § 3300). When the bidder holds a combination of Class C licenses, all work to be performed outside of the bidder's license specialties, except work that is incidental or supplemental to the licenses of the bidder, shall be performed by licensed Subcontractors in compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code)

Pursuant to section 1770 et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor, and the debarment of Contractors and Subcontractors. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Copies are available at the District Office or at the DIR website, <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Public Contract Code section 1771.1:

- A Contractor or Subcontractor shall not be qualified to bid on, be listed in the Bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of this public works project, unless currently registered with the Department of Industrial Relations and qualified to perform work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bids must be submitted under sealed cover plainly marked as a bid and identified with the project number, the date and time for receipt of sealed bids, and the name of the bidder.

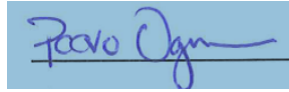
Bids must be accompanied by cash, a certified or cashier's check, or a bidder's bond in favor of the District in an amount not less than ten percent (10%) of the submitted total base Bid.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure performance under the Contract or, in the alternative, request the District to make payment of retention to an escrow agent.

The successful bidder will be required to furnish the District with payment and performance bonds, with each issued by a California admitted surety insurer equal to 100% of the Contract Price.

By order of the General Manager of the Oceano Community Services District, made this 22
day of March, 2018.

By



Paavo Ogren, General Manager
Oceano Community Services District

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents may be obtained from the District at the location specified in the Notice to Bidders.

The Contract Documents include the Notice to Bidders, Instructions to Bidders, Bid Forms, Agreement, General Conditions, Technical Provisions, and Project Plans and Specifications, and documents incorporated by reference therein.

Contract Documents can also be obtained from the District website at:

<http://www.oceanocsd.org>

Interested persons should be aware that the District is currently upgrading its website. If the website and/or links are not providing access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Contract Documents.

2. JOB SITE AND CONTRACT DOCUMENT EXAMINATION

Bidders are responsible for examining the job site and the Contract Documents, including any Addenda issued prior to the Bid Deadline, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors licensing requirements, availability of required insurance, and other factors that could affect the work. Bidders are responsible for consulting the standards referenced in the Contract Documents.

Submission of a Bid is a bidder's acknowledgment that the bidder has examined the job site and bid documents and is satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the Contract Documents

3. PRE-BID CONFERENCE

A pre-bid conference will not be held for this Contract.

4. ADDENDA

The District reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, will be made by written Addenda. All Addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code section 4104.5, if the District issues an Addendum that includes material changes to the work less than 72 hours prior to the Bid Deadline, the District will extend the Bid Deadline. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid Deadline.

All Addenda issued will be posted on the following website: <http://www.oceanocsd.org>

Interested persons should be aware that the District is currently upgrading its website. If the website and/or links are not providing access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

Prospective bidders must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

All bidders are required to acknowledge and confirm receipt of each and every addendum in their Bid. Failure to acknowledge all Addenda may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

5. ENGINEER'S ESTIMATE

Any engineer's estimate provided by the District relating to this work has been provided strictly for informational purposes, and cannot be relied upon by any bidder as representing an accurate estimate of the value of the work. The purpose of providing any such engineer's estimate is simply to provide each potential bidder with some preliminary information relating to whether the work may be within its bonding capacity and available resources. Under no circumstance may a bidder rely upon the engineer's estimate as representing a reasonable value of the work.

6. COMPLETION OF BID FORMS

Prepare bids using only copies of the Bid Forms, which are included in the Contract Documents issued by the District. The use of Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids must be executed by an authorized signatory as described in these Instructions to Bidders. Bidders must fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders must not delete, modify, or supplement the printed matter on the Bid Forms or make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Bid Forms may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

7. LICENSING REQUIREMENTS

Pursuant to section 7028.15 of the Business and Professions Code, bidders must possess licenses issued by the California Contractors State License Board for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted.

The District has determined that bidders must have the class of license designated in the Notice to Bidders to be eligible for award of this Contract. The Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5. Failure of the bidder to obtain proper and adequate licensing for award of the Contract constitutes a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

8. REGISTRATION REQUIREMENTS

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or engage in the performance of this Contract unless currently registered with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of Labor Code section 1725.5 for an unregistered Contractor to submit a Bid on this Contract provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time this Contract is awarded.

9. BID SECURITY

Each Bid shall be accompanied by Bid Security consisting of: (a) cash; (b) a certified check made payable to the Oceano Community Services District; (c) a cashier's check made payable to the Oceano Community Services District; or (d) a bidder's bond in favor of the Oceano Community Services District executed by the bidder as principal and surety as obligor, in an amount not less than 10% of the total base Bid.

The surety insurer shall be admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. The cash, check, or bidder's bond shall be given as a guarantee that the bidder: (1) will execute the Contract if it is awarded to the bidder, and (2) shall provide the required payment and performance bonds and insurance certificates and endorsements as required by the Contract Documents. Failure to provide the required documents may result in forfeiture of the Bid Security and the District may award the Contract to another bidder or may call for new Bids.

10. BID ITEM LIST

Bidder shall submit a Bid based on the bid item quantities the District shows on the Bid Item List. The Bid Item List is included in the Bid Forms.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided:

- A. If the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated 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 District's final estimate of cost.

11. DESIGNATION OF SUBCONTRACTORS (Public Contract Code 4100-4114)

On the *Designation of Subcontractors - Base Bid and the Designation of Subcontractors - Base Plus Additive Bid forms*, Bidders shall list each Subcontractor to whom the bidder proposes to directly subcontract portions of the work in an amount in excess of 1/2 of one percent of the total Bid. The *Designation of Subcontractors forms* for listing Subcontractors are included in the Bid Forms.

For each Subcontractor listed, the *Designation of Subcontractors forms* must show:

1. Business name and the location of its place of business.
2. California contractor license number.
3. Public works contractor registration number
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Description of portion of subcontracted work
 - 4.2. Bid item numbers for the work involved in the portion of work listed
 - 4.3. Percentage of the total Bid for each bid item listed

12. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, Contractors or Subcontractors may not perform work on a public works project with a Subcontractor who is ineligible to perform work on a public project pursuant to section 1777.1 or section 1777.7 of the Labor Code. Any contract on a public works project entered into between a Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract. Any public money that is paid to a debarred Subcontractor by the Contractor shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor used on the work

A list of Contractors barred by the Division of Labor Standards Enforcements is available on the following Department of Industrial Relations website:

<http://www.dir.ca.gov/dlse/debar.html>

13. DECLARATION OF NONCOLLUSION

The *Declaration of Noncollusion* form shall be signed, under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Any Bid made without such declaration, or believed to be made in violation thereof, may be rejected.

14. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. with its Bid. The certification is included in the Bid Forms section of the Contract Documents.

15. SIGNING OF BIDS

All Bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide

evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the bidder to each Bid and to any Contract.

If the bidder is a corporation, the legal name of the corporation shall be set forth on the Bid Proposal Form with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a partnership, the true name of the firm shall be set forth on the Bid Proposal Form with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the bidder is an individual, his or her signature shall be placed on the Bid Proposal. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

16. SUBMISSION OF SEALED BIDS

Once the Bid Forms have been completed and signed as set forth herein, place them, along with the Bid Security and other required materials, in an envelope, sealed, addressed, and delivered or mailed, postage prepaid, to the District as indicated in the Notice to Bidders. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered. Bids must be plainly marked as a Bid and identified with the Project number, the date and time of receipt of sealed Bids, and the name of the bidder.

17. DELIVERY AND OPENING OF BIDS

Bids will be received by the District at the address shown in the Notice to Bidders prior to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date and time indicated.

Bids will be opened as stated in the Notice to Bidders, and the amount of each Bid will be read aloud and recorded. All bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

18. WITHDRAWAL OF BID

Any bidder may withdraw its Bid by written request any time prior to the time set forth in the Notice to Bidders for the opening of Bids by notice to the District's Business and Accounting Manager at 1655 Front Street, Oceano, CA 93445. Such notice shall be in writing signed by the bidder and shall be received, and date-stamped and time-stamped by the District. Withdrawn Bids may be resubmitted on or before the time set forth in the Notice to Bidders for receipt of Bids provided that they are in full conformance with the Contract Documents. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Each bidder agrees by submitting a Bid that its Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of at least 90 days after Bid opening. Any request for District's consent to permit a bidder to withdraw a Bid after the Bid Deadline must be made in accordance with Public Contract Code section 5100 et seq., including, but not limited to, submission of written notice to the District within 5 business days after Bid opening specifying in detail how the mistake occurred.

19. RESERVATION OF RIGHTS

The District reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, if to do so seems to best serve the public interest. The right of the District to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error.

The District reserves the right, in its sole discretion, to: judge the bidder's representations as stated in the Bid forms and any post-Bid information to determine whether or not bidder is qualified to perform the work; be the sole judge regarding the suitability of the products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice to Bidders; issue a new Notice to Bidders; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice to Bidders, the bidder is specifically acknowledging the District

holds these rights. The Notice to Bidders does not commit the District to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the District pay for any costs incurred in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

20. BASIS OF AWARD; BALANCED BIDS

The District will award the Contract to the responsible bidder that submits the lowest responsive Bid, which shall be determined as set forth in the Notice to Bidders and as provided in these Instructions to Bidders and subject to the rights reserved by the District.

21. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit, or be interested in more than one Bid. However, a person, firm, corporation or other entity that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders submitting a Bid to the District, or submitting a Bid to the District as a prime bidder.

Submitting bids on County Contract 300430 does not preclude a bidder from submitting a bid on District Contract 2018-01.

A firm that the District has hired to provide architectural or engineering services to the District for this Contract before Bid submittal for this Contract is prohibited from all of the following:

1. Submitting a Bid;
2. Subcontracting for a part of the work; and
3. Supplying materials.

22. INSURANCE REQUIREMENTS

The successful bidder shall procure and maintain insurance in the forms, in the amounts and for the durations specified in the General Conditions.

23. RESPONSIVE BID

A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.

24. RESPONSIBLE BIDDER

A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the District. Any determination of a bidder's nonresponsibility by the District shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.

25. EVIDENCE OF RESPONSIBILITY AND ADDITIONAL INFORMATION

In addition to other provisions of the Bidding Requirements, upon the request of the District, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to District showing the bidder's financial resources, experience in the field, and organization and other factors evidencing bidder's ability to successfully execute and complete the Contract.

26. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible bidder, the District may award the Contract or reject all Bids. Once the District notifies the selected bidder of the award, the bidder will have 10 business days from the date of the award and tender of Contract to deliver to the District the executed Contract, all of the required bonds, evidence of insurance, and other materials set forth in the Contract Documents. Once the District receives all of the properly executed documents and certifications, the District will deliver the fully executed Contract to the Contractor and issue a Notice to Proceed. If the District's issuance of a Notice to Proceed is

delayed due to Contractor's failure to return fully-executed Contract, insurance, bond, and other required documents within 5 working days after the award and tender of the Contract, then Contractor agrees to the deduction of 1 working day from the number of days in the Contract Time for every day of delay in District's receipt of said documents. This right is in addition to and does not affect the District's right to demand forfeiture of the Bid Security if Contractor persistently delays in providing the required documentation. The Contractor's failure to return all of the required documents within 5 working days may result in the award of the contract to the next lowest bidder or rejection of all bids if, in the General Manager's sole discretion, it is determined that uncertainty in awarding and contract execution for the work impairs the District's ability to meet the deadline established in the District's agreement with the County regarding the permanent utility relocation work for the Oceano Beach Lagoon Bridge Replacement Project.

27. RETENTION AND SUBSTITUTION OF SECURITY

The District will make monthly progress payments based upon work performed in accordance with the Contract Documents. Unless otherwise specified in the Notice to Bidders, the District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the Contractor, the Contractor may substitute securities for the amount so retained, or in the alternative, request the District make payment to an escrow agent in accordance with Public Contract Code section 22300. Contractor shall have 30 days following award of the Contract to submit a written request to the District to permit substitution of securities or payment of retention to an escrow agent; failure to do so shall be deemed a waiver of the right.

28. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

The successful bidder shall deliver to the District two (2) fully executed, identical counterparts of the performance bond and payment (labor and materials) bond in the form supplied by the District and included in the Contract Documents. The penal amount of each bond shall be for one hundred percent (100%) of the total base Bid plus the additive bid items, if added by District. The surety insurer shall be admitted to transact surety business in the State of California, in accordance with Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. Failure to furnish a bond within this time may, in the sole discretion of District, result in the forfeiture of the Bid Security.

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its Subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated at the Bid Deadline in all Bid prices.

30. BID PROTEST PROCEDURE

Bid protests and other challenges to the award of this Contract must comply with Rules Governing Bid Protests and Other Challenges to Awards of Construction Contracts ("Rules"). A copy of the Rules is attached to this Contract as an appendix. In addition, any Bid protest must be submitted in writing to the Oceano Community Services District, 1655 Front Street, Oceano CA 93445; Attention: General Manager.

END OF INSTRUCTIONS TO BIDDERS

OCEANO COMMUNITY SERVICES DISTRICT

BID FORMS

FOR

AIR PARK DRIVE UTILITY RELOCATION PROJECT

OCEANO, CA
CONTRACT NO. 2018-01

BID PROPOSAL FORM
TO THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
AIR PARK DRIVE UTILITY RELOCATION PROJECT
OCEANO, CA
CONTRACT NO. 2018-01

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(include even if P.O. Box used)

CITY, STATE, ZIP _____

PHONE NO: AREA CODE (_____) _____

FAX NO: AREA CODE (_____) _____

CONTRACTOR LICENSE NO. _____ CLASSIFICATION _____

PUBLIC WORKS CONTRACTOR REGISTRATION NO: _____

TAX I.D. NUMBER: _____

BUSINESS TYPE (Check one): Corporation _____ Partnership _____ Sole Proprietorship _____
Limited Liability Company _____

CONTACT PERSON NAME _____

CONTACT PERSON PHONE No. _____

CONTACT PERSON E-MAIL _____

EMPLOYER'S TAX IDENTIFICATION NUMBER _____

Bidder agrees that the Bid and all prices shall remain open and shall not be withdrawn for a period of not less than **90 days** from the Bid Deadline, or until rejected by the District, whichever period is shorter.

1. ADDENDA

The undersigned acknowledges and confirms the receipt of the following Addenda:

<u>Addenda Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.

2. CERTIFICATION OF INSPECTION OF THE SITE AND CONTRACT DOCUMENTS

By signing below, bidder certifies that it: has received, carefully examined, and is fully familiar with all of the provisions of the Contract Documents, including all Addenda and attachments, and that said Contract Documents contain sufficient detail regarding the work to be performed; has notified the District of any errors or omissions in the Contract Documents and unusual site conditions; has carefully checked all words, prices, and statements in this Bid Proposal Form; and has visited the job site and conducted such other field investigations which are prudent and reasonable in preparing the Bid. Bidder agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in making the Bid.

3. BIDDER’S REPRESENTATIONS REGARDING INSURANCE AND BONDS

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and work required and, if it is accepted by the District, the bidder will enter into a Contract and furnish the bonds, insurance and other documents as required by the Contract Documents within 5 business days after award and tender of the Contract. **By its signature below, the bidder agrees to provide the proper evidence of insurance and bonds within 5 business days after District’s tender of the Contract. Failure to do so may result in forfeiture of Bid Security and rescission of the award by the District.**

4. CONTRACTORS LICENSE CERTIFICATION.

The undersigned certifies that:

Contractors License No. _____ issued by the California Contractors State License Board (“CSLB”) to the undersigned on _____, _____, is current, valid, has not been revoked, suspended or cancelled, and is appropriate to the work to be undertaken.

Contractors License Classification(s): _____

Expiration Date: _____

Name of Qualifying Individual: _____

5. TIME FOR COMPLETION

The bidder agrees that if awarded the Contract, it shall complete the work within the number of working days specified in the Contract Documents.

6. ATTACHMENTS TO THIS BID PROPOSAL FORM

Enclosed herewith (except as otherwise provided for optional forms) and by this reference incorporated herein and made a part of this Bid Proposal Form are the following items:

1. Bid Item List
2. Designation of Subcontractors Base Bid Form
3. Declaration of Noncollusion
4. California Public Contract Code 10162 Questionnaire
5. California Public Contract Code 10232 Statement
6. California Public Contract Code 10285.1 Statement
7. Iran Contracting Act Certification

8. Bidder's Bond or other Bid Security

Bids are to be submitted for the entire work. The amount for Bid comparison purposes will be the total of all 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 that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

Accompanying this Bid Proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the Oceano Community Services District, for the sum of at least ten percent (10%) of the total of the base bid. The proceeds thereof shall become the property of the District if the Bid is withdrawn after the time fixed in the Notice to Bidders for the opening of Bids, or if, in case this Bid is accepted by the District and such bidder has received written notice that the Contract has been awarded to him/her, the undersigned shall fail within 5 business days to execute the Contract with the District and furnish all documents required in section 3-1.18 of the General Conditions. Otherwise, said Bid Security, except a bidder's bond, will be returned to the undersigned.

7. BIDDER'S ORGANIZATION AND SIGNATURE AUTHORIZATION

The undersigned certifies that he/she/they is/are authorized to sign this Bid and any subsequent Contract on behalf of the bidding firm or company and that the nature of this bidding firm is an individual, partnership, corporation, or limited liability company with the principals or authorized officers of the firm listed as follows:

Nature of Firm:

(Corporation, Partnership, Individual, etc.) _____

Principal Officers/Partners/Members: _____

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under laws of State of _____, and is authorized to transact business in the State of California.

Company/Contractor Legal Name

Signature

Name (print/type)

Title (print/type)

Date

BID FORM - BID ITEM LIST

BASE BID

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	770002(A)	WATER FACILITY RELOCATIONS	1	LS		
2	770002(B)	WASTEWATER FACILITY RELOCATIONS	1	LS		
3						
4						
TOTAL BASE BID						

ADDITIVE BID ITEM 1

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
n						
TOTAL ADDITIVE BID						

GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS						
---	--	--	--	--	--	--

Name of bidder_____

Signature of bidder_____

Printed Name and Title_____

Date_____

DESIGNATION OF SUBCONTRACTORS – BASE BID

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractors license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid.
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Total Bid

By: _____
 (Bidder's Company Name)

NOTES: *When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

** Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

DECLARATION OF NONCOLLUSION

In accordance with Public Contract Code Section 7106, the bidder declares as follows:

I am the _____ [title] of _____ [name of bidder], the party making the foregoing Bid. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham Bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder. All statements contained in the Bid are true. The bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

_____ [date], at _____ [city], _____ [state].

Signed: _____

Print Name: _____

If the bidder fails to complete and properly sign this declaration, the Bid will be considered non-responsive and will be rejected.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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.

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

Company: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

The bidder, 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 bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Company: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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 employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided [\(above\)](#).

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Company: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status regarding the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for work does not exceed \$1,000,000.

Company: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

BIDDER'S BOND

KNOW ALL BY THESE PRESENTS:

That we, _____

as Principal, and _____

as Surety, are held and firmly bound unto the Oceano Community Services District, County of San Luis Obispo, State of California (hereinafter called "District") in the penal sum of Ten Percent (10%) of the total aggregate amount of the base Bid of the Principal above named, submitted by said Principal to the District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 a bid to District for certain construction specifically described as follows, for which bids are to be opened on _____, 20____, has been submitted by Principal to District for:

**AIR PARK DRIVE UTILITY RELOCATION PROJECT
OCEANO, CA
CONTRACT NO. 2018-01**

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the District in the event of any of the following:

(1) The aforesaid Principal withdraws said bid after the time fixed in the Notice to Bidders for the opening of bids; or,

(2) Principal fails to provide the District within the time(s) specified in the aforesaid contract documents all of the completed DBE documents required to perfect the Principal's bid before the contract is awarded; or

(3) Principal fails, within five (5) business days after receipt of written notice that the contract has been awarded to Principal, to, enter into a written contract with District, in the prescribed form, in accordance with the bid as accepted, and file with the District the certificates of insurance as stipulated in section 7-1.06 of the General Conditions and the two bonds (in the prescribed forms), one to guarantee faithful performance and the other to guarantee payment for labor and materials.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____

day of _____, 20_____.

(Seal)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

(Seal)

Surety

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.

OCEANO COMMUNITY SERVICES DISTRICT

AGREEMENT FOR

AIR PARK DRIVE RELOCATION PROJECT

OCEANO, CA

CONTRACT NO. 2018-01

DISTRICT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____

Between the Oceano Community Services District, a political subdivision and a Community Services District of the State of California, party of the first part, hereinafter called "District" and

the party of the second part, hereinafter called "Contractor".

WITNESSETH, that for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 WORK

The Contractor shall, at its own proper cost and expense, do all the work and furnish all the equipment and materials necessary to construct and complete in good and workmanlike manner to the satisfaction of the Board of Directors of said District, for

**AIR PARK DRIVE UTILITY RELOCATION PROJECT
OCEANO, CA
CONTRACT NO. 2018-01**

all in strict accordance with the Contract Documents.

ARTICLE 2 CONTRACT

This Agreement, together with all other Contract Documents, including without limitation Notice to Bidders, Instructions to Bidders, Bid Forms, General Conditions, Specifications, Appendices, Plans, and all addenda thereto, form the Contract, and said documents by this reference become as fully a part of this Agreement as if set forth in full and are herein sometimes referred to as "Contract" or as "Contract Documents".

The Oceano Community Services District (OCSD) is an expressed third-party beneficiary of any and all terms, provisions, plans, specifications and drawings in the Construction Contract relating to any work and materials regarding any OCSD facilities and the OCSD shall have all rights and remedies against the Contractor for latent and other defects.

ARTICLE 3 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall begin work within 5 working days from the date of receipt of District's Notice to Proceed.

The work shall be diligently prosecuted to completion before the expiration of **20 working days** starting the sixth day after receipt of the District's Notice to Proceed.

It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these General Conditions, damage will be sustained by the District, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the District the sum of THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3,700.00) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages to the extent that the Contractor's delays creates delays for the County Contractor which cause the County Contractor to incur and pay liquidated damages

to the County; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract at such time that the Contractor's work exceeds 20 days and until the County provides notification to the District on final resolution of liquidated damages incurred and paid by the County Contractor.

ARTICLE 4 CONTRACT PRICE

The Contract Price is the total aggregate amount of the Contractor's bid price based on the estimated quantities listed in the Bid Item List as set forth in the award of the Contract approved by the District, subject to any adjustments for variances in quantities and changes pursuant to change orders executed in accordance with the Contract Documents. The estimated quantities listed in the Bid Item List will not govern final payment. The Contractor will receive and accept and the District will pay the Unit Prices and lump sum prices only for actual quantities of installed items constructed in accordance with the Contract Documents specified in the attached Bid Item List, which is incorporated herein by reference as Exhibit A, as full compensation for the Contractor's full performance of the Contract including furnishing all labor, materials, and equipment for doing all the work contemplated and embraced in this Agreement. Upon completion of the work, if the actual installed quantities show either an increase or decrease from the estimated quantities in the Bid, the Contract Unit Prices (including lump sum prices) will prevail except as otherwise specified in the Contract Documents.

To the extent permitted by law, the Contractor assumes during the progress of the work and before its acceptance, any and all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the District; and assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work, for well and faithfully completing the work, and the whole thereof, in the manner and to the requirements of the Contract Documents.

ARTICLE 5 SUBCONTRACTING

The Contractor's is directed to the provisions of the "Subletting and Subcontracting Fair Practices Act" set forth in Sections 4100-4114 of the Public Contract Code.

ARTICLE 6 FINAL PAYMENT

Final payment for the work performed under this Contract shall be made as specified in section 9-1.17, "Final Payment and Claims," of the General Conditions and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that acceptance by the Contractor of the final payment due under this Contract, and the adjustment and payment of its bill rendered for any work done in accordance with any amendments of this Contract, shall be and shall operate as a release to the District from any and all claims or liabilities on account of work performed under this Contract except claims for which written notice of claim has been properly provided to the District in accordance with the claims procedures set forth in the General Conditions. Besides guarantees required elsewhere, the Contractor shall and does hereby guarantee all workmanship and material and will correct any defects in the work for a period of one year from and after both the date of acceptance of the work and the recordation of the notice of completion by the District and shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the District is or becomes defective during the period of said guarantee without expense whatsoever to the District. It is mutually agreed between the parties hereto, that no certificate given or payments made under this Contract, including final payment, shall be evidence of the performance of this Contract, either wholly or in part, against any claim of the Contractor.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

The Contractor hereby declares that he/she has read the Contract Documents pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

It is further stipulated and agreed that the Contractor shall keep himself/herself fully informed of all laws, ordinances, and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereupon and all such orders of bodies and tribunals having any jurisdiction over the same. If it be found that the General Conditions, Technical Provisions, or Standard Specifications for the work conflict with any such law, ordinance or regulation the Contractor shall immediately report same to the District General Manager in writing. The Contractor shall at all times observe and comply with and shall cause all its agents, employees, and independent contractors hired by the Contractor to observe and comply with all such existing and future laws, ordinances, regulations, or decrees.

ARTICLE 8 APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and any Subcontractor shall comply with the requirements of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code in the employment of apprentices.

To insure compliance and complete understanding of the law relating to apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work on this Contract. Responsibility for compliance with said Labor Code Sections lies with the Contractor.

ARTICLE 9 PAYROLL RECORDS

Attention is directed to the provisions in Section 1776 of the Labor Code and section 7-1.02K(3), "Certified Payroll Records," of the General Conditions concerning Contractor and Subcontractor payroll records.

The Contractor and any Subcontractor shall comply with the requirements of Section 1776 of the Labor Code and section 7-1.02K(3), "Certified Payroll Records," of the General Conditions.

The Contractor and all Subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (Division of Labor Standards Enforcement). Additionally, the Contractor shall submit certified payroll records to the District on a weekly basis, unless directed otherwise by the District. In addition, the Contractor must post job site notices prescribed by regulations.

ARTICLE 10 SAFETY

All work conducted by the Contractor and/or Subcontractors in the execution of this contract shall be in accordance with current CAL OSHA requirements and section 7-1.02K(6), "Occupational Safety and Health Standard," of the General Conditions

ARTICLE 11 EMISSIONS REDUCTION

During the performance of this Contract, Contractor agrees to comply with Emissions Reduction. Submit to the District the following certification before performing the work:

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this Contract.

Contract signing constitutes submittal of this certification.

ARTICLE 12 BONDS

In case suit is brought upon Contractor's payment or performance bond, then said surety will pay a reasonable attorneys' fee to be fixed by the court. Contractor and surety agree that neither the payment bond nor the performance bond shall be considered a part of the Contract. Contractor and surety further agree that the payment and performance bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in the payment and performance bonds shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

ARTICLE 13 ATTORNEYS FEES

No provisions of the Contract Documents provide either the Contractor or the District the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. The parties agree that any references to attorney's fees in language describing indemnification obligations do not constitute a contractual provision that would provide either the Contractor or the District the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. Any other language in the Contract Documents providing for a recovery of attorney's fees shall be strictly construed as not including the recovery of any attorney's fees incurred by either Contractor or District in any legal action brought by either party to enforce any provision of the Contract Documents against the other party.

The parties agree that the Contract Documents contain no provisions that would allow either the Contractor or the District to be awarded attorney's fees and/or costs under Civil Code section 1717. Nothing in this Article affects any right by Contractor or District to recover attorney's fees or costs by operation of any law other than Civil Code section 1717.

In the event of any conflict between language in this Article and any other language in the Contract Documents, the language in this Article shall prevail.

ARTICLE 14 FAIR EMPLOYMENT PRACTICES

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by the District setting forth the provisions of this article.
2. Contractor, its contractor(s) and all Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of the Contractor's contractors and all Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by the District, the California Department of Transportation, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by California Department of Transportation, for the purposes of investigation to ascertain compliance with this article.
5. Remedies for Willful Violation:
 - a. The District may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - b. For willful violation of this Fair Employment Provision, the District shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by the District in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and the District may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to the District to cure Contractor's breach of this Agreement.

ARTICLE 15 CONTRACTORS LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 16 WORKERS COMPENSATION CERTIFICATION

In accordance with California Labor Code §§ 1860, 1861 and 3700, every Contractor will be required to secure the payment of compensation to its employees. By signing below, Contractor certifies as follows: "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."

ARTICLE 17 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, Contractor and/or Subcontractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Environmental Protection Agency and the Federal Highway Administration.

ARTICLE 18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

1. Overtime Requirements.

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph 1 of this Article the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. _____

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written, being authorized thereto.

OCEANO COMMUNITY SERVICES DISTRICT

CONTRACTOR

By: _____

PRESIDENT

By: _____

Date: _____

Date: _____

ATTEST:
DISTRICT CLERK

By _____

Printed Name and Title
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

Date: _____

APPROVAL RECOMMENDED BY:
PAAVO OGREN, GENERAL MANAGER

ATTEST:

By _____

Date: _____

Printed Name and Title (Secretary/Assistant Secretary/CFO/Assistant Treasurer)

Date: _____

Address for giving notices:

APPROVED AS TO FORM AND LEGAL EFFECT:

JEFFREY A. MINNERY
DISTRICT COUNSEL

By: _____

Date: _____

OCEANO COMMUNITY SERVICES DISTRICT

GENERAL CONDITIONS

FOR

AIR PARK DRIVE UTILITY RELOCATION PROJECT

OCEANO, CA

CONTRACT NO. 2018-01

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SIGNATURES

The Contract Documents for the Air Park Drive Utility Relocation Project, Contract No. 2018-01, presented herein have been prepared by or under the direction of the following registered engineer:

General Conditions prepared with the assistance of:



District Engineer

3/22/2018

Date

Approved by:



General Manager

3/22/2018

Date

SECTION 1 - GENERAL

1-1.01 GENERAL

1-1.01A ORGANIZATION

Division I (General Provisions) of the Caltrans Standard Specifications is superseded by these District General Conditions. While the District General Conditions may appear to be similar to the Caltrans 2015 Standard Specifications, Division I, General Provisions, in some respects, they are not the same. Bidders and the Contractor are advised to read these District General Conditions carefully, and to not assume that provisions that are similar to Caltrans provisions are actually the same as Caltrans. It is the responsibility of all bidders to read and understand the District General Conditions before submitting a Bid.

The bid items set forth the construction specifications that apply. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits except for bid item code 999990 that corresponds to section 9 and unless shown otherwise in the table titled "Bid Items and Applicable Sections" in the Special Provisions.

1-1.01B INTERPRETATION

The specifications are written to the bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The bidder must" and interpret "you" as "the bidder" and "your" as "the bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

1-1.01C COMMUNICATIONS

After Contract approval, submit documents and direct questions to the Engineer. Orders, authorizations, and requests to the Contractor are by the Engineer.

The following items from the District are in writing:

1. Approvals
2. Authorizations
3. Decisions
4. Notifications
5. Orders
6. Responses

The following items from the Contractor must be in writing:

1. Assignments
2. Notifications
3. Proposals
4. Reports
5. Requests, including RFIs, sequentially numbered
6. Subcontracts
7. Test results

Where a location is not specified with the words "shown," "specified," or "described" interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the specifications."
3. "Described" as "described in the Contract." "Described" means "shown, specified, or both."

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Not Used," or "Reserved" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

The specifications are expressed in U.S. customary units.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

1-1.01D SEVERABILITY

In the event any Article, Section, Sub-article, Paragraph, Subparagraph, sentence, clause or phrase contained in the Contract Documents shall be deemed, determined, declared or adjudged invalid, illegal, unconstitutional, void or otherwise unenforceable such provision or clause shall be deemed to be severed and deleted from the Contract Documents and all remaining provisions shall continue in full force and effect.

1-1.01E PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause is included herein, and if through mistake, or otherwise, any such provision is not inserted or not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

1-1.01F HEADINGS NOT CONTROLLING

The various headings contained in the Contract Documents are inserted for convenience only and shall not affect the meaning or interpretation of the Contract or any provision thereof.

1-1.01G NEUTRAL INTERPRETATION

The Contract Documents shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

1-1.02-1-1.04 RESERVED

1-1.05 REFERENCES

A reference within parentheses to a law or regulation is included in the Contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

Where the version of a referenced document is not specified, use the current version in effect on the date of the Notice to Bidders.

A reference to a section includes the general specifications for the section.

Where a section number is referenced without a reference to a document, the reference is to a section of the General Conditions (sections 1-9) or Technical Provisions (sections 10-94).

A code not specified as a federal code is a California code.

A department not specified as a federal or local department is a California department.

1-1.06 ABBREVIATIONS

Interpret the meaning of an abbreviation used in the specifications and the Bid Item List as shown in the following table. Some abbreviations included in the following table may not be used in the Contract Documents:

Abbreviations

Abbreviation	Meaning
AASHTO	American Association of State Highway and Transportation Officials
AB	aggregate base
ACI	American Concrete Institute
ADL	aerially deposited lead
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	archaeological monitoring area
ANSI	American National Standards Institute
APCD	Air Pollution Control District
API	American Petroleum Institute
AQMD	Air Quality Management District
AREMA	American Railway Engineering and Maintenance-of-Way Association
AS	aggregate subbase
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
ATPB	asphalt treated permeable base
ATS	active treatment system
AWG	American Wire Gauge
AWIS	automated work zone information system
AWPA	American Wood Protection Association
AWS	American Welding Society ^a
AWWA	American Water Works Association
BBS	battery backup system
BNSF	Burlington Northern Santa Fe
Cal/OSHA	California Division of Occupational Safety and Health Administration
CBC	California Building Code
CDPH	California Department of Public Health
CIDH	cast-in-drilled-hole
CIH	Certified Industrial Hygienist
CIP	cast in place
CISS	cast-in-steel shell
CJP	complete joint penetration
CMU	concrete masonry unit
CPM	critical path method

CPL	composite plastic lumber
CRCP	continuously reinforced concrete pavement
CRM	crumb rubber modifier
CSL	crosshole sonic logging
CTB	cement treated base
CTPB	cement treated permeable base
CVN	Charpy V-notch
CWI	AWS Certified Welding Inspector
DBE	Disadvantaged Business Enterprise
DRA	Dispute Resolution Advisor
DRB	Dispute Resolution Board
DTSC	Department of Toxic Substances Control
DVBE	Disabled Veteran Business Enterprise
ECTC	Erosion Control Technology Council
EIA/ECIA	Electronic Industries Alliance/Electronic Components Industry Association
ELAP	Environmental Laboratory Accreditation Program
ESA	environmentally sensitive area
ETL	Electrical Testing Laboratories
f_c	extreme fiber compressive stress in concrete at service loads
f'_c	compressive strength of concrete
FHWA	Federal Highway Administration
FDR	full depth reclamation
GAAP	Generally Accepted Accounting Principles
GGBFS	ground granulated blast furnace slag; slag cement
GGL	gamma-gamma logging
GSP	galvanized steel pipe
HMA	hot mix asphalt
HMA-O	hot mix asphalt (open graded)
HS	high strength
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
ITE	Institute of Transportation Engineers
IEEE	Institute of Electrical and Electronics Engineers
JMF	job mix formula
JPCP	jointed plain concrete pavement
ksf	kips per square foot
ksi	kips per square inch
LCB	lean concrete base
LCS	Department's lane closure system
LEED	Leadership in Energy and Environmental Design
LOTB	log of test boring
LTDS	long term design strength
MC	medium curing
METS	Department's Materials Engineering and Testing Services
MPI	Master Painters Institute
MPQP	Material Plant Quality Program published by Caltrans

MR	movement rating
MSDS ^b	material safety data sheet
MT	magnetic particle testing
<i>MUTCD</i>	<i>Manual on Uniform Traffic Control Devices</i>
NAL	numeric action level
NDT	nondestructive testing
NEL	numeric effluent limitation
NETA	International Electrical Testing Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NMAS	nominal maximum aggregate size
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Thread Taper
NRTL	Nationally Recognized Testing Laboratory
NTU	nephelometric turbidity unit
OBC	optimum binder content
OGFC	open graded friction course
OSD	Offices of Structure Design
PCMS	portable changeable message sign
PLAC	permit, license, agreement, certification, or any combination of these
PC	precast
PCC	portland cement concrete
pcf	pounds per cubic foot
PG	performance grade
PI ₀	zero blanking band profile index
PJP	partial joint penetration
POC	pedestrian overcrossing
PQR	procedure qualification record
PS	prestressed
PSF	pedestrian signal face
PV	programmed visibility
QA	quality assurance
QAP	Quality Assurance Program
QC	quality control
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
RAP	reclaimed asphalt pavement
RCSC	Research Council on Structural Connections
RECP	rolled erosion control product
RFI	request for information
RHMA	rubberized hot mix asphalt
RHMA-G	rubberized hot mix asphalt (gap graded)
RHMA-O	rubberized hot mix asphalt (open graded)
RHMA-O-HB	rubberized hot mix asphalt (open graded high binder)
RPL	recycled plastic lumber

RSC	rapid strength concrete
RSP	rock slope protection
RSS	Revised Standard Specifications
RT	radiographic testing
RWQCB	Regional Water Quality Control Board
SMSA	Standard Metropolitan Statistical Area
SC	slow curing
SCC	self-consolidating concrete
SCM	supplementary cementitious material
SSPC	The Society for Protective Coatings
SWPPP	storm water pollution prevention plan
TEES	Transportation Electrical Equipment Specifications
TIA	time impact analysis
TV	target value
UFFA	ultra fine fly ash
UL	Underwriters Laboratories, Inc
USC	United States Code
USM	unidentified stock material
UT	ultrasonic testing
VECP	value engineering change proposal
VFD	Variable-frequency drive
VPM	volts per mil
WPC	water pollution control
WPCP	water pollution control program
WPS	welding procedure specification

^aInterpret a reference to AWS as a reference to AWS, ANSI/AWS, or AASHTO/AWS

^bInterpret a reference to MSDS as a reference to SDS under 29 CFR 1910.1200.

Bid Item List Abbreviations

Abbreviation	Meaning
ACRE	acre
CF	cubic foot
CY	cubic yard
EA	each
(F)	final pay item
GAL	gallon
HR	hour
LB	pound
LF	linear foot
LS	lump sum
LNMI	lane mile
MFBM	thousand foot board measure
MI	mile
MSYD	thousand station yard
STA	station (100 feet)
SQFT	square foot

SQYD	square yard
TAB	tablet
TON	2,000 pounds
WDAY	working day

1-1.07 DEFINITIONS

1-1.07A GENERAL

Not Used.

1-1.07B GLOSSARY

abandon: Render unserviceable in place.

acts of God: "Acts of God" as defined in Public Contract Code § 7105

activity: Task, event, or other project element on a schedule that contributes to completing the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

addenda: Addenda are written or graphic instruments issued by the District prior to opening of Bids, which interpret, clarify, or modify the Contract Documents.

adjust: Raise or lower a facility to match a new grade line.

admitted surety insurer: A surety authorized to transact surety insurance in the State of California, as evidenced by a valid Certificate of Authority issued by the California Department of Insurance in accordance with California Insurance Code Section 12070 *et seq.*

aerially deposited lead: Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.

Agreement: The executed portion of the Contract Documents, incorporating all the Contract Documents.

affiliate: An affiliate of a bidder, Contractor, or Subcontractor is an entity that is subject to control by the same persons who control the bidder, Contractor, or Subcontractor, through joint ownership or otherwise.

applicable law: The term "Applicable Law" means all state, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the work.

Application for Final Payment: The Contractor's written request for Final Payment including reconciliation of all partial payments, claims, changes or other proper adjustments to the Contract.

archaeological monitoring area: Area within or near construction limits where access is allowed, but work is subject to archaeological monitoring.

archaeological resources: Remains of past human activity, including historic and prehistoric material (e.g., tools and tool fragments, hearth and food remains, structural remains, and human remains).

as-built drawings: The Contractor's daily, current, and complete on-site record set of Drawings showing all changes and details.

authorized laboratory: Independent testing laboratory (1) not employed or compensated by any Subcontractor or Subcontractor's affiliate providing other services for the Contract and (2) authorized by the Department.

base: Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

basement material: Material in excavation or embankment under the lowest layer to be placed.

Bid: A complete and properly executed offer by the bidder on District-prescribed forms to perform the work for the prices stated in response to the Notice to Bidders.

bid item: Specific work unit for which the bidder provides a price.

Bid Item List: List of bid items with the associated or estimated quantities in conformity with the Contract Documents.

borrow: Fill acquired from an excavation source outside the described cut area.

1. **local borrow:** Material obtained by widening cuts or excavating from sources outside the planned or authorized cross section on the job site. The location of the local borrow is described or designated by the Engineer.
2. **imported borrow:** Borrow that is not local borrow.

bridge: Structure that:

1. Has a bridge number
2. Carries a utility or railroad or vehicle, pedestrian, or other traffic over, under, or around obstructions or waterways

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS website.

Caltrans: California Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

certificate of compliance: Certificate stating the material complies with the Contract that is issued from or by a person or entity acceptable to the District.

Certified Industrial Hygienist: Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

Change Order: A written document, using the District's approved standard Change Order form, executed by the Contractor and the District reflecting mutual agreement between the District and Contractor for any of the following:

1. any alteration in, deviation from, addition to, or deletion from the general scope of work of the Contract;
2. a change in the terms or conditions of the Contract; and
3. the amount of the adjustment, if any, in the Contract Price and/or Contract Time.

It constitutes a full settlement and compromise, and an accord and satisfaction. (See section 4-1.05D)

change order work: Work described in a Change Order, including extra work and work described in the Contract as change order work.

commercial quality: Quality meeting the best general practices.

commercial source: Established business operating as a material source to the general public.

Construction Change Directive: See section 4-1.05E.

construction permits: Permits required for the proper execution and completion of the work, which are customarily secured after execution of the Contract including, but not limited to, permits related to trenching, excavation, street work, mechanical, electrical, plumbing, and elevators.

Contract: Written and executed contract between the District and the Contractor and includes all Contract Documents.

Contract acceptance: District Board of Supervisors' written acceptance of a completed Contract.

Contract Documents: The Contract Documents are enumerated in the Agreement and consist of the Notice to Bidders, Instructions to Bidders, Bid Forms, General Conditions, Specifications, Appendices, Plans, and all addenda thereto, including permits and other governmental approvals required for the work, other documents listed in the Agreement, and Modifications issued after execution of the Contract.

Contract Price: The Contract Price is the total aggregate amount of the Contractor's bid price based on the estimated quantities listed in the Bid Item List as set forth in the award of the Contract approved by the District, subject to adjustment for changes pursuant to change orders executed in accordance with the Contract Documents. The Contract Price can only be altered through a Change Order

Contract Time: Number of working days within which the Contractor must fully perform all work under the Contract.

Contractor: Person or business or its legal representative whose Bid is accepted and who enters into a Contract with the District for performance of the work. The Contractor is the prime contractor.

controlling activity: Construction activity that will extend the scheduled completion date if delayed.

County: The County of San Luis Obispo

County Contractor: The contractor(s) that the County utilizes for the County's Oceano Beach Lagoon Bridge at Air Park Drive Replacement Project - County Contract No. 300430

County Agreement: An agreement between the Oceano Community Services District and the County of San Luis Obispo that provides terms and conditions associated with relocation of certain District facilities necessitated by the Oceano Beach Lagoon Bridge at Airpark Drive Replacement Project

District: The Oceano Community Services District

District Clerk: The Clerk of the Board of Directors of the District

District-owned float: Time saved on the critical path by actions of the District. It is the last activity shown on the schedule before the scheduled completion date.

critical path: Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

critical path method: Network based planning technique using activity durations and

relationships between activities to calculate a schedule for the entire project.

culvert: Structure other than a bridge that provides an opening under a roadway.

data date: Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday or a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 2.1. Saturday and holiday.
 - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions.
 - 2.2.2. Maintaining traffic under the Contract.
 - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
 - 2.2.4. Unanticipated event not caused by either party such as:
 - 2.2.4.1. Act of God.
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
 - 2.3. Day during a concurrent delay.
3. **original working days:** Working days to complete the work shown on the Agreement. Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

deduction: Money permanently taken from progress payment and final payment. Deductions are cumulative and are not retentions under Public Contract Code § 7107.

delay: Event that extends the completion of an activity. See section 8-1.07B

District: The Oceano Community Services District

District-owned float: Time saved on the critical path by actions of the District. It is the last activity

shown on the schedule before the scheduled completion date.

detour: Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

dispose of: Remove from the job site.

divided highway: Highway with separated traveled ways for traffic, generally in opposite directions.

early completion time: Difference in time between an early scheduled completion date and the work completion date.

Engineer: The District Engineer responsible for the Contract's administration.

environmentally sensitive area: Area within or near construction limits where access is prohibited or limited to protect environmental resources.

Extraordinary Measures: Measures implemented by Contractor at District's direction to expedite the progress of design or construction of all or a portion of the work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) submitting a recovery schedule for re-sequencing performance of the work or other similar measures.

extra work: Any work, desired or performed, but not included in the original Contract.

Final Completion: Final Completion is the stage of performance of the work when:

1. All work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items;
2. Contractor has delivered to the District all closeout documentation required by the Contract Documents including but not limited to the closeout documentation required by section 9-1.17;
3. The work passes the Engineer's final inspection and the Engineer issues a final Certificate for Payment;
4. Final inspection and approval by the District and all applicable governmental agencies has occurred; and
5. The District Board of Directors accepts the work as complete and, in its discretion, and a Notice of Completion and Acceptance is recorded.

final pay item: Bid item whose quantity shown on the Bid Item List is the quantity paid.

finished grade: Final surface of the completed facility. If the work under the Contract includes stage construction, the relation between the finished grade and the work under the Contract is shown.

fixed cost: Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

float: Difference between the earliest and latest allowable start or finish times for an activity.

force account work: Work ordered on a construction project without an existing agreement on its cost, and performed with the understanding that the contractor will bill the owner according to the cost of labor, materials, and equipment, plus a certain percentage for overhead and profit.

Force Majeure: any of the following events, which materially and adversely affect Contractor’s obligations hereunder: earthquakes; acts of god, epidemic, blockade, embargoes, rebellion, war, terrorism, national emergency, riot, act of sabotage, or civil commotion; discovery of any archaeological, paleontological or cultural resources; spill of hazardous substances by a third party at or near the job site which is required to be reported to the California Environmental Protection Agency, Department of Toxic Substances Control; discovery at, near, or on the site of any species listed as “threatened” or “endangered” under the Federal or State Endangered Species Act; or unusually severe weather conditions.

General Manager: The General Manager of the District

grading plane: Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

highway: Whole right-of-way or area reserved for use in constructing the roadway and its appurtenances and other project improvements indicated in the Contractor Documents to be constructed in the right-of-way.

holiday: Holiday shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
President’s Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

idle equipment: Equipment:

1. On the job site at the start of a delay
2. Idled because of the delay
3. Not operated during the delay

job site: Area within the defined boundaries of a project.

Labor Surcharge and Equipment Rental Rates: Caltrans publication that lists labor surcharge and equipment rental rates.

landscaping: Practice of a landscaping contractor under 16 CA Code of Regs § 832.27.

material: Any product or substance specified for use in the construction of a project.

material shortage:

1. Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:
 - 1.1 Shortage relates to a produced, nonstandard material
 - 1.2 Supplier's and the Contractor's priority for filling an order differs
 - 1.3 Event outside the U.S. for a material produced outside the U.S.
2. Unavailability of water that delays a controlling activity

median: Portion of a divided highway separating the traveled ways including inside shoulders.

milestone: A deadline for completion of a portion of the work established in the Contract Documents. Event activity that has zero duration and is typically used to represent the start or end of a certain stage of the project.

mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

modify Add to or subtract from an appurtenant part.

Modification: (1) a Change Order, (2) a Construction Change Directive or (3) a written order for a minor change or clarification of the work issued by the Engineer.

narrative report: Document submitted with each schedule that discusses topics related to project progress and scheduling.

near critical path: Chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.

Notice to Proceed: A written document issued by the District establishing the date of commencement of the Contract Time. The Contract Time for Contractor's performance of the work is measured in working days from the date of commencement established in the Notice to Proceed.

obliterate Place an earth cover over or root, plow, pulverize, or scarify.

or equal substitution: The material product, equipment, or process proposed by the Contractor for use in the work as equivalent to that specified in the Contract Documents. See section 4-1.07.

pavement: Uppermost layer of material placed on the traveled way or shoulder.

plans: Standard Plans, Revised Standard Plans, and Project Plans.

1. **Standard Plans:** The version of the Standard Plans of the State of California, Department of Transportation (Caltrans) and the District's Standard Construction Drawings referenced in the Technical Provisions section of the Contract Documents
2. **Revised Standard Plans:** New or revised standard plans referenced in the Technical Provisions of the Contract Documents.
3. **Project Plans:** Drawings specific to the project.

plant establishment period: Number of days shown on the Notice to Bidders for plant establishment.

quality characteristic: Characteristic of a material that is measured to determine conformance with a given requirement.

quality control plan: Contractor's plan to ensure QC.

reconstruct: Remove and disassemble and construct again at an existing or new location.

relocate: Remove and install or place in a new location.

remove: Remove and dispose of.

reset: Remove and install or place laterally at the same station location.

roadbed: Roadway portion extending from curb line to curb line or shoulder line to shoulder line. A divided highway has 2 roadbeds.

roadside: Area between the outside shoulder edge and the right-of-way limits.

roadway: That portion of the highway within the outside lines of curbs, sidewalks, slopes, ditches, channels, or waterways. Roadway includes structures and features necessary for safety, protection of facilities, and drainage.

salvage: Remove, clean, and haul to a specified location.

schedule:

1. **baseline schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **revised schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.
3. **updated schedule:** Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

scheduled completion date: Planned work completion date shown on the current schedule.

shoulder: Roadway portion contiguous with the traveled way for accommodation of a stopped vehicle, emergency use, and lateral support of base and surface courses.

small tool: Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of \$500 or less.

specifications: Standard Specifications, Revised Standard Specifications, and Special Provisions.

1. **Standard Specifications:** The version of the Standard Specifications of the State of California, Department of Transportation (Caltrans) referenced in the Technical Provisions section of the Contract Documents. These specifications are in a book titled *Standard Specifications*.
2. **Revised Standard Specifications:** New or revised standard specifications. These specifications are included in the Appendices to the *Contract Documents*.
3. **Special Provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of the *Contract Documents*.

State: The State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

Structure Design: Offices of Structure Design of the Department of Transportation.

subbase: Layer of material between a base and the basement material.

Subcontract: Contract between the Contractor and Subcontractor to perform a portion of the work

Subcontractor: A Subcontractor is a person or entity who has a direct contract with the

Contractor to perform a portion of the work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

Sub-subcontractor: A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

subgrade: Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

submittal:

1. **action submittal:** Written and graphic information and samples that require the District’s response.
2. **informational submittal:** Written information that does not require the District’s response.

substantial defects: Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.

substructure: Bridge parts below the bridge seats, pier tops, and haunches for rigid-framed bridges or spring lines for arched bridges; includes abutment backwalls, abutment parapets, and wingwalls.

superstructure: Bridge parts except the substructure.

surfacing: Uppermost layer of material placed on a traveled way or shoulders; pavement.

time impact analysis: Analysis using a CPM schedule developed specifically to demonstrate the effect a proposed or past change or delay has on the current scheduled completion date.

time-scaled network diagram: Graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

total float: Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

traffic: Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any highway for purposes of travel.

traffic lane: Portion of traveled way used for the movement of a single line of vehicles.

traveled way: Roadway portion for the movement of vehicles except shoulders.

tunnel: Tunnel as defined in 8 CA Code of Regs § 8405 et seq.

unauthorized work: Work performed that is not required or authorized by the Contract.

Unit Price: Bid Item price entered by bidder or a “Contract Item” price established by District in the Bid as a price per unit of measurement for payment for materials, equipment or services including supervision, overhead and profit for a portion of the work described in the Contract Documents

unsuitable material: Material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas that the Engineer determines to be in any of the following conditions:

1. Of such unstable nature that it cannot be compacted to the specified density using ordinary

methods at optimum moisture content.

2. Too wet to be properly compacted and cannot be dried before incorporating it into the work. Excessive moisture alone is not sufficient cause for determining that the material is unsuitable.
3. Inappropriate for the planned use.

withhold: Money temporarily or permanently taken from progress payment.

work: The resources, activities, construction and other services specified, indicated, shown, or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, including, but not limited to all alterations, amendments, extensions to it made by Change Order or Construction Change Directive required for Contract acceptance by the District.

work directive: a unilateral written order issued by the District directing the Contractor to continue performance of the work or a disputed item of work pending resolution of a Claim or dispute concerning the scope of work or issued after a Contractor default. The District will use a work directive when it does not agree with the Contractor's request for a change.

work plan: Detailed formulation of a program of action.

work zone: Area of a highway with construction, maintenance, or utility work activities.

1-1.08-1-1.09 RESERVED

1-1.10 PAVEMENT CLIMATE REGIONS

To help account for the effects of various climatic conditions on pavement performance, the State has been divided into 9 climate regions. The project's pavement climate region is shown on the Project Plans.

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/find_certified.htm	--	--
Caltrans	http://www.dot.ca.gov	--	--
District of San Luis Obispo Public Works Department	http://www.sloDistrict.ca.gov/PW.htm	976 OSOS STREET SAN LUIS OBISPO, CA 93408_	(805)781-5252
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVENUE SAN FRANCISCO CA 94102	--
Caltrans Division of Construction	http://www.dot.ca.gov/hq/construc/	--	--
METS	http://www.dot.ca.gov/hq/esc/Translab/		(916) 227-7000
Offices of Structure Design, Documents Unit	--	MSC 9-4/4I DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN DEPARTMENT OF TRANSPORTATION 1801 30TH ST SACRAMENTO CA 95816-7006	(916) 227-0716

1-1.12 MISCELLANY

Make checks and bonds payable to the Oceano Community Services District.

1-1.13 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if: (a) delivered in person to the individual or member of the firm or entity for whom it was intended; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service; or (d) sent by facsimile or e-mail followed by a hard copy and with receipt confirmed by telephone, to the addresses set forth in the Agreement (or to such other address as may be specified in writing by such person or entity). Notice shall be deemed effective: (a) upon delivery, if personally delivered; (b) upon telephone confirmation, if sent by facsimile or e-mail; (c) upon 1 business day following

deposit with a recognized overnight mail or courier service; or (d) upon 2 business days following deposit in the United States mail, postage prepaid, return receipt requested.

1-1.14 INDEPENDENT CONTRACTOR

Contractor is employed hereunder to render a service within the scope of its training and experience, and Contractor shall be an independent contractor and not an employee of the District. As such, the District shall not be called upon to assume any liability for the direct payment of any salary to any employee or Subcontractor of Contractor, nor to pay any benefit to any employee or Subcontractor or vendor under the Workers' Compensation laws. None of Contractor's officers, agents, employees and Subcontractors, nor any of their agents, officers and employees, shall be deemed officers, agents, employees and Subcontractors of the Owner, and the District shall not be liable or responsible to them for anything whatsoever other than liability to Contractor set forth in this Contract.

2 RESERVED

SECTION 3 - CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A GENERAL

For a lump sum based bid, the District compares bids based on the total price.

For a unit price based bid, the District compares bids based on the sum of the item totals.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided:

1. If the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.
2. (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 District's final estimate of cost.

3-1.02B TIED BIDS

The District breaks a tied bid with a coin toss.

3-1.03 CONTRACTOR REGISTRATION

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3-1.04 RESERVED

3-1.05 CONTRACT BONDS

The successful bidder must furnish 2 bonds:

1. Payment bond meeting all the statutory requirements of the State of California on a form provided by the District in an amount that shall remain equal to at least one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor or any person, firm or entity eligible to file a stop payment notice with respect to the work.
2. Performance bond meeting all statutory requirements of the State of California on the form provided by the District. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time including, but not limited to, liability for delays and damages (both direct and consequential) to the District and the District's separate contractors and consultants,

warranties, guarantees and indemnity obligations, in an amount that shall remain equal to at least one hundred percent (100%) of the Contract Price.

All bonds shall be executed by a California admitted surety insurer. Bonds issued by a California admitted surety listed in the latest versions of the U.S. Department of Treasury Circular 570 shall be deemed to be accepted unless specifically rejected by the District. Bonds from a California admitted surety not listed in Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure Section 995.660(a). The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes which increased the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a Notary Public.

Every bond must display the surety's bond number and incorporate the Contract for construction of the work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in anyway affect its obligations and shall waive notice of any such change, extension of time, or alteration or modification of the Contract Documents.

Surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the District.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the District, become non-responsible or unacceptable, the Contractor shall within 10 days after receiving notice from the District provide written documentation to the satisfaction of the District that Contractor has secured new or additional sureties for the bonds, otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under the Contract until a new surety(ies) qualifies and is accepted by the District.

3-1.06 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 20103.5).

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the District.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by

endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the District.

3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08-3.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must deliver to the District:

1. Signed Agreement
2. Payment and performance bonds in accordance with section 3-1.05
3. Insurance documentation in accordance with section 7-1.06
4. W-9 form

The District must receive these documents before the 5th business day after the bidder receives the contract for execution.

The contract is not considered executed by the successful bidder unless all of the above documents are received by the District within the specified time frame.

In addition to potential bid bond forfeiture and other remedies available to the District, the Contractor's failure to return all of the above documents within 5 business days after the Contractor has received the contract for execution, may result in the award of the contract to the next lowest bidder or rejection of all bids, if, in the General Manager's sole discretion, it is determined that uncertainty in awarding and contract execution for the work impairs the District's ability to meet the deadline established in the County Agreement for the County's Oceano Beach Lagoon at Airpark Drive Bridge Replacement Project - County Contract No. 300430 regarding the District's Permanent utility relocation work which is included as an additive item in the County's bid document.

By executing the Agreement, Contractor represents: (1) that it has visited the job site, familiarized itself with the local conditions under which the work is to be performed including, without limitation, the conditions contained in any test results and/or reports provided to the Contractor, and the conditions reflected on any site surveys provided to the Contractor; (2) that it is fully experienced, qualified and competent to perform the services set forth in the Contract Documents; (3) that it is properly equipped, organized and financed to perform the work; (4) that it is properly permitted and licensed by the State of California and all other governmental entities to perform the work required by the Contract and that it will retain only properly licensed Subcontractors to perform the work of the Contract; (5) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling and storage of materials; (6) that it has familiarized itself with the availability of labor, water, electric power, and roads; (7) that it has familiarized itself with uncertainties of weather, or similar physical conditions at the job site; (8) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the work; (9) that it has familiarized itself with the staging and material storage constraints of the job site and surrounding buildings, that sufficient staging and material storage exists, that it will coordinate the use of the staging and material storage with the County Contractor, and that it will confine its staging and storage operations to

approved areas; (10) that it shall maintain the immediate surrounding areas in a clean and safe manner at all times; (11) that it will coordinate its construction activities with other County Contractor(s) performing work on the job site; and (12) that it will adhere to and be bound by any conditions imposed by the commissions of the District and any regulatory agency or governmental entity with jurisdiction over the Project.

In addition, and without limiting the foregoing warranties, Contractor represents and warrants to the District as follows:

1. Contractor has familiarized itself with the nature and extent of the Contract Documents, the work, the job site, the as-built conditions of the job site, locality, and all laws, rules, ordinances and regulations of all government authorities having jurisdiction, that in any manner may affect costs, progress, performance or furnishing of the work.
2. Contractor has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies referred to in this section 3-1.18 with the terms and conditions of the Contract Documents.
3. Contractor has given the District written notice of all conflicts, errors or discrepancies (if any) that it has discovered in the Contract Documents. Contractor acknowledges that the District has made a written resolution of all such conflicts, errors or discrepancies prior to execution of this Agreement and agrees that such written resolution is acceptable to Contractor.
4. Contractor is experienced and competent in the interpretation and use of specifications and design drawings, and in the use of materials, equipment and construction techniques as are required to successfully complete the Project. Contractor shall, at its own expense, employ any and all experts necessary to successfully complete the construction work required by the Contract Documents.

The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its representatives or agents before the execution of this Contract, unless that understanding or representation is expressly stated in the Contract Documents.

Submit the following documents to the District within 5 business days of receipt of the fully executed contract:

1. Material Submittal
2. Copy of the application for an encroachment permit to the County of San Luis Obispo
3. Schedule - with the Notice to Proceed illustrated as Day #1

3-1.19 BIDDERS' SECURITIES

The District keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect.

SECTION 4 - SCOPE OF WORK

4-1.01 GENERAL

Section 4 includes specifications related to the scope of work.

4-1.02 INTENT

4-1.02A GENERAL

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. All work mentioned or indicated in the Contract Documents, and all work reasonably inferable from them, shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others.

Nothing in the specifications voids the Contractor's public safety responsibilities.

In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by the District in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence (see section 5-1.02). Unless a more stringent requirement is provided in the Contract Documents, the Contractor shall provide for work completion using the best general practices. Nothing herein shall relieve the Contractor of its obligation to notify the District of any inconsistencies in the documents.

4-1.02B FIELD MEASUREMENTS

Since the Contract Documents are complementary, the Contractor shall, before starting each portion of the work, carefully study and compare the various plans and other Contract Documents relative to that portion of the work, as well as the information furnished by the District (surveys, construction staking, and supplemental project information, if any), and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a Request for Information ("RFI") submitted to the Engineer, in such form as the Engineer may require. The accuracy of grades, elevations, dimensions, or locations of existing conditions are not guaranteed by the District, and the Contractor is responsible for verifying same.

4-1.03 WORK DESCRIPTION

Construct the work described in the Contract Documents.

4-1.04 USE OF MATERIALS FOUND ON THE JOB SITE

You may use aggregate or other materials found in excavation that comply with the specifications with approval. You are not entitled to any additional compensation for using such materials found on the job site. Replace the quantity of material removed and used with an equal quantity of material. The material must have been designated for use in the work. Do not excavate material from outside the excavation's slope and grade lines without authorization.

4-1.05 CHANGES AND EXTRA WORK

4-1.05A GENERAL

Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Construction Change Directive, subject to the limitations stated in this section 4-1.05 and elsewhere in the Contract Documents. The District may, at any time, without notice to Contractor's surety(ies), order changes in the work within the general scope of the Contract.

Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

4-1.05B WORK-CHARACTER CHANGES

The District adjusts the Contract Price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The cost of the changed item differs when compared to the cost of that item under the original plans and specifications
3. No approved Change Order addresses the payment

The District adjusts the payment under section 9-1.15, "Work-Character Changes."

4-1.05C CHANGE ORDERS

A Change Order is a written document, using the District's approved standard Change Order form, executed by the Contractor and the District reflecting mutual agreement between the District and Contractor for any of the following:

1. any alteration in, deviation from, addition to, or deletion from the general scope of work of the Contract;
2. a change in the terms or conditions of the Contract; and
3. the amount of the adjustment, if any, in the Contract Price and/or Contract Time.

4-1.05D ACCORD AND SATISFACTION

Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and all compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of said Impacts on the overall work under the Contract arising directly or

indirectly from the performance of work described in the Change Order. By execution of any Change Order, Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the District shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the District and Contractor and that such written Change Orders are the exclusive method for effectuating any change to the Contract Price and/or Contract Time.

4-1.05E CONSTRUCTION CHANGE DIRECTIVES

A unilateral written order prepared and signed by the Engineer directing the Contractor to perform a change in the work. The Engineer may by Construction Change Directive, without invalidating the Contract, order changes in the work, including additions, deletions, revisions, extra work. A Construction Change Directive may or may not warrant a change in Contract Time or Contract Price.

4-1.05F ADJUSTMENT OF CONTRACT PRICE

If the Construction Change Directive or Bilateral Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one or a combination of the following methods:

1. Bid item prices
2. Agreed price
3. Force account
4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but the Contractor and the Engineer cannot agree on the price, the District pays by force account.

If a portion of extra work is covered by bid items, the District pays for the remaining portion of the extra work by force account or agreed price under section 9-1.06.

4-1.05G AUTHORITY TO APPROVE CHANGES

The Engineer has sole authority to approve changes that affect the Contract Price, Contract Time, or design of the Project, subject to limitations set forth in. Except as specified in this section, the Engineer shall have exclusive authority over the monetary and budgetary matters concerning the Project.

4-1.05H NO VERBAL CHANGES

All changes to the Contract, whether resulting in an increase, decrease, or no change in the Contract Price or Contract Time, must be in a written document that is authorized by the Contract Documents and signed by the District's Engineer or General Manager.

4-1.05I RESERVED

4-1.05J DISTRICT-INITIATED CHANGE PROPOSAL REQUEST

The District may issue a Change Proposal Request, in writing, to the Contractor, describing a proposed change to the work and requesting the Contractor submit an itemized proposal in a format acceptable to the District within 5 days after the District's issuance of the Change Proposal Request. The Contractor's proposal shall include an analysis of impacts to cost and time,

if any, to perform the extra work, or to delete work, as applicable, including the effects and impacts, if any, on unchanged work, estimates of costs, and Contractor's proposed methods to minimize costs, delay and disruption to the performance of the work. If Contractor fails to submit a written proposal within such period of time, the change described in the District's Change Proposal Request shall be deemed to not result in an increase to the Contract Price or Contract Time and the change shall be performed by Contractor without any such increases. A Change Proposal Request does not authorize the Contractor to commence performance of the changed work. Contractor shall not perform any change until receipt of the District's written approval through either a Change Order or Construction Change Directive.

4-1.05K RESERVED

4-1.05L CREDIT FOR DELETED WORK

Contractor agrees that the District has the right, in its sole discretion, to determine whether any or all the work described in the Contract Documents shall be deleted or whether to terminate Contractor's performance, in whole or in part, under the Contract Documents and without any penalty being incurred by the District.

4-1.05M FINAL DETERMINATION OF ADJUSTMENT OF CONTRACT SUM AND CONTRACT TIME

After issuance of a Construction Change Directive, when the District and Contractor reach agreement on adjustment of the Contract Price and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)

4-1.06A GENERAL

Reserved

4-1.06B CONTRACTOR'S NOTIFICATION

During the progress of the work, if you encounter subsurface or latent physical conditions at the job site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the job site, promptly notify the Engineer in writing of the specific differing conditions.

Upon receipt of your written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to you will be allowed unless you have provided the required written notice.

No Contract adjustment will be allowed under this section for any effects caused on unchanged work.

4-1.06C SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and you believe that additional compensation and/or Contract Time is due as a result of such suspension or delay, submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate your request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. You will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.

No Contract adjustment will be allowed unless the you have submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

4-1.06D SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

4-1.07 VALUE ENGINEERING

4-1.07A GENERAL

Reserved

4-1.07B

Reserved

4-1.07C VALUE ANALYSIS WORKSHOP

Not Used.

4-1.08–4-1.12 RESERVED

4-1.13 CLEANUP

Before final inspection, leave the job site neat and presentable and dispose of:

1. Rubbish
2. Excess materials
3. Falsework
4. Temporary structures
5. Equipment

The District does not require you to remove warning, regulatory, or guide signs before Contract acceptance.

SECTION 5 - CONTROL OF WORK

5-1.01 GENERAL

Section 5 includes specifications regarding the Contract parties' relations and Contract acceptance.

Ensure the District's safe and unrestricted access to the work. Furnish facilities necessary for the District's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

The Contractor shall be responsible for all aspects of the work, including the supervision and direction of the work, and shall use its best skill and attention at all times. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, shall be fully and solely responsible for the job site safety of such means, methods, techniques, sequences, or procedures. If the Contractor has reason to believe that such means, methods, techniques, sequences, or procedures may not be safe, reasonable, or effective, the Contractor shall give timely written notice to the District and shall not proceed with that portion of the work without further written instructions from the Engineer. Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the District does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Pursuant to 8-1.04B a delayed notice to proceed will be issued by the District Engineer to you. The beginning of a 20 business day duration that will be available for you to complete the work, and during which you must complete the work, will start 5 days after the District issues you the Notice to Proceed. The work is needed as a result of the "Oceano Beach Lagoon Bridge at Air Park Drive" project that is being constructed by the County of San Luis Obispo - Contract No. 300430.

Use contract administration forms at the Caltrans website unless otherwise specified or requested by the Engineer.

5-1.02 CONTRACT COMPONENTS

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

1. Permits and other governmental approvals
2. Change Orders and Construction Change Directives, issued after execution of the Agreement
3. Agreement

4. General Conditions
5. Technical Provisions
6. Project Plans and Specifications
7. Bidding Documents

In the event of conflicts or discrepancies within the Contract Documents, interpretations will be based on the following order of precedence:

1. Written numbers and notes on a drawing govern over graphics
2. A detail drawing governs over a general drawing
3. A detail specification governs over a general specification
4. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit an RFI.

5-1.03 ENGINEER'S AUTHORITY

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Contract interpretation, including drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly.

Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

5-1.04 DISTRICT'S RIGHT TO STOP THE WORK AND CARRY OUT THE WORK

5-1.04A DISTRICT'S RIGHT TO STOP THE WORK

If the Contractor fails to correct work that is not in accordance with the requirements of the Contract Documents or repeatedly fails to carry out work in accordance with the Contract Documents, the District may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity. The District's right to stop the work is in addition to and without prejudice to any other rights or remedies of the District.

5-1.04B DISTRICT'S RIGHT TO CARRY OUT THE WORK

Notwithstanding other remedies available to the District, if the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a **forty-eight (48) hour** period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District, at its sole option and without obligation, may, with its own or outside forces, correct such deficiencies. In such

case, an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including compensation for the District and its consultants' additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District, immediately. This remedy is cumulative. The District may terminate the Contractor's performance pursuant to the terms of the Contract. The District also has the right, but not the obligation, to self-perform or have other companies perform portions of the work previously assigned to Contractor. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the cost of performing such work efforts.

5-1.05 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in section 5-1.43.

5-1.06 PROTESTS

You may protest an Engineer's decision by submitting an RFI.

5-1.07-5-1.11 RESERVED

5-1.12 ASSIGNMENT

The District and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents.

The Contractor shall not sublet or assign the Contract or any portion thereof or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

The District may assign the Contract with Contractor's prior written consent, which shall not be unreasonably withheld. In the event the Contractor is so assigned by the District, Contractor agrees, upon the assignee's request, to continue and complete performance of the work upon payment of any undisputed outstanding amounts due Contractor under the terms of the Contract. Any entity which shall succeed to the rights of the District shall be entitled to enforce the rights of the District hereunder. If requested by such entity, Contractor will execute a separate letter or other agreement with such entity further evidencing Contractor's commitment to continue performance of the Contract.

5-1.13 SUBCONTRACTING

5-1.13A GENERAL

No subcontract releases you from the Contract or relieves you of your responsibility for a Subcontractor's work. The Contractor shall be responsible to the District for acts and omissions

of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work for, or on behalf of, the Contractor or any of its Subcontractors and for any damages, losses, costs and expenses resulting from such acts or omissions.

Before subcontracted work starts, submit a *Subcontracting Request* form available on the following Caltrans website:

<http://www.dot.ca.gov/hq/construc/forms.htm>

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website (California) at www.dir.ca.gov/dlse/debar.html and the System for Award Management (federal) at www.sam.gov.

If you violate Public Contract Code § 4100 et seq., the District may exercise the remedies provided under Public Contract Code § 4110. The District may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

Perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

Each Subcontractor must have an active and valid:

1. State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code § 7000 et seq.).
2. Public work contractor registration number with the Department of Industrial Relations

Submit copies of subcontracts upon request.

Upon District's request, Contractor shall immediately remove and not again use a Subcontractor who fails to prosecute the work satisfactorily. The Contractor shall not contract with any Subcontractor or supplier that is uninsured or not properly licensed. The Contractor shall not contract with, or allow its Subcontractors or suppliers to contract with, a proposed person or entity to whom the District has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

The District's consent to or approval of any Subcontractor under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract.

Contractor shall submit copies of complete subcontracts to District upon request of District.

5-1.13A(1) Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's work, which the Contractor, by these Contract Documents, assumes toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof

will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the District. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound by this section 5-1.13, and identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents, and shall require that the Subcontractor modify the Subcontractor agreement so that it is consistent with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5-1.13A(2) Subcontract Provisions

Each subcontract or supply agreement shall contain provisions that:

1. Require that the work being performed pursuant to such subcontract or supply agreement, as the case may be, be performed in accordance with the requirements and intent of the Contract Documents;
2. Require Subcontractor, Sub-subcontractor, and supplier to furnish to Contractor or the applicable Subcontractor, as the case may be, in a timely fashion all information necessary for the preparation and submission of the reports, operations and maintenance manuals, warranties, as-built information, and closeout documents required herein;
3. Require that each Subcontractor and supplier continue to perform under its subcontract or supply agreement if the Contract is terminated and if the District takes an assignment of the subcontract or supply agreement and requests the Subcontractor or supplier to continue such performance;
4. Include the termination and suspension provisions set forth in section 8-1.13 below; and

If any provision of any subcontract or supply agreement is inconsistent with any provision of the Contract Documents or the intent of the Contract Documents, then the Contract Documents shall control.

5-1.13B RESERVED

5-1.13C–5-1.13D RESERVED

5-1.13E CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each Subcontract or supply agreement is assigned by the Contractor to the District, provided that

1. assignment is effective only after termination of the Contractor's performance by the District, for cause or convenience, and only for those Subcontracts and supply agreements that the District accepts by notifying the Subcontractor, supplier, and Contractor in writing; and
2. assignment is subject to any prior rights of the surety obligated under bond relating to the Contract.

When the District accepts the assignment of a Subcontract, the District assumes the Contractor's

rights and obligations under the Subcontract.

5-1.13F JOINT PAYMENTS

The District hereby reserves the right, upon written notice to Contractor, to make payments directly to each Subcontractor, and, if such rights shall be exercised by the District, then such amount shall be credited against the Contract Price due to Contractor hereunder and the District shall be relieved and released from the obligation to make such payment to Contractor and Contractor shall be relieved and released as to the District from the obligation to make such payments to each Subcontractor paid by the District, but not from any of the other obligations and responsibilities of Contractor to the District under the Contract Documents, or from any of the obligations and responsibilities of the Contractor to the Subcontractor under the subcontract.

5-1.13G ARM'S LENGTH TRANSACTIONS AND COMMERCIALY USEFUL FUNCTION OF SUBCONTRACTORS AND SUPPLIERS

To assure competitive bids and to assure that no bid rigging, unfair practices, collusion or conflicts of interest occur in connection with the work, Contractor agrees that all agreements between Contractor and Subcontractors and suppliers for performance of the work shall be pursuant to arm's length transactions, with unrelated and unaffiliated firms (a "related" or "affiliated" firm is one which is subject to the control of the same persons through joint ownership or otherwise). In all such agreements, each firm shall act in its own best interest, for compensation that reflects the fair market values of the materials or services that are the subject of the transaction.

Contractor further agrees that each Subcontractor and supplier for the work will perform a commercially useful function (i.e. is responsible for the performance, management and supervision of a distinct element of the work). A Subcontractor or supplier does not perform a commercially useful function when, for example: the work is outside the firm's experience or qualifications; the firm provides little or no supervision of the work; more than fifty percent (50%) of the work designated to be performed by a Subcontractor is performed by a Sub-subcontractor or supplier; the Subcontractor only purchases materials while performing little or no work; the firm works for only one prime contractor; or the same employees work for the firm and the Contractor.

If, upon the District's request, Contractor fails to provide adequate assurances of arm's length transactions or that all Subcontractors and suppliers will perform a commercially useful function, Contractor shall remove such Subcontractor or supplier from the Project, exclude the cost associated with such firm from all Applications for Payment and change order requests and, if necessary, propose another Subcontractor or supplier to whom the District has no objection, without increase to the Contract Price or Contract Time.

5-1.13H-1.13I RESERVED

5-1.14-5-1.15 RESERVED

5-1.16 REPRESENTATIVE

The Contractor shall designate in writing the name of the Contractor's designated representative at the preconstruction conference. The designated representative shall:

1. Attend all job meetings;
2. Receive the Engineer's orders;
3. Prosecute the Engineer's orders;
4. Supervise the workers; and
5. Coordinate the Subcontractors' work.
6. Coordinate the Contractor and Subcontractors work with the County Contractor.
7. Coordinate with the County of San Luis Obispo on work and conditions established by the terms and provisions of the Encroachment Permit that the Contractor must obtain from the County of San Luis Obispo, including but not limited to compliance with environmental permits obtained from the County for the area of work for County Project 300430.

The representative must be present at the job site while work is in progress. The representative must submit contact information (name, telephone number) so the representative can be easily contacted to perform emergency work while work is not in progress.

5-1.17 CHARACTER OF WORKERS

If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, the Contractor shall, upon the Engineer's request, take the appropriate actions to preclude that worker from performing any further work under this Contract.

5-1.18–5.19 RESERVED

5-1.20 COORDINATION WITH OTHER ENTITIES

5-1.20A GENERAL

Other entities will perform work at or near the job site and material sources at any time. The work will be within the work area designated for the "Oceano Beach Lagoon Bridge at Air Park Drive" project that is being constructed by the County of San Luis Obispo - Contract No. 300430. You will be provided access to the work area for twenty (20) business days to complete the work and must have materials, supplies, labor, equipment ready to perform and complete the work so that final inspection and clean-up can be completed. It is the Contractor's responsibility to monitor the status of the work by the County Contractor for Project No. 300430 so as to avoid any work delays once you are provided a Notice to Proceed, as provided in Section 8-1.04C. Coordinate activities to avoid delays.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays. The County Contractor for County Project No. 300430 is subject to liquidated damages of \$3,700 per day, and you will be responsible to pay those liquidated damages in the event that you create delays which result in the County Contractor paying liquidated damages.

5-1.20B PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS (PLAC's)

5-1.20B(1) General

Comply with PLACs . The District makes PLAC changes under section 4-1.05. Maintain a copy of each PLAC at the job site. Your work will be performed in compliance with the most restrictive condition of the PLACs. The PLACs are attached to as Appendix "B" the Environmental Permit Summary Form included as an appendix to these Contract Documents.

The Environmental Permit Summary was prepared by the County of San Luis Obispo for the

"Oceano Beach Lagoon Bridge at Air Park Drive" project - County Contract No. 300430 and is incorporated in these Contract Documents. You will be required to obtain an encroachment permit from the County to access the work area and to perform work in the County highway. The encroachment permit will require you to coordinate your work with the County's Contractor. It will require you to comply with the applicable provisions of the Environmental Permit Summary. You will be required to review the submittals prepared by the County Contractor and identified in the County's Environmental Permit Summary. You will be required to certify that you have examined the Environmental Permit Summary and the submittals prepared by the County Contractors and that you understand the applicability to the work you will perform and that you will comply with applicable requirements.

While examining the submittals prepared by the County Contractor, you should submit requests for information if you identify any requirements that are applicable to your work that you did not anticipate while examining the Environmental Permit Summary and preparing your bid. In submitting a bid to the District, you are acknowledging that you have examined the Environmental Permit Summary and that you are incorporating in your bid the costs of complying with the requirements to the extent that they apply to the work.

5-1.20B(2) Reserved

5-1.20B(3) After Award

Confirm with the Engineer any after-award PLACs that the County encroachment permit may require you to obtain and any work change that you may be required to perform as a result of County Contractor submittals. Additional requirements established by the County, whether incorporated in the encroachment permit you must obtain, whether incorporated in the submittals prepared by the County Contractor, and/or as may be required during your performance of the work, may be considered Changes and Extra Work pursuant to 4-1.05. Any dewatering of trenches that may be required for you to perform the work will need to be coordinated with the County Contractor and will be a Change and Extra Work pursuant to 4-1.05 subject to the District Engineer's pre-approval of the need for dewatering of trenches. Do not include the cost of dewatering trenches in your bid.

To make a change to an after-award PLAC, submit the proposed change. The Engineer will make an initial determination and may send the proposed change to the appropriate authority for consideration. Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of the encroachment permit from the County and any PLAC's that you are required to obtain.

5-1.20B(4) Contractor–Property Owner Agreement

The District has not made arrangements for disposal of material, and you must make arrangements for disposing of the materials outside the highway right of way and you will pay all costs involved. Arrangements must include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, Contractor must furnish to the Engineer satisfactory evidence that you have entered into agreements with the property owners of the site involved and have obtained the permits, licenses and clearances.

Take material to a permitted disposal site, or provide proof of waiver from the appropriate building or planning official for an exempt site.

You are responsible for obtaining necessary PLACs for new borrow sources or for exceeding limitations on previously cleared sources. No time extension or other waiver of working day requirements will be granted in the event you are delayed if an insufficient quantity of acceptable material is available from environmentally cleared sources to replace excavated material previously disposed of outside the highway right of way.

5-1.20C

Reserved

5-1.20D OCCUPIED IMPROVEMENTS WITHIN THE RIGHT-OF-WAY

Reserved

5-1.20E WATER METER CHARGES

The District will provide a hydrant meter. The charges by the District will be based on the current rates and charges, which are \$3.20 per 100 cubic feet of water or fraction thereof. Upon completion of work, the Contractor will return the hydrant meter to the District, who will calculate the Contractor's use of water and the charge, which the Contractor shall pay within 5 days, or said amount will be deducted from the Contractor's final payment.

5-1.20F IRRIGATION WATER SERVICE CHARGES

Reserved

5-1.21–5-1.22 RESERVED

5-1.23 SUBMITTALS

5-1.23A GENERAL - Reserved

5-1.23B ACTION SUBMITTALS

5-1.23B(1) Shop Drawings - Reserved

5-1.23B(2) Product Data

Reserved

5-1.23B(3) Samples

Reserved

5-1.23B(4) Test Samples

Reserved

5-1.23B(5) Quality Control Plans

Reserved

5-1.23B(7) Work Plans

Reserved

5-1.23C INFORMATIONAL SUBMITTALS

Informational submittals include:

1. Assignments
2. Certificates of compliance
3. Manufacturer instructions not associated with drawing submittals
4. Notifications
5. PLACs
6. Subcontracts

5-1.24 – 5-1.25 RESERVED

5-1.26 CONSTRUCTION SURVEYS

Reserved

Stakes or marks are the responsibility of the Contractor and will be set by the Contractor's Land Surveyor as necessary to establish the lines and grades required for completion of the work.

In the event stakes and marks are destroyed or damaged, the stakes and marks will be replaced by the Contractor's Land Surveyor at no cost to the District. The Contractor shall be responsible for all costs associated with setting, replacement, or restoration of construction stakes and marks.

Contractor shall retain the services of a Professional Licensed Land Surveyor (or pre-1982 licensed RCE) for the purposes of Construction Staking, and any other survey services the Contractor will need for the completion of the work under this Contract. The County and/or District have informational copies and CAD files containing base mapping, alignment and profiles for the Contractor's convenience and reference. This information will be provided to the Contractor upon the Contractor's request, prior to construction.

5-1.27 RECORDS

5-1.27A GENERAL

Reserved

5-1.27B RECORD RETENTION

Retain all project records for at least 3 years after final payment or the resolution of all claims (whichever is later), including but not limited to all records relating to:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to Subcontractors and suppliers
5. Cost accounting
6. Claims
7. Accounts receivable and payable
8. Invoices, receipts, subcontracts, and other agreements
9. Notes, correspondence, journals, ledgers, memoranda

10. Any documents generated and received in Contractor's performance of the Contract

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

5-1.27C RECORD INSPECTION, COPYING, AND AUDITING

Under Government Code § 8546.7 , make your records available for inspection, copying, examination, and auditing by the State Auditor General, District, and State representatives for the same time frame specified under section 5-1.27B. The records of Subcontractors and suppliers must be made available for inspection, copying, examination, and auditing by the State Auditor General, District, and State government representatives for the same period. Before Contract acceptance, the District representative notifies the Contractor, Subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the District representative notifies the Contractor, Subcontractor, or supplier when the audit is to start.

5-1.27D COST ACCOUNTING RECORDS

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Agreed price
 - 2.3. Force account
 - 2.4. Specialist billing
3. Work performed under potential claim records
4. Overhead
5. Subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendor's invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

5-1.27E RESERVED

5-1.27F AS-BUILT DRAWINGS

Contractor shall maintain at the job site, and shall make available to the Engineer a set of as-built drawings, which shall be continuously updated during the prosecution of the work, and shall

show all deviations and changes to the work, existing conditions, and any other information the Engineer may request in a legible manner.

Contractor's obligation to keep as-built drawings current, and to make them available to the Engineer, is a condition precedent to the District's duty to process Applications for Payment. Contractor's obligations under this section shall survive completion of the work or termination.

5-1.27G DAILY LOGS

The Contractor shall complete a daily report indicating location worked, total manpower per construction trade for each task, major equipment on site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the work. The daily report shall be completed on forms furnished by the Engineer and shall be submitted to the Engineer at the conclusion of each workday. The report shall comment on the daily progress and status of the work within each major component of the work.

5-1.28–5-1.29 RESERVED

5-1.30 NONCOMPLIANT AND UNAUTHORIZED WORK

Correct or remove and replace work that does not comply with the Contract, is unauthorized, or both. The District does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work.

The District may reduce payment for noncompliant work left in place.

If you fail to comply promptly with an order under section 5-1.30, the District may correct, remove, or replace noncompliant or unauthorized work. The District deducts the cost of this work.

5-1.31 JOB SITE APPEARANCE

Keep the job site neat. In areas visible to the public:

1. If practicable, dispose of debris removed during clearing and grubbing concurrently with its removal. If stockpiling is necessary, dispose of weekly.
2. Furnish trash bins for debris from construction. Place debris in trash bins daily.
3. Stack forms for falsework to be reused neatly and concurrently with their removal.

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so and the District shall be entitled to reimbursement from the Contractor.

5-1.32 AREAS FOR USE

Occupy the highway only for purposes necessary to perform the work.

The District does not allow temporary residences within the highway right of way.

5-1.33 EQUIPMENT

Reserved

5-1.34–5-1.35 RESERVED

5-1.36 PROPERTY AND FACILITY PRESERVATION

5-1.36A GENERAL

Preserve and protect:

1. Highway improvements and facilities
2. Adjacent property
3. Waterways
4. ESAs
5. Lands administered by other agencies
6. Roadside vegetation not to be removed
7. Railroads and railroad equipment
8. Nonhighway facilities, including utilities
9. Survey monuments
10. Department's instrumentation
11. Temporary work

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

The District may make a temporary repair to restore service to a damaged facility.

Install suitable safeguards to preserve and protect facilities from damage.

Install temporary facilities such as sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Maintain temporary facilities until they are no longer needed.

Dispose of temporary facilities when they are no longer needed.

Excavate and backfill as necessary to remove temporary facilities. Backfill with materials of equal or better quality and to a comparable density of surrounding materials and grade surface to match the existing grade and cross slope.

5-1.36B LANDSCAPE

If you damage plants not to be removed:

1. Dispose of them unless the Engineer authorizes you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species.

Replace trees with 24-inch-box trees.

Replace shrubs with no. 15-container shrubs.

Replace ground cover plants with plants from flats. Replace *Carpobrotus* ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment period is specified, replace plants before the start of the plant establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting and saturate the backfill soil around and below the roots or the ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

5-1.36C RAILROAD PROPERTY

Reserved

5-1.36D NONHIGHWAY FACILITIES

The District may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The District may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 3 business days before you contact the regional notification center under Govt Code § 4216 et seq. Failure to contact the notification center prohibits excavation.

In accordance with California Government Code section 4216 et seq., when work is to be conducted in an area which is known, or reasonably known, to contain underground utilities or subsurface improvements, the Contractor shall contact Underground Service Alert of Southern California at least 2 working days, but not more than 14 days, in advance of any construction activity that will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number. The Contractor shall delineate with white paint or other suitable markings the area to be excavated. The Contractor shall notify Underground Service Alert in the event of change in the Project limits or change in original work previously shown on the plans or indicated in the specifications. When all work is completed, the Contractor shall remove all markings for underground utilities. The District is not liable for any additional cost or damages incurred by Contractor due to a facility owner's failure to comply with Government Code section 4216 et seq.

Subsurface installations are any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines. "Approximate location of subsurface installations" means a strip of land not more than 24 inches on either side of the exterior surface of the subsurface installation. "Approximate location" does not mean depth. When the subsurface installation markings are no longer reasonably visible, the Contractor shall notify Underground Service Alert to remark those subsurface installations that may be affected by excavation to the extent necessary.

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters, and junction boxes.

Notify the Engineer if the infrastructure described in the Contract cannot be found.

Underground infrastructure described in the Contract may be in different locations from described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, immediately

notify the Engineer and the infrastructure owner.

If necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work.

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The District does not adjust time or payment for a rearrangement different from that described the Contract

Immediately notify the Engineer of a delay due to:

1. The presence of main line underground infrastructure not described in the Contract or in a substantially different location
2. Rearrangement different from that described the Contract

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with section 5-1.36D. The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The District will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the work if such utilities are not identified in the Contract Documents.

5-1.36E SURVEY MONUMENTS

Protect survey monuments on and off the highway.

Pursuant to Section 8771(b) of the California Business and Professions Code, existing survey monuments that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control that are within or adjacent to the Contractor's operations, shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated.

In the event that any existing survey monument is disturbed in any way by the Contractor's operations as determined by a licensed land surveyor or registered civil engineer, they shall be reset accordingly, and a corner record or Record of Survey shall be submitted to the County surveyor prior to the recording of a certificate of completion for the project.

Upon discovery of a survey monument not previously identified:

1. Stop work near the monument
2. Notify the Engineer

Do not resume work near the monument until authorized.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for

doing all the work involved in locating existing survey monuments by or under the direction of a licensed land surveyor or registered civil engineer, resetting any disturbed survey monument and indexing/filing a corner record or Record of Survey, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5-1.37 MAINTENANCE AND PROTECTION

5-1.37A GENERAL

Maintain and protect work until the District has granted relief from maintenance or accepted the Contract.

Do not remove any padlock used to secure a portion of the work until the Engineer is present to replace it. Notify the Engineer at least 3 days before removing the lock.

Prevent construction equipment that exceeds the maximum weight limits in Vehicle Code Division 15 from operating on completed or existing treated base, pavement, or structures.

5-1.37B LOAD LIMITS

5-1.37B(1) General

For areas within the project limits and subject to the Contractor providing protective measures and repairing related damage, construction equipment exceeding the size or weight limits in Vehicle Code Division 15 may move over:

1. Public roads within the highway
2. Treated base or pavement under construction or completed
3. Culverts and pipes
4. Structures not open to traffic that are designed for AASHTO HS20-44 live loading, except culverts and pipes. Before crossing one of these structures, submit the dimensions and maximum axle loadings of the equipment; and unless a material hauling equipment lane on a bridge is shown on the drawings, comply with the following specifications:
 - 4.1. The maximum loading on a bridge due to pneumatic-tired truck and trailer combinations must not exceed:
 - 4.1.1. 28,000 lb for single axles
 - 4.1.2. 48,000 lb for tandem axles
 - 4.1.3. 60,000 lb total gross load for single vehicles
 - 4.1.4. 110,000 lb total gross load for truck and trailer or semi-trailer combinations
 - 4.2. The loading on a bridge due to 2- and 3-axle pneumatic tired earthmovers must not exceed that shown in the following table:
 - 4.3.

Allowable Construction Loading on Bridges for 2- and 3-Axle Earthmovers

Bridge girder center-to-center spacing (feet)	Maximum axle loading (pounds)
4	28,000
5	29,000
6	30,000
7	32,000

8	34,000
9	37,000
10 and over	40,000

NOTE: Minimum axle spacing: For 2-axle earthmovers; Axles 1-2 = 20 feet. For 3-axle earthmovers: Axles 1 to 2 = 8 feet; Axles 2 to 3 = 20 feet

5. Completed or existing base, pavement, and structures under Caltrans' *Transportation Permits Manual*, whether open to the public or not

Loads imposed on existing, new, or partially completed structures must not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The f'_c to be used in computing the load carrying capacity must be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of f'_c shown on the plans for that portion of the structure or 2.5 times the value of f'_c shown on the plans for portions of the structure where no f'_c is shown

5-1.37B(2) Increased Load Carrying Capacity

Reserved

5-1.37B(3) Material Hauling Equipment Lane on Bridges

Reserved

5-1.38 MAINTENANCE AND PROTECTION RELIEF

Reserved

5-1.39 DAMAGE REPAIR AND RESTORATION

5-1.39A GENERAL

Before Contract acceptance, restore damaged work to the same state of completion as before the damage. Restoration of damaged work includes restoration of erected falsework and formwork. See also section 5-1.47 regarding guarantee and corrective work.

The District does not adjust payment for repair or restoration that the Engineer determines was caused by your failure to construct the work under the Contract or protect the work.

5-1.39B DAMAGE CAUSED BY AN ACT OF GOD

Under Public Contract Code § 7105, the District pays for repair or restoration to damaged work in excess of 5 percent of the total bid if the damage was caused by an act of God.

Submit a request for repair or restoration work payment before performing work other than emergency work.

The Engineer determines the repair or restoration work cost under section 9-1.04 except markups are not allowed.

The District may change the Contract for the areas requiring repair or restoration. If the cost for the changes exceeds the repair or restoration cost based on the Bid Item List, the Engineer determines the payment adjustment under section 9-1.04.

5-1.39C LANDSCAPE DAMAGE

5-1.39C(1) General

Repair slopes or other existing facilities that were damaged after starting job site activities and before starting plant establishment.

Reserved

5-1.40–5-1.41 RESERVED

5-1.42 REQUESTS FOR INFORMATION

Submit an RFI upon recognition of any event or question of fact arising under the Contract.

The Engineer responds to the RFI within 2 business days. Proceed with the work unless otherwise ordered. You may protest the Engineer's response by:

1. Submitting an Initial Potential Claim Record within 2 business days after receiving the Engineer's response.
2. Complying with section 5-1.43

5-1.43 CLAIMS

5-1.43A GENERAL

5-1.43A(1) Mandatory Procedure and Condition Precedent

Any demand or assertion by the Contractor seeking an adjustment of Contract Price and/or Contract Times, or other relief, for any reason whatsoever, must be in strict compliance with the requirements of this section 5-1.43. For purposes of this section 5-1.43, any and all work relating to any such demand or assertion shall be referred to as "Disputed Work", regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract Documents, an action or inaction of the Contractor, the Engineer, or the District, or any other event, issue, or circumstance. The Contractor shall bear all costs incurred in complying with the provisions of this section 5-1.43.

Compliance with these requirements is a condition precedent to the Contractor's ability to exercise any rights or remedies that may otherwise be available to Contractor under the Contract Documents or any applicable Laws or Regulations relating to the Claim. No action or inaction by the Contractor or the Engineer to try to resolve any Claim(s) through agreement (including Change Order), mediation, settlement, or any other means shall excuse the Contractor from complying with the requirements of this section 5-1.43.

Any and all references to section 5-1.43 in these Contract Documents refers to subsections 5-1.43A thru 5-1.43H, and every subsection within those subsections. Section 5-1.43 shall be interpreted in a manner consistent with Public Contract Code sections 9204 and 20104 - 20104.6. To the extent there is any conflict between Section 5-1.43 and these statutes, the statutory provisions shall prevail. The text of Public Contract Code sections 9204 and 20104 -20104.6 is attached as an appendix to these Contract Documents.

5-1.43A(2) Contractor's Continuing Obligations.

At all times during the processing of the Contractor's potential Claim, the Contractor shall

diligently proceed with the performance of the Disputed Work and other work, unless otherwise specified or directed by the Engineer.

The Contractor shall provide the Engineer the opportunity to examine the site of the Disputed Work as soon as reasonably possible, and in no event later than 5 days from the date of the Initial Notice of Potential Claim. Throughout the processing of the Contractor's potential Claim, the Contractor shall provide the Engineer a reasonable opportunity to examine the site of the Disputed Work within 5 days of the date of Engineer's written request therefor.

The Contractor shall promptly respond to any requests for further information or documentation regarding the Contractor's potential Claim. If the Contractor fails to provide an adequate written response to the Engineer within 15 days of the Engineer's written request for such further documentation or information, the Contractor shall be deemed to have waived its Claim. If the further documentation or information requested by the Engineer would, in the opinion of the Engineer, reasonably take the Contractor more than 15 days to comply with, the written request shall provide the Contractor a specific response deadline that is commensurate to a reasonable response time.

Throughout the performance of the Disputed Work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of Disputed Work and other work. The Contractor shall allow the Engineer access to its Project records deemed necessary by the Engineer to evaluate the potential Claim within 15 days of the date of the Engineer's written request. The Contractor's failure to comply with the provision of this section 5-1.43 shall constitute a waiver of the Contractor's Claim.

All Subcontractor's and material supplier's claims of any type shall be brought only through Contractor pursuant to the provisions of this section 5-1.43. Under no circumstances shall any Subcontractor or material supplier make any direct claim against District.

Except where provided by law, or elsewhere in these Contract Documents, THE DISTRICT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND THE CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. Contractor shall be limited in its recovery on any Claim(s) to the adjustments allowed in the Contract Documents.

During each step in the processing of the Contractor's Claim, each notice shall be accompanied by the Contractor's written statement that the adjustment or relief claimed is the entire adjustment or relief to which the claimant believes it is entitled as a result of the event, issue, or circumstance giving rise to the Claim.

The Contractor shall be responsible for providing written evidence of the date any of the notices referenced in section 5-1.43 above were provided to Engineer, and shall provide Engineer a copy of such written evidence within 5 days of a request thereof. Such evidence shall be either a written receipt of actual delivery from U.S. Postal Service or other reputable delivery service, or by the recipient's written acknowledgement of receipt.

The rights of the Engineer to request further records, documents, or information from the Contractor regarding a Claim are for the sole benefit of the Engineer, and may be exercised at their sole discretion. Any failure by the Engineer to exercise its rights does not provide the Contractor any excuse for not providing all of the records, documents, and other information it is requested to provide under section 5-1.43 or any other provision of the Contract Documents.

Under no circumstances may the Contractor submit an Initial Notice of Potential Claim, Supplemental Notice of Potential Claim, or Notice of Final Claim after the date of final payment.

5-1.43A(3) Claim Identification Number

The Contractor shall assign an exclusive identification number for each potential Claim, determined by chronological sequencing, based on the date of the potential Claim. The nature and circumstances involved in the dispute shall remain consistent throughout the processing of the Claim.

The exclusive identification number for each Claim shall be used on the following corresponding documents:

1. Initial Notice of Potential Claim.
2. Supplemental Notice of Potential Claim.
3. Notice of Final Claim.
4. Contractor's written statement of Claims

5-1.43B INITIAL NOTICE OF POTENTIAL CLAIM

Promptly upon becoming aware of any event, issue, or circumstance which the Contractor believes provides a basis for an adjustment of Contract Price and/or Contract Times, or other relief, Contractor shall provide a signed written Initial Notice of Potential Claim to the Engineer. The Initial Notice of Potential Claim shall be submitted before commencing any Disputed Work, or within 5 days of the event, issue, or circumstance from which the Claim arises, whichever is earlier.

The Initial Notice of Potential Claim shall clearly state the Contractor's grounds for seeking an adjustment in Contract Price and/or Contract Times or other relief, the nature and circumstances of the Disputed Work, the relief or adjustment sought by the Contractor for the Disputed Work. The Initial Notice of Potential Claim shall be submitted on a form furnished by the Engineer and shall be certified under penalty of perjury with reference to the California False Claims Act, Government Code Sections 12650-12655.

After reviewing the Initial Notice of Potential Claim, the Engineer may provide a written response thereto or may decide to delay providing a response until the Contractor provides further information regarding the potential Claim pursuant to the provisions of this section 5-1.43.

5-1.43C SUPPLEMENTAL NOTICE OF POTENTIAL CLAIM

Within 15 days of submitting the Initial Notice of Potential Claim, the Contractor shall submit a signed Supplemental Notice of Potential Claim to Engineer that provides the following information:

1. The complete nature and circumstances of the dispute which caused the potential Claim.
2. The contract provisions that provide the basis of the potential Claim.
3. The requested adjustment of Contract Price, if any, and the estimated cost of the potential Claim, including an itemized breakdown of individual costs and how each estimate was determined.
4. The requested adjustment of Contract Time, if any, and a time impact analysis of the schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions.

The information provided by the Contractor shall provide the Contractor's complete reasoning for additional compensation or adjustments and shall be as complete as reasonably possible.

The Supplemental Notice of Potential Claim shall be submitted on a form furnished by Engineer and shall be certified under penalty of perjury with reference to the California False Claims Act, Government Code Sections 12650-12655. If at any time the estimated cost of the potential Claim or effect on the Progress Schedule changes, Contractor shall update information in items 3 and 4 above as soon as the change is recognized and submit this information to Engineer.

If the Disputed Work is not completed within 30 days, the Contractor shall, every 30 days until the Disputed Work ceases, submit to the Engineer an updated Supplemental Notice of Potential Claim that shall update and quantify all of the information required in the Supplemental Notice of Potential Claim. The Contractor's failure to so quantify costs and schedule impacts every 30 days shall result in a waiver of the Claim for that 30-day period. Any supplemental notice or updated notice that states that the requested adjustment of Contract Price and/or Contract Time will be provided or determined at a later date, or that any damages, costs, schedule impacts, and/or any other analysis will be provided or determined at a later date, shall be deemed to be not in compliance with this section 5-1.43, and shall result in the Contractor waiving its Claim.

After reviewing the Supplemental Notice of Potential Claim or updated Supplemental Notice of Potential Claim, the Engineer may provide a written response thereto or may decide to delay providing a response until the Contractor provides further information regarding the potential Claim pursuant to the provisions of this section 5-1.43.

5-1.43D NOTICE OF FINAL CLAIM.

As soon as reasonably practical upon completion of the Disputed Work, and no later than 30 days after completion of the Disputed Work, the Contractor shall submit to the Engineer a Notice of Final Claim containing a full and final documentation of the Claim including, but not limited to, the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
2. The specific provisions of the Contract that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.
3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with the Contract Documents and shall include an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
 - a. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.
 - b. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
 - c. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use, and equipment rates. Equipment rates shall be at the applicable State

rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the Disputed Work was performed.

- d. Other categories as specified by Contractor or Engineer.
4. When an adjustment of Contract Time is requested the following information shall be provided:
 - a. The chronology of the specific dates for which Contract Time is being requested.
 - b. The specific reasons for entitlement to a Contract Time adjustment.
 - c. The specific provisions of the Contract that provide the basis for the requested Contract Time adjustment.
 - d. A detailed time impact analysis of the schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a Contract Time adjustment.
5. The listing, identification, and production of copies of all documents the Contractor believes support its Claim and the date, time, circumstances, details and substance of any oral communications that the Contractor believes support the Claim.

The Notice of Final Claim shall be submitted on a form furnished by the Engineer and shall be certified under penalty of perjury with reference to the California False Claims Act, Government Code Sections 12650-12655.

Information submitted subsequent to the Notice of Final Claim will not be considered.

No Notice of Final Claim will be considered that does not have the same nature and circumstances, and basis of Claim as those specified on the Initial and Supplemental Notices of Potential Claim.

5-1.43E RESPONSE TO NOTICE OF FINAL CLAIM.

5-1.43E(1) Date of Final Decision in Response to Final Claim

In the event a valid written decision is not provided to the Contractor within the time prescribed in this section 5-1.43, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this section 5-1.43, shall constitute the date of the final decision on the Claim under the provisions of this section 5-1.43. The date of the final decision on a Claim can only be changed by a subsequent writing signed by Engineer and District that expressly states that the date of the final decision on the Claim has been changed to a new specific date."

5-1.43E(2) Public Contract Code Requirements for Claims Less Than or Equal to \$375,000.

5-1.43E(2)(a) Written Response to Claims of less than \$50,000.

For Claims of less than fifty thousand dollars (\$50,000), the Engineer shall respond in writing to the Notice of Final Claim within 45 days of receipt thereof, or may request, in writing, within 30 days of said receipt, any additional documentation relating to the Claim or any defenses to the Claim the District may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadlines provided by the Engineer in the request. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The written response to the Notice of Final Claim shall be

submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

5-1.43E(2)(b) Written Response to Claims Over \$50,000 and Less Than or Equal to \$375,000

For Claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Engineer shall respond in writing to the Notice of Final Claim within 60 days of receipt thereof, or may request, in writing, within 30 days of said receipt, any additional documentation relating to the Claim or any defenses to the Claim the District may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadlines provided by Engineer in the request. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The written response to the Notice of Final Claim shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

5-1.43E(2)(c) Right to Meet and Confer For Claims Less Than or Equal to \$375,000

For Claims less than or equal to \$375,000, if the Contractor disputes the written response to the Claim, or if a written response is not submitted within the time prescribed above, the Contractor may so notify the Engineer and District, in writing, either within 15 days of receipt of the written response or within 15 days of the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a timely demand by the Contractor, the Engineer shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 30 days after such conference, a final written response to the Claim shall be issued which will serve as the new final decision on the Claim. Pursuant to Public Contract Code section 20104.6, the District shall not fail to pay money as to any portion of a Claim which is undisputed, except as otherwise provided in the Contract Documents.

5-1.43E(3) For Claims Greater Than \$375,000

For Claims over three hundred seventy-five thousand dollars (\$375,000), the Engineer shall respond in writing to the Notice of Final Claim within 60 days of receipt thereof Claim, or may request, in writing, within 45 days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the District may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadline provided by the Engineer in the request. If any additional information is thereafter requested by the Engineer, it shall likewise be provided by the Contractor within the reasonable time deadline provided by the Engineer in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the Contractor within 30 days after receipt of such further information and documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater. The Contractor may request an informal conference to meet and confer for settlement of the issues in dispute, but the Contractor shall have no right to demand such a conference. Neither the requesting of any such conference by the Contractor or the Engineer, nor the holding of such conference shall affect the date of the final decision on the Claim. No

written communications of the Engineer and/or the District sent to the Contractor after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

5-1.43F EXCLUSIVE REMEDY

The administration of a Claim as provided in this section 5-1.43, including the Contractor's performance of its duties and obligations specified in this section 5-1.43 is the Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Contract Documents terms or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach, or rescission of the work or the Contract Documents, the negligence or strict liability of the District, its representatives, consultants, or agents, or the transfer of work or the Project to the District for any reason whatsoever.

The Contractor waives and covenants not to raise any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with these section 5-1.43 requirements. Compliance with the procedures described in this section 5-1.43 is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. Claim(s) or issue(s) not raised in a timely Claim submitted under this section 5-1.43 may not be asserted in any subsequent Government Code Claim, litigation, or legal action. The District shall not be deemed to waive any provision under this section 5-1.43, if at the District's sole discretion, a claim is administered in a manner not in accordance with this section 5-1.43.

5-1.43G GOVERNMENT CODE CLAIM REQUIREMENTS

For all Claims not resolved as a result of the section 5-1.43 procedures, the Contractor must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 days. This time deadline is measured from the accrual date of each separate cause of action.

5-1.43H TOLLING

For each unresolved Claim properly processed by the Contractor in accordance with section 5-1.43, the running of the period of time within which a Government Code claim must be submitted shall be tolled during the time the Contractor is processing the Claim in compliance with section 5-1.43. Under no circumstances shall the time for submitting a Government Code Claim be extended beyond 150 days of the date of the final decision on the Claim under section 5-1.43. The Contractor waives the right to pursue or submit any Claims not processed in accordance with section 5-1.43.

Other than as expressly provided above, the time deadline for filing a Government Code claim shall not be tolled by any action or inaction by the Contractor, the Engineer, or the District, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than

by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the District.

5-1.44 RESERVED

5-1.45 UTILITY RELOCATION INSPECTIONS

The CONTRACTOR shall notify the DISTRICT and Oceano Community Service District at least 5 working days in advance of completion of any temporary and permanent utility relocation work performed by the CONTRACTOR.

5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE

When you complete the work, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer makes a formal recommendation to the General Manager to start the District's internal procedures that allow the Board of Directors to accept the work at a future Board of Directors meeting.

5-1.47 GUARANTEE

Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work part having a substantial defect.

The District does not pay for corrective work.

During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of (1) the expiration of the guarantee period or (2) the completion of the corrective work.

If a warranty specification conflicts with section 5-1.47, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists the defective work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates

2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start the corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you an order to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 business days of starting the emergency repair work

If you fail to perform the work as specified, the District may perform the work and bill you.

5-1.48-5-1.50 RESERVED

SECTION 6 - CONTROL OF MATERIALS

6-1 General

6-1.01 General

Section 6 includes specifications related to the control of materials.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection.

Material incorporated into the work must be new.

Before the preconstruction conference, submit material source information on a *Notice of Materials to Be Used* form.

6-1.02 DISTRICT-FURNISHED MATERIALS

Reserved

6-1.03 LOCAL MATERIALS

Local material must be must be rock, sand, gravel, earth, or mineral material other than local borrow or selected material obtained or produced from a source in the work vicinity specifically for use on the project. Local borrow must not be a material from an established commercial source.

Upon your request, the District tests material from an untested local source. If satisfactory material from that source is used in the work, the District does not charge you for the tests; otherwise, the District deducts the test costs.

6-1.04 BUY AMERICA - Reserved

6-2 QUALITY ASSURANCE

6-2.01 GENERAL

6-2.01A GENERAL

Section 6-2 includes provisions related to quality.

6-2.01B AUTHORIZED FACILITY AUDIT LISTS

6-2.01C AUTHORIZED MATERIAL LISTS

Section 6-2.01C applies where a material is specified to be on an Authorized Material List.

The material must be on an Authorized Material List before it is incorporated into the work.

6-2.01D AUTHORIZED MATERIAL SOURCE LISTS

Section 6-2.01D applies where a material is specified to be on an Authorized Material Source List.

The material source must be on an Authorized Material Source List before the item from the source is incorporated into the work.

6-2.01E MATERIAL SOURCE INSPECTION AND TESTING

6-2.01G–6-2.01K RESERVED

6-2.02 QUALITY CONTROL

6-2.02A GENERAL

6-2.02B QUALITY CONTROL PROGRAM

6-2.02C QUALITY CONTROL MANAGER

6-2.02D QUALITY CONTROL PLANS

6-2.03 DISTRICT ACCEPTANCE

6-2.03A GENERAL

The District may use multiple acceptance methods for a material.

6-2.03B JOB SITE INSPECTION AND TESTING

Section 6-2.03B applies if a material is to be inspected or tested at the job site.

The material must be authorized for use before it is incorporated into the work.

6-2.03C CERTIFICATES OF COMPLIANCE

Section 6-2.03C applies (1) where a certificate of compliance is specified and (2) if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 7 includes specifications regarding your:

1. Compliance with laws
2. Responsibilities for public safety and convenience
3. Responsibilities for indemnification, insurance, and liability

7-1.01 GENERAL

7-1.02 LAWS

7-1.02A GENERAL

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the District, the County and State against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the District incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the District deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

Only those sections or provisions of Chapter 1 of Part 2 of Division 2 of the Public Contract Code § 10100 *et seq.* which are specifically incorporated into the contract documents apply to this Contract. All other sections and provisions of Chapter 1 of Part 2 of Division 2 of the Public Contract Code do not apply.

7-1.02B U.S. FAIR LABOR STANDARDS ACT

Comply with 29 USC § 201 *et seq.*

7-1.02C RESERVED

7-1.02D CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 *et seq.*) as amended, the Clean Water Act (33 USC 1251 *et seq.*) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). Violations will be reported to the appropriate authorities.

7-1.02E–7-1.02H RESERVED

7-1.02I GOVERNMENT CODE

7-1.02I(1) General

Reserved

7-1.02I(2) Nondiscrimination

Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating Labor Code Section 1735 is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code.

During the performance of this Contract, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40) or sex. Contractors and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (CGC 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Title 2, Division 4, Chapter 5 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the nondiscrimination and compliance provisions of this section 7-1.02K(1)(m) in all subcontracts to perform work under the Contract.

These provisions are applicable to all Contractors and Subcontractors having a Contract or Subcontract of \$5,000 or more:

1. As used herein:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - i. Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - ii. Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - iii. Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - iv. American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the Contractor or any Subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more, the nondiscrimination clause in this Contract directly or through incorporation by reference.
3. The Contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of this section 7-1.02K(1)(m).
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under this section 7-1.02K(1)(m), Government Code Section 12990, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with this section 7-1.02K(1)(m) shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under steps (a) through (e) below.
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's Equal Employment Opportunity Policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities, to ensure that the equal employment related activities, the employment opportunity policy, and the Contractor's obligations under these Specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under this section 7-1.02K(1)(m) provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide

access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunities for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (CGC Section 12900 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide Affirmative Action Plan pursuant to Title 2 California Code of Regulations Section 8104(b) shall create a rebuttal presumption that a Contractor is in compliance with the requirements of Government Code Section 12990 and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state Contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of this section 7-1.02K(1)(m) and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990, and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of this section 7-1.02K(1)(m) and Government Code Section 12900.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, to submit reports relating to the Provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.

7-1.02I(3) Underground Utilities and other Subsurface Installations

Underground utilities and subsurface installation are addressed in the Government Code section 4215 and 4216 et seq. Compliance with Government Code section 4216 et seq. is the responsibility of the Contractor and the utility operator of the subsurface installation. The District is not responsible for any costs or damages incurred by the Contractor resulting from any noncompliance with Government Code sections 4216 et seq.

The District shall only be responsible for utility conflicts to the extent required by Government Code section 4215, and only when the conflict involves an existing main trunkline or utility facility.

7-1.02J RESERVED

7-1.02K LABOR CODE

7-1.02K(1) General

Work on the job site must comply with Labor Code §1720 et seq. and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials, and hauling and delivery of ready-mixed concrete.

Payroll records include time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other information which reflect job assignments, work schedules by days and hours, and the disbursement of payment to workers (8 CA Code of Regs § 16000).

7-1.02K(2) WAGES

The District obtains the general prevailing rate of wages applicable to the work to be done. The rate includes:

1. Basic hourly rate
2. Employer payments for health and welfare, pension, vacation, apprenticeship training fees, travel time, and subsistence pay as provided for in Labor Code § 1773.1
3. Similar purposes

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. At the District Office located at 1655 Front Street, Oceano, CA, 93445
2. From the Department of Industrial Relations' website

Post the general prevailing wage rates at a prominent place at the job site (Labor Code § 1773.2).

The wage determinations refer to expiration dates. The determinations with a single asterisk after the expiration date, and in effect on the date of advertisement for bids, are good for the life of the Contract. The determinations with double asterisks after the expiration date indicate the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, pay the new rate and incorporate it into the Contract. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204)

The District does not recognize any claim for additional payment because of a payment by the Contractor of any wage rate in excess of the prevailing wage rate specified in the Contract.

The Contractor and any Subcontractor must forfeit to the District not more than \$50 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775). The Labor Commissioner determines the amount of this penalty and bases the amount on:

1. Whether the failure to pay the correct prevailing wage rate was a good-faith mistake that the Contractor or Subcontractor promptly and voluntarily corrected upon notice.
2. Prior record of the Contractor or Subcontractor in meeting its prevailing wage obligations.
3. Contractor or Subcontractor's willful failure to pay the correct rate of prevailing wages.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for the penalties described in section 7-1.02K(2) unless the Contractor had knowledge of the failure to pay the

correct general prevailing per diem wages or unless the Contractor fails to comply with the following requirements (Labor Code § 1775):

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project must include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815.
2. The Contractor must monitor the payment of the specified general prevailing rate of per diem wages by periodic review of the certified payroll records of the Subcontractor.
3. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the Subcontractor for work performed on the public works project.
4. Before making final payment to the Subcontractor for work performed on the public works project, the Contractor must obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amounts due under Labor Code § 1813.

Under Labor Code § 1775, the District must notify the Contractor on a public works project within 15 days of receipt by the District of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

7-1.02K(3) CERTIFIED PAYROLL RECORDS (LABOR CODE § 1776)

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of Subcontractors. Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a *Statement of Compliance* signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project

3. Wage rates paid are at least those required by the Contract

The District allows the use of a form with identical wording as the *Statement of Compliance* form provided by the District.

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the District. Upon the public's request, the District makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. District
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the District the location of the records. Include the street address, city, and District. Furnish the District a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the District withholds from progress payments a \$25 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a Subcontractor's failure to comply with Labor Code § 1776.

The District withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the District withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The District does not withhold more than \$10,000 or less than \$1,000.

7-1.02K(4) APPRENTICES

Comply with the apprentice to journeyman ratio requirements (Labor Code § 1777.5(g)).

Comply with the training contribution requirements (Labor Code § 1777.5(m)(1)).

For answers to questions, contact the Division of Apprenticeship Standards before starting work.

The District deducts from progress payments civil penalties assessed by the Chief of the Division of Apprenticeship Standards for violating Labor Code § 1777.5 (Labor Code § 1777.7).

7-1.02K(5) WORKING HOURS

Eight hours is a legal day's work (Labor Code § 1810).

The time of service of any worker employed on public work is limited and restricted to 8 hours in 1 day and 40 hours in 1 calendar week, except as provided by Labor Code § 1815 (Labor Code § 1811).

A Contractor's employee may work more than 8 hours per day and 40 hours per week if the Contractor pays the employee 1-1/2 times the basic pay rate for the hours worked in excess of 8 hours per day and 40 hours per week (Labor Code § 1815).

For each worker employed in the work for each day the worker works more than 8 hours in 1 day and 40 hours in 1 calendar week without overtime pay, the District deducts \$25 as a penalty for violating Labor Code § 1815 (Labor Code § 1813).

7-1.02K(6) OCCUPATIONAL SAFETY AND HEALTH STANDARDS

7-1.02K(6)(a) General

Comply with applicable occupational safety and health standards, rules, regulations, and orders. The Occupational Safety and Health Standards Board is the only agency authorized in the State to adopt and enforce occupational safety and health standards (Labor Code § 142 et seq.).

You are the controlling employer and must ensure hazardous conditions are corrected (Labor Code § 6400).

The Engineer may notify Cal/OSHA if you fail to establish or maintain a safe and healthful workplace.

Submit copies of your Injury and Illness Prevention Program and permits required by Cal/OSHA.

7-1.02K(6)(b) Excavation Safety – Reserved

7-1.02K(6)(c) Tunnel Safety - Reserved

7-1.02K(6)(d) Confined Space Safety

Comply with 8 CA Code of Regs § 5158 while working in a confined space.

7-1.02K(6)(e) Scaffolding - Reserved

7-1.02K(6)(f)–7-1.02K(6)(i) - Reserved

7-1.02K(6)(j) Lead Safety

7-1.02K(6)(j)(i) General

Reserved

7-1.02K(6)(j)(ii) Lead Compliance Plan

7-1.02K(6)(j)(iii) Earth Material Containing Lead

Reserved

7-1.02K(6)(k)–7-1.02K(6)(t) Reserved

7-1.02K(7) California Department of Industrial Relations – Public Works Contractor Registration

1. Beginning July 1, 2014, under the Public Works Contractor Registration Law (California Senate Bill No. 854 - See Labor Code Section 1725.5), contractors must register and meet requirements using the online application before bidding on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors. Application and renewal are completed online with a non-refundable fee of \$300. More information is available at the following links:

http://www.dir.ca.gov/DLSE/PublicWorks/SB854FactSheet_6.30.14.pdf

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

2. Beginning April 1, 2015, the District must award public works projects only to Contractors and Subcontractors who comply with the Public Works Contractor Registration Law.
3. Notice to Bidders and Subcontractors:
 - a. A Contractor or Subcontractor shall not be qualified to bid on, be listed in the *Designation of Subcontractors* form (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of this public works project, unless currently registered with the Department of Industrial Relations and qualified to perform work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded
 - b. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - c. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - d. The Contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. Section 16451(d) for the notice that previously was required for projects monitored by the DIR Compliance Monitoring Unit.)
4. Furnishing of Electronic Certified Payroll Records to Labor Commissioner. For all new projects awarded on or after April 1, 2015, Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

7-1.02L PUBLIC CONTRACT CODE

7-1.02L(1) General

Reserved

7-1.02L(2) Antitrust Claims

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [Public Contract Code § 7103.5 (b)]

7-1.02L(3) Iran Contracting Act of 2010

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code §§ 2200-2208, "the Act"), bidders are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the District for goods or services of one million dollars (\$1,000,000) or more if the bidder engages in investment activities in Iran, as defined in the Act. The Act requires that the California Department of General Services (DGS) establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the District for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any District contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a bidder must certify that it is not on the list of ineligible bidders prohibited from doing business with the District. During the bid evaluation, the District shall check the list of ineligible vendors to confirm that the bidder is not on that list.

Financial institutions must also certify that they are not extending credit to an ineligible vendor as described in the Act. This certification requirement applies regardless of the procurement approach, method, or solicitation format used, including, but not limited to: Request for Proposals, Invitation for Bids, and non-competitive awards.

The Act provides exceptions to the certification requirement (see Public Contract Code §§ 2203(c) and (d)).

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at PPO@dgs.ca.gov. For more information, the webpage for the OPPL is located at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

7-1.02M PUBLIC RESOURCES CODE

7-1.02M(1) General

Reserved

7-1.02M(2) Fire Protection

Reserved

7-1.02M(3) Surface Mining and Reclamation Act

Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975, Pub Res Code § 2710 et seq., or from a source not subject to this act.

For the list of permitted sites, go to the Department of Conservation, Office of Mine Reclamation website:

<http://www.conservation.ca.gov/omr/>

If you import borrow or aggregate material from a surface mine not on this list, submit proof that the source is not subject to this act.

7-1.02M(4)–7-1.02M(7) Reserved

7-1.02N RESERVED

7-1.02O VEHICLE CODE

Under Vehicle Code § 591, the County determines areas within the project limits are open to public traffic. For those areas, comply with the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Vehicle Code § 591 does not relieve you or any other person from the duty of exercising due care.

Under Vehicle Code § 23114, all trucks hauling dirt, sand, soil, or other loose materials must be covered or must maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer).

7-1.02P-7-1.02Z RESERVED

7-1.03 PUBLIC CONVENIENCE

Compliance with section 7-1.03 does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

7-1.04 PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your operations create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. The District anticipates that the County Contractor will provide flagging for entering and leaving the work area, and that the work area will not be accessible to the public during the duration of your work. If you are required to provide flaggers for public safety, you must obtain the Engineer's pre-approval at least 24 hours prior to commencing flagging. The District will pay you for flaggers as a work change pursuant to Section 4-1.05.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. If you are required to construct temporary facilities, the Engineer will provide you direction so that you can submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State. The cost of temporary facilities if needed to protect the public will be paid to you as a work change pursuant to 4-1.05.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions.:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

7-1.05 INDEMNIFICATION

7-1.05A Indemnification of District

7-1.05A(1) General

To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the District, its Board and each member thereof, and their respective officials, officers, directors, employees, commission members, representatives, and agents and the Oceano Community Services District (OCSD), its Board and each member thereof, and their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts, or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened, or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

1. Any activity on or use of the District's or the OCSD's premises or facilities;
2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;

3. The failure of Contractor or the work to comply with any applicable law, permit, or orders;
4. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
5. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations, or agreements set forth in the Contract Documents;
6. Any failure to coordinate the work with the District's or the County's separate contractors;
7. Any failure to provide notice to any party as required under the Contract Documents;
8. Any failure to act in such a manner as to protect the Project from loss, cost, expense, or liability;
9. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
10. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor, the District, the County or the County Contractor(s)) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
11. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;
12. Any dangerous, hazardous, unsafe or defective condition of, in or on the site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors;
13. Any operation conducted upon or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
14. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
15. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor, the District, or the County arising out of Contractor's work, for which the Contractor is responsible; and
16. Any and all claims against the District or the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the District or the County from such claims.

7-1.05A(2) Effect of Indemnitees' Active Negligence

Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section 7-1.05A. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any

proposed settlement.

7-1.05A(3) Independent Defense Obligation

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within 30 days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the District.

7-1.05A(4) Intent of Parties Regarding Scope of Indemnity

It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

7-1.05A(5) Waiver of Indemnity Right Against Indemnitees

With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

7-1.05A(6) Subcontractor Requirements

In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this section 7-1.05A.

7-1.05A(7) No Limitation or Waiver of Rights

Contractor's obligations under this section 7-1.05A are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this section 7-1.05A are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the

Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this section 7-1.05A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the District or the OCSD to monitor compliance with these requirements imposes no additional obligations on the District or the OCSD and will in no way act as a waiver of any rights hereunder.

7-1.05A(8) Withholding to Secure Obligation

In the event an Indemnity Claim arises prior to final payment to Contractor, the District may, in its sole discretion, reserve, deduct, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the District may release such funds if the Contractor provides the District with reasonable assurances of protection of the Indemnitees' interests. The District shall, in its sole discretion, determine whether such assurances are reasonable.

7-1.05A(9) Survival of Indemnity Obligations

Contractor's obligations under this section 7-1.05A are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

7-1.05B RESPONSIBILITY TO OTHER ENTITIES

The Contractor is responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. The Contractor shall indemnify and save harmless any District, city or county and its officers and employees connected with the work, within the limits of which District, city, or county the work is being performed, all in the same manner and to the same extent specified for the protection of the District.

7-1.06 INSURANCE

7-1.06A GENERAL

Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, 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.

7-1.06B MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. Contractors Pollution Liability applicable to the work being perform, with no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period for one year.

7-1.06C DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

7-1.06D OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The District and the County, and each of their respectiveits officers, officials, employees, and volunteers are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after 30 days prior written notice (10 days for non-payment) has been provided to the District.

7-1.06E ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the District.

7-1.06F WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and Subcontractors.

7-1.06G VERIFICATION OF COVERAGE

Contractor shall furnish the District with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

Oceano Community Services District
1655 Front Street
Oceano, CA 93445 Attention: General Manager

7-1.06H SUBCONTRACTORS

Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein.

7-1.06I SPECIAL RISKS OR CIRCUMSTANCES

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

7-1.07 LEGAL ACTIONS AGAINST THE DISTRICT

7-1.07A GENERAL

If legal action is brought against the District over compliance with a State or federal law, rule, or regulation applicable to the work, then:

1. If the District in complying with a court order prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the District terminates the Contract.
2. If a court order (other than an order to show cause) or the final judgment in the action prohibits the District from requiring you to perform work, the District may delete the prohibited work or terminate the Contract.

If work is prohibited as a result of the Contractor's failure to comply with the Contract, the District reserves all of its rights and remedies under the Contract and applicable law. Nothing in this section should be construed as authorizing an increase in Contract Price or Contract Time.

7-1.07B SEAL COAT CLAIMS

7-1.08 PERSONAL LIABILITY

Neither the General Manager, the Engineer, nor any other officer or authorized employee of the District, nor any officer or employee of State, city or county shall be personally responsible for any liability arising under or by virtue of the Contract.

7-1.09–7-1.10 RESERVED

7-1.11 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

Reserved

SECTION 8 - PROSECUTION AND PROGRESS

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

Weekly meetings will be held at the job site to review the progress of the work and discuss any problems that may have occurred. Provide an updated schedule at the weekly meeting. The meeting must include, at a minimum:

1. The Engineer
2. Inspectors
3. Your foreman

8-1.02 SCHEDULE

8-1.02A

GENERAL

All schedules must be consistent in all respects with the time and order of Contract work requirements. Perform work in the sequence indicated on the current accepted schedule.

You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

If the Contract includes construction staging and you propose changes to the described staging, do not perform work affected by the proposed changes until the Engineer accepts your schedule. Changes to the schedule that change described staging is change order work.

The Engineer's review and acceptance of schedules does not void any Contract part and does not void your responsibility for submitting complete and accurate information.

Correct rejected schedules and resubmit them within 2 days of notification by the Engineer. Allow 2 days for the Engineer's review of the resubmittal.

Errors or omissions on schedules do not void your responsibility for completing all work within the time specified for completion of the work.

If either you or the Engineer discovers that any aspect of the schedule has an error or omission after a schedule has been accepted, correct it on the next updated schedule.

8-1.02B LEVEL 1 CRITICAL PATH METHOD SCHEDULE

8-1.02B(1) General

Section 8-1.02B applies to a contract with a total bid less than \$1 million and less than 100 original working days.

Before or at the preconstruction conference, submit a CPM baseline schedule.

8-1.02B(2) Schedule Format

On each schedule, show:

1. Planned and actual start and completion dates of each work activity, including applicable:
 - 1.1. Submittal development
 - 1.2. Submittal review and acceptance
 - 1.3. Material procurement
 - 1.4. Contract milestones and constraints
 - 1.5. Equipment and plant setup
 - 1.6. Interfaces with outside entities
 - 1.7. Erection and removal of falsework and shoring
 - 1.8. Test periods
 - 1.9. Major traffic stage change
 - 1.10. Final cleanup
2. Order that you propose to prosecute the work
3. Logical links between the time-scaled work activities
4. All controlling activities
5. Legible description of each activity
6. At least 1 predecessor and 1 successor to each activity except for project start and project end milestones
7. Duration of at least 1 working day for each activity
8. Start milestone date as the Contract approval date

8-1.02B(3) Updated Schedule

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

You may include changes to updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule. Changes may include:

1. Adding or deleting activities
2. Changing activity constraints
3. Changing durations
4. Changing logic

If any proposed change in planned work would alter the critical path or extend the scheduled completion date, submit a revised schedule within 2 days of the proposed change.

8-1.02C LEVEL 2 CRITICAL PATH METHOD SCHEDULE

Reserved

8-1.02D LEVEL 3 CRITICAL PATH METHOD SCHEDULE

Reserved

8-1.02D(1) General

8-1.02D(4) Data, Network Diagrams, and Reports - Reserved

8-1.02D(5) Preconstruction Scheduling Conference

Hold a preconstruction scheduling conference with your project manager and the Engineer within 15 days after receipt of the fully executed Contract. At the discretion of the Engineer, this meeting may be combined with the preconstruction conference. The Engineer conducts the conference and reviews the specifications for a Level 1 CPM schedule with you.

If the Contract includes construction staging and you propose changes to the described staging, the general time-scaled logic diagram must show the changes and resulting time impacts. Be prepared to discuss your proposal.

At this conference, submit the alphanumeric coding structure and activity identification system for labeling work activities.

The Engineer reviews the schedule and provides any required baseline schedule changes to you for implementation.

8-1.02D(6) Baseline Schedule

The baseline schedule must comply with section 8-1.02C(5).

The baseline schedule must have a data date of Contract approval.

If you submit an early completion baseline schedule that shows work completion in less than 85 percent of the original working days, the baseline schedule must be supplemented with resource allocations for every task activity and include time-scaled resource histograms. Resource allocations must be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for you and your Subcontractors.

Use average composite crews to display the labor loading of job site construction activities. Optimize and level labor to reflect a reasonable plan for accomplishing the work and to assure that resources are not duplicated in concurrent activities.

The time-scaled resource histograms must show labor crafts and equipment classes to be used.

The Engineer may review the baseline schedule activity resource allocations using *Means Productivity Standards for Construction* or equivalent to determine whether the schedule is practicable.

8-1.02D(7) Updated Schedule

The updated schedule must comply with section 8-1.02C(6) except the 5th paragraph.

The updated schedule must:

1. Have a data date of the 21st day of the month or other date established by the Engineer
2. Show the status of work actually completed to date and the work yet to be performed as planned
3. Show actual activity start dates, percent complete, and finish dates
4. Show durations for work that has been completed as the work actually occurred, including the Engineer's review and your resubmittal times

Justify in writing the reasons for any changes to planned work. If any proposed changes in planned work results in altering a critical path or near critical path or extending the schedule

completion date, submit a revised schedule and a TIA within 2 days of the proposed change.

8-1.02D(8) Time Impact Analysis

8-1.02D(8)(a) General

Submit a TIA with each request for adjustment of Contract Time or whenever Contractor or the Engineer considers that an authorized or anticipated change may impact the critical path or work progress.

The TIA must:

1. Illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone.
2. Use the accepted schedule that has a data date closest to and before the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed.
3. Include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the 2 schedules must be equal to the adjustment of Contract Time.

The Engineer may construct and use an appropriate project schedule or other recognized method to determine adjustments in Contract Time until you submit the TIA.

Submit 2 copies of the TIA within 2 days of receiving a written request for a TIA. Allow the Engineer 2 days after receipt to review the submitted TIA. Authorized TIA schedule changes must be shown on the next updated schedule.

If a TIA you submit is rejected, meet with the Engineer to discuss and resolve issues related to the TIA. If clarification is needed after you meet, you are allowed 3 days to submit a protest. If agreement is not reached, you are allowed 2 days from the date you receive the Engineer's response to your protest to submit an Initial Notice of Potential Claim.

Show only actual as-built work, not unauthorized changes related to the TIA, in subsequent updated schedules.

If agreement is reached at a later date, the authorized TIA schedule changes must be shown on the next updated schedule.

The District withholds remaining payment on the progress schedule (critical path method) bid item if a TIA is requested and not submitted within 2 days.

The District returns the withhold in the next progress payment after the submittal of the requested TIA.

8-1.02D(8)(b) District-Owned Float

Prepare a TIA whenever requested to determine the effect of District-owned float. District-owned float is a resource for the exclusive use of the District.

The Engineer may accrue District-owned float by early review completion of any submittal if the

early review completion saves time on the critical path.

The Engineer documents District-owned float by ordering you to update the District-owned float activity on the next updated schedule.

Include a log of the action on the District-owned float activity and include a discussion of the action in the narrative report.

The Engineer may use District-owned float to mitigate past, present, or future District delays by offsetting a potential time extension for a Change Order.

8-1.02D(8)(c) Ordered Changes

For an ordered change that affects the scheduled completion date, prepare a TIA to determine the effect of adjusting Contract working days.

Include the impacts of the ordered change in the next updated schedule.

An ordered change that affects the controlling activity on the critical path is a basis for a time adjustment.

The District grants a time extension only if the total float is absorbed and the scheduled completion date is delayed 1 or more working days due to the ordered change.

8-1.02D(9) Final Updated Schedule

The final updated schedule must comply with section 8-1.02B.

8-1.02D(10) Payment - RESERVED

8-1.02E-8-1.02F RESERVED

8-1.03 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. The District will provide you at least 5 days advanced notice of the date and time of the meeting.

The number of working days will be reduced by 1 working day for each day you fail to attend the conference with the appropriate representatives.

If the District elects to not hold the preconstruction conference meeting you will be notified in writing.

Be prepared to discuss the topics and documents shown in the following table:

Topic	Document
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	<i>Notice of Materials to be Used</i>
Quality control	QC plans

Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and <i>Weekly Statement of Working Days</i>
Subcontracting	<i>Subcontracting Request</i>
Surveying	
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Weight limitations	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs
Action submittals	--

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A GENERAL

Reserved

8-1.04B STANDARD START

Reserved

The job site activities will be based on a delayed start in accordance with Section 8-1.04C.

8-1.04C DELAYED START

Reserved

Performance of work must be completed within 20 working days (Contract Time).

Start job site activities within 5 working days from the date of receipt of the District's Notice to Proceed. Do not begin work before receiving the Notice to Proceed.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

8-1.04D EARLY RETURN-EARLY START

Reserved

8-1.04E NEXT-DAY START

Reserved

8-1.04F FLEXIBLE START

Reserved

8-1.04G POTENTIAL BUDGET IMPASSE START - Reserved

8-1.04H-8-1.04J RESERVED

8-1.05 TIME

Contract Time starts the sixth working day after the Contractor receives the District's Notice to Proceed.

Complete the work within the Contract Time.

Meet each specified Milestone.

The Engineer issues a *Weekly Statement of Working Days* by the end of the following week.

The *Weekly Statement of Working Days* shows:

1. Working days and non-working days during the reporting week
2. Time adjustments, if any
3. Work completion date computations, including working days remaining
4. Controlling activities

8-1.06 SUSPENSIONS

8-1.06A GENERAL

The Engineer may suspend work wholly or in part due to any of the following:

1. Conditions are unsuitable for work progress.
2. You fail to do any of the following:
 - 2.1. Fulfill the Engineer's orders.
 - 2.2. Fulfill a contract part.
 - 2.3. Perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur.

Upon the Engineer's written order of suspension, suspend work immediately.

Resume work when ordered.

8-1.06B SUSPENSIONS UNRELATED TO CONTRACTOR PERFORMANCE

For a suspension, unrelated to your performance, providing for a smooth and unobstructed passageway through the work during the suspension is force account work.

The days during a suspension unrelated to your performance are non-working days.

8-1.06C SUSPENSIONS RELATED TO CONTRACTOR PERFORMANCE

For a suspension related to your performance, providing for a smooth and unobstructed passageway through the work during the suspension will be at your expense. In the event you fail to provide for a smooth and unobstructed passageway through the work during the suspension, the District may perform the work and deduct the cost from moneys due or to become due to you.

The days during a suspension related to your performance are working days.

8-1.07 DELAYS

8-1.07A GENERAL

In order to claim a delay-related time or payment adjustment, Contractor must follow the claim submittal process set forth in these General Conditions. The Contractor may request a delay-related time or payment adjustment through an RFI, but this does not excuse the Contractor from fully and timely complying with the Claims procedures.

8-1.07B TIME ADJUSTMENTS

8-1.07B(1) Delays to Critical Path

Extensions of time, when granted, will be based upon the effect of delays to the critical path of the work as a whole and will not be granted for non-controlling delays to included portions of work unless it can be shown that such delays did, in fact, delay the progress of the work as a whole.

8-1.07B(2) Conditions to Time Extensions

The Contract Time or Milestones shall be extended only if, in the opinion of District, the Contractor is necessarily delayed in completing the Contract by a cause that meets all the following conditions:

1. Such cause is beyond the control of Contractor, its Subcontractors, or material suppliers and is not due, in whole or in part, to the breach, negligence or fault of Contractor, its Subcontractors, or material suppliers;
2. Such cause arises after the Bid deadline and neither was nor could have been anticipated before the Bid deadline;
3. The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by the Contractor, including re-planning, scheduling and re-sequencing;
4. Such cause, in fact, results in a delay in the performance of the critical path of the work, which is not thereon thereafter recovered;
5. Contractor has given notice thereof and provided the back-up documentation and analysis as required by the Contract Documents or as requested by the Engineer or District including but not limited to as-planned versus as-built schedules; and
6. The Contractor has exercised all reasonable precautions, efforts and measures to accomplish such changes in the work without extending the date for completion.

8-1.07B(3) Excusable Non-Compensable Delay

The Parties acknowledge that Force Majeure events, as defined in section 1-1.07B, are not within the responsibility or control of the District or are reasonably contemplated by the Parties to occur during performance of the work, which may impact the schedule for performance of the work and may entitle Contractor to an extension of the Contract Time ("Excusable Non-Compensable Delays"). If the Critical Path of the work is delayed by Excusable Non-Compensable Delays, provided that such delays did not result from the acts of Contractor and further provided that Contractor takes reasonable precautions to prevent further delays owing to such causes, then the Contract Time and/or Milestones shall be extended by a Change Order or Construction Change Directive.

An extension to the Contract Time and/or to the completion Milestone(s) identified in the Contract Documents shall be the Contractor's sole remedy for Excusable Non-Compensable Delays. In no event shall Contractor be entitled to any compensation or recovery of any damages in connection with the Excusable Non-Compensable Delays defined above.

8-1.07B(4) Excusable Compensable Delay

“Excusable Compensable Delay” means any delay to the critical path of the work occurring after commencement and prior to completion of the work:

1. which directly impacts the number of Working Days established in the Agreement for completion;
2. for which District is responsible, is unreasonable under the circumstances involved, and not within the contemplation of the Parties; and
3. is not due, in whole or in part, to the breach, negligence, or fault of Contractor, its Subcontractors, or Suppliers. Contractor's remedy for Excusable Compensable Delay shall be extension of the date for completion and Milestones subject to the Conditions to Time Extensions identified above and reimbursement of actual costs directly resulting from such delays and markup in accordance with section 9.

8-1.07B(5) Inexcusable Delay

“Inexcusable Delay” means any delay in the critical path of activities required for completion of the work resulting from causes other than those deemed to be an Excusable Non-Compensable Delay or an Excusable Compensable Delay by these General Conditions. An Inexcusable Delay shall not entitle Contractor to either an extension of the date for completion or Milestones or to any additional compensation whatsoever.

8-1.07B(6) Concurrent Delays

To the extent the Contractor is entitled to an extension of time due to an Excusable Non-Compensable Delay or to an Excusable Compensable Delay, but the performance of the work is independently suspended, delayed, or interrupted by an Inexcusable Delay, the delay shall be deemed to be a “Concurrent Delay.”

In the case of a Concurrent Delay, Contractor shall be entitled to an extension of the Contract Time or Milestone(s) and Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay.

8-1.07B(7) Claim for Additional Time

Any claim for extension of time shall be made in writing within the time limits provided in section 5-1.43 herein. Within 2 days after commencement of such delay the Contractor shall furnish the Engineer with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay including an as-planned versus as-built schedule. The Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that the District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement.

8-1.07B(8) Limits on Adjustment of Contract Time or Contract Price for Material Shortages or Cost Escalation

No extension of Contract Time or adjustment of the Contract Price will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the District documented proof that the Contractor has diligently made every effort to obtain such materials from every known source within reasonable reach of the work. The Contractor shall also submit proof, in the form of network analysis data that the inability to obtain such materials when originally planned did, in fact, cause a delay in completion of the work which could not be compensated for by revising the sequence of operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim for adjustment of the Contract Price on the basis that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the District that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time of Bid submission.

Contractor is aware that governmental agencies, such as the County, State Department of Transportation, and State and Federal environmental regulatory agencies may be required to approve Contractor-prepared submittals, drawings or approve a proposed installation. Contractor has endeavored to include the cost of such anticipated delays and related costs which may be caused by such agencies in Contractor's Bid. Thus, Contractor is not entitled to make claim upon the District for damages or delays arising from the delays caused by such agencies. Furthermore, the Contractor has scheduled for such delays and is not entitled to an extension of time for delays caused by governmental agencies which Contractor must obtain approvals from. No extension of time will be granted under this section 8-1.07B for any delay to the extent: (1) that performance would have been so delayed by any Contractor induced causes, including but not limited to the fault or negligence of the Contractor or its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract.8-1.07B(9) No Release of Sureties

An extension of time granted shall not release the sureties from their obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract and the Contract shall be and shall remain in full force and effect during the continuance and until the completion and the District's final acceptance of the work covered by this Contract unless formally suspended or annulled in accordance with the terms of the Contract Documents.

8-1.07B(10) No Waiver by District

Neither the grant of an extension of time beyond the date fixed for the completion of any part of the work nor the doing and acceptance of any part of the work or materials specified by this Contract after the time specified for the completion of the work, shall be deemed to be a waiver of any other rights and remedies under the Contract.

8-1.07B(11) District's Right to Order Extraordinary Measures to Mitigate Delay

In the event of delays to the Project, the Engineer may order Extraordinary Measures as provided below.

8-1.07B(11)(a) Non-Compensable Extraordinary Measures

In the event the Engineer determines that the performance of the work, or any portion thereof, has not progressed or reached the level of completion required by the Contract Documents due to causes within the control of Contractor, the Engineer shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) submitting a recovery schedule for re-sequencing performance of the work or other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the work complies with the stage of completion as required by the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price in connection with the Extraordinary Measures required by the District under or pursuant to this section. The District may exercise the rights furnished the District under or pursuant to this section as frequently as the District deems necessary to ensure that the Contractor’s performance of the work will comply with the Contract Time, or interim completion date set forth in the Contract Documents. If Contractor or its Subcontractors fail to commence Extraordinary Measures within forty-eight (48) hours of District’s written demand, the District may, without prejudice to other remedies, take corrective action at the expense of Contractor.

8-1.07B(11)(b) Compensable Extraordinary Measures

The Engineer, in its discretion, may issue a written request, to the Contractor requesting Contractor to submit an itemized proposal for Extraordinary Measures in order to achieve early completion of all or a portion of the work, due to no fault of the Contractor, in a form acceptable to the District within 3 days after the District’s issuance of the request. Contractor’s proposal shall be limited to direct labor cost (itemized hours and rates) and overhead and profit on the labor costs.

8-1.07B(12) Continuation of the Work

If the construction of the work is not completed within the Contract Time, as may be extended by the District, the Contractor shall continue performing the work in accordance with the Contract Documents until the completion of and the acceptance of the work, or Contractor’s performance is suspended or terminated.

8-1.07C NO EARLY COMPLETION DELAY DAMAGES

While the Contractor may schedule completion of all of the work, or portions thereof, earlier than the Contract Time, the District is exempt from liability for and the Contractor shall not be entitled to an adjustment of the Contract Price or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead and management or administrative costs, or compensation whatsoever, for use of Float or for Contractor’s inability to complete the work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay caused by the District or other Excusable Compensable Delay.

8-1.08–8-1.09 RESERVED

8-1.10 LIQUIDATED DAMAGES

8-1.10A GENERAL

The District specifies liquidated damages in the Agreement. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

The District withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

8-1.10B-8-1.10D RESERVED

8-1.11–8-1.12 RESERVED

8-1.13 TERMINATION OF THE CONTRACT

8-1.13A TERMINATION BY THE CONTRACTOR

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. The work stopped for ninety (90) consecutive days, though no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction, or due to an act of government such as a declaration of a national emergency making material unavailable; or
2. The District fails to perform any material obligation under the Contract Documents and fails to cure such default within 90 days after receipt of notice from Contractor stating the nature of such default.

8-1.13B TERMINATION BY THE DISTRICT FOR CAUSE

8-1.13B(1) Grounds

The District shall have the right to terminate the Contractor's performance of the work, in whole or in part, if:

1. Contractor fails to promptly commence the work or unnecessarily or unreasonably delays the work or improperly discontinues the prosecution of the work or abandons the work;
2. Contractor refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to perform the work in strict accordance with the Contract Documents, and the latest accepted schedule;
3. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from the District;
4. Contractor disregards applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;
5. Contractor fails to resume performance of work which has been suspended or stopped, within a reasonable time after receipt of notice from the District to do so or (if applicable) after cessation of the event preventing performance;
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made;
7. After commencement of the work the District becomes aware that the Contractor is using an

- ineligible contractor, Subcontractor, or supplier who was barred from performing work or providing materials or services on District projects at the time of Bid;
8. Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law;
 9. The Contract is assigned or the work is sublet otherwise than as specified in the Contract Documents;
 10. Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
 11. Contractor materially fails to execute the work in accordance with the Contract Documents or, in the District's opinion, is violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the District as to additional force necessary in the opinion of the District for its completion within the required time.

8-1.13B(2) District's Rights Upon Termination of Contract

When any of the reasons specified above exist, the District may, in addition to and without prejudice to any other rights or remedies of the District, notify the Contractor not to resume or to discontinue all work, or any part thereof, by written notice of default. The District will advise the performance bond surety of the notice of default and that it will be given 5 days to arrange for completion of the work in accordance with the Contract Documents by another contractor or contractors satisfactory to the District. Should the surety fail to effect satisfactory arrangements within said 5-day period, the District shall have the right to issue a notice of termination and to:

1. Exclude the Contractor from the Site;
2. Take possession of the Site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Contractor;
3. Suspend any further payments to Contractor;
4. Accept assignment of subcontracts pursuant to section 5-1.02; and
5. Finish the work by whatever reasonable method the District may deem expedient.

When the District terminates the Contractor's performance of the work for one of the reasons stated in this section 8-1.13B, the Contractor shall not be entitled to receive further payment until the work is finished.

The District shall charge the cost to complete the work, including, but not limited to, protection, investigation, labor, services, equipment, materials, permits, fees, supervisory, and administrative costs to Contractor and its performance bond surety. If the unpaid balance of the Contract Price is less than all costs of finishing the work, including compensation for the District's services and expenses made necessary thereby, and other damages incurred by the District and not expressly waived, the Contractor shall pay the difference to the District. This obligation for payment shall survive termination of the Contract. If the unpaid balance of the Contract Price is greater than all costs of finishing the work, including compensation for the District's services and expenses made necessary thereby, the Contractor shall receive payment for work properly performed by Contractor for which payment was not made previously; any excess amounts shall be retained by the District.

8-1.13B(3) Erroneous Termination

If it has been adjudicated or otherwise determined that the District has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a

termination by the District for convenience as set forth in section 8-1.13D.

8-1.13B(4) Acceptance of Incomplete or Non-Conforming Work

In lieu of the provisions of this section for terminating the Contractor's performance, the District may pay the Contractor for the portion of work completed according to the provisions of the Contract Documents and may treat the incomplete work as if they had never been included or contemplated by this Contract, in which case the Contract Price will be reduced by the value of the deleted work determined in accordance with section 4-1.05M. The District may also exercise its rights under section 6-3.07F relating to Acceptance of Nonconforming Work. No claim under this provision will be allowed the Contractor for overhead or prospective profits on work not completed by the Contractor.

8-1.13B(5) Adequate Financial Assurances

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of Contractor's insolvency, this could impair or frustrate Contractor's performance of the work. Accordingly, it is agreed that upon the occurrence of any such event, the District shall be entitled to request of Contractor, or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within 5 days of delivery of the request shall entitle the District to terminate the Contract and to the accompanying rights set forth above. Pending receipt of adequate occurrence of performance and actual performance in accordance therewith, the District shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be backcharged against the Contract Price.

8-1.13C TERMINATION BY THE DISTRICT FOR CONVENIENCE

The District may, at any time, terminate the Contractor's performance of the work, in whole or in part, for the District's convenience without regard to Contractor's fault or breach upon 5 days' written notice to Contractor.

In the event that the District terminates Contractor's performance of the work for convenience, Contractor agrees to waive any claims for damages, including, but not limited to, home office overhead, loss of anticipated profits on account thereof, and as the sole right and remedy of Contractor, the District shall pay Contractor in accordance with section 8-1.13E below. The provisions of the Contract, which by their nature survive final acceptance of the work, shall remain in full force and effect after such termination to the extent provided in such provisions.

8-1.13D CONTRACTOR'S DUTIES UPON TERMINATION

Upon receipt of written notice from the District of such termination for cause or for the District's convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. cease performance of the work to the extent specified in the notice;
2. cooperate with the District to secure the site and demobilize in a safe and orderly fashion;
3. take actions necessary, or that the District may direct, for the protection and preservation of the work;
4. except for work directed to be performed in the notice, incur no further costs and enter into

no further subcontracts and purchase orders;

5. if requested by the District, assign to the District, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the District shall have no liability for acts, omissions or causes of action resulting therefrom which accrued prior to the date of termination and assignment, which liability shall remain with the Contractor; and
6. turn over to the District, as soon as possible, but not later than 30 days after receipt of such termination notice, the originals of all of the Contractor's records, files, documents, drawings and any other items relating to the Project, whether located on the job site, at the Contractor's office or elsewhere.

8-1.13E RESPONSIBILITY FOR MATERIALS

Upon receiving a termination notice, protect unused material until:

1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the District. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
4. The titles are transferred for materials purchased by the District.

Dispose of materials that will not be retained by the District.

8-1.13F CONTRACT ACCEPTANCE AFTER TERMINATION

The Engineer recommends Contract acceptance after determining completion of:

1. Work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

The District pays you under section 9-1.17.

8-1.13G PAYMENT ADJUSTMENT FOR TERMINATION

If the District issues a termination notice, the Engineer determines payment for termination based on the following:

1. Direct cost for the work:
 - 1.1. Including:
 - 1.1.1. Mobilization.
 - 1.1.2. Demobilization.
 - 1.1.3. Securing the job site for termination.
 - 1.1.4. Losses from the sale of materials.
 - 1.2. Not including:
 - 1.2.1. Cost of materials you keep.
 - 1.2.2. Profit realized from the sale of materials.
 - 1.2.3. Cost of material damaged by:
 - 1.2.3.1. Act of God.
 - 1.2.3.2. Act of a public enemy.

- 1.2.3.3. Fire.
- 1.2.3.4. Flood.
- 1.2.3.5. Governor-declared state of emergency.
- 1.2.3.6. Landslide.
- 1.2.3.7. Tsunami.

1.2.4. Other credits.

- 2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
- 3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the Contract not been terminated.
- 4. Material handling costs for material returned to the vendor or disposed of as ordered.
- 5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

8-1.14–8-1.16 RESERVED

SECTION 9 - PAYMENT

9-1.01 GENERAL

Section 9 includes specifications related to work payment.

9-1.02 MEASUREMENT

9-1.02A GENERAL

Bid item quantities are determined under U.S. customary units. Except for final pay item quantities are measured for payment.

9-1.02B WEIGHING EQUIPMENT AND PROCEDURES - Reserved

9-1.03 PAYMENT SCOPE

The District pays you for furnishing the resources and activities required to complete the work. The District's payment is full compensation for furnishing the resources and activities, including, but not limited to:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The District does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order

Full compensation for work specified in these General Conditions is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for all work and costs relating to that bid item under the Contract Documents, including all profit and all direct and indirect costs, including but not limited to overhead, bonds, insurance, and any other fixed or administrative costs.

If the amount of a deduction or withhold exceeds final payment, the District shall invoice Contractor for the difference; Contractor shall pay said invoice upon receipt.

9-1.04 FORCE ACCOUNT

9-1.04A GENERAL

For work paid by force account, the Engineer compares the District's records to your daily force-account work report (using Caltrans form). When you and the Engineer agree on the contents of the daily force-account work reports, the Engineer accepts the report and the District pays for the work. If the records differ, the District pays for the work based only on the information shown on the District's records.

If a Subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in section 9-1.04, as reimbursement for additional administrative costs.

The markups specified for labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the District excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

For nonsubcontracted work paid by force account for a contract with a Time Related Overhead(TRO)bid item,the markups are those shown in the following table instead of those specified in sections 9-1.04B though 9-1.04D:

Cost	Percent markup
Labor	30
Materials	10
Equipmentrental	10

9-1.04B LABOR

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force-account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes

3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of the labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

9-1.04C MATERIALS

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. 15 percent markup is added
2. Supplier discounts are subtracted whether you took them or not
3. If the Engineer believes the material purchase prices are excessive, the District pays the lowest current wholesale price for a similar material quantity
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

9-1.04D EQUIPMENT RENTAL

9-1.04D(1) General

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving the equipment to and from the Change Order Work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location.

If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using the rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the District uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from an equipment business you do not own.
 - 1.3.2. Hourly rate in *Labor Surcharge and Equipment Rental Rates* is \$10.00 per hour or less.
2. Using the rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. You may submit cost information that helps the Engineer establish the rental rate; but the District uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from an equipment business you do not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The District pays for small tools consumed by use. The Engineer determines the payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. You submit a request to use rented equipment
2. Equipment is not available from your normal sources or from one of your Subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before you use the equipment

The District pays for fuel consumed during the operation of rented equipment not included in the invoiced rental rates.

9-1.04D(2) Equipment On the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

9-1.04D(3) Equipment Not On the Job Site and Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to return the equipment to its source when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated less than 4 hours is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the District rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

9-1.04D(4) Equipment Not On the Job Site and Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account

and required for the original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to a location on the job site or its source when the work paid by force account is completed
2. Equipment is operated to perform work paid by force account

9-1.04D(5) NON-OWNER-OPERATED DUMP TRUCK RENTAL

Submit the rental rate for a non-owner-operated dump truck. The Engineer determines the payment rate. Payment for the rental of a non-owner-operated dump truck is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a Subcontractor.

9-1.05 EXTRA WORK PERFORMED BY SPECIALISTS

If the Engineer determines that you or your Subcontractors are not capable of performing specialty extra work, a specialist may be used. Itemize the labor, material, and equipment rental costs unless it is not the special service industry's established practice to provide itemization, in which case, the Engineer accepts current market-priced invoices for the work.

The Engineer may accept an invoice as a specialist billing for work performed at an off-job site manufacturing plant or machine shop.

The Engineer determines the cost based on the specialist invoice price minus any available or offered discounts plus a 10 percent markup.

9-1.06 CHANGED QUANTITY PAYMENT ADJUSTMENTS

Reserved

9-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

Reserved

9-1.08–9-1.14 RESERVED

9-1.15 WORK-CHARACTER CHANGES

The District adjusts a bid item unit price based on the difference between the cost to perform the work as planned and the cost to perform the work as changed, if it meets the requirements of section 4-1.05B. The Engineer determines the payment adjustment under section 9-1.04. The District adjusts payment for only the work portion that changed in character.

9-1.16 PROGRESS PAYMENTS

9-1.16A APPLICATIONS FOR PAYMENT

9-1.16A(1) General

Based upon Applications for Payment submitted to the Engineer by the Contractor, the District shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.

The pay period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month.

The Contractor shall submit each Application for Payment to the Engineer by the last day of each month.

Pursuant to section 9-1.02 above, Contractor's Applications for Payment shall be based on the the completion and acceptance of lump sum bid items. As an alternative to payments based on completion and acceptance of lump sum bid items, Contractor's Application for Progress Payments may be based on percentage completion based on a schedule of values for the lump sum bid item(s) as may be provided pursuant to Section 9-1.16B. Applications for Payment shall indicate the percentage of completion of each portion of the work for which a lump sum price is specified as of the end of the period covered by the Application for Payment.

9-1.16A(2) Applications for Payment

Contractor shall submit to the Engineer an Application for Payment on a form furnished by the Engineer for work lump sum bid items completed and accepted or based on percentage of completion for work included in a schedule of values . Such application shall be supported by such data substantiating the Contractor's right to payment as the Engineer may require.

By submitting an Application for Payment, the Contractor warrants that all work has been performed in compliance with the Contract Documents, and that all quantities and amounts set forth therein accurately reflect the amount of work completed during that pay period.

Each Application for Payment shall be reviewed by the Engineer as soon as practicable after receipt for the purpose of determining that the Application for Payment is a "proper" payment request, accurately reflecting the value of work completed and submitted with the documents required by the Contract Documents. An Application for Payment shall be deemed "proper" only if it is properly completed and submitted on the proper forms. The Engineer shall have the right to adjust any estimate of work completed and to subsequently correct any error made in any Application for Payment.

The District shall make payment to the Contractor not later than 30 days after the Engineer's verification and approval that an Application for Payment is undisputed and properly submitted.

The Contractor may elect to allow an alternative procedure for processing monthly applications for payment whereby the Engineer prepares monthly progress payment estimates. To initiate such alternative procedure, the Contractor shall submit to the Engineer a written request (before the 10th day of the month) which authorizes the Engineer to prepare the monthly progress payment estimates for all remaining payments due under the Contract. Under such alternative procedure, the District, once in each month, shall cause an estimate in writing to be made by the Engineer, and the Contractor's signature approving the progress payment estimate shall be considered to be "receipt of an undisputed and properly submitted payment request" from the Contractor under Section 20104.50 of the California Public Contract Code, and the District shall make payment to the Contractor within 30 days after such receipt.

Applications for Payment shall include the following:

Contractor's Verification: Contractor has carefully prepared this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed in compliance with the Contract Documents. Contractor will pay any released retainage to Subcontractor due to accepted complete work of the Subcontractors portion of the work within 30 days of receipt of payment as required under 49 CFR Part 26 sub section 26.29(b)(3).

Under the alternative procedure described above, progress pay estimates prepared by the Engineer shall include the following:

Contractor's Verification: Contractor has carefully reviewed this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed in compliance with the Contract Documents. Contractor will pay any released retainage to Subcontractor due to accepted complete work of the Subcontractors portion of the work within 30 days of receipt of payment as required under 49 CFR Part 26 sub section 26.29(b)(3).

9-1.16A(3) Payments for Authorized Changes

Applications for Payment may include requests for payment on account of changes in the work that have been properly authorized by Change Orders and by Construction Change Directives, which shall be itemized separately from base Contract work.

9-1.16A(4) No Requests for Disputed Subcontractor Work

Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason, or as to which an appropriate stop payment notice release has not been filed.

9-1.16A(5) Improper Application for Payment

In accordance with Section 20104.50 of the California Public Contract Code, any Application for Payment determined by the Engineer not to be a proper payment request, suitable for payment, shall be returned to the Contractor as soon as practicable, but not later than 7 days after receipt by the Engineer. An Application for Payment returned to the Contractor shall be accompanied by written documentation setting forth the reasons why the Application for Payment is not proper and not suitable for payment. If an Application for Payment is so returned as improper, no payment will be due the Contractor. The District reserves the right to make partial payment of undisputed amounts.

9-1.16A(6) Interest on Undisputed Amounts

If the District fails to make any progress payment within 30 days after receipt of an undisputed and proper Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the District to make a payment without incurring interest shall be reduced by the number of days by which the Engineer exceeds the 7 day return requirement set forth above.

9-1.16A(7) Contractor Warranty of Project

The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the District shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work. This provision shall not relieve the Contractor from the responsibility for materials and work upon which payments have been made, the restoration of damaged work or as waiving the right of the District to require the fulfillment of the terms of the Contract.

Each time the Contractor submits an Application for Payment, the Contractor hereby certifies that each Application for Payment is complete and accurate regarding the quantities and amounts stated in the application, and that all work for which the Contractor seeks payment have been provided in a manner that meets or exceeds the Contract's requirements.

9-1.16B SCHEDULE OF VALUES

Section 9-1.16B applies to a lump sum bid item for which a schedule of values is submitted by Contractor. If you choose to submit applications for payment based on percentage completion of work based on a schedule of values, you will first be required to submit to the Engineer such a schedule of values within 30 days after execution of the Contract.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Obtain authorization for a schedule of values before you perform work shown on the schedule. The District does not process a progress payment for the bid item without an authorized schedule of values.

Accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the District adjusts payments in the same manner as specified for changed quantities of bid items under section 9-1.06.

9-1.16C MATERIALS ON HAND

A material on hand but not incorporated into the work is not eligible for progress payment until work has been initiated pursuant to a Notice to Proceed. The Engineer may approve advanced purchase and payment of materials if based on the progress of the County Contractor, the Engineer believes that the Notice to Proceed will be issued in less than 30 days, or as may otherwise be approved by the Engineer.

9-1.16D MOBILIZATION

9-1.16D(1) General

Section 9-1.16D applies if a bid item for mobilization is shown on the schedule of values. If the Engineer determines that the schedule of values is unbalanced, then the cost of mobilization will be determined by the Engineer and the amount for mobilization that is shown in the schedule of values that is greater than the Engineer's determination will be proportioned to the other items included in the schedule of values, excluding material purchases, so that the total amount in the schedule of values continues to match the bid amount. A revised schedule of values will be approved by the Engineer for purposes of determining progress payments.

9-1.16D(2) Mobilization for Projects Except for Those Over Water Requiring Marine Access - Reserved

9-1.16D(3) Mobilization for Projects Over Water Requiring Marine Access

Reserved

9-1.16E WITHHOLDS

9-1.16E(1) General

The District may withhold payment for noncompliance with the Contract Documents.

The District returns the noncompliance withhold in the progress payment following correction of noncompliance except as specified in section 9-1.16E(3).

Withholds are not retainage under Public Contract Code § 7107.

Withholds are cumulative and independent of deductions.

Section 9-1.16B does not include all withholds that may be taken; the District may withhold other payments as authorized by the Contract Documents.

9-1.16E(2) Progress Withholds

The District withholds 10 percent of a progress payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the working days; and
2. Percent of the working days elapsed exceeds the percent of value of the work completed by more than 15 percent

The Engineer determines the percent of the working days elapsed by dividing the total days to date by the revised Contract working days and converting the quotient to a percentage.

The Engineer determines the percent value of the work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of the working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the District returns the withhold in the next progress payment.

9-1.16E(3) Performance Failure Withholds

During each estimate period you fail to comply with a Contract part, including the submittal of a document as specified or as may be required after bid award, the District withholds a part of the progress payment except as specified below for the failure to submit a document during the last estimate period. These documents may include QC plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the District withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the District withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

During the last estimate period, if you fail to submit a document as specified, the District withholds \$1,000 for each document. The District returns the withhold within 30 days after receipt of the document.

9-1.16E(4) Stop Payment Notice Withholds and Release Bonds

The District withholds payments to cover claims filed under Civil Code § 9000 et seq.

Stop payment notice information may be obtained from District.

If at any time there shall be evidence of the existence, whether or not same has been asserted, of any mechanics lien, stop payment notice, or claim arising out of or in connection with the

performance or default in performance of this Contract or any subcontract or supply contract entered into by Contractor to perform this Contract, and if the District might become liable for the discharge of or satisfaction of such mechanics lien, stop payment notice, or claim, then the District shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to discharge such mechanics lien or stop payment notice or satisfy such claim and to reimburse the District and the representatives of the District for all costs and expenses in connection therewith, including attorneys' fees. Further, the District, in its sole discretion, shall have the right to discharge or satisfy such mechanics lien, stop payment notice, or claim and pay all costs and expenses in connection therewith if the Contractor does not have such mechanics lien, stop payment notice, or claim discharged or satisfied within 10 days after receiving notice thereof from the District or unless some other procedure for discharge or satisfaction of such lien or claim is agreed upon between the District and Contractor. If the amounts retained are insufficient for the aforesaid purposes, or if such mechanics lien, stop payment notice, or claim remains undischarged or unsatisfied after all payments have been made to the Contractor, then the Contractor shall refund to the District all monies that may have been paid to discharge such lien or stop payment notice or satisfy such claims, including the costs, expenses, and attorneys' fees in connection therewith.

If the Contractor or a Subcontractor disputes the correctness or validity or enforceability of any stop payment notice, the District may, in its discretion, permit the Contractor to file with the District a bond, on a form provided by the District, executed by one or more corporate California admitted surety insurers, in an amount equal to one hundred and twenty-five percent (125%) of the claim stated in the stop payment notice conditioned for the payment of any sum which the stop payment notice claimant may recover on the claim together with its costs of suit in the action. Upon the District's acceptance of such bond, the District shall not withhold money from the Contractor on account of the stop payment notice. The surety(ies) upon the stop payment notice release bond shall be different than, and jointly and severally liable to the stop payment notice claimant with, the payment bond surety(ies).

If a Subcontractor or material supplier refuses to furnish a release or waiver required by the District, records a mechanics lien, or files a stop payment notice, the Contractor shall, upon the District's request, furnish a bond satisfactory to the District to release the stop payment notice and shall otherwise fully indemnify the District against such stop payment notice and the District shall enforce its right under the preceding paragraph.

Any lien, stop payment notice, or other claim, filed or asserted after the Contractor's acceptance of the Final Payment, by any Subcontractor, laborer, material supplier, or others, in connection with or for work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor, who further agrees to indemnify, defend, and hold harmless the District and its board members, officers, agents and employees from and against any claims, demands, or judgment arising out of or associated therewith, including, without limitation, attorneys' fees incurred by the District in connection therewith.

9-1.16E(5) Penalty Withholds

Penalties include fines and damages that are proposed, assessed, or levied against you or the District by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, State, or local laws, regulations, requirements, or PLACs. The cost incurred may include the amount spent for mitigation or correcting a violation.

If the District is assessed a penalty, the District may withhold the penalty amount until the penalty

disposition has been resolved. The District may withhold penalty amounts without notifying you.

Instead of the withhold, you may provide a bond equal to the highest estimated liability for any disputed penalties proposed except you may not provide a bond for withholds related to labor compliance violations.

9-1.16E(6)–9-1.16E(10) Reserved

9-1.16F RETENTIONS

The District will withhold 5 percent of all progress payments as retention (Public Contract Code § 7201). Unless otherwise required under applicable law, retention will be paid to you on the Final Payment.

The District will hold retainage from the Contractor and will make prompt and regular incremental acceptances of portions, as determined by the District, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the District. Any violation of this provision subjects the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

This Contract is subject to the provisions of California Public Contract Code § 22300, a portion of which provides as follows:

Any Contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any Subcontractor, make that option available to the Subcontractor regarding any moneys withheld in retention by the Contractor from the Subcontractor. If the Contractor elects to receive any interest on any moneys by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor.

This subdivision shall apply only to those Subcontractors performing more than five percent of the Contractor's total Bid.

No Contractor shall require any Subcontractor to waive any provision of this section.

You will have the right to substitute securities for the retention under Public Contract Code § 22300. No substitution will be accepted until:

1. The District approves the securities and their value;
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under Public Contract Code § 22300; and

3. All documentation necessary for assignment of the securities to the District or to the escrow agent, are delivered in a form satisfactory to the District.

You may request the District make payment of retention earned directly to the escrow agent under subdivision (b) of Public Contract Code § 22300. The following conditions apply to the deposit of securities into escrow:

1. You will bear the cost of the District and escrow agent (either the District or the bank) in connection with the deposit.
2. Securities or certificates of deposits placed in escrow must be equivalent in value to the amount of retention to be paid you.
3. The value of the securities placed in escrow must be based on the market value of such securities as of the date the securities are deposited in escrow, and not on the face value of the securities. Such securities must be valued by the District, whose decision on valuation is final.
4. The escrow agreement must provide that the escrow agent will convert the securities deposited for cash, whole or in part, to meet the defaults by you upon unilateral demand for such conversion by the General Manager, and any amount so demanded must be paid to the District upon unilateral demand for payment.
5. You must be the beneficial owner of the securities substituted for moneys withheld and must receive any interest.
6. You must enter into an escrow agreement satisfactory to the District and substantially similar to Public Contract Code §22300. You must obtain in writing consent of the surety to such agreement. The General Manager is authorized to sign such escrow agreements on behalf of the District.

9-1.16G RELEASE OF RETENTION

This Contract is subject to the following provisions of California Public Contract Code § 7107 which provides as follows:

(a)(1) This section shall apply with respect to all Contracts entered into on or after January 1, 1999, between a public entity and an original Contractor, between an original Contractor and a Subcontractor, and between all Subcontractors thereunder, relating to the construction of any public work of improvement.

(2) For purposes of this section, "public entity" means the state, including every state agency, office, department, division, bureau, board, or commission, a city, District, city and District, including chartered cities and chartered counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) In a Contract between the original Contractor and a Subcontractor, and in a Contract between a Subcontractor and any Subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract between the public entity and the original Contractor.

(c) When a performance and payment bond is required in the solicitation for bids, subdivision 9.11.2.3 shall not apply to either of the following:

(1) The original Contractor, if the Subcontractor fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the original Contractor.

(2) The Subcontractor, if a Subcontractor thereunder fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the Subcontractor.

(d) No party identified in subdivision (b) shall require any other party to waive any provision of this section.

(e) In the event that the Contractor elects to substitute securities in lieu of retentions, the Contractor may withhold from its Subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld.

9-1.16H PAYMENTS TO SUBCONTRACTORS

The Contractor shall pay each Subcontractor, no later than 7 days after receipt of payment from the District the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Contractor shall obtain and submit releases on District-approved forms for any payment made to Subcontractors, Sub-subcontractors and suppliers.

9-1.16I DISTRICT'S RIGHT TO DISBURSE PROGRESS AND FINAL PAYMENTS BY JOINT CHECK

The District has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the District to the Contractor for subcontracted work. If the Contractor fails to furnish such evidence within 7 days, the District shall have the right to contact Subcontractors to ascertain whether they have been properly paid. The District shall not have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. The District may, in its sole discretion, issue joint checks to the Contractor and its Subcontractors and material suppliers in satisfaction of District's obligation to make progress payments or the final payment due hereunder.

9-1.16J-9-1.16M RESERVED

9-1.17 FINAL PAYMENT

9-1.17A FINAL INSPECTION

Upon completion of the work, the Contractor shall submit written notice that the work is ready for final inspection and acceptance.

9-1.17B FINAL COMPLETION AND FINAL PAYMENT

9-1.17B(1) Affidavit of Final Completion and Final Payment

The Contractor shall, upon completion of the work and final cleaning up, submit to the District a sworn Affidavit of Final Completion on a form furnished by the Engineer. Properly submitted Claims in stated amounts may be excluded by the Contractor from the operation of the release if the Claims have not yet been resolved. Within 30 days after receipt of the Affidavit of Completion, the Engineer will inspect the work and will either (1) reject the requested Affidavit of Final Completion, specifying the defective and/or uncompleted portions of the work, or (2) accept the Affidavit of Final Completion and submit a request to the District Board of Supervisors for final acceptance of the work.

9-1.17B(2) Rejection and Revision

If the District rejects the Affidavit of Final Completion, specifying defective and/or uncompleted portions of the work, the Contractor shall promptly remedy the defective and/or uncompleted portions of the work. Thereafter, the Contractor shall give the District a revised Affidavit of Final Completion with a new date based on when the defective and/or uncompleted portions of the work were corrected. The foregoing procedure shall apply successively thereafter until the District accepts Contractor's Affidavit of Final Completion.

9-1.17B(3) Documentation

In addition to the requirements for Final Payment set forth in the other Contract Documents, the Final Payment shall not become due until at least 30 days after: (i) Contractor has fully performed the Contract, including all punch list work; and (ii) Contractor has submitted to the District:

1. A full, complete and proper Final Application for Payment showing the proposed total amount due the Contractor, segregated as to Contract quantities, changes in the work, and other basis for payments; deductions made or to be made for prior payments; amounts to be retained; any Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and any unsettled Claims, stating amounts;
2. Written consent of surety(ies) to Final Payment;
3. Contractor's written assurance that identified corrective work not complete and accepted will be completed by a stated date agreeable to the District;
4. The required As-Built Drawings (in reproducible format);
5. Reasonable proof that taxes, fees and similar obligations of Contractor have been paid;
6. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the work to ensure that overall performance is in compliance with terms of the Contract Documents;
7. Reasonable proof that Contractor has discontinued and removed temporary facilities and services from the Site, along with construction tools and facilities, forms, and similar items except for Contractor's field office;
8. Reasonable proof that Contractor has provided instruction for the District's operating personnel on systems and equipment operational requirements;
9. A report on performance of completed installations after adjustment that appear unable to comply with the requirements of the Contract Documents;
10. The operating manuals for operating and maintaining the work; and
11. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, equipment certifications and similar documents, and maintenance and operating instructions.

The Engineer reserves the right to not require any of the above submittals which the Engineer determines, in his/her sole discretion, is not applicable to a particular project.

9-1.17B(4) Disbursement of Final Payment

Pursuant to California Public Contract Code section 7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

9-1.17B(5) No Waiver of Claims by District

The making of Final Payment shall not constitute a waiver of any Claims by the District including, but not limited to:

1. unsettled stop payment notices;
2. faulty or defective work;
3. failure of the work to comply with the requirements of the Contract Documents;
4. terms of special warranties required by the Contract Documents; or
5. any other cause, unless specifically waived by the District in writing.

9-1.17B(6) Waiver of Claims by Contractor, Subcontractors, and Suppliers

Acceptance of final payment by the Contractor, a Subcontractor, or a material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

OCEANO COMMUNITY SERVICES DISTRICT

TECHNICAL PROVISIONS

FOR

AIR PARK DRIVE UTILITY RELOCATION PROJECT

OCEANO, CA

CONTRACT NO. 2018-01

Declaration of Responsible Charge

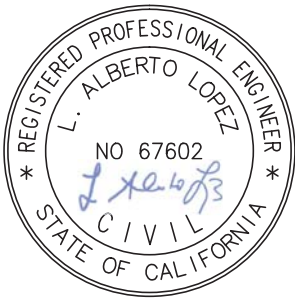
I hereby declare that I am the Engineer of Record for this project and that I have exercised responsible charge over the project as defined in Section 6703 of the Business and Professions Code. These plans and specifications, to the best of my knowledge, comply with the current standards.

Any errors, omissions, or other violations of those ordinances, standards or design criteria encountered during construction shall be corrected and such corrections reflected on corrected plans.



L. Alberto Lopez

R.C.E. 67602



STANDARD SPECIFICATIONS

Complete the Contract work under the California Department of Transportation Standard Specifications dated 2015 as well as the San Luis Obispo County Department of Public Works' 2014 Public Improvement Standards and Standard Construction Details. Division I of the Standard Specification is superseded by Oceano Community Services District (OCSD)'s General Conditions.

Revised Standard Specifications are incorporated into the Contract.

This project is in conjunction with San Luis Obispo County's "Oceano Beach Lagoon Bridge at Air Park Drive Replacement Project", County Project No. 300430, aka "Bridge Project". The OCSD portion of work that is included in this scope is referred to hereafter as "Utility Relocation Project" or "Project."

SPECIAL PROVISIONS

SPECIAL NOTICES

- The scope of this project includes the installation of approximately 230 linear feet of 6" sewer piping (150 feet of buried (PVC) and 80 feet hanging from the new bridge (ductile iron)) and 185 linear feet of 8" water piping (105 feet of buried (PVC) and 80 feet hanging from the new bridge (ductile iron)). Also included in this scope are the associated pipe fittings, trench excavation, pipe bedding, trench backfill, shoring/bracing of trenches (as required), connection to existing pipelines, placement of thrust blocks, pressure testing, cleaning and disinfection of the piping as detailed in these specifications and the project drawings.
- The Engineer's Estimate of Probable Cost for this project scope is \$71,000.
- Staging must occur within the limits of the Bridge Project's permits to enter and construct and the temporary construction easements as shown on the Bridge Project's plans, or on Assessor's Parcel Number (APN) 061-093-035 as shown in the appendices. Staging anywhere else is not allowed unless separately negotiated by the Contractor and authorized by the Engineer.
- The Utility Relocation Contractor is required to coordinate with the Bridge Project's Contractor, as well as SLO County, their inspectors, Oceano CSD and their Utility and Engineering Staff in order to complete the project in a timely fashion. As detailed in the General Conditions, the scope of the Utility Relocation Project must be completed within a 20 working day window within the Bridge Contractor's project schedule.
- The Bridge Contractor will have an ongoing sewer bypass line in place. The Bridge Contractor will be responsible for the maintenance and operation of the bypass line throughout the duration of the project, including the window in which the work included in the Utility Relocation Project is to be completed. The Utility Relocation Contractor shall coordinate with the Bridge Contractor to avoid conflicts, damage or outages to this line.
- Contractor is required to comply with all conditions and requirements in the project Permits, County Encroachment permits, Licenses, Agreements, and Certifications (PLACs) as they apply to your work. See General Conditions. Nothing in the project plans or specifications shall be construed to waive or vary your requirement to comply with any condition or requirements in the project PLACs.
- This project scope includes two bid items:
 - Water Line Relocation – This bid item includes all work required for the Contractor to permanently relocate the OCSD-owned water line onto the new bridge, including pipe installation, valve adjustments, excavation, backfill, etc.
 - Waste Water Line Relocation – This bid item includes all work required for the Contractor to permanently relocate the OCSD-owned sewer line onto the new bridge, including pipe installation, valve adjustments, excavation, backfill, etc.
- Contractor is required to submit a schedule, all project equipment/material submittals and all other required documents for the given scope within 5 after contract execution or later as may be established by the Engineer. Approved submittals are required prior to commencing work.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the General Conditions or the Standard Specifications. A main-section heading is a heading shown in the table of contents of the Contract Documents or Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the General Conditions or the Standard Specifications as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the General Conditions or the Standard Specifications for any other reference to a paragraph of the General conditions or the Standard Specifications.

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5 CONTROL OF WORK Replace

5-1.20D Coordination With Property Owners and Driveway Access

The Contractor must make a deliberate effort to communicate with adjacent property owners and tenants to inform them of required access for construction operations, and must give forty-eight (48) hours' notice to the property owners and tenants when work is to be performed on their property.

The Contractor shall obtain a list of the property owners' names and contact information from the Engineer. Maintain a list of property owners' names and contact information at the jobsite at all times.

Maintain Driveway Access:

County of San Luis Obispo Campground, APN 061-093-037. At all times, to the maximum extent practicable, the Contractor shall make a deliberate effort to maintain ingress and egress to the County's recreational vehicle (RV) campground. Temporary access delays longer than 10 minutes are not allowed. The Contractor shall post signs and notify residences as requested by the Engineer. Short term closures of up to 3 hours in length are allowed provided they occur at the location, times and/or intervals approved by the Engineer. 14 calendar days prior to a temporary driveway closure, the Contractor shall submit a temporary closure plan to the engineer specifying the locations and times of proposed temporary driveway closure. The Engineer will have up to 7 days to approve, request modification to, or deny the temporary driveway closure request.

Add between the 2nd and 3rd paragraphs of the RSS for section 5-1.36C(3):

Installation of the utilities shown in the following table may take place concurrently with the Scope of this project and requires coordination with your activities. Make the necessary arrangements with the utility company and Bridge Contractor through the District Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and County-Arranged Time for the Relocation

Utility	Utility Contact	Location	Working Days
Pacific Gas & Electric AT&T Charter	Bob Burke (805) 546-5236 Neil Zakaria (805) 546-7012 Jason Moore (805) 550-0275	Permanently relocate overhead lines from temporary locations to previous locations. Permanently relocate underground lines, vaults, and other equipment to tie into existing system. Incorporate new underground lines into new bridge.	20 working days

DIVISION II GENERAL CONSTRUCTION

9 GENERAL

Replace section 10-1.02C(2) with:

There may be conflicts with existing irrigation sprinklers and pipes. Upon discovering an irrigation facility not described in the Contract, immediately notify the District Engineer Relocate the irrigation facility to the satisfaction of the Engineer. Payment for relocating conflicting irrigation facilities will be considered extra work.

Replace "Reserved" in section 10-1.03 with:

The Air Park Drive Bridge and approach roadway may be closed June through November. The Air Park Drive Bridge and roadway must be re-opened to traffic by December 1. Temporary lane closures after December 1 must be authorized by the Engineer.

No construction activities shall be conducted below top of the banks or in other waters of the State during the winter period (November 1 – May 31).

Do not conduct construction activities on any day for which the National Weather Service has predicted a 25% or more chance of at least 0.1-inch rain in 24 hours (Predicted Rain Event).

1. In preparation for any such Predicted Rain Event you must install effective erosion control, sediment control, and other protective measures no later than the day prior to the Predicted Rain Event, and prior to the start of any rainfall.
2. Construction activities below the top of the banks may resume after the rain has ceased, the National Weather Service predicts clear weather for at least 24 hours, and site conditions are dry enough to continue work without discharge of sediment or other pollutants from the project site.

Add before the 1st paragraph of section 14-11.02:

You are responsible for the health and safety of employees, Subcontractors, and personnel (including County and State personnel). Daily pre-entry safety meetings, required health and safety training, administrative and engineering controls, use of appropriate personal protective equipment, monitoring, and appropriate site work zones must be utilized.

Prior to performing any work that will disturb the soil, all personnel working in and near the disturbed areas, including the Engineer, and State or County personnel, shall complete training covering the potential hazards identified by the Bridge Contractor's Health and Safety Plan. The training, including subsequent training required until the completion of the work, shall be provided by the Contractor. The level of training must conform to Cal- OSHA regulations and be consistent with the personnel's job function, the proposed work, and potential hazards.

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Add section 77-2

77-2 OCSD FACILITY RELOCATIONS

77-2.01 GENERAL

77-2.01A Summary

Section 77-2 includes general specifications for the permanent Oceano Community Services District (OCSD) facility relocation work included in this contract.

The permanent relocations of Oceano Community Services District (OCSD) owned water and sewer lines includes all work required to permanently relocate the OCSD-owned water and sewer lines onto the new bridge, including pipe installation, valve adjustments, excavation, backfill, etc.

The permanent relocation work must fully comply with the OCSD relocation plans included in these specifications.

Prior to operation of OCSD facilities, perform testing compliant with these specifications and the OCSD relocation plans.

77-2.01B Submittals

If you are awarded the project, submittals must be consistent with the OCSD relocation plan requirements.

77-2.02 Materials

If you are awarded the project, materials must be consistent with the OCSD relocation plan requirements.

77-2.03 Construction

If you are awarded the project, construction must be consistent with the OCSD relocation plan requirements.

GENERAL NOTES:

- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CURRENT THE O.C.S.D. AND SLO COUNTY WATER RESOURCES DIVISION, STANDARDS AND SPECIFICATIONS FOR DOMESTIC WATER SYSTEMS.
- CONTRACTOR WILL FURNISH ALL MATERIALS, TOOLS, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE INSTALLATION. ALL MATERIALS PROVIDED MUST COMPLY WITH THE "BUY AMERICAN" ACT AS DESCRIBED IN THE BRIDGE PROJECT SCOPE.
- UNDERGROUND SERVICE ALERT (USA) SHALL BE NOTIFIED AT LEAST TWO (2) WORKING DAYS BEFORE COMMENCEMENT OF CONSTRUCTION. TELEPHONE 1-800-277-2600.
- CONTRACTOR TO CALL FOR USA TO LOCATE AND POTHOLE ALL MARKED UTILITIES THAT CROSS OR ARE WITHIN FIVE FEET (5') HORIZONTAL DISTANCE OF SEWER AND WATER LINES. VERTICAL AND HORIZONTAL LOCATION SHALL BE ASCERTAINED BY THE CONTRACTOR AHEAD OF ANY EXCAVATIONS TO VERIFY THAT THE PROPOSED DESIGN DOES NOT CONFLICT WITH ANY UTILITIES. IN THE EVENT A CONFLICT EXISTS, DISTRICT ENGINEER SHALL BE NOTIFIED IN ORDER TO REDESIGN THE ALIGNMENT. IF RELOCATION OF EXISTING UTILITIES IS DEEMED NECESSARY, THE CONTRACTOR SHALL BE COMPENSATED FOR INSTRUCTED RELOCATION. IF REDESIGN OF THE ALIGNMENT REQUIRES ADDITIONAL FITTINGS, PIPE OR EXCAVATION, THE CONTRACTOR SHALL BE COMPENSATED FOR REVISION. IN THE EVENT A UTILITY IS DAMAGED, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ITS REPAIR.
- CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING SEWER LINES THAT NEW SYSTEM TIES INTO PRIOR TO TRENCHING. ANY DISCREPANCIES SHALL BE REPORTED TO THE DISTRICT ENGINEER.
- SO THAT ANY NECESSARY ADJUSTMENTS MAY BE MADE, UTILITIES SHALL BE THOROUGHLY RESEARCHED AND LOCATED BY CONTRACTOR PRIOR TO TRENCHING. CROSSING UTILITIES SHALL BE DAYLIGHTED AND CHECKED FOR GRADE, BY CONTRACTOR, PRIOR TO TRENCHING.
- ALL EXISTING IMPROVEMENTS, (CURB, GUTTER, SIDEWALK, CROSS GUTTER, FENCES, ETC.) THAT ARE REMOVED, DAMAGED OR UNDERCUT SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE DISTRICT ENGINEER OR O.C.S.D., AS APPLICABLE. SEE BRIDGE PROJECT PLANS AND SPECIFICATIONS FOR REQUIREMENTS.
- ALL EXISTING PAVING AND SURFAING REMOVED, DAMAGED OR UNDERCUT SHALL BE REPLACED IN ACCORDANCE WITH THE OCEANO COMMUNITY SERVICES DISTRICT (O.C.S.D.), EXCEPT AS NOTED ON THE PLANS. SEE BRIDGE PROJECT PLANS AND SPECIFICATIONS FOR REQUIREMENTS.
- STANDARD DETAILS: THE FOLLOWING COUNTY OF SLO STANDARDS SHALL BE CONSIDERED PART OF THESE PLANS: U-3, U-3a, U-3b, U-4, U-4b, W-1, W-1a, W-3 AND S-1.
- THE O.C.S.D. UTILITIES DIVISION, AS AGENT FOR INSPECTION TO THE O.C.S.D., SHALL BE NOTIFIED AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO START OF CONSTRUCTION. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE DISTRICT ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING THE LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE DISTRICT ENGINEER.
- THE OCEANO COMMUNITY SERVICES DISTRICT SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO, OR USE OF, THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE APPROVED IN WRITING BY THE OCEANO COMMUNITY SERVICES DISTRICT (O.C.S.D.).
- SUBMITTALS: CONTRACTOR TO SUBMIT MATERIAL SUBMITTALS, PER CONTRACT DOCUMENTS FOR: PIPING, FITTINGS (INCLUDING EXPANSION/CONTRACTION/ISOLATION FITTINGS), AND ALL OTHER MATERIALS REQUIRED FOR PERMANENT INSTALLATION OF BOTH WATER AND SEWER LINES.

SEWER FORCE MAIN NOTES:

- PIPE INSTALLATION:**
 - MATERIALS:** UNDERGROUND PIPING SHALL BE PVC C900 WITH RESTRAINED JOINTS. EXPOSED PIPING SHALL BE DUCTILE IRON PIPE WITH RESTRAINED JOINTS. DUCTILE IRON PIPE (DIP) FOR SEWER FORCE MAIN SHALL BE MECH-LOK RESTRAINED JOINT PIPE AND FITTINGS (BY US PIPE) OR APPROVED EQUAL. THE DIP SHALL BE COATED WITH STANDARD BITUMINOUS COATING ON THE EXTERIOR, WITH CERAMIC EPOXY COATING (PROCTO 401 OR APPROVED EQUAL) ON THE INTERIOR OF THE PIPE. PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF THE CURRENT AWWA SPECIFICATION C900, CLASS 165 PSI FOR BURIED PIPE AND C151/C104 FOR ABOVE GROUND PIPE, FOR BOTH WATER AND SEWER SERVICES. PIPE AND FITTINGS SHALL BE HOMOGENOUS THROUGHOUT AND FREE FROM CRACKS, HOLES, FOREIGN INCLUSIONS OR OTHER INJURIOUS DEFECTS. FITTINGS SHALL BE INJECTION MOLDED AND SHALL BE INSTALLED IN LINE ON NEW PIPELINES; CUT-IN FITTINGS ARE NOT PERMITTED.
 - JOINTS:** USE ONLY ELASTOMERIC GASKET JOINTS. THE ASSEMBLY OF JOINTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, WHERE PVC PIPE CONNECTS TO DUCTILE IRON PIPE, USE RESTRAINED JOINT COUPLINGS APPROVED BY THE DISTRICT ENGINEER. ALL PIPING AND FITTINGS TO HAVE RESTRAINED JOINTS.
 - INSTALLATION:** PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT ASTM SPECIFICATION D-2321. ONLY CLASS I, II, AND III EMBEDMENT MATERIALS WILL BE CONSIDERED SUITABLE.
- TRENCH EXCAVATION:**

THE EXCAVATION OF TRENCHES FOR PIPING LAID IN THE GROUND SHALL BE IN OPEN-CUT FROM THE SURFACE OF THE GROUND EXCEPT WHERE BORING IS REQUIRED. THE TRENCHES SHALL BE OF WIDTH AS SHOWN ON THE SLO COUNTY STD. U-4 AND U-4b AND DETAILED SECTIONS ON THE PLANS FOR PROPER PIPE INSTALLATION.

THE HOLES FOR BELLS AND FITTINGS SHALL BE EXCAVATED BY HAND, TO A WIDTH PROVIDING UNIFORM BEARING ALONG THE LENGTH OF THE PIPE. IT IS THE INTENTION OF THESE REQUIREMENTS TO PROVIDE FIRM, UNIFORM BEARING FOR THE PIPE.

CONTRACTOR SHALL PROVIDE TRENCHING IN ACCORDANCE WITH THE DETAILED SECTIONS PROVIDED IN THE PLANS. SELECTION OF TRENCH TYPES WILL BE AS REQUIRED BY THE TYPES OF PIPE SELECTED FOR CONSTRUCTION. STORM DRAIN AND UTILITY CONDUIT INSTALLATION SHALL MEET COUNTY STANDARDS. PIPE INSTALLATION SHALL MEET REQUIREMENTS AS OUTLINED IN THE PIPE OPTIONS, BUT IN NO CASE SHALL BE LESS THAN ASTM CLASS D TRENCH REQUIREMENTS.

TRENCH LINES SHALL MEET ALL FEDERAL AND STATE SAFETY REQUIREMENTS.
- BRACING AND SHORING:**

EXCAVATION SHALL BE SUPPORTED AS SET FORTH IN THE RULES, ORDERS, AND REGULATIONS OF THE STATE DIVISION OF INDUSTRIAL SAFETY. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE SAFETY ORDERS, HE SHALL SUBMIT DATA BY A REGISTERED CIVIL ENGINEER TO THE STATE DIVISION OF INDUSTRIAL SAFETY, JUSTIFYING THE ALTERNATE PROCEDURES TO BE USED. FAILURE TO COMPLY WITH ANY OF THESE RULES, ORDERS, AND REGULATIONS SHALL BE SUFFICIENT CAUSE FOR THE STATE DIVISION TO IMMEDIATELY SUSPEND ALL WORK. COMPENSATION FOR LOSSES INCURRED BY THE CONTRACTOR, SUCH AS AN EMERGENCY SUSPENSION, SHALL NOT BE ALLOWED. DURING BACKFILLING, THE BOTTOM LINE OF THE SHORING SHALL BE KEPT ABOVE THE LEVEL OF THE BACKFILL AT ALL TIMES.

SECTION 6422 OF THE CALIFORNIA LABOR CODE REQUIRED THE CONTRACTOR TO SUBMIT TO THE DISTRICT ENGINEER A DETAILED PLAN, DRAWING OF THE DESIGN OF SHORING, BRACING, SLOPING OR OTHER PROVISIONS TO BE MADE BY THE CONTRACTOR FOR THE PURPOSE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF TRENCHES NECESSARY FOR THE CONSTRUCTION OF THE PROJECT. IF SUCH PLAN VARIES FROM THE ORDERS, THE PLANS SHALL BE PREPARED AND CERTIFIED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER; HOWEVER, USE OF SYSTEMS THAT ARE LESS EFFECTIVE THAN THOSE REQUIRED BY THE CONSTRUCTION SAFETY ORDERS IS PROHIBITED ON THIS PROJECT.
- TRENCH BACKFILL:**

AS THE UTILITY TRENCHES SHOWN ON THESE PLANS ARE BENEATH ROADS OWNED BY SAN LUIS OBISPO COUNTY, THE FOLLOWING SPECIFICATION FOR THE BACKFILL AND PAVING ARE SHOWN FOR REFERENCE ONLY. COORDINATE WITH THE SLO COUNTY FOR FINAL REQUIREMENTS FOR BACKFILL, SLURRY AND PAVING.

TRENCHES SHALL NOT BE LEFT OPEN FARTHER THAN THREE HUNDRED (300) FEET IN ADVANCE OF PIPE LAYING OPERATIONS, OR TWO HUNDRED (200) FEET TO THE REAR THEREOF, UNLESS OTHERWISE PERMITTED BY THE DISTRICT ENGINEER.

ALL WORK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS, DATED JULY, 1992. BEDDING CLASS SHALL BE AS SPECIFIED IN THE PIPE OPTIONS. STORM DRAIN AND UTILITY CONDUIT INSTALLATIONS SHALL BE IN ACCORDANCE WITH COUNTY STANDARDS, EXCEPT THAT COMPACTION SHALL BE NO LESS THAN NINETY PERCENT (90%) UP TO THIRTY INCHES (30') FROM FINISHED GRADE.

BACKFILL MATERIALS IN THE PIPE ZONE SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES (12') SIMULTANEOUSLY, ON EACH SIDE OF THE PIPE, IN SUCH A MANNER AS NOT TO DAMAGE OR DISTURB THE PIPE OR ITS ALIGNMENT AND GRADE.

BACKFILL MATERIAL ABOVE THE PIPE ZONE SHALL BE FREE OF DELETERIOUS MATERIALS AND LUMPS OR STONES EXCEEDING THREE INCHES (3") IN GREATEST DIMENSION AND SHALL BE PLACED IN LAYERS NOT EXCEEDING EIGHTEEN INCHES (18"). EACH LAYER SHALL BE THOROUGHLY COMPACTED BY VIBRATORY OR MECHANICAL TAMPING, OR BY A COMBINATION OF THESE METHODS. FLOODING AND JETTING SHALL NOT BE ALLOWED. THERE MUST BE AT LEAST ONE FOOT OF COVER OVER THE PIPE BEFORE COMPACTION ABOVE THE PIPE ZONE WILL BE ALLOWED.

IMPORTED BEDDING AND BACKFILL MATERIAL SHALL BE OBTAINED, AND ANY EXCESS BEDDING AND BACKFILL MATERIAL SHALL BE DISPOSED, BY ANY LEGAL MEANS, AT THE DISPOSAL OF THE CONTRACTOR.

THE CONTRACTOR MAY SUBMIT TO THE DISTRICT ENGINEER SIEVE ANALYSIS FOR UTILIZATION OF IN-PLACE MATERIALS.

ACHIEVING FIRM BEDDING BELOW PIPE SPRINGLINE:

CONTRACTOR SHALL PROVIDE "FIRM BEDDING" SUPPORT FOR THE PIPE BELOW THE SPRINGLINE. FIRM BEDDING MEANS THAT THE PIPE MUST REST ON THE GRANULAR FIRM BEDDING SPECIFIED PREVIOUSLY IN THE SPECIFICATIONS. BELL OR COUPLING HOLES SHALL BE CAREFULLY EXCAVATED AT PROPER INTERVALS SO THAT NO PART OF THE LOAD IS SUPPORTED BY THE BELLS OR COUPLINGS. DURING BEDDING AND BACKFILLING, CONSOLIDATION OF MATERIAL AROUND AND UNDER BELLS AND COUPLINGS SHALL BE AVOIDED. CONTRACTOR SHALL SHOVEL-SLICE OR HAND TAMP BEDDING IN THE HAUNCH AREAS, AS THIS WILL MINIMIZE VOIDS BENEATH THE PIPE AND IN THE HAUNCH AREAS, SHOVEL-SLICING OR HAND TAMPING SHALL BE DONE BEFORE THE BEDDING IS BROUGHT UP TO THE QUARTER POINT OF THE PIPE.

INITIAL BACKFILL:
BEDDING MATERIAL AS SPECIFIED BY ASTM 2321-8 SHALL BE USED IN THE PIPE ZONE FOR THE INITIAL BACKFILL. AFTER THE PIPE HAS BEEN PROPERLY LAID AND INSPECTED, INITIAL BACKFILL SHALL BE PLACED ON BOTH SIDES AND OVER THE PIPE TO SUCH A DEPTH THAT, AFTER THOROUGH CONSOLIDATION, THE FINAL DEPTH SHALL BE AT LEAST TO THE ELEVATION SHOWN ON THE PLANS. THE MATERIAL SHALL BE CONSOLIDATED BY VIBRATORY OR MECHANICAL TAMPING AND THE EQUIPMENT AND MANNER OF TAMPING MUST BE APPROVED IN WRITING BY THE DISTRICT ENGINEER PRIOR TO COMMENCING OPERATIONS. IMPACT EQUIPMENT MAY BE ALLOWED UNDER THE DIRECTION OF THE DISTRICT ENGINEER. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THIS EQUIPMENT. HYDRA-HAMMER WILL NOT BE PERMITTED.

SUBSEQUENT BACKFILL:

ABOVE THE LEVEL OF INITIAL BACKFILL, THE TRENCH MAY BE BACKFILLED WITH NATIVE MATERIAL RESULTING FROM TRENCH EXCAVATION, OR AT THE OPTION OF THE CONTRACTOR, SELECT IMPORTED MATERIALS MAY BE USED. NATIVE MATERIAL OR IMPORTED MATERIAL MAY BE COMPACTED BY TAMPING AND/OR ROLLING, USING STACKS OF CEMENT PER CUBIC YARD AND THE TRENCH MAY BE PROTECTED FROM PUBLIC TRAFFIC FOR A MINIMUM OF THREE DAYS.

AT THE OPTION OF THE CONTRACTOR, MINOR CONCRETE CONTAINING A MINIMUM OF SEVEN STACKS OF CEMENT PER CUBIC YARD MAY BE USED AND THE TRENCH MAY BE PROTECTED FROM THE CONCRETE SURFACE FROM PUBLIC MAY BE REDUCED TO A MINIMUM OF ONE DAY. THE MONUMENT WILL BE SET BY OTHERS. THE OWNER WILL PROVIDE BOUNDARY AND CONSTRUCTION SURVEYING. CONTRACTOR SHALL GIVE THE OWNER 24 HOURS NOTICE WHEN SURVEYING IS REQUIRED.

ANY MONUMENT FRAME OR COVER DAMAGED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

13. NO O.C.S.D. INSPECTIONS WILL BE GIVEN FOR THE WORK IN THIS AREA UNTIL A PERMIT WITH APPROPRIATE SECURITY AND INSURANCE HAVE BEEN OBTAINED.

14. ANY ITEMS IN PUBLIC RIGHT-OF-WAY THAT ARE DAMAGED OR DO NOT MEET CURRENT STANDARDS SET BY O.C.S.D. WILL REQUIRE REPAIRING AND/OR UPGRADING AS PER DISTRICT ENGINEER.

IN NO CASE SHALL JETTING BE ALLOWED FOR BACKFILL COMPACTION WITHIN THE STREET. WHEN APPROVED BY DISTRICT ENGINEER, JETTING MAY BE USED IN NON-STREET AREAS.

BACKFILL TESTING AND COMPACTION:

TESTING OF BACKFILL MATERIALS AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 19, "EARTHWORK" AND SECTION 6-3, "TESTING", OF THE STANDARD SPECIFICATIONS, STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS. EACH LAYER OF BACKFILL MATERIAL SHALL MEET THE MECH-LOK RESTRAINED JOINT PIPE AND FITTINGS (BY US PIPE) OR APPROVED EQUAL. THE DIP SHALL BE COATED WITH STANDARD BITUMINOUS COATING ON THE EXTERIOR, WITH CERAMIC EPOXY COATING (PROCTO 401 OR APPROVED EQUAL) ON THE INTERIOR OF THE PIPE. PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF THE CURRENT AWWA SPECIFICATION C900, CLASS 165 PSI FOR BURIED PIPE AND C151/C104 FOR ABOVE GROUND PIPE, FOR BOTH WATER AND SEWER SERVICES. PIPE AND FITTINGS SHALL BE HOMOGENOUS THROUGHOUT AND FREE FROM CRACKS, HOLES, FOREIGN INCLUSIONS OR OTHER INJURIOUS DEFECTS. FITTINGS SHALL BE INJECTION MOLDED AND SHALL BE INSTALLED IN LINE ON NEW PIPELINES; CUT-IN FITTINGS ARE NOT PERMITTED.

9.2 **JOINTS:** USE ONLY ELASTOMERIC GASKET JOINTS. THE ASSEMBLY OF JOINTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, WHERE PVC PIPE CONNECTS TO DUCTILE IRON PIPE, USE RESTRAINED JOINT COUPLINGS APPROVED BY THE DISTRICT ENGINEER. ALL PIPING AND FITTINGS TO HAVE RESTRAINED JOINTS.

9.3 **INSTALLATION:** PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT ASTM SPECIFICATION D-2321. ONLY CLASS I, II, AND III EMBEDMENT MATERIALS WILL BE CONSIDERED SUITABLE.

TRENCH EXCAVATION:
THE EXCAVATION OF TRENCHES FOR PIPING LAID IN THE GROUND SHALL BE IN OPEN-CUT FROM THE SURFACE OF THE GROUND EXCEPT WHERE BORING IS REQUIRED. THE TRENCHES SHALL BE OF WIDTH AS SHOWN ON THE SLO COUNTY STD. U-4 AND U-4b AND DETAILED SECTIONS ON THE PLANS FOR PROPER PIPE INSTALLATION.

THE HOLES FOR BELLS AND FITTINGS SHALL BE EXCAVATED BY HAND, TO A WIDTH PROVIDING UNIFORM BEARING ALONG THE LENGTH OF THE PIPE. IT IS THE INTENTION OF THESE REQUIREMENTS TO PROVIDE FIRM, UNIFORM BEARING FOR THE PIPE.

CONTRACTOR SHALL PROVIDE TRENCHING IN ACCORDANCE WITH THE DETAILED SECTIONS PROVIDED IN THE PLANS. SELECTION OF TRENCH TYPES WILL BE AS REQUIRED BY THE TYPES OF PIPE SELECTED FOR CONSTRUCTION. STORM DRAIN AND UTILITY CONDUIT INSTALLATION SHALL MEET COUNTY STANDARDS. PIPE INSTALLATION SHALL MEET REQUIREMENTS AS OUTLINED IN THE PIPE OPTIONS, BUT IN NO CASE SHALL BE LESS THAN ASTM CLASS D TRENCH REQUIREMENTS.

TRENCH LINES SHALL MEET ALL FEDERAL AND STATE SAFETY REQUIREMENTS.

BRACING AND SHORING:
EXCAVATION SHALL BE SUPPORTED AS SET FORTH IN THE RULES, ORDERS, AND REGULATIONS OF THE STATE DIVISION OF INDUSTRIAL SAFETY. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE SAFETY ORDERS, HE SHALL SUBMIT DATA BY A REGISTERED CIVIL ENGINEER TO THE STATE DIVISION OF INDUSTRIAL SAFETY, JUSTIFYING THE ALTERNATE PROCEDURES TO BE USED. FAILURE TO COMPLY WITH ANY OF THESE RULES, ORDERS, AND REGULATIONS SHALL BE SUFFICIENT CAUSE FOR THE STATE DIVISION TO IMMEDIATELY SUSPEND ALL WORK. COMPENSATION FOR LOSSES INCURRED BY THE CONTRACTOR, SUCH AS AN EMERGENCY SUSPENSION, SHALL NOT BE ALLOWED. DURING BACKFILLING, THE BOTTOM LINE OF THE SHORING SHALL BE KEPT ABOVE THE LEVEL OF THE BACKFILL AT ALL TIMES.

SECTION 6422 OF THE CALIFORNIA LABOR CODE REQUIRED THE CONTRACTOR TO SUBMIT TO THE DISTRICT ENGINEER A DETAILED PLAN, DRAWING OF THE DESIGN OF SHORING, BRACING, SLOPING OR OTHER PROVISIONS TO BE MADE BY THE CONTRACTOR FOR THE PURPOSE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF TRENCHES NECESSARY FOR THE CONSTRUCTION OF THE PROJECT. IF SUCH PLAN VARIES FROM THE ORDERS, THE PLANS SHALL BE PREPARED AND CERTIFIED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER; HOWEVER, USE OF SYSTEMS THAT ARE LESS EFFECTIVE THAN THOSE REQUIRED BY THE CONSTRUCTION SAFETY ORDERS IS PROHIBITED ON THIS PROJECT.

TRENCH BACKFILL:
AS THE UTILITY TRENCHES SHOWN ON THESE PLANS ARE BENEATH ROADS OWNED BY SAN LUIS OBISPO COUNTY, THE FOLLOWING SPECIFICATION FOR THE BACKFILL AND PAVING ARE SHOWN FOR REFERENCE ONLY. COORDINATE WITH THE SLO COUNTY FOR FINAL REQUIREMENTS FOR BACKFILL, SLURRY AND PAVING.

TRENCHES SHALL NOT BE LEFT OPEN FARTHER THAN THREE HUNDRED (300) FEET IN ADVANCE OF PIPE LAYING OPERATIONS, OR TWO HUNDRED (200) FEET TO THE REAR THEREOF, UNLESS OTHERWISE PERMITTED BY THE DISTRICT ENGINEER.

ALL WORK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS, DATED JULY, 1992. BEDDING CLASS SHALL BE AS SPECIFIED IN THE PIPE OPTIONS. STORM DRAIN AND UTILITY CONDUIT INSTALLATIONS SHALL BE IN ACCORDANCE WITH COUNTY STANDARDS, EXCEPT THAT COMPACTION SHALL BE NO LESS THAN NINETY PERCENT (90%) UP TO THIRTY INCHES (30') FROM FINISHED GRADE.

BACKFILL MATERIALS IN THE PIPE ZONE SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES (12') SIMULTANEOUSLY, ON EACH SIDE OF THE PIPE, IN SUCH A MANNER AS NOT TO DAMAGE OR DISTURB THE PIPE OR ITS ALIGNMENT AND GRADE.

BACKFILL MATERIAL ABOVE THE PIPE ZONE SHALL BE FREE OF DELETERIOUS MATERIALS AND LUMPS OR STONES EXCEEDING THREE INCHES (3") IN GREATEST DIMENSION AND SHALL BE PLACED IN LAYERS NOT EXCEEDING EIGHTEEN INCHES (18"). EACH LAYER SHALL BE THOROUGHLY COMPACTED BY VIBRATORY OR MECHANICAL TAMPING, OR BY A COMBINATION OF THESE METHODS. FLOODING AND JETTING SHALL NOT BE ALLOWED. THERE MUST BE AT LEAST ONE FOOT OF COVER OVER THE PIPE BEFORE COMPACTION ABOVE THE PIPE ZONE WILL BE ALLOWED.

IMPORTED BEDDING AND BACKFILL MATERIAL SHALL BE OBTAINED, AND ANY EXCESS BEDDING AND BACKFILL MATERIAL SHALL BE DISPOSED, BY ANY LEGAL MEANS, AT THE DISPOSAL OF THE CONTRACTOR.

THE CONTRACTOR MAY SUBMIT TO THE DISTRICT ENGINEER SIEVE ANALYSIS FOR UTILIZATION OF IN-PLACE MATERIALS.

ACHIEVING FIRM BEDDING BELOW PIPE SPRINGLINE:
CONTRACTOR SHALL PROVIDE "FIRM BEDDING" SUPPORT FOR THE PIPE BELOW THE SPRINGLINE. FIRM BEDDING MEANS THAT THE PIPE MUST REST ON THE GRANULAR FIRM BEDDING SPECIFIED PREVIOUSLY IN THE SPECIFICATIONS. BELL OR COUPLING HOLES SHALL BE CAREFULLY EXCAVATED AT PROPER INTERVALS SO THAT NO PART OF THE LOAD IS SUPPORTED BY THE BELLS OR COUPLINGS. DURING BEDDING AND BACKFILLING, CONSOLIDATION OF MATERIAL AROUND AND UNDER BELLS AND COUPLINGS SHALL BE AVOIDED. CONTRACTOR SHALL SHOVEL-SLICE OR HAND TAMP BEDDING IN THE HAUNCH AREAS, AS THIS WILL MINIMIZE VOIDS BENEATH THE PIPE AND IN THE HAUNCH AREAS, SHOVEL-SLICING OR HAND TAMPING SHALL BE DONE BEFORE THE BEDDING IS BROUGHT UP TO THE QUARTER POINT OF THE PIPE.

MINOR STRUCTURES:
PORTLAND CEMENT CONCRETE MINOR STRUCTURES SHALL CONFORM IN DESIGN, MATERIALS, AND CONSTRUCTION, TO THE PROVISIONS OF THE STANDARD SPECIFICATIONS AND THESE SPECIAL PROVISIONS. MANHOLES SHALL CONFORM TO THE O.C.S.D. STANDARDS. DROP INLETS SHALL CONFORM TO THE O.C.S.D. STANDARDS. TEMPORARY GRATED INLETS SHALL CONFORM TO DETAILS ON THE PLANS.

THE PRECAST CYLINDER, TAPER, AND ECCENTRIC FLAT TOP SECTIONS SHALL MEET THE STRENGTH REQUIREMENT OF ASST. C-478. EACH SUCCESSIVE MANHOLE SECTION SHALL BE SET ON A BED OF PORTLAND CEMENT GROUT OR KENT SEAL TO MAKE A WATER TIGHT JOINT. SHALL BE NEATLY POINTED ON THE INSIDE, AND SHALL BE SET PLUMB.

ADJUST SURVEY MONUMENT ENCASEMENTS:
SURVEY MONUMENT AND FRAME AND COVER WITH ENCASEMENTS SHALL BE ADJUSTED OR INSTALLED NEW TO FINISH GRADE AT THE LOCATIONS SHOWN ON THE PLANS, IN ACCORDANCE WITH THESE SPECIAL PROVISIONS, AND O.C.S.D. STANDARDS. THE SURFACE OF THE CONCRETE SHALL BE PROTECTED FROM PUBLIC TRAFFIC FOR A MINIMUM OF THREE DAYS.

AT THE OPTION OF THE CONTRACTOR, MINOR CONCRETE CONTAINING A MINIMUM OF SEVEN STACKS OF CEMENT PER CUBIC YARD MAY BE USED, AND THE TIME REQUIRED FOR PROTECTION OF THE CONCRETE SURFACE FROM PUBLIC MAY BE REDUCED TO A MINIMUM OF ONE DAY.

THE MONUMENT WILL BE SET BY OTHERS. THE OWNER WILL PROVIDE BOUNDARY AND CONSTRUCTION SURVEYING. CONTRACTOR SHALL GIVE THE OWNER 24 HOURS NOTICE WHEN SURVEYING IS REQUIRED.

ANY MONUMENT FRAME OR COVER DAMAGED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

13. NO O.C.S.D. INSPECTIONS WILL BE GIVEN FOR THE WORK IN THIS AREA UNTIL A PERMIT WITH APPROPRIATE SECURITY AND INSURANCE HAVE BEEN OBTAINED.

14. ANY ITEMS IN PUBLIC RIGHT-OF-WAY THAT ARE DAMAGED OR DO NOT MEET CURRENT STANDARDS SET BY O.C.S.D. WILL REQUIRE REPAIRING AND/OR UPGRADING AS PER DISTRICT ENGINEER.

SYSTEM TESTING: A MANDREL TEST AND PRESSURE TEST SHALL BE PERFORMED ON INSTALLED PIPE IN ACCORDANCE WITH THE O.C.S.D. AND SLO COUNTY STANDARDS FOR A SEWER FORCE MAIN, AND THE RECOMMENDATIONS OF THE MANUFACTURER.

PRIOR TO FINAL ACCEPTANCE, ALL SEWER LINES SHALL BE INSPECTED WITH VIDEO EQUIPMENT DESIGNED FOR THIS PURPOSE. THE TELEVISION CAMERA SHALL HAVE THE CAPABILITY OF ROTATING 360° IN ORDER TO VIEW AND RECORD THE TOP AND SIDES OF THE PIPE, AS REQUIRED. THE VIDEO INSPECTION SHALL BE WITNESSED BY THE O.C.S.D. CONSTRUCTION INSPECTOR, WHO WILL ALSO INITIAL AND DATE THE "CHAIN OF CUSTODY" FORM. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE O.C.S.D. OF ANY PIPE LOCATIONS REVEALED TO BE NOT IN COMPLIANCE WITH THE SPECIFICATIONS. A RECORDED DVD, THE COMPLETED CHAIN OF CUSTODY FORM AND A WRITTEN LOG, WHICH INCLUDES THE STATIONING, BASED ON THE STATIONING OF THE APPROVED PLANS, OF ALL CONNECTED LATERALS OF THE INSPECTION SHALL BE PROVIDED FOR VIEWING, AND SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO ACCEPTANCE. AFTER ACCEPTANCE, THE DVD SHALL BECOME THE PROPERTY OF O.C.S.D.

WYE FITTINGS SHALL BE INJECTION MOLDED IN-LINE TYPE AND SHALL BE USED FOR ALL LATERAL CONNECTIONS AND SHALL BE ROTATED A MINIMUM OF 23 DEGREES ABOVE THE HORIZONTAL PLAN RUNNING THROUGH THE CENTERLINE OF THE MAIN.

ALL LATERALS SHALL BE FOUR INCHES (4") IN DIAMETER UNLESS NOTED OTHERWISE ON THE PLANS, EXTENDING A MINIMUM OF 4' BEYOND THE PROPERTY LINE WITH 30' OF COVER AT FLOWLINE.

SURFACE MARKERS FOR SEWER LATERALS SHALL BE INSTALLED AT THE PROPERTY LINE AS SHOWN IN THE PLANS. LATERALS SHALL BE A MINIMUM OF 2.25' DEEP AND A MAXIMUM OF 7' DEEP AT PROPERTY LINE AND A MINIMUM OF 2.5' DEEP AT FLOWLINE.

- ALL SEWER STUBS SHALL BE CLOSED WITH A STANDARD PLASTIC PLUG AND SOLVENT WELDED.
- ALL MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE O.C.S.D. AND/OR SAN LUIS OBISPO COUNTY STANDARD DRAWINGS, SECTIONS 70-1.02H AND 71-1.07 OF THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, CURRENT EDITION. ALL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE O.C.S.D. OR SAN LUIS OBISPO STANDARD DETAILS.
- MINOR STRUCTURES:**
PORTLAND CEMENT CONCRETE MINOR STRUCTURES SHALL CONFORM IN DESIGN, MATERIALS, AND CONSTRUCTION, TO THE PROVISIONS OF THE STANDARD SPECIFICATIONS AND THESE SPECIAL PROVISIONS. MANHOLES SHALL CONFORM TO THE O.C.S.D. STANDARDS. DROP INLETS SHALL CONFORM TO THE O.C.S.D. STANDARDS. TEMPORARY GRATED INLETS SHALL CONFORM TO DETAILS ON THE PLANS.

THE PRECAST CYLINDER, TAPER, AND ECCENTRIC FLAT TOP SECTIONS SHALL MEET THE STRENGTH REQUIREMENT OF ASST. C-478. EACH SUCCESSIVE MANHOLE SECTION SHALL BE SET ON A BED OF PORTLAND CEMENT GROUT OR KENT SEAL TO MAKE A WATER TIGHT JOINT. SHALL BE NEATLY POINTED ON THE INSIDE, AND SHALL BE SET PLUMB.

ADJUST SURVEY MONUMENT ENCASEMENTS:
SURVEY MONUMENT AND FRAME AND COVER WITH ENCASEMENTS SHALL BE ADJUSTED OR INSTALLED NEW TO FINISH GRADE AT THE LOCATIONS SHOWN ON THE PLANS, IN ACCORDANCE WITH THESE SPECIAL PROVISIONS, AND O.C.S.D. STANDARDS. THE SURFACE OF THE CONCRETE SHALL BE PROTECTED FROM PUBLIC TRAFFIC FOR A MINIMUM OF THREE DAYS.

AT THE OPTION OF THE CONTRACTOR, MINOR CONCRETE CONTAINING A MINIMUM OF SEVEN STACKS OF CEMENT PER CUBIC YARD MAY BE USED, AND THE TIME REQUIRED FOR PROTECTION OF THE CONCRETE SURFACE FROM PUBLIC MAY BE REDUCED TO A MINIMUM OF ONE DAY. THE MONUMENT WILL BE SET BY OTHERS. THE OWNER WILL PROVIDE BOUNDARY AND CONSTRUCTION SURVEYING. CONTRACTOR SHALL GIVE THE OWNER 24 HOURS NOTICE WHEN SURVEYING IS REQUIRED.

ANY MONUMENT FRAME OR COVER DAMAGED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

13. NO O.C.S.D. INSPECTIONS WILL BE GIVEN FOR THE WORK IN THIS AREA UNTIL A PERMIT WITH APPROPRIATE SECURITY AND INSURANCE HAVE BEEN OBTAINED.

14. ANY ITEMS IN PUBLIC RIGHT-OF-WAY THAT ARE DAMAGED OR DO NOT MEET CURRENT STANDARDS SET BY O.C.S.D. WILL REQUIRE REPAIRING AND/OR UPGRADING AS PER DISTRICT ENGINEER.

WATER MAIN NOTES:

- PIPE INSTALLATION:**
 - MATERIALS:** UNDERGROUND PIPING SHALL BE PVC C900 WITH RESTRAINED JOINTS. EXPOSED PIPING SHALL BE DUCTILE IRON PIPE WITH RESTRAINED JOINTS. DUCTILE IRON PIPE (DIP) FOR WATER MAIN SHALL BE MECH-LOK RESTRAINED JOINT PIPE AND FITTINGS (BY US PIPE) OR APPROVED EQUAL. THE DIP SHALL BE COATED WITH STANDARD BITUMINOUS COATING ON THE EXTERIOR, WITH MORTAR LINING ON THE INTERIOR OF THE PIPE. PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF THE CURRENT AWWA SPECIFICATION C900, CLASS 165 PSI FOR BURIED PIPE AND C151/C104 FOR ABOVE GROUND PIPE, FOR BOTH WATER AND SEWER SERVICES. PIPE AND FITTINGS SHALL BE HOMOGENOUS THROUGHOUT AND FREE FROM CRACKS, HOLES, FOREIGN INCLUSIONS OR OTHER INJURIOUS DEFECTS. FITTINGS SHALL BE INJECTION MOLDED AND SHALL BE INSTALLED IN LINE ON NEW PIPELINES; CUT-IN FITTINGS ARE NOT PERMITTED.
 - JOINTS:** USE ONLY ELASTOMERIC GASKET JOINTS. THE ASSEMBLY OF JOINTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, WHERE PVC PIPE CONNECTS TO DUCTILE IRON PIPE, USE RESTRAINED JOINT COUPLINGS APPROVED BY THE DISTRICT ENGINEER. ALL PIPING AND FITTINGS TO HAVE RESTRAINED JOINTS.
 - INSTALLATION:** PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT ASTM SPECIFICATION D-2321. ONLY CLASS I, II, AND III EMBEDMENT MATERIALS WILL BE CONSIDERED SUITABLE.
- TRENCH EXCAVATION:**
THE EXCAVATION OF TRENCHES FOR PIPING LAID IN THE GROUND SHALL BE IN OPEN-CUT FROM THE SURFACE OF THE GROUND EXCEPT WHERE BORING IS REQUIRED. THE TRENCHES SHALL BE OF WIDTH AS SHOWN ON THE SLO COUNTY STD. U-4 AND U-4b AND DETAILED SECTIONS ON THE PLANS FOR PROPER PIPE INSTALLATION.

THE HOLES FOR BELLS AND FITTINGS SHALL BE EXCAVATED BY HAND, TO A WIDTH PROVIDING UNIFORM BEARING ALONG THE LENGTH OF THE PIPE. IT IS THE INTENTION OF THESE REQUIREMENTS TO PROVIDE FIRM, UNIFORM BEARING FOR THE PIPE.

CONTRACTOR SHALL PROVIDE TRENCHING IN ACCORDANCE WITH THE DETAILED SECTIONS PROVIDED IN THE PLANS. SELECTION OF TRENCH TYPES WILL BE AS REQUIRED BY THE TYPES OF PIPE SELECTED FOR CONSTRUCTION. STORM DRAIN AND UTILITY CONDUIT INSTALLATION SHALL MEET COUNTY STANDARDS. PIPE INSTALLATION SHALL MEET REQUIREMENTS AS OUTLINED IN THE PIPE OPTIONS, BUT IN NO CASE SHALL BE LESS THAN ASTM CLASS D TRENCH REQUIREMENTS.

TRENCH LINES SHALL MEET ALL FEDERAL AND STATE SAFETY REQUIREMENTS.
- BRACING AND SHORING:**
EXCAVATION SHALL BE SUPPORTED AS SET FORTH IN THE RULES, ORDERS, AND REGULATIONS OF THE STATE DIVISION OF INDUSTRIAL SAFETY. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE SAFETY ORDERS, HE SHALL SUBMIT DATA BY A REGISTERED CIVIL ENGINEER TO THE STATE DIVISION OF INDUSTRIAL SAFETY, JUSTIFYING THE ALTERNATE PROCEDURES TO BE USED. FAILURE TO COMPLY WITH ANY OF THESE RULES, ORDERS, AND REGULATIONS SHALL BE SUFFICIENT CAUSE FOR THE STATE DIVISION TO IMMEDIATELY SUSPEND ALL WORK. COMPENSATION FOR LOSSES INCURRED BY THE CONTRACTOR, SUCH AS AN EMERGENCY SUSPENSION, SHALL NOT BE ALLOWED. DURING BACKFILLING, THE BOTTOM LINE OF THE SHORING SHALL BE KEPT ABOVE THE LEVEL OF THE BACKFILL AT ALL TIMES.

SECTION 6422 OF THE CALIFORNIA LABOR CODE REQUIRED THE CONTRACTOR TO SUBMIT TO THE DISTRICT ENGINEER A DETAILED PLAN, DRAWING OF THE DESIGN OF SHORING, BRACING, SLOPING OR OTHER PROVISIONS TO BE MADE BY THE CONTRACTOR FOR THE PURPOSE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF TRENCHES NECESSARY FOR THE CONSTRUCTION OF THE PROJECT. IF SUCH PLAN VARIES FROM THE ORDERS, THE PLANS SHALL BE PREPARED AND CERTIFIED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER; HOWEVER, USE OF SYSTEMS THAT ARE LESS EFFECTIVE THAN THOSE REQUIRED BY THE CONSTRUCTION SAFETY ORDERS IS PROHIBITED ON THIS PROJECT.
- TRENCH BACKFILL:**
AS THE UTILITY TRENCHES SHOWN ON THESE PLANS ARE BENEATH ROADS OWNED BY SAN LUIS OBISPO COUNTY, THE FOLLOWING SPECIFICATION FOR THE BACKFILL AND PAVING ARE SHOWN FOR REFERENCE ONLY. COORDINATE WITH THE SLO COUNTY FOR FINAL REQUIREMENTS FOR BACKFILL, SLURRY AND PAVING.

TRENCHES SHALL NOT BE LEFT OPEN FARTHER THAN THREE HUNDRED (300) FEET IN ADVANCE OF PIPE LAYING OPERATIONS, OR TWO HUNDRED (200) FEET TO THE REAR THEREOF, UNLESS OTHERWISE PERMITTED BY THE DISTRICT ENGINEER.

ALL WORK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS, DATED JULY, 1992. BEDDING CLASS SHALL BE AS SPECIFIED IN THE PIPE OPTIONS. STORM DRAIN AND UTILITY CONDUIT INSTALLATIONS SHALL BE IN ACCORDANCE WITH COUNTY STANDARDS, EXCEPT THAT COMPACTION SHALL BE NO LESS THAN NINETY PERCENT (90%) UP TO THIRTY INCHES (30') FROM FINISHED GRADE.

BACKFILL MATERIALS IN THE PIPE ZONE SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES (12') SIMULTANEOUSLY, ON EACH SIDE OF THE PIPE, IN SUCH A MANNER AS NOT TO DAMAGE OR DISTURB THE PIPE OR ITS ALIGNMENT AND GRADE.

BACKFILL MATERIAL ABOVE THE PIPE ZONE SHALL BE FREE OF DELETERIOUS MATERIALS AND LUMPS OR STONES EXCEEDING THREE INCHES (3") IN GREATEST DIMENSION AND SHALL BE PLACED IN LAYERS NOT EXCEEDING EIGHTEEN INCHES (18"). EACH LAYER SHALL BE THOROUGHLY COMPACTED BY VIBRATORY OR MECHANICAL TAMPING, OR BY A COMBINATION OF THESE METHODS. FLOODING AND JETTING SHALL NOT BE ALLOWED. THERE MUST BE AT LEAST ONE FOOT OF COVER OVER THE PIPE BEFORE COMPACTION ABOVE THE PIPE ZONE WILL BE ALLOWED.

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CONTRACTOR SHALL PROVIDE "FIRM BEDDING" SUPPORT FOR THE PIPE BELOW THE SPRINGLINE. FIRM BEDDING MEANS THAT THE PIPE MUST REST ON THE GRANULAR FIRM BEDDING SPECIFIED PREVIOUSLY IN THE SPECIFICATIONS. BELL OR COUPLING HOLES SHALL BE CAREFULLY EXCAVATED AT PROPER INTERVALS SO THAT NO PART OF THE LOAD IS SUPPORTED BY THE BELLS OR COUPLINGS. DURING BEDDING AND BACKFILLING, CONSOLIDATION OF MATERIAL AROUND AND UNDER BELLS AND COUPLINGS SHALL BE AVOIDED. CONTRACTOR SHALL SHOVEL-SLICE OR HAND TAMP BEDDING IN THE HAUNCH AREAS, AS THIS WILL MINIMIZE VOIDS BENEATH THE PIPE AND IN THE HAUNCH AREAS, SHOVEL-SLICING OR HAND TAMPING SHALL BE DONE BEFORE THE BEDDING IS BROUGHT UP TO THE QUARTER POINT OF THE PIPE.

MINOR STRUCTURES:
PORTLAND CEMENT CONCRETE MINOR STRUCTURES SHALL CONFORM IN DESIGN, MATERIALS, AND CONSTRUCTION, TO THE PROVISIONS OF THE STANDARD SPECIFICATIONS AND THESE SPECIAL PROVISIONS. MANHOLES SHALL CONFORM TO THE O.C.S.D. STANDARDS. DROP INLETS SHALL CONFORM TO THE O.C.S.D. STANDARDS. TEMPORARY GRATED INLETS SHALL CONFORM TO DETAILS ON THE PLANS.

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THE MONUMENT WILL BE SET BY OTHERS. THE OWNER WILL PROVIDE BOUNDARY AND CONSTRUCTION SURVEYING. CONTRACTOR SHALL GIVE THE OWNER 24 HOURS NOTICE WHEN SURVEYING IS REQUIRED.

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INITIAL BACKFILL:
BEDDING MATERIAL AS SPECIFIED BY ASTM 2321-8 SHALL BE USED IN THE PIPE ZONE FOR THE INITIAL BACKFILL. AFTER THE PIPE HAS BEEN PROPERLY LAID AND INSPECTED, INITIAL BACKFILL SHALL BE PLACED ON BOTH SIDES AND OVER THE PIPE TO SUCH A DEPTH THAT, AFTER THOROUGH CONSOLIDATION, THE FINAL DEPTH SHALL BE AT LEAST TO THE ELEVATION SHOWN ON THE PLANS. THE MATERIAL SHALL BE CONSOLIDATED BY VIBRATORY OR MECHANICAL TAMPING AND THE EQUIPMENT AND MANNER OF TAMPING MUST BE APPROVED IN WRITING BY THE DISTRICT ENGINEER PRIOR TO COMMENCING OPERATIONS. IMPACT EQUIPMENT MAY BE ALLOWED UNDER THE DIRECTION OF THE DISTRICT ENGINEER. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THIS EQUIPMENT. HYDRA-HAMMER WILL NOT BE PERMITTED.

SUBSEQUENT BACKFILL:

ABOVE THE LEVEL OF INITIAL BACKFILL, THE TRENCH MAY BE BACKFILLED WITH NATIVE MATERIAL RESULTING FROM TRENCH EXCAVATION, OR AT THE OPTION OF THE CONTRACTOR, SELECT IMPORTED MATERIALS MAY BE USED. NATIVE MATERIAL OR IMPORTED MATERIAL MAY BE COMPACTED BY TAMPING AND/OR ROLLING, USING EQUIPMENT AND METHODS APPROVED BY THE DISTRICT ENGINEER.

WHEN THE CONTRACTOR COMPACTS BY TAMPING AND/OR ROLLING, THE BACKFILL MATERIAL SHALL BE PLACED IN LAYERS NOT EXCEEDING EIGHTEEN (18) INCHES IN LOOSE DEPTH, EACH LAYER BEING THOROUGHLY COMPACTED BY TAMPING AND/OR ROLLING BEFORE SUBSEQUENT LAYERS ARE PLACED.

COMPACTION OF SUBSEQUENT BACKFILL WITHIN TWO AND ONE-HALF (2.5) FEET OF FINISHED PERMANENT SURFACE GRADE SHALL BE ACCOMPLISHED BY TAMPING AND/OR ROLLING AS SPECIFIED ABOVE. WHERE THE TRENCH IS WITHIN THE PAVEMENT ON STREETS, THE BACKFILL WITHIN TWO AND ONE-HALF (2.5) FEET OF FINISHED PERMANENT GRADE SHALL BE COMPACTED TO NINETY PERCENT (90%) MAXIMUM RELATIVE DENSITY.

SUBSEQUENT BACKFILL PLACED BY TAMPING AND/OR ROLLING SHALL BE FREE FROM STONES OR LUMPS EXCEEDING THREE (3) INCHES IN GREATEST DIMENSION, VEGETABLE MATTER, OR OTHER UNSATISFACTORY MATERIALS.

IN NO CASE SHALL JETTING BE ALLOWED FOR BACKFILL COMPACTION WITHIN THE STREET. WHEN APPROVED BY DISTRICT ENGINEER, JETTING MAY BE USED IN NON-STREET AREAS.

BACKFILL TESTING AND COMPACTION:

TESTING OF BACKFILL MATERIALS AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 19, "EARTHWORK" AND SECTION 6-3, "TESTING", OF THE STANDARD SPECIFICATIONS, STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS. EACH LAYER OF BACKFILL MATERIAL SHALL MEET THE COMPACTION, SAND EQUIVALENT AND GRAIN SIZE REQUIREMENTS BEFORE THE NEXT LAYER IS PLACED.

EACH LAYER OF BACKFILL SHALL BE THOROUGHLY COMPACTED TO THE RELATIVE COMPACTION OF NOT LESS THAN IS SHOWN ON THE SLO COUNTY STD. DETAILS, EXCEPT THAT COMPACTION WITHIN THE ROADWAY STRUCTURAL SECTION SHALL BE NO LESS THAN NINETY PERCENT (90%) MAXIMUM RELATIVE DENSITY FOR THE TOP FINISHED THIRTY INCHES (30'), AND SHALL BE DETERMINED BY CALIFORNIA TEST METHODS 216 OR 231, OR ASTM (CURRENT EDITION) D1557 AND ONE OF THE FOLLOWING: D1922 OR D1517.

COMPACTION TESTS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER / SUBDIVIDER / CONTRACTOR. THE NUMBER AND LOCATION OF THE REQUIRED TESTS SHALL BE DETERMINED BY THE DISTRICT ENGINEER. IF THE RELATIVE COMPACTION, AS DETERMINED BY TESTING, FAILS TO MEET THE SPECIFIED PERCENTAGE, THE TRENCH SHALL BE RE-EXCAVATED AND RE-COMPACTED.

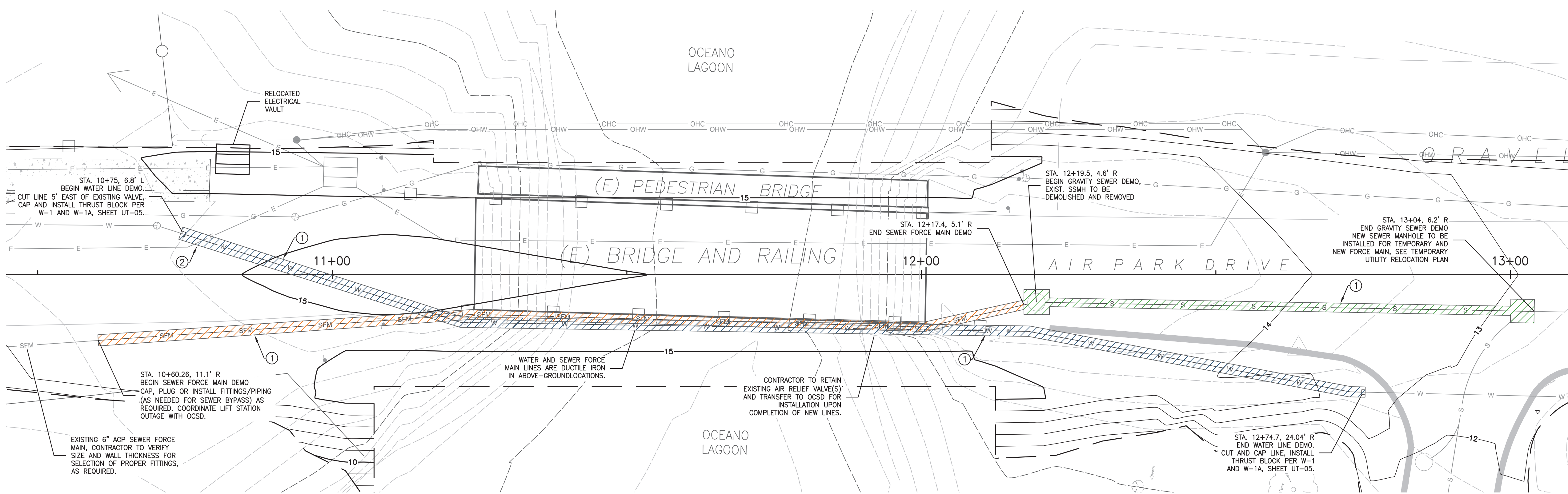
WATER PIPE INSTALLATION:
WATER PIPE SHALL CONFORM TO THE PLANS, AND THESE SPECIAL PROVISIONS. THE PRICE PER LINEAR FOOT SHALL INCLUDE, BUT NOT BE LIMITED TO, EXCAVATION, BEDDING AND BACKFILL.

HANDLING OF MATERIALS: ALL PIPE FITTINGS, SPECIALS AND CASTINGS MUST BE CAREFULLY HANDLED AT ALL TIMES. ONLY SUITABLE AND PROPER EQUIPMENT AND APPLIANCES SHALL BE USED FOR THE SAFE LOADING, HAULING, UNLOADING, HANDLING AND PLACING OF MATERIALS. SPECIAL CARE SHALL BE EXERCISED SO THAT PERFORMED RESILIENT JOINTS ON PIPE AND FITTINGS WILL NOT BE DAMAGED. ANY PIPE OR FITTING WITH A JOINT DAMAGED OR FLATTENED WILL CAUSE THAT PIPE OR FITTING TO BE REJECTED.

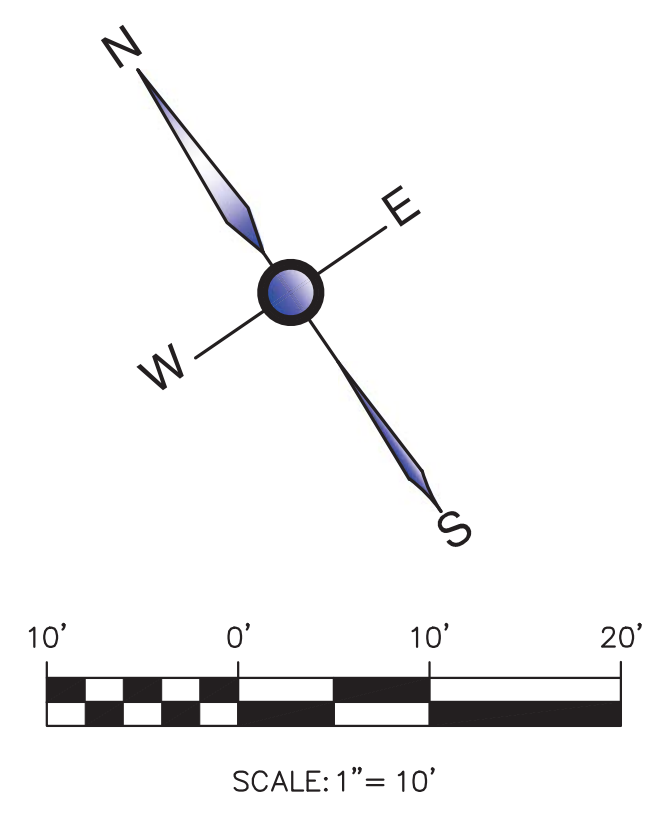
PIPE LAYING: NO PIPE SHALL BE LAID UNTIL THE DISTRICT ENGINEER INSPECTS AND APPROVES THE CONDITION OF THE BOTTOM OF THE TRENCH. PIPE SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS. PIPE LAYING SHALL BEGIN FROM THE DOWNSTREAM END OF THE TRUNK SEWER, OR AS DIRECTED BY DPSI. PIPE LAYING SHALL PROCEED WITH EACH PIECE LAID TRUE TO LINE AND GRADE, AND IN SUCH A MANNER AS TO PRESENT AN UNINTERRUPTED AND UNIFORM JOINT SURFACE ALONG THE ENTIRE LENGTH OF THE TRENCH. AS THE WORK PROGRESSES, THE INTERIOR OF THE PIPE SHALL BE CLEARED OF ALL DIRT AND DEBRIS OF EVERY DESCRIPTION. PIPE SHALL NOT BE LAID WHEN THE CONDITION OF THE TRENCH OR THE WEATHER IS UNSUITABLE. AT TIMES WHEN WORK IS NOT IN PROGRESS, OPEN ENDS OF PIPE AND FITTINGS SHALL BE CLOSED. WITH BELLED END PIPE, BELL HOLES SHALL THEN BE EXCAVATED AT EACH JOINT TO FACILITATE THE JOINT OPERATIONS; AND SHALL BE ONLY SUFFICIENT SIZE FOR THAT PURPOSE IN ORDER THAT BELL HOLES MAY BE PROPERLY LOCATED, NOT MORE THAN SIX (6) HOLES SHALL BE EXCAVATED AHEAD OF ACTUAL PIPE LAYING, ON ACCOUNT OF THE VARIATIONS IN JOINT CONSTRUCTION OPERATIONS.

CUTTING PIPE: THE CONTRACTOR SHALL PERFORM ALL WORK OF CUTTING PIPE AND SPECIAL CASTING IF NECESSARY TO THE ASSEMBLY, ERECTION, AND COMPLETION OF WORK. ALL PIPE SHALL BE CUT TO FIT ACCURATELY, WITH SMOOTH EDGES AND FACES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF CUTTING AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY MATERIALS WHICH ARE DAMAGED OR INCORRECTLY CUT.

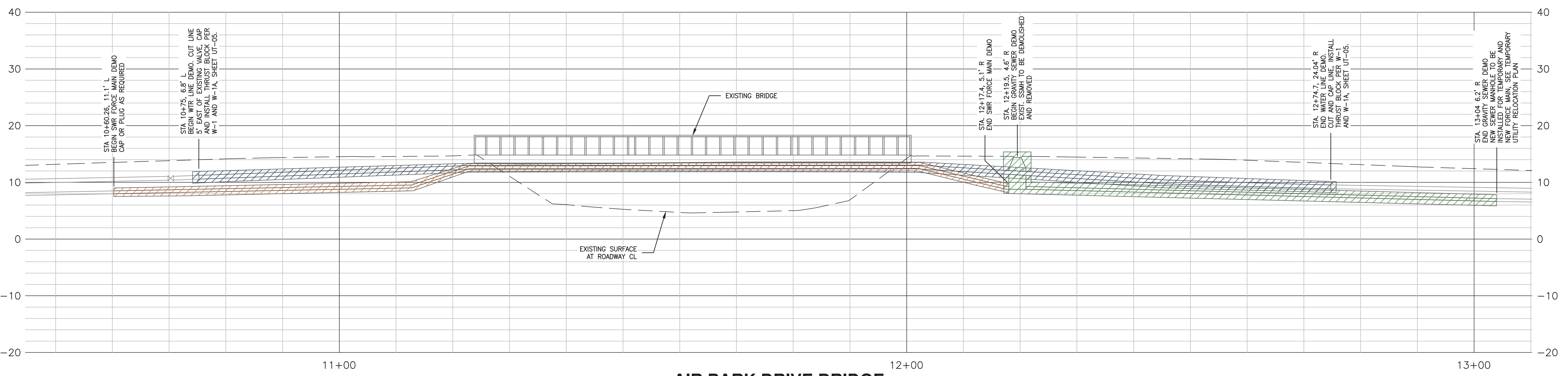
CLEANING PIPE LINES: CARE SHALL BE EXERCISED IN LAYING OF PIPE LINES TO EXCLUDE DIRT AND ANY OTHER FOREIGN MATERIAL WHEN PIPE LAYING IS INTERRUPTED, AS AT NIGHT, THE PIPE ENDS SHALL BE SUITABLY CLOSED. UPON COMPLETION AND BEFORE PLACING INTO SERVICE, ALL LINES SHALL BE FLUSHED AND MANDEOLED TO REMOVE ANY DIRT OR FOREIGN MATERIALS. THE CONTRACTOR SHALL MAKE PROVISIONS FOR PREVENTING FOREIGN MATERIAL FROM



**AIR PARK DRIVE BRIDGE
UTILITY DEMOLITION PLAN**



- LEGEND**
- - PP EXISTING POWER POLE
 - o EXISTING UNDERGROUND MARKER
 - ← EXISTING DOWN GUY
 - - - - EXISTING CONTOURS - MAJOR
 - - - - EXISTING CONTOURS - MINOR
 - - - - EXISTING CHAINLINK FENCE
 - - - - EXISTING BARB WIRE FENCE
 - 100 CONTOURS - MAJOR
 - - - - CONTOURS - MINOR
 - - - - GRADE BREAK
 - - - - LIMITS OF GRADING
 - - - - STORM DRAIN (SIZE AS NOTED)
 - - - - FLOW LINE
 - - - - EXISTING WOOD FENCE
 - - - - EXISTING BLOCK WALL
 - ⊙ EXISTING STORM DRAIN MANHOLE
 - ☀ EXISTING TRAFFIC SIGNAL
 - ⊕ EXISTING WHARF FIRE HYDRANT
 - ⊕ EXISTING SIGN
 - EXISTING UTILITY BOX
 - EXISTING UTILITY STUB
 - ⊙ EXISTING SEWER MANHOLE
 - ⊙ EXISTING POWER POLE
 - - - - EXISTING OVERHEAD POWER LINE
 - - - - EXISTING SEWER LINE
 - SFM DEMOLISH & REMOVE EXISTING SEWER FORCE MAIN OR ABANDON IN PLACE, WHERE APPLICABLE
 - S DEMOLISH & REMOVE EXISTING GRAVITY SEWER OR ABANDON IN PLACE, WHERE APPLICABLE
 - W DEMOLISH & REMOVE EXISTING WATER MAIN OR ABANDON IN PLACE, WHERE APPLICABLE



**AIR PARK DRIVE BRIDGE
UTILITY DEMOLITION PROFILE**

SCALE: 1" = 10' VERT.
1" = 10' HORIZ.

NOTE:
ALL WORK SHOWN ON THIS DRAWING IS FOR INFORMATION ONLY. THIS DRAWING'S SCOPE IS "BY OTHERS" AND EXCLUDED FROM OCSD CONTRACT NO. 2018-01

CONSTRUCTION NOTES

- 1 AFTER DEMOLITION AND REMOVAL OF EXISTING UTILITY PIPING THE TRENCHES REMAINING SHALL BE TEMPORARILY BACKFILLED AND COMPACTED AS REQUIRED, FOR PAVING. SEE DETAIL U-4 AND U4b, SHEET UT-05. REFER TO BRIDGE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 2 EXISTING ELECTRICAL UTILITY, PROTECT IN PLACE.

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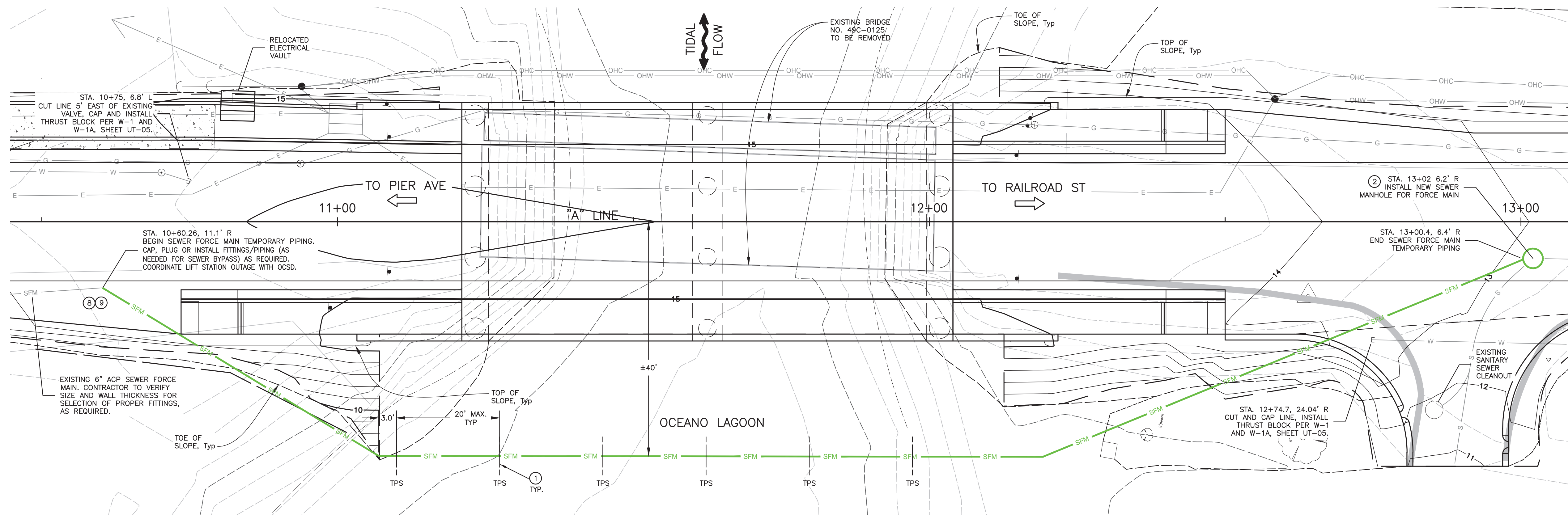
PROJECT: 160111
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REV	DATE	DESCRIPTION	BY	CKD.	APPR
A	7/15/16	ISSUED FOR REVIEW	RH	DG	AL
B	8/25/16	ISSUED FOR APPROVAL	RH	DG	AL
0	6/28/17	ISSUED FOR CONSTRUCTION	RH	DG	AL
1	3/19/18	ISSUED FOR ADDENDUM NO. 1	RH	DG	AL
2	3/19/18	ISSUED FOR ALTERNATE BID BY OCSD	RH	DG	AL

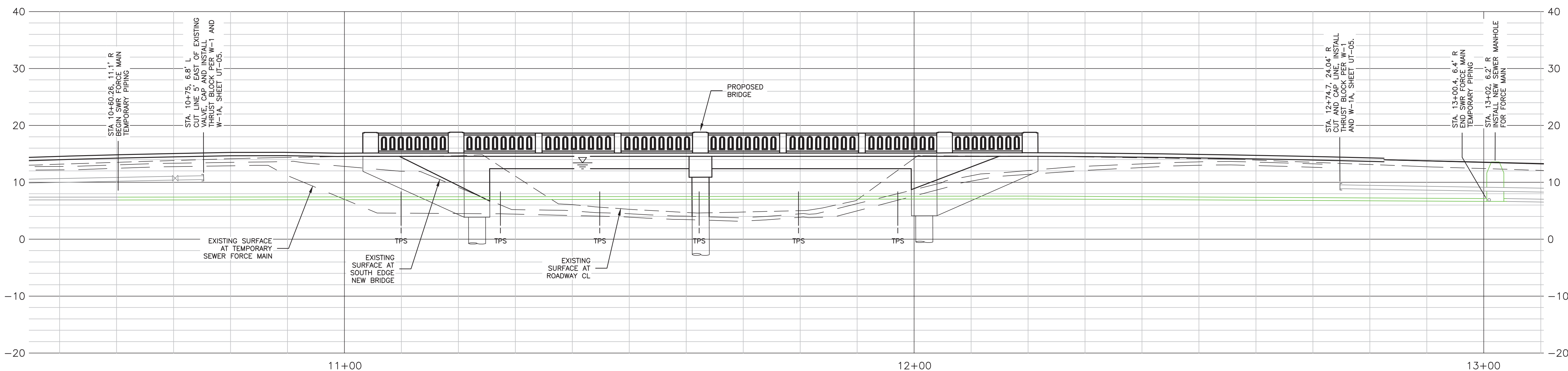
UTILITY DEMOLITION/ABANDONMENT PLAN

AIR PARK DRIVE BRIDGE REPLACEMENT
SAN LUIS OBISPO COUNTY, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
OCEANO, SAN LUIS OBISPO COUNTY, CA

ENGINEER:	DG	DATE:	07/07/2016	SCALE:	AS SHOWN
CO. SURVEYOR:	DPSI, INC.	ORIGINAL DWG NO.:	N/A		
PROJ. MGR.:	AL	NO.:	UT-02	REV.:	
COMPILED BY:	N/A			2	
DOCUMENT TYPE:	UTILITY	CAD FILE NO.:	N/A		



**AIR PARK DRIVE BRIDGE
CONCEPTUAL TEMPORARY UTILITY RELOCATION PLAN**



**AIR PARK DRIVE BRIDGE
CONCEPTUAL TEMPORARY UTILITY RELOCATION PROFILE**

SCALE: 1" = 10' VERT.
1" = 10' HORIZ.

NOTE:
ALL WORK SHOWN ON THIS DRAWING IS FOR INFORMATION ONLY. THIS DRAWINGS SCOPE IS "BY OTHERS" AND EXCLUDED FROM OCSD CONTRACT NO. 2018-01

CONSTRUCTION NOTES

- 1 CONTRACTOR TO ENSURE TEMPORARY FORCE MAIN PIPING IS INSTALLED, RESTRAINED AND SUPPORTED PER MANUFACTURER'S REQUIREMENTS FOR THE CONDITIONS IN THE FIELD.
- 2 INSTALL SEWER MANHOLE PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL S-1, SEE SHEET UT-05.
- 3 CONTRACTOR IS REQUIRED TO DESIGN AND SUBMIT THE FINAL TEMPORARY SEWER RELOCATION PLAN FOR USE DURING CONSTRUCTION. SEE BRIDGE PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 4 TEMPORARY SEWER PIPE MUST BE A MINIMUM 6" NPS AND OF A MATERIAL TYPE APPROVED FOR ABOVE GROUND, TEMPORARY PRESSURE SEWER USE. PIPING SHALL HAVE RESTRAINED JOINTS.
- 5 TEMPORARY SEWER RELOCATION PLAN MUST BE APPROVED BY O.C.S.D. PRIOR TO CONSTRUCTION.
- 6 TEMPORARY SEWER RELOCATION MUST BE CONSTRUCTED WITHIN THE DE-WATERED AREA OF THE LAGOON. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, MONITORING AND PROTECTION OF THE TEMPORARY LINE TO AVOID ANY LEAKS/SPILLS.
- 7 CONTRACTOR TO COORDINATE ANY SEWER LIFT STATION OUTAGES, BYPASS PUMPING, TRUCKING OF SEWAGE, ETC. WITH O.C.S.D. UTILITIES STAFF. A MINIMUM 72 HOUR NOTICE IS REQUIRED FOR OUTAGES.
- 8 INSTALL VALVE PER DETAIL W-3, SHEET UT-05, IF NECESSARY.
- 9 COORDINATE LIFT STATION OUTAGE WITH OCSD UTILITY STAFF. PROVIDE VACTOR TRUCK AS NECESSARY DURING OUTAGE.

**CONCEPTUAL
TEMPORARY UTILITY RELOCATION PLAN**

AIR PARK DRIVE BRIDGE REPLACEMENT		ENGINEER: DG	DATE: 07/07/2016	SCALE: AS SHOWN
SAN LUIS OBISPO COUNTY, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION		CO. SURVEYOR: DPSI, INC.	ORIGINAL DWG NO. N/A	
OCEANO, SAN LUIS OBISPO COUNTY, CA		PROJ. MGR: AL	NO. UT-03	REV. 2
COMPILED BY: N/A	CAD FILE NO. N/A	DOCUMENT TYPE: UTILITY		

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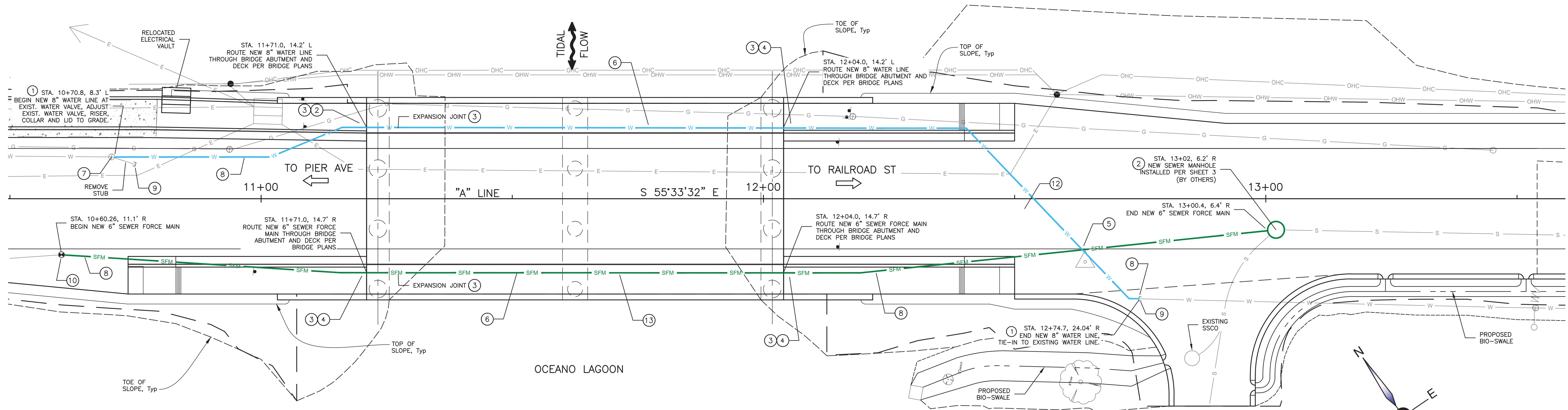
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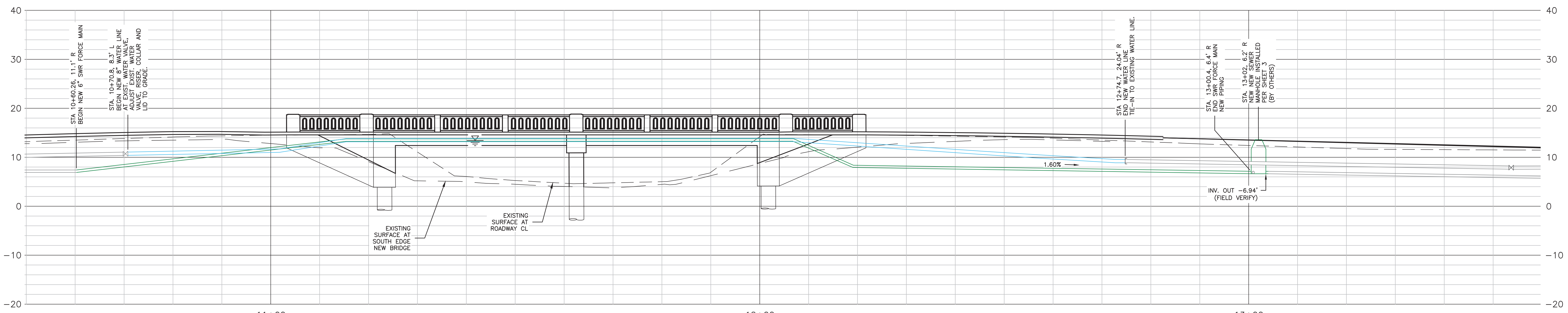
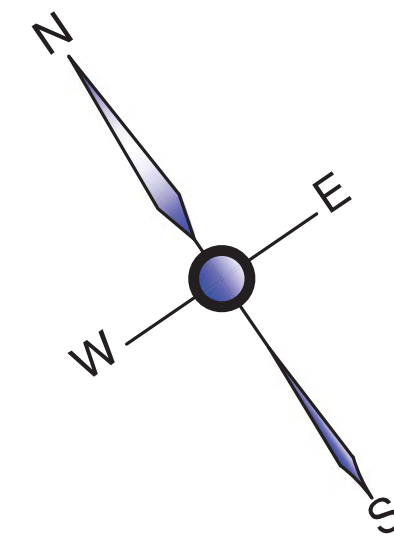
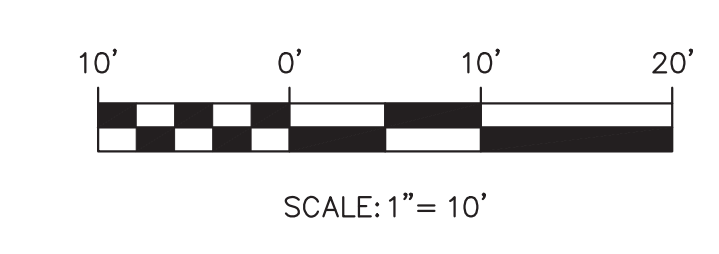


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PLOTED: 2018-03-21



**AIR PARK DRIVE BRIDGE
UTILITY RELOCATION PLAN**

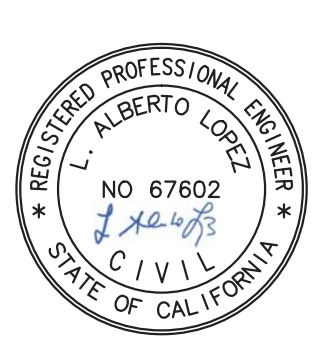


**AIR PARK DRIVE BRIDGE
UTILITY RELOCATION PROFILE**

SCALE: 1" = 10' VERT.
1" = 10' HORIZ.

CONSTRUCTION NOTES

- 1 TIE-IN NEW WATER LINE PER SLO COUNTY REQUIREMENTS AND STANDARD DETAILS.
- 2 INSTALL SEWER MANHOLE PER COUNTY OF SLO STANDARD DETAIL S-1, SEE SHEET UT-05, (BY OTHERS).
- 3 CONTRACTOR TO INSTALL EXPANSION/CONTRACTION/ISOLATION FITTINGS ON WATER AND SEWER LINES AS REQUIRED PER MANUFACTURER'S RECOMMENDATIONS FOR THE BRIDGE CROSSING. PROVIDE DOCUMENTATION FROM PIPING/FITTING MANUFACTURER PRIOR TO INSTALLATION. FITTINGS SHALL BE FLEX-TEND FORCE BALANCED FLEXIBLE EXPANSION JOINTS, OR APPROVED EQUAL.
- 4 TRANSITION FROM PVC TO DUCTILE IRON PIPING BELOW GRADE, PRIOR TO DAYLIGHTING. USE MANUFACTURER RECOMMENDED RESTRAINED JOINT TRANSITION FITTINGS.
- 5 CONTRACTOR TO FIELD VERIFY DEPTHS AND CLEARANCES FOR SEWER AND WATER LINES. ENSURE REQUIREMENTS OF DETAILS U-3, U-3a AND U-3b, SHEET UT-05 ARE MET.
- 6 CONTRACTOR TO RE-INSTALL EXISTING AIR-VAC VALVES. FINAL LOCATION TBD BY O.C.S.D. BASED UPON FIELD CONDITIONS AND CLEARANCES.
- 7 CONTRACTOR TO FIELD VERIFY THAT EXISTING VALVE IS INSTALLED PER DETAIL W-3, SHEET UT-05. IF VALVE IS NOT INSTALLED PER DETAIL W-3, CONTRACTOR SHALL MODIFY EXISTING INSTALLATION TO MEET DETAIL W-3.
- 8 INSTALL PIPING PER DETAILS U-4 AND U-4b, SHEET UT-05 AS CONDITIONS REQUIRE.
- 9 REMOVE TEMPORARY CAP, THRUST BLOCK AND EXIST. PIPING STUB TO VALVE PRIOR TO INSTALLING NEW PIPING.
- 10 REMOVE BYPASS PIPING, FITTINGS, VALVES, ETC. PRIOR TO INSTALLING NEW FORCE MAIN, (BY OTHERS).
- 11 COORDINATE LIFT STATION OUTAGE WITH OCSD UTILITY STAFF. PROVIDE VACTOR TRUCK AS NECESSARY DURING OUTAGE, (BY OTHERS).
- 12 CONTRACTOR TO CLEAN, FLUSH, DISINFECT AND PRESSURE TEST NEW WATER LINE PER SLO COUNTY AND CDPN/AWWA STANDARDS, INCLUDING BAC-T TESTING.
- 13 CONTRACTOR TO CLEAN AND TEST FORCE MAIN AND GRAVITY SEWER MAIN PER SLO COUNTY AND CDPN/AWWA STANDARDS.



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UTILITY RELOCATION PLAN			
AIR PARK DRIVE BRIDGE REPLACEMENT SAN LUIS OBISPO COUNTY, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION OCEANO, SAN LUIS OBISPO COUNTY, CA			
ENGINEER:	DG	DATE:	07/07/2016
CO. SURVEYOR:	DPSI, INC.	SCALE:	AS SHOWN
PROJ. MGR:	AL	ORIGINAL DWG NO.:	N/A
COMPILED BY:	N/A	NO.:	UT-04
DOCUMENT TYPE:	UTILITY	CAD FILE NO.:	N/A
		REV.:	2

