



CITY OF GRIDLEY

BUTTE COUNTY, CALIFORNIA

FORMAL BID DOCUMENTS

FOR

State Route 99 – Waterline Relocation Project
Project Number 24-01
Contract Number 2024-01

Prepared by
City of Gridley, California

July 2024

CITY OF GRIDLEY

**State Route 99 – Waterline Relocation Project
Project Number 24-01**

The Contract Documents have been prepared by me or under my direction for the City of Gridley.



David P. Harden, PE 84216



Approved by:



Ross Pipptt
Public Utility Director
City of Gridley

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NOTICE TO BIDDERS

NOTICE INVITING BIDS: Sealed proposals will be received at the City Hall of the City of Gridley, 685 Kentucky St., Gridley, California, 95948 until 2:00 p.m., August 20, 2024. At that time, all bids will be publicly opened, examined and declared for construction of:

CITY OF GRIDLEY

State Route 99 – Waterline Relocation Project

The work shall consist of the following: Removing the existing 10” asbestos concrete waterline and installing new 12” C-900 PVC pipe for approximately 1,330 linear feet and lowering an existing 10” C-900 pipe segment. The project also includes removal of existing hydrants, installation of new hydrants, and water service line reconnections. The project will occur along the State Route 99 corridor within the City Limits and the State right-of-way.

The City of Gridley will issue a Notice of Award within thirty (30) calendar days after the opening of Proposals. Work shall be completed within ninety (90) calendar days after issuance of the Notice to Proceed by the City.

The contractor is to carefully examine the site of the proposed work and is to make his or her own determination of the scope of the work to be performed, and he or she is to carefully examine all of the Contract Documents. No Prebid meeting will be held.

BID SUBMITTAL REQUIREMENTS: No proposal will be accepted unless it is made on a Proposal forms furnished by the City of Gridley within these Specifications. **To ensure consideration, the Proposal must be enclosed in a sealed envelope, clearly marked BID PROPOSAL which also bears the name of the project and the date and time set for opening of Proposals:**

BID PROPOSAL

City of Gridley

State Route 99 – Waterline Relocation Project

August 20, 2024, 2:00 pm

No Proposal will be accepted from a contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code.

Contractor shall obtain a Business License from the City of Gridley prior to commencing any work within the City Limits of the City of Gridley.

Please direct any project questions to Dave Harden, at dharden@ben-en.com **no later than 7 calendar days before bid opening.**

PREVAILING WAGES: Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the applicable prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful bidder shall post a copy of such determination at the job site.

NOTICE TO BIDDERS

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Class A license or a combination of license classes required for all work at the time this contract is awarded.

This Project is subject to labor compliance oversight by the Department of Industrial Relations, Division of Labor Standards Enforcement, Compliance Monitoring Unit (CMU). The successful bidder must comply with the CMU requirements under subchapter 4.5 of chapter 8 of title 8 of the California Code of Regulations. In bidding on this project, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

APPRENTICESHIP STANDARDS: In accordance with the provisions of Part 7, Chapter 1, Article 2, Section 1777.5 of the Labor Code of the State of California, the prime contractor shall be responsible for fully complying with the provisions of this Section, as well as any regulations adopted by the Director of Industrial Relations, for all apprentice crafts or trades, and shall also assure compliance by his or her sub-contractors with respect to such apprentice crafts or trades.

BIDDER'S INFORMATION: Formal Bid Documents, including Plans and Specifications, are available for inspection and may be obtained at the City Hall of the City of Gridley, 685 Kentucky St., Gridley, California or on the City website, (<http://gridley.ca.us/our-community/public-notices/>). There is no charge for the viewing of Formal Bid Documents in-person or online. The Formal Bid Documents can also be viewed at the Valley Contractors Exchange website, <https://vceonline.com/>, charges may apply.

NOTICE TO BIDDERS

NOTICE OF AWARD: A Notice of Award, if issued, will be issued to the lowest responsible bidder as determined by the City. The City reserves the right, in its sole discretion, to reject any and all bids for any reason whatsoever, or to waive minor irregularities in any bid, and to accept any bid.

INSURANCE AND BONDS REQUIRED: The successful bidder to whom the Contract is awarded will be required to furnish appropriate insurance certificates as required by the General Conditions and the Technical Specifications. He or she shall also furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total Contract amount and a Faithful Performance Bond in the amount equal to one hundred percent (100%) of the total Contract amount, with a corporate surety approved by the City of Gridley.

PAYMENT OF RETENTION AND SUBSTITUTION OF SECURITIES: Five percent (5%) will be withheld from each progress payment made to the Contractor for work performed and will be held until completion of the work, its acceptance and the expiration of the period provided by law for filing of liens by laborers or materialmen. In accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

INSTRUCTION TO BIDDERS

A. INTRODUCTION

Each Proposal shall be in accordance with the Formal Bid Documents prepared by the **City of Gridley, 685 Kentucky Street, Gridley, CA 95948**. Formal Bid Documents are available as specified in the Notice to Bidders.

B. DEFINITION OF TERMS

1. **FORMAL BID DOCUMENTS:** The Formal Bid Documents consist of the Notice to Contractors, Instructions to Bidders, Proposal, General Conditions, Technical Specifications, Plans, and any Addenda.
2. **CONTRACT:** If the Owner accepts an Formal bid, the contract will be executed and a Notice of Award will be issued.
3. **OWNER, CONTRACTOR AND ENGINEER:** The Owner, the Contractor and the Engineer are those mentioned as such in the General Conditions. They are treated throughout the Formal Bid Documents as if each were of the singular number and the masculine gender.
4. **BIDDER:** Any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
5. **PROPOSAL:** The offer of a Bidder for the work when made out and submitted on the prescribed Proposal form, properly signed and guaranteed.
6. **PROPOSAL GUARANTEE:** No proposal guarantee will be required for this project.
7. **START OF CALENDAR DAYS FOR CONSTRUCTION:** The date on which the Owner issues a Notice to Proceed.
8. **DAYS:** Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.
9. **WORK:** The term "work" means all the work specified, indicated, shown or contemplated in the Formal Bid Documents, including all alterations, amendments or extensions thereto made by Change Order or other written orders by the City.
10. **SPECIFICATIONS:** The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions and Technical Specifications. Where Standard Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Formal Bid Documents.
11. **PLANS:** The term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Formal Bid Documents or bound in separate sets and are a part of the Formal Bid Documents regardless of the method of binding.

INSTRUCTION TO BIDDERS

C. PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must be submitted on the forms bound in the formal Bid Documents and must be wet signed by the Bidder or their authorized representative. Any corrections to the entries made on the Proposal forms must be initialed by the person signing the Proposal.

Bidders must bid on all items appearing on the Proposal form, unless specific directions allow for partial bids. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Proposal.

Proposals or modifications shall be submitted to the city by the date and time specified by hardcopy. No electronic or fax submittals will be accepted. Modifications to Proposals already submitted will be allowed if received in writing prior to the time fixed in the Notice to Contractors for opening of Proposals. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised. The sealed envelope containing the Proposal shall be directed to and filed at

**Carmen Santana
City of Gridley
685 Kentucky Street
Gridley, CA 95948**

Proposals received after the time indicated will be returned unopened.

D. WITHDRAWAL OF PROPOSALS

Any bidder may withdraw their Proposal, either personally or by facsimile or written request at any time prior to the scheduled closing time for receipt of bids. Negligence on the part of the bidder in preparing their bid shall not constitute a right to withdraw their bid subsequent to the bid opening.

F. ADDENDA AND EXPLANATIONS TO BIDDERS

Any request for explanation or interpretation of the Formal Bid Documents must be made in writing at least seven (7) calendar days before the time set for opening of Proposals. Any explanation or interpretation will be made in the form of Addenda to the Formal Bid Documents and shall be furnished to all Bidders. Bidders shall submit signed copies of all Addenda with their Proposals. Oral explanations and interpretations will not be binding.

G. DISCREPANCIES

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

INSTRUCTION TO BIDDERS

H. ACCEPTANCE OR REJECTION OF PROPOSALS

The Owner reserves the right to reject any or all Proposals and to waive any informality in any Proposal.

The issuance of a Notice of Award will be for the Proposal that complies with the requirements of the Formal Bid Documents within fifteen (15) calendar days after the opening of Proposals. It is expected the contractor will be able to procure the required insurance certificates quickly.

E. BONDS

A Bid Bond is not required for this Project.

F. BID SUBMITTAL DOCUMENT LIST

Contractor shall be responsible for reading the construction documents (Specifications and Drawings), and for a site condition review. Contractor shall fill out completely, sign and date the entire list of forms and shall include them with the submitted bid.

Item	Title	Pages
1	Proposal	P-1,P-2
2	List of Subcontractors	LSC-1
3	Public Contract Code (Sec. 10285.1, 10162, 10232, Non-collusion Affidavit -7106, Debarment and Suspension Certification, Certification of Labor Code Sec. 1861, Equal Employment Opportunity Certification	PCC-1,PCC-2,PCC-3, PCC-4, PCC-5
4	All Addenda (if applicable)	
5	Copies of all required Certifications, References, and Proof of Knowledge and Ability to Perform, for all of the work herein prescribed.	

Bid Proposal shall be submitted in a sealed envelope, clearly marked "BID PROPOSAL" and shall also bear the name of the project and date and time set for opening of Bid, refer to Notice to Bidders page NTB-1 and NTB-2.

Note: It is not necessary to submit the entire set of specifications, only the ones listed above. Please keep the remainder of set for your information.

BID SCHEDULE

**CITY OF GRIDLEY
STATE ROUTE 99 – WATERLINE RELOCATION PROJECT**

BID SCHEDULE			
<p>This work shall consist of the following: Mobilization and Demobilization, traffic control, removal of the existing waterline and appurtenances, installation of a new waterline and appurtenances, connections to existing water services, and all other work as shown on the Plans and Specifications for a complete and total job.</p>			
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>
1	Mobilization and Demobilization	LS	1
2	Traffic Control and Encroachment Permit	LS	1
3	Water Pollution Control Plan	LS	1
4	Remove Existing Fire Hydrant Assembly	EA	4
5	Remove Existing Water Line (PVC)	LF	50
6	Remove Existing Water Line (AC)	LF	1,350
7	Install new Fire Hydrant Assembly	EA	3
8	Install 8" Resilient Gate Water Valve	EA	1
9	Install 12" Resilient Gate Water Valve	EA	6
10	Install 12" C-900 PVC Water Main	LF	1,330
11	Install 10" C-900 DIP Water Main	LF	40
12	Reconnect Water Services	EA	17

It is the intent to provide all labor, materials, and equipment necessary for complete construction of the new pipeline and its connection to the existing sewer system.

PROPOSAL

TO: CITY OF GRIDLEY

The undersigned declares that they have carefully examined the location of the proposed work and that they have examined the Informal Bid Documents entitled:

**CITY OF GRIDLEY
STATE ROUTE 99 – WATERLINE RELOCATION PROJECT**

They propose to furnish all labor, materials, tools, and equipment and to perform all the work necessary to construct the improvements complete in place in accordance with the Formal Bid Documents, plans and specifications and that they will take in full payment therefor the following prices, to wit:

BID PROPOSAL					
This work shall consist of the following: Mobilization and Demobilization, traffic control, removal of the existing waterline and appurtenances, installation of a new waterline and appurtenances, connections to existing water services, and all other work as shown on the Plans and Specifications for a complete and total job.					
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Mobilization and Demobilization	LS	1	\$.	\$.
2	Traffic Control and Encroachment Permits	LS	1	\$.	\$.
3	Water Pollution Control Plan	LS	1	\$.	\$.
4	Remove Existing Fire Hydrant Assembly	EA	4	\$.	\$.
5	Remove Existing Water Line (PVC)	LF	50	\$.	\$.
6	Remove Existing Water Line (AC)	LF	1,350	\$.	\$.
7	Install new Fire Hydrant Assembly	EA	3	\$.	\$.
8	Install 8" Resilient Gate Water Valve	EA	1	\$.	\$.
9	Install 12" Resilient Gate Water Valve	EA	6	\$.	\$.
10	Install 12" C-900 PVC Water Main	LF	1,330	\$.	\$.
11	Install 10" C-900 DIP Water Main	LF	40	\$.	\$.
12	Reconnect Water Services	EA	17	\$.	\$.
TOTAL BID AMOUNT				\$.	

PROPOSAL

BID TOTAL (IN WORDS)= _____

The undersigned further declares, under the penalty of perjury under the laws of the State of California, that in 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; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned further declares that he is a licensed Contractor in the State of California, and that the license which he holds is of the class required to perform the specified work.

Contractor's License Number: _____

Signature of Bidder: _____

Bidder's Name: _____

Business Address: _____

Bidder's Telephone: _____

Dated: _____

Note: *If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partners authorized to sign Contracts in behalf of the co-partnership; and if Bidder is an individual, his signature shall be placed above. 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 on file with the Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.*

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing 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. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

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

Public Contract Code 10232 Statement

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

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

Non-collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of GRIDLEY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares under penalty of perjury that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by a federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exception will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CERTIFICATION
[CALIFORNIA LABOR CODE SECTION: 1861]

STATE OF CALIFORNIA)
) ss
COUNTY OF BUTTE)

I, the undersigned, do hereby certify:

That I am aware of the provision of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that section, and I will comply with such provision before commencing the performance of the work of this Contract.

Executed at _____

on the _____ day of _____ 20 _____

I certify under penalty of perjury that the foregoing is true and correct.

Signature of Contractor-Employer

Print name signed above

Title

Company Name

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has _____, has not _____, participated in a previous contract or subcontract subject
to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that,
where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal
Contract Compliance, a Federal Government contracting or administering agency, or the former
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing
requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.07(b)(1) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

LIST OF SUBCONTRACTORS

Each Bidder shall list below the Name and Business Address of each Subcontractor who will perform work under this Contract in excess of one-half of one percent of the total amount shown in the Proposal and shall also list the portion of the work which will be done by said Subcontractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Contractor must include in the bid package a list of all subcontractors who will perform work on the job site, including the portion of work, subcontractor name, location of business, California State Contractor’s License Number, and DIR Registration number.

Portion of Work	Subcontractor	Location of Business	CSLB License Number	DIR Registration Number

NOTES:

1. Contractor shall attach additional copies as needed.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into on the date below written, by and between, **CITY OF GRIDLEY, CALIFORNIA, A MUNICIPAL CORPORATION**,

685 Kentucky Street, Gridley, California, 95948, hereinafter called the **“OWNER”** or **“CITY”**,

and _____,

hereinafter called the **“CONTRACTOR”** or **“PRINCIPAL”**.

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools, and equipment and to perform all the work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents entitled:

**CONTRACT DOCUMENTS FOR
STATE ROUTE 99 – WATERLINE RELOCATION PROJECT**

The Contract Documents have been prepared by the **City of Gridley** and are hereby incorporated in and made a part of this Contract.

ARTICLE II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept said following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the City under it, to wit:

As shown on the Bid attached hereto and incorporated herein.

ARTICLE III. The Owner shall make payments on the account of the Contractor as specified in the General Conditions.

ARTICLE IV. The Contractor shall commence work within seven (7) calendar days from receipt of the Notice to Proceed and shall diligently prosecute the same to completion within ninety (90) calendar days from receipt of the Notice to Proceed.

FORM OF CONTRACT

ARTICLE V. The Contractor shall guarantee all of their work against defective material or faulty workmanship for a period of one (1) year after the date of acceptance of the work by the Owner or as otherwise stated in the specifications.

The Contractor shall repair or replace to the satisfaction of the City any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees.

ARTICLE VI. The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the City and their consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of their work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or their agents, employees, representatives, or subcontractors, or their subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated hereunder, insurance in their favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as specified in the General Conditions and in the Technical Specifications.

ARTICLE VII. Contractor acknowledges that State Labor Law requires the payment of prevailing wages and the maintenance of certain payroll records and other requirements as specified in the General Conditions and the Labor Code. Contractor agrees that these requirements shall be incorporated into all of their subcontracts.

ARTICLE VIII. Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to

FORM OF CONTRACT

become due to him hereunder, nor utilize any subcontractors, other than those set forth in the List of Subcontractors, without the previous written consent of the Owner.

ARTICLE IX. Contractor is an independent contractor in the performance of this contract and is not an employee or agent of the Owner. The Owner has no direct obligation to any officers, agents, employees or subcontractors of the Contractor and such individuals shall not be entitled to claim direct payment of salaries nor seek employment benefits from the Owner.

ARTICLE X. Contractor warrants that they is duly and properly licensed to perform and provide the services contemplated by this Contract. Contractor shall possess all required licenses, including a local business license and shall require subcontractors and suppliers to be similarly licensed with regard to performance under this Contract.

ARTICLE XI. The Contractor shall maintain records relating to their performance of this Contract which shall be available for audit and/or inspection for a period of three (3) years after Contractor completes performance of the Contract or the Contract is otherwise terminated.

ARTICLE XII. Any Notices given pursuant to this Contract must be in writing and given either by personal delivery or by United States Mail, postage prepaid, addressed as follows:

OWNER:

**City of Gridley
Attn: Elisa Arteaga
City Administrator
685 Kentucky Street
Gridley, CA 95948**

CONTRACTOR:

Company Name

Attn/Title

Address

City/State/Zip

ARTICLE XIII. The Owner may terminate this Contract, without cause, upon giving of five (5) days written notice to Contractor. In the event of termination without cause, Contractor shall be compensated for services performed and materials furnished on an equitable basis through the date of termination.

ARTICLE XIV. California Law governs the interpretation and enforcement of this Contract.

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ARTICLE XV. This Contract embodies the entire agreement between the parties. There are no oral agreements. No amendment to this Contract shall be valid unless in writing, executed by both parties to this Contract. The language of this Contract governs against any conflicting language or terms contained in any attachment, exhibit or scope of work.

ARTICLE XVI. Neither the acceptance of work nor payment for that work shall constitute a waiver of any provisions of this Contract. A waiver of any breach shall not constitute a waiver of any other provision or subsequent breach.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

CITY OF GRIDLEY

Date

Elisa Arteaga
City Administrator
City of Gridley

Anthony E Galyean, Esq.
City of Gridley

CONTRACTOR

Date

Principal

Signature

Print or type name signed above

Title

FORM OF CONTRACT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The City Council of the City of Gridley, State of California, and

_____ (hereinafter

designated as "**PRINCIPAL**") have entered into an agreement whereby principal agrees to install and

complete certain designated public improvements, which said agreement, dated _____,

2024, and identified as project

STATE ROUTE 99 — WATERLINE RELOCATION PROJECT

Is hereby referred to and made a part hereof; and,

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____ as

surety, are held and firmly bound unto the City of Gridley (hereinafter called "**CITY**"), in the penal

sum of _____ dollars

(\$ _____) (which amount is not less than one hundred percent (100%) of the

Contract price) lawful money of the United States, for the payment of which sum well and truly to be

made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally,

firmly by these presents.

The condition of this obligation is such that if the above bounded principal, their or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in

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any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

The surety's obligations to the City arise immediately upon the default of the principal, without demand or notice.

In the event the principal defaults in the performance of its obligations, the surety may elect, either directly or through appropriate contractors to perform in the place of the principal. If the surety elects to proceed in this fashion, it shall provide written notice of such election to the City within thirty (30) days after surety becomes aware of the principal's default. If the surety elects to complete the obligations of the principal (as opposed to paying money damages to the City occasioned by such breach) the surety shall cause the obligations of the principal to be performed as soon as is reasonably possible, but in no event later than nine (9) months following knowledge of the breach by the principal. In the event the surety elects to perform the principal's obligations, the City shall be entitled to compel the surety, by way of specific performance, to perform such obligations.

If the surety does not elect to perform the principals' obligations, the surety shall deposit with the City a sum equal to the cost of the uncompleted portion of the work which comprises the principal's obligation. The City shall determine the estimated cost of the uncompleted portion of the work and the surety shall make such deposit with the City within five (5) days of receipt of the City's estimate. The City shall not be required to expend any of its own funds to complete the work nor to incur "out-of-pocket" damages inasmuch as the City's damages are measured by the value of its unfulfilled right, namely the cost of completing the obligations of the principal by installing the bargained-for improvements. Upon deposit of the estimated cost of completion with the City, the City may proceed to bid the remainder of the work as a public project pursuant to the Public Contracts Code and the surety shall be obligated to continue to deposit such additional sums as may be necessary from time-to-time until the improvements are complete and accepted by the City or until the surety has exhausted the penal sum of the bond. Should the surety deposit more funds than are necessary to satisfy the principal's obligation, then the City shall refund any balance remaining upon final acceptance of the improvements. No interest shall be paid on any deposits made with the City.

Underwriting assumptions and cost estimates of the Surety shall not have any bearing, whatsoever, on the Surety's liability under this bond. By way of example, if, when making underwriting decisions regarding issuing this bond, a cost estimate was prepared regarding the principal's obligations to the City, the fact that an item was omitted from the cost estimate (which item was an obligation of the

FORM OF CONTRACT

principal to the City), shall in no way defeat or diminish the Surety's obligation to the City with respect to this omitted item. By way of further example, if the underwriting decision to issue this bond included a cost estimate of items and a particular item was estimated at a cost significantly less than the amount actually required to perform such item, this fact shall in no way defeat or diminish the Surety's obligation to the City. Namely, the Surety shall be obligated, to the full amount of the penal sum of the bond, with respect to all matters which are the principal's obligation to the City, whether such items are actually included in any cost estimate (or it so included, are estimated at a cost far less than the actual cost to perform such items).

Likewise, the adequacy and amount of any premium (and whether or not such premium was sufficient for the risk assumed by Surety) shall have no bearing on Surety's absolute and unconditional obligation to the City upon the principal's default of its obligations under this bond.

FORM OF CONTRACT

IN WITNESS WHEREOF, the instrument of this **PERFORMANCE BOND** has been duly executed by the principal and surety above named, on

Signed and sealed this _____ day of _____ 20 _____

ATTEST:

	_____ Principal
	By _____
_____ (Principal Secretary)	
_____ (Witness as to Principal)	_____ (Address)
_____ (Address)	

ATTEST:

	_____ Surety
	By _____
_____ (Surety Secretary)	_____ Attorney-in-Fact
_____ (Witness as to Surety)	_____ (Address)

NOTES:

1. If Contractor is a Partnership, all partners should execute the bond.
2. Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The City Council of the City of Gridley, State of California, and

_____ (hereinafter

designated as "**PRINCIPAL**") have entered into an agreement whereby principal agrees to install and

complete certain designated public improvements, which said agreement, dated _____,

2024, and identified as project

STATE ROUTE 99 – WATERLINE RELOCATION PROJECT

is hereby referred to and made a part hereof; and,

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient Payment Bond with the City of Gridley to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Gridley and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ dollars (\$ _____) (which amount is not less than one hundred percent (100%) of the Contract price) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein *rendered*, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement 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.

FORM OF CONTRACT

IN WITNESS WHEREOF, the instrument of this **PAYMENT BOND** has been duly executed by the principal and surety above named, on

Signed and sealed this _____ day of _____ 20 _____

ATTEST:

	_____ Principal
	By _____
_____ (Principal Secretary)	
	_____ (Address)
_____ (Witness as to Principal)	
	_____ (Address)
_____ (Address)	

ATTEST:

	_____ Surety
	By _____
_____ (Surety Secretary)	_____ Attorney-in-Fact
	_____ (Address)
_____ (Witness as to Surety)	

NOTES:

1. If Contractor is a Partnership, all partners should execute the bond.
2. Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

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A. SCOPE OF THE WORK

A.1 INTENT: The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Formal Bid Documents. Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the project in a satisfactory and workmanlike manner.

A.2 CHANGES IN THE WORK: The Owner reserves the right to make changes in the work, including alterations, additions, deductions and omissions, and to require extra work, all as may be deemed necessary by the City. All such changes will be done under Change Order which shall set forth the work to be done or the changes to be made, the value of the work or the method by which it will be determined and the change, if any, in the time of completion of the work.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By unit prices named in the Proposal or subsequently agreed upon.
- (b) By estimate and acceptance in an agreed upon lump sum.
- (c) By Force Account as provided for in Article F.4.

If none of the above methods is agreed on, or if the work is to be done by Force Account, the Contractor shall keep and present in the form prescribed in Article F.5 a correct account of the net cost of the labor and materials actually incorporated in the work.

Upon receipt of a Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the City, the Contractor shall proceed with the work so ordered prior to actual receipt of a Change Order. A Change Order executed by the Contractor and approved by the City is an executed Change Order as that term is used in Articles A.3 through A.5.

A Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Change Order which They have not executed, They shall submit a written protest to the City within five (5) calendar days after the receipt of such Change Order. The protest shall state the points of disagreement, Specification references, and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as set forth in the Change Order and such payment shall constitute full compensation for all work included therein or required thereby. Such un-protested Change Orders will be considered as executed Change Orders as that term is used in Articles A.3 through A.5.

Where the protest concerning a Change Order relates to compensation, the compensation payable for all work specified or required by said Change Order to which such protest relates will be determined as provided in Articles A.3 through A.5. The Contractor shall keep full and complete records of the cost of such work and shall permit the City to have access thereto as may be necessary to assist in the determination of the compensation payable for such work.

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Where the protest concerning a Change Order relates to the adjustment of time of completion of the work, the time to be allowed therefore will be determined as provided in Article B.3.

A.3 INCREASED OR DECREASED QUANTITIES: Increases or decreases in the quantity of a Proposal item of work will be determined by comparing the total pay quantity of such item of work with the quantity shown in the Proposal for the same item of work.

If the total pay quantity of any item of work required varies from the Proposal quantity therefore by twenty five percent (25%) or less, payment will be made for the quantity of work performed at the Proposal unit price, unless eligible for adjustment pursuant to Article A.4.

If the total pay quantity of any item of work varies from the Proposal quantity therefore by more than twenty five percent (25%), in the absence of an executed Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Articles A.3.a., A.3.b., or A.3.c. herein, as the case may be.

A.3.a. Increase of more than twenty five percent (25%): Should the total pay quantity of any item of work exceed the Proposal quantity by more than twenty five percent (25%), the work in excess of one hundred and twenty five percent (125%) of the Proposal quantity (if not covered by an executed Change Order specifying the compensation) will be paid for by adjusting the Proposal unit price, or at the option of the City, payment for the work involved in such excess will be made on the basis of Force Account as provided in Article F.4.

The Contractor's fixed costs which have been distributed over the Proposal quantity will be deemed to have been recovered by the Contractor from the payments made for one hundred and twenty five percent (125%) of the Proposal quantity and will be excluded from the adjusted unit price.

A.3.b. Decrease of more than twenty five percent (25%): Should the total pay quantity of any item of work be less than seventy five percent (75%) of the Proposal quantity, the quantity performed (unless covered by an executed Change Order specifying the compensation) will be paid for by adjusting the Proposal unit price, or at the option of the City, payment for the quantity of the work of such item performed will be made on the basis of Force Account as provided in Article F.4.

The Contractor's fixed costs which have been distributed over the Proposal quantity will be redistributed over the pay quantity in determining the adjusted unit price.

The total payment for the final quantity of such item of work will in no case exceed the payment which would be made for the performance of seventy five percent (75%) of the Proposal quantity at the original Proposal unit price.

A.3.c. Deleted items: Should any item of work be deleted in its entirety (in the absence of an executed Change Order covering the deletion), payment will be made to the Contractor for actual and direct costs, excluding overhead and profit, incurred prior to the date of notification in writing by the City of the deletion, except as provided for costs of handling materials.

If acceptable material is ordered by the Contractor for the deleted item prior to the date of notification of the deletion by the City, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor, excluding overhead and profit. In such case, the material paid for shall

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become the property of the Owner and the cost of any further handling will be paid for as extra work as provided in Article A.5. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for charges made by the vendor for returning the material, excluding any markup for overhead and profit to the Contractor. The cost of handling returned material will be paid for as extra work as provided in Article A.5.

A.4 CHANGES IN CHARACTER OF WORK: If an ordered change in the Plans or Specifications materially changes the character of the work of a Proposal item from that on which the Contractor based their Proposal price and increases or decreases the actual unit cost of the changed item, an adjustment in compensation therefore will be made. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the City, the work of said item or portion of said item which is changed in character will be paid for by Force Account as provided in Article F.4.

Failure of the City to recognize a change in character of the work at the time the Change Order is issued shall in no way be construed as relieving the Contractor of their duty and responsibility of filing a written protest within the five (5) day limit.

A.5 HAZARDOUS MATERIALS: Projects which include excavations deeper than four feet are subject to the provisions of Public Contracts Code Section 7104, which addresses the discovery of hazardous materials in connection with any excavation which may be required. That section provides:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

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

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

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

(b) That the Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractors cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in the General Conditions.

(c) That, in the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractors cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Formal Bid Documents, but shall proceed with all work to be performed. The Contractor shall retain any and all rights provided by law which pertain to the resolution of disputes and protests between the parties.

A.6 EXTRA WORK: New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by any of the various items for which there is a Proposal price or by combinations of such items. In the event portions of such work are determined by the City to be covered by some of the various items for which there is a Proposal price or combination of such items,

GENERAL CONDITIONS

the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Specifications.

The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of a Change Order or other written order from the City, and without a Change Order or other written order of the City, They shall not be entitled to payment for such extra work. Where such extra work is ordered by a written order other than a Change Order, the City will, as soon as practicable, issue a Change Order. The provisions in Article A.2 shall be fully applicable to the subsequently issued Change Order. Payment for extra work required to be performed pursuant to the provisions of this section, in the absence of an executed Change Order, will be made by Force Account as provided in Article F.4, or as agreed to by the Contractor and the City.

A.7 GUARANTEE: The Contractor shall guarantee all of their work against defective material or faulty workmanship for a period of one (1) year after the date of formal acceptance of the work by the Owner, unless otherwise stated in the specifications.

The Contractor shall repair or replace to the satisfaction of the City any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The acceptance of a Notice of Award by the Contractor shall constitute execution of the above guarantees.

B. PROGRESS AND COMPLETION OF THE WORK

B.1 PROGRESS OF THE WORK AND TIME OF COMPLETION: The Contractor shall begin work within seven (7) calendar days after receipt of a Notice to Proceed. They shall diligently prosecute the same to completion within the number of days set forth in the Form of Contract.

B.2 LIQUIDATED DAMAGES: It is agreed by the parties that in case all work called for in the Formal Bid Documents is not completed within the number of days specified in the Form of Contract, damage will be sustained by the Owner; and it is further agreed that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damage which the Owner will sustain by the delay. It is therefore agreed that the Contractor will pay to the Owner the sum of one thousand five hundred dollars (**\$1,500.00**) per calendar day for each and every calendar day delay in finishing the work. The Contractor agrees to pay said liquidated damages and further agrees that the Owner may deduct the amount thereof from the monies due or to become due the Contractor for this project.

It is further agreed that if the work called for in the Formal Bid Documents is not completed within the number of days specified in the General Conditions, the Owner shall have the right to increase the number of days or not, as They decides will best serve their interest. If the Owner decides to increase the number of calendar days, They shall further have the right to charge the Contractor, their heirs,

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assigns, or sureties, and to deduct from the final payment for the work, all or any part, as They may deem proper, of the actual cost of inspection, superintendence, and other overhead expenses which are directly chargeable to the Project and which accrue during the period of such extension, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges.

B.3 DELAYS AND EXTENSIONS OF TIME: The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering, inspection, superintendence and other overhead expenses during any delay beyond the time named for the completion of the work caused by an act of God or by the public enemy, acts of the Owner, fire, floods, epidemics, quarantine restrictions, strikes, unusual shortage of materials and freight embargoes. In the event of such delay, the Contractor shall notify the City in writing of the causes of delay within five (5) calendar days from the beginning of such delay, and their findings thereon shall be final.

B.4 PROGRESS SCHEDULE AND ORDER OF COMPLETION: Within seven (7) calendar days after receipt of a Notice of Award, the Contractor shall submit to the City a progress schedule showing a breakdown of the work into at least all of its major items and showing the proposed dates of starting and completing these items of work per time specified in the General Conditions. This schedule shall also conform to the requirements for completion of portions of the work as may be specified in the General. The Contractor shall review and, if necessary, revise the progress schedule at least once a month and in any event shall submit a current schedule to the City at their request at any time during the project construction. The schedule shall be updated and revised within five (5) working days of the Engineer's written request at any other time. The schedule shall show the order of work by task and the "critical path", or the series of tasks, which control the project completion, date, with respect to equipment, material, or labor. Delays and other changes to the schedule, which have no impact on the critical path, shall not be considered for contract time extensions. The Contractor shall make no claim for damages resulting from the delay of an "early" completion schedule.

C. CONTROL OF THE WORK

C.1 ASSIGNMENT: Neither party shall assign the work or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due to him hereunder, without the previous written consent of the Owner.

C.2 ANTITRUST CLAIMS ASSIGNMENT: To the extent this project constitutes a 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 Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment is made and becomes effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

C.3 RIGHTS OF VARIOUS INTERESTS: Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by the Formal Bid Documents, the respective rights of the various interests involved shall be established by the City, to secure the completion of the various portions of the work in general harmony.

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C.4 SEPARATE CONTRACTS: The Owner reserves the right to let contracts and/or authorize other work in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate their work with theirs.

If any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable. Their failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of their work except as to defects which may later develop in the other contractor's work. In addition, the Contractor shall measure work already in place and shall immediately report to the City any discrepancy between the executed work and that shown on the Plans.

C.5 SUBCONTRACTS: No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and They will be held responsible for their work, which shall be subject to the provisions of the Formal Bid Documents. Nothing contained in the Formal Bid Documents shall create any contractual relation between any subcontractor and the Owner.

C.6 FORMAL BID DOCUMENTS: The various parts of the Formal Bid Documents, as defined in the Instructions to Bidders, are complementary and a requirement stated in one is as binding as though stated in all. They are intended to be cooperative and to describe and provide for a complete work.

In the event of conflict between the Instructions to Bidders and the General Conditions, the General Conditions shall govern. In the event of conflict between the Plans and the Technical Specifications, the Technical Specifications shall govern, except that where items are shown on the Plans and are not specifically included in the Technical Specifications, the Plans shall govern.

C.7 CITY'S AUTHORITY: The City is the representative of the Owner and has full authority to interpret the Formal Bid Documents, to enforce the requirements thereof and to decide questions which arise during the course of the work. They has authority to stop the work whenever such stoppage may be necessary to insure the proper completion of the project. They shall also have authority to reject all work and materials which do not conform to the Formal Bid Documents.

If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, or to improve their character, or to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the City to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of their obligation to secure the quality of work and the rate of progress necessary to complete the work in accordance with the Formal Bid Documents.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work.

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C.8 INSPECTION OF WORK: The City and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications or the City's instructions require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspection by the City will be made promptly. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense.

The inspection of the work or materials shall not relieve the Contractor of any of their obligations to complete the project as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials may have been previously inspected by the City or that payment therefore has been included in a progress estimate.

Re-examination of questioned work may be ordered by the City and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Formal Bid Documents, the Owner will pay the cost of re-examination and replacement. If such work is not found to be in accordance with the Formal Bid Documents, the Contractor shall pay such cost.

Projects financed in whole or in part with State or federal funds shall be subject to inspection at all times by the State or federal agency involved. Where any part of the work is being done under an encroachment permit or building permit, or is subject to State, County or municipal codes, laws or ordinances, representatives of the governing agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws or ordinances. If advance notice of the readiness of the work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

C.9 SUPERINTENDENCE: The Contractor shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the project. During periods when work is suspended, arrangements acceptable to the City shall be made for any emergency work which may be required.

Whenever the Contractor or their authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the City, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the City, not otherwise required by the Formal Bid Documents to be in writing will, on request of the Contractor, be given or confirmed by the City in writing.

C.10 CHARACTER OF WORKMEN: If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the City or shall appear to the City to be incompetent or to act in a disorderly or improper manner, They shall be removed immediately on the requisition of the City, and such person shall not again be employed on the work.

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The Contractor shall at all times enforce strict discipline and good order among their employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Neither party shall employ or hire any employee of the other party without their consent.

C.11 PLANS, SPECIFICATIONS, AND INSTRUCTIONS: Unless otherwise provided in the General Conditions, the City will furnish to the Contractor, free of charge, all copies of Plans and Specifications reasonably necessary for the execution of the work. They will also furnish with reasonable promptness additional instructions, either as supplemental drawings or otherwise, as may be necessary for the proper execution of the work. The Contractor shall keep one copy of all Plans and Specifications, including any Addenda and Change Orders, on the work in good order available to the City and their representatives.

Should the Contractor be in doubt as to the meaning of any provision in the Plans and Specifications, or should They find any errors or omissions therein, or should They find any errors or omissions in the layout or staking, They shall immediately notify the City. The City will promptly investigate and will furnish the Contractor with any additional instructions as may be required.

Unless otherwise noted in the General Conditions, upon completion of all project work, the Contractor shall provide the City with one complete set of Plans and Specifications with all "As Built" changes or modifications marked and annotated.

C.12 PERMITS AND REGULATIONS: Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained by the Contractor at their expense. Unless otherwise specified in the Technical Specifications, permits and licenses for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner. Copies of any permits and licenses which are obtained by the Owner will be on file at their office and will be available for inspection by the Contractor. The Contractor shall acquaint himself with, and abide by, any requirements of these documents. The Contractor shall obtain any supplemental agreements or bonds required by any encroachment permit, and They shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor observes that the Plans and Specifications are at variance therewith, They shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Formal Bid Documents for changes in the work. If the Contractor performs any work, knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, They shall bear all costs arising therefrom.

The Contractor shall be required obtain a Business License from the City of Gridley to conduct work on the project.

C.13 LANDS FOR WORK: The Owner shall provide the lands, easements, and rights-of-way upon which the work is to be done. Unless They specifically makes other arrangements, the Contractor shall confine their operations to the limits of the Owner's land and to the limits of the easements and rights-of-way. The Contractor shall provide land required for the erection of temporary construction facilities and storage of their material.

C.14 SUSPENSION OF WORK: The Owner may at any time suspend the work, or any part thereof, by giving one (1) working day's notice to the Contractor in writing. The work shall be resumed by the Contractor as directed by the Owner to the Contractor to do so. The Owner will reimburse the

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Contractor for expense incurred by the Contractor in connection with the work as a result of such suspension, except that no reimbursement will be made if the suspension is due to non-conformance with the Formal Bid Documents on the part of the Contractor. If the work or any part thereof shall be stopped by notice in writing, and if the Owner does not give notice in writing to the Contractor to resume work within thirty (30) calendar days of the date fixed in written notice to suspend, the Contractor may abandon the suspended portion of the work and will be entitled to payment for all work acceptably done on the abandoned portions.

C.15 THE OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Formal Bid Documents, the Owner, after three (3) working days written notice to the Contractor, may, without prejudice to any other course of action They may have, perform or have performed by other forces, all or any portion of the work and may deduct the cost thereof from the monies due or to become due the Contractor.

C.16 THE OWNER'S RIGHT TO TERMINATE PROJECT: If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of their creditors, or if a receiver should be appointed because of their insolvency, or if They should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials, or if They should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the City, or otherwise be guilty of a substantial violation of any provision of the Formal Bid Documents, then the Owner, upon the certification of the City that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method They may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the bid price exceeds the expenses of finishing the work, including compensation for all attributable administrative costs and for damages incurred through the Contractor's default, such excess shall be paid to the Contractor. If such expenses exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expenses incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City.

C.17 REMOVAL OF EQUIPMENT: In the case of termination of the project before completion for any cause, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of their equipment and supplies from the Owner's property. If not promptly done, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

C.18 CORRECTION OF WORK: The Contractor shall promptly remove from the premises all materials condemned by the City as failing to conform to the Formal Bid Documents whether incorporated in the work or not. The Contractor shall, at their own expense, promptly replace such materials and perform all work made necessary by such replacement, including making good all work of others destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove and store the material at the expense of the Contractor. If the Contractor does not pay for the expense of the removal within ten (10) calendar days time thereafter, the Owner may, upon ten (10) calendar days written notice, sell such materials

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at auction or at private sales and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

C.19 DEDUCTIONS FOR UNCORRECTED WORK: If the City deems it inexpedient to correct work injured or done not in accordance with the Formal Bid Documents, an equitable deduction from the Proposal price shall be made therefore.

C.20 USE OF COMPLETED PORTIONS: The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Formal Bid Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time or both, as the City may determine.

C.21 CONTRACTOR CLAIMS: Appropriate claims shall be submitted and reviewed in accordance with Section 20104 of the Public Contracts Code. For any claim subject to this Article, the following requirements apply:

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

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

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

(3) The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) calendar 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.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written claims within sixty (60) calendar days of receipt of the claim, or may request, in writing, within thirty (30) calendar days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

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

(3) The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) calendar 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.

(d) If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within fifteen (15) calendar days of receipt of the Owner's response or within fifteen (15) calendar days of the Owner's failure to respond within the time prescribed, respectively, and demand an Formal

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conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits their or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

It is hereby mutually agreed that the Contractor shall not be entitled to payment of additional compensation for any cause, including any act or failure to act by the City, or of any event, thing or occurrence, unless They shall have given the City due written notice of potential claim, provided however, that compliance with this Article shall not be a prerequisite as to matters within the scope of the protest provisions in Article A.2, nor to any claim which is based on differences in measurements or errors of computation of Proposal quantities.

The written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The required notice must have been given to the City prior to the time the Contractor performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City, or in all other cases within fifteen (15) calendar days after the event, thing or occurrence giving rise to the potential claim.

In the event of an emergency endangering life or property, the Contractor shall act as stated in Article D.4, and after execution of the emergency work, shall present an accounting of labor, materials, and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Article A.2.

The City shall, within a reasonable time after their presentation to him, state their decisions in writing on all claims of the Owner or the Contractor. All such decisions of the City shall be final.

It is the intention of this Article that differences between the parties arising under and by virtue of the Formal Bid Documents be brought to the attention of the City at the earliest possible time so that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that They shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing, or occurrence for which no written notice of potential claim was filed.

C.22 CLEANING UP: The Contractor shall, at their own expense, promptly remove from the Owner's property, and from all other lands affected by their work, all temporary structures, rubbish and waste materials resulting from their operations. They shall leave such lands in a neat and orderly condition which is at least as good as the condition prior to their operations.

D. INSURANCE AND LIABILITY

D.1 CONTRACTOR'S LIABILITY INSURANCE: The Contractor shall maintain insurance to protect them from claims under workman's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under the Formal Bid Documents, whether such operations are controlled by them, a subcontractor or by anyone directly or indirectly employed by either of them. The Owner shall be named as coinsured in all such insurance policies and the coverage shall include concurrent negligence of the Owner or their agents, employees, or representatives whether such concurrent negligence be active or passive, including specifically any liability based upon a violation of any non-delegable duties. Certificates of insurance and the certificate required by Labor Code Section 1861 shall be filed with the City prior to commencing the work and shall be subject to their approval for adequacy of protection.

The Contractor specifically obligates themselves and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the City and the consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of the work on this project. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or their subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated thereunder, insurance in their favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as follows:

Liability for Personal Injury or Property Damage in the amount of one million dollars (\$1,000,000.00) for any occurrence.

The Contractor shall, before the commencement of the work, take out and maintain in full force and effect, compensation insurance with an insurance carrier or carriers under an insurance policy or policies, satisfactory to the Owner covering the full liability under the "Worker's Compensation Insurance and Safety Act" of the State of California to any employee who may be injured during the course of said work and to the dependents of any employee who may be killed during the course of said work.

Such policy or policies shall expressly provide therein that they shall not be canceled by the insurer until ten (10) calendar days after written notice of the intended cancellation thereof shall have first been given to the Owner by the insurer.

The Contractor shall file with the Owner, immediately after issuance of a Notice of Award, certificates of all insurance. These certificates shall be fully executed and shall state that the policies cannot be canceled until ten (10) calendar days after written notification of such intent of cancellation has been given to the Owner. All policies shall be with Insurance Companies acceptable to the Owner.

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In case of the breach of any provision of this Article, the Owner may take out and maintain at the expense of the Contractor such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor.

D.2 FIRE INSURANCE: The Contractor shall take out and maintain fire insurance on the entire structure on which work is to be done. This insurance will be in the amount of one hundred percent (100%) of the insurable value of the structure, including items of labor and materials during construction, and one hundred percent (100%) of the insurable value of the completed structure. The coverage shall be maintained by the Contractor until final acceptance of the work by the Owner.

The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern, except in cases which require payment of all or a portion of said insurance to be made to a mortgagee as their interest may appear.

The Contractor, on the written request, shall be named jointly with the Owner in all policies, all of which shall be open to inspection. If the Owner fails to show them on request, or if they fail to effect or maintain as above, the Contractor may insure their own interests and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance, they may recover as stipulated in the Formal Bid Documents for recovery of damages.

The Trustee shall deposit any money received from insurance in an account separate from all their other funds and they shall distribute it in accordance with such agreement as the parties in interest may reach. If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided for under changes in the work.

The Trustee shall have power to adjust and settle any loss with the insurers unless the Contractor shall object in writing within three (3) working days of the occurrence of loss, and thereupon arbitrators shall be chosen. The Trustee shall in that case make settlement with the insurers in accordance with the directions of the arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

EXCLUSION: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, or supplies, and any temporary structures erected for the Contractor's operations.

D.3 PRESERVATION OF PROPERTY: The Contractor shall take whatever precautions necessary to prevent damage to all existing improvements, including aboveground and underground utilities, trees and shrubbery that are not specifically shown to be removed, fences, signs, mail boxes, survey markers and monuments, building and structures, the Owner's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition prior to the start of the Contractor's operations.

The Contractor shall examine all bridges, culverts, and other structures over which they will move materials and equipment, and before using them, shall properly strengthen such structures, where

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necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by their operations.

The fact that any pipe or other underground facility is not shown, or not accurately shown on the Plans, shall not relieve the Contractor of their responsibility under this Article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by their operations.

D.4 PROTECTION OF WORK: The Contractor shall continuously maintain adequate protection of all work from damage. Shall make good any such damage, injury, or loss, except as may be directly due to errors in the Formal Bid Documents or caused by agents or employees of the Owner. Shall adequately protect adjacent property as provided by law and the Formal Bid Documents. Shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act at their discretion to prevent such threatened loss or injury, and shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor for emergency work shall be determined as specified under Article A.2.

D.5 PUBLIC SAFETY: The Contractor shall be responsible for furnishing and maintaining all flagmen, warning signs, barricades, emergency lighting, shoring, etc. necessary to protect the public and workmen employed on the project. Safety provisions shall conform to all applicable federal, State, County and local laws, ordinances, and codes and, in particular, to the rules and regulations established by OSHA and the California Division of Industrial Safety.

D.6 ACCIDENTS: The Contractor shall provide at the site such equipment and medical facilities as are necessary to give first-aid service to anyone who may be injured.

The Contractor must promptly report in writing to the City all accidents arising from or in connection with the performance of the work on or adjacent to the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City and the Owner.

If any claim is made against the Contractor or any subcontractor because of any accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

E. LABOR AND MATERIALS

E.1 HOURS OF LABOR: The Contractor shall forfeit, as penalty to the Owner, twenty five dollars (\$25.00) for each workman employed by them, or by any subcontractor under them, for each calendar day any workman is required or permitted to labor more than eight (8) hours (without workman being fully compensated at the in appropriate rate per the applicable provisions of the current Labor Code) in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1817 thereof, inclusive.

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E.2 EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to Section 1777.5 of the Labor Code; provisions of said section pertaining to employment of indentured apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any subcontractor employed by him in the performance of the work shall take such actions as necessary to comply with the provisions of said Section 1777.5.

E.3 LABOR DISCRIMINATION: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

E.4 PREVAILING WAGE: The Contractor shall forfeit as penalty to the Owner, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than stipulated prevailing rates for any work done by them or by any subcontractor under them, in violation of the provisions of the Labor Code and in particular, Section 1770 to Section 1780 thereof, inclusive.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wages set forth in the Formal Bid Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining their Proposal and will not be considered as the basis of a claim against the Owner.

The Contractor and each Subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee by him or her in connection with the work. These payroll records shall be certified and made available for inspection at all reasonable hours at the principal office of the Contractor and furnished by the Contractor to the Owner and others upon request in accordance with the provisions of Labor Code Section 1776. The Contractor's attention is called to the penalties provided for in Section 1776 for the failure to comply with its provisions.

E.5 MATERIALS: Unless otherwise specifically stated, the Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled and installed in a workmanlike manner to ensure completion of the work in accordance with the Formal Bid Documents. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials.

Where materials are to be furnished by the Owner, the type, size, quantity and location at which they are available will be stated in the Plans.

In certain instances, the Owner may have available power, water or other utilities or materials which the Contractor may wish to use. If the Owner intends to furnish these free of charge, it will be so stated in the Technical Specifications. In the absence of such specific statement, the Contractor shall furnish all utilities and materials at their own expense.

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E.6 RECORDS OF MATERIALS PURCHASED: Upon request, the Contractor shall be required to duplicate invoices to the City for all materials furnished to the project.

E.7 PATENTS: The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Owner and the City from all suits at law, or actions of every nature for, or because of the use of any patented materials, equipment, devices, or processes.

E.8 OWNERSHIP OF REMOVED MATERIALS: Unless otherwise specifically stated in the Technical Specifications, any existing equipment or material removed by the Contractor during the course of the work shall remain the property of the Owner. Equipment and materials shall be removed with care to prevent unnecessary damage and shall be neatly stored at a location adjacent to the site of the work as directed by the City. Contractor shall verify if owner wishes to maintain ownership of said materials.

E.9 SUBSTITUTION OF MATERIALS: Where materials and equipment are specified in the Technical Specifications or are shown on the Plans as similar and equal to a certain proprietary brand, the intent is to establish the minimum quality and performance acceptable. If the Contractor proposes to substitute materials or equipment of another proprietary brand but of equal quality, They may submit a request to the City for approval of the proposed substitution. No substitution may be made without prior approval and the City shall be the final judge of equality.

If any tests are necessary for evaluation of the proposed substitution by the City, the Contractor shall furnish all necessary test materials and shall pay the cost of the tests.

E.10 SUBMISSION OF WORKING DRAWINGS: Unless otherwise specifically stated in the Technical Specifications, the Contractor shall submit to the City, four sets of working drawings for all items of equipment or fabricated materials to be installed in the work. These drawings shall show any necessary details in fabrication or erections, which are not shown on the Plans, furnished by the Owner and shall verify details and dimensions of equipment. The Contractor shall verify these dimensions before starting any work dependent on or affected by them.

E.11 TESTS: Unless otherwise specified in the Technical Specifications, the Owner will pay for the required testing of materials. The Contractor will furnish all samples at no cost to the Owner. In the event samples are submitted which fail to pass the specified tests, the Contractor will pay for all subsequent tests.

E.12 RECORD DRAWINGS: The Contractor shall maintain at the site of work, one set of construction drawings red noted with actual installation information which is to be updated at the end of each workday. Unless otherwise specified in the General Conditions, the Contractor shall provide one Red Noted copy of the final plans marked Record Drawing. These plans shall show "ACTUAL" as install information regarding all final conditions of the Construction Project Site, including but not limited to: all hard surfaces, amounts of planting materials, ground cover, irrigation (if installed or modified by this contract) and locations with dimensions of all equipment and structures.

F. MEASUREMENT AND PAYMENT

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F.1 MEASUREMENT OF QUANTITIES: Where the Formal Bid Documents provide for payment on a lump sum price basis, no measurement of quantities will be made. Where the Formal Bid documents provide for payment on a unit price basis, the quantities of work performed will be computed by the City on the basis of measurements taken by the City, and these measurements shall be final and binding.

All work shall be measured by the City according to United States Measurements and Weights. Methods of measurement are specified in the Technical Specifications and in the Standard Specifications.

F.2 SCOPE OF PAYMENT: The Contractor shall accept the compensation, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced in the Formal Bid Documents; also for loss or damage arising from the nature of the work, from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Owner and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work; and for completing the work according to the Formal Bid Documents. Neither the payment of any estimate nor any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

F.3 CHANGES IN THE WORK: The value of changes in the work, including extra work, shall be determined in accordance with Articles A.2 through A.5.

F.4 FORCE ACCOUNT PAYMENT: Where work is to be paid for by Force Account, the Contractor shall be paid on the basis of the actual cost of labor, material, and equipment, furnished by them as shown on paid vouchers, plus fifteen percent (15%). However, the Owner reserves the right to furnish such materials and equipment as they deems expedient, and the Contractor shall have no claim for overhead and profit on the cost or such material and equipment.

The cost of labor as referred to above shall include the cost of the base wages paid to workmen, plus any additional payment paid to, or on behalf of, workmen as required by State or federal laws plus any benefits, subsistence and travel allowance as may be required by collective bargaining agreements.

The cost of material as referred to above shall be the net cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof.

The cost of equipment as referred to above, shall conform to current equipment rental rates prevailing in the locality, as determined and agreed upon in writing by the City and by the Contractor. This applies to both rental equipment and equipment owned by the Contractor.

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F.5 RECORDS OF FORCE ACCOUNT WORK: The Contractor shall maintain their records in a manner to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations. The Contractor shall furnish the City report sheets in duplicate of each day's extra work no later than the working day following the performance of the work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should vendor's invoices not be submitted within 15 days after acceptance of the work, the Owner reserves the right to establish the cost of such material at the lowest current wholesale prices at which the materials are available in the quantities concerned delivered to the location of the work.

Said daily report sheets shall be signed by the Contractor or their authorized agent.

The City will compare their records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a Force Account basis on daily extra work report forms. When these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

F.6 PAYMENTS WITHHELD: The Owner may withhold or, because of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect themselves from loss due to:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. A reasonable doubt that the project can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Failure to maintain Red Noted Record drawings per E.12 herein.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor may, in accordance with the provisions of Public Contracts Code Section 22300, substitute securities for any monies which the Owner may withhold to insure performance.

F.7 PROGRESS PAYMENTS: Once each month, the Contractor will make an estimate in written form of the total amount of work done and of the acceptable materials furnished and delivered by the Contractor on the site and not used to the time of such estimate, and the value thereof. The City

GENERAL CONDITIONS

will review the estimate and assist in determining the value of acceptable materials which are on hand but not used; the Contractor shall furnish the City with copies of invoices for all such materials upon request. The Owner shall retain five percent (5%) of such estimated value of work done, and fifty percent (50%) of the value of materials so estimated to be on hand but not used.

This retention will serve as part security for the completion of the project by the Contractor. The Owner shall pay monthly to the Contractor the balance not retained of the aforesaid, after deducting therefrom all previous payments and all sums to be retained.

When in the judgment of the City, the work is not proceeding in accordance with the provisions of the Formal Bid Documents, or when in their judgment the total amount of the work done since the last estimate amounts to less than five hundred dollars (\$500.00), no pay estimate will be prepared and no progress payment will be made.

No estimates or payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor may, in accordance with the provisions of Government Code Section 4590, substitute securities for any monies which the Owner may withhold to insure performance.

F.8 FINAL PAYMENT: Within ten (10) calendar days after the completion of the work and its acceptance by the Owner, the City will make a final estimate in writing of the quantities of work done and the value thereof, and will prepare a Notice of Completion to be filed by the Owner. At this time, a semi-final payment will be made to the Contractor provided that such payment is warranted under the terms of Article F.7. The amount of this payment shall be based on the total value of work acceptably performed, subject to the same conditions and retentions as payments previously made under the monthly estimates.

Within twenty (20) calendar days after the date of the final estimate, the Contractor shall submit to the City either written approval of the final quantities, and value of work as determined by the City, or a written statement of any and all claims for additional compensation claimed to be due. No claim for which a notice of potential claim is required will be considered unless the Contractor has complied with the notice provisions of Article C.21, nor will any claim be considered that was not included in said written statement of claims.

Failure of the Contractor to submit claims within the specified twenty (20) calendar day period, regardless of whether or not They files written approval, shall constitute acceptance of the quantities and value of work determined by the City in the final estimate. No claim will be considered if filed after the specified twenty (20) calendar day period.

In the event the Contractor files claims within the specified twenty (20) calendar day period, the City will, within ten (10) calendar days after receipt of said claims, consider and investigate the Contractor's claims and make a final determination. Should they find any revision to be warranted as a result of the investigation, the City will immediately notify the Owner and the final pay estimate will be revised accordingly.

Thirty-five (35) calendar days after the date of filing the Notice of Completion, the Owner will pay the entire sum found to be due, after deducting all previous payments and all amounts to be retained. As

GENERAL CONDITIONS

a condition of such payment, the Owner may require the Contractor to furnish a release of all claims against the Owner. Payment will be withheld for any Proposal items for which a release is not furnished.

All prior partial estimates and payments shall be subject to correction in the final estimate and payments.

F.9 PAYMENT OF TAXES: The Proposal prices paid for the work include full compensation for payment of federal, State or local taxes.

SPECIFICATIONS

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MODIFICATIONS AND REVISIONS TO THE CALTRANS STANDARD SPECIFICATIONS

Only those subsections which are modified or revised will be noted herein. All other applicable sections of the 2023 Caltrans Standard Specifications shall apply to work within the State right-of-way. The Standard Specifications numbering sequence will be followed.

Subsections to be modified will be noted as "(Subsection Number) (Title)" followed by the modifications or additional requirements. In case of conflict between the Standard Specifications and the modification, the modification shall apply.

Subsections to be deleted without modification will be noted as "(Subsection Number) (Title) (Deleted)".

Subsections which are completely revised will be noted as "(Subsection Number) (Title) (The following shall apply in lieu of Section _____)".

Section or Subsections which are new will be noted as "(Section Number) (Title) (Added)".

DIVISION I GENERAL PROVISIONS

SECTION 1 GENERAL

1-1.07B Glossary

When in the Standard Specifications or in any documents or instruments where the Standard Specifications govern, the following terms or nouns are used, the intent and meaning shall be interpreted as follows:

Department of Public Works: City of Gridley Public Works Department

Director: City Administrator of the City of Gridley, California

Engineer: The City Engineer of the City of Gridley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The laboratory established and authorized by the Engineer to test materials and work involved in the contract.

State: Caltrans District 3

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.09 PUBLIC SAFETY

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Traffic control shall be done in accordance with the Caltrans Standard Specifications 2023, and the California Manual on Uniform Traffic Control Devices (California MUTCD, Caltrans, latest edition).

Emergency Response Vehicles shall not be impeded at any time.

For any work in the vicinity of schools, the Contractor shall leave all lanes open to traffic during school drop-off and pick-up hours. Contractor shall provide a schedule for the Engineer's approval that provides acceptable minimal disruption.

Any work that will require a lane closure for an extended period of time shall be done at night time at no additional cost to the City.

Unless otherwise specified, night time work hours shall be restricted to the hours between 7 p.m. and 6:00 a.m.

Contractor to provide Traffic Control Engineer/American Traffic Safety Services Association certified Traffic Control Supervisor that shall provide routine surveillance of project during non-working hours.

Replacement of non-working or stolen controls is required prior to commencing with construction.

Minimum lane width during construction shall be 10 feet, unless noted otherwise.

Where cones are used to separate traffic lane from construction zone, do not use traffic lane for accessing construction zone and do not store materials or equipment on or near shoulder of traffic lane side of roadway.

Whenever it is necessary to cross, close, or obstruct driveways and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.

Driveway and Private Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along the route of the Work. If it is necessary to close off vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure.

Pedestrian and bicycle access along sidewalks and streets will be kept open and safe from construction activities.

Coordination: Contractor shall coordinate traffic routing with that of others working in the same or adjacent areas.

Contractor shall coordinate access for garbage pickup, mail and courier delivery, and school buses.

SECTION 9 PAYMENT

9-1.16D(4) Payment (Added)

The LUMP SUM price for mobilization and demobilization shall be full compensation for all work required to complete the contract requirements. Mobilization shall include, but not be limited to, mobilization of labor, materials, tools, equipment, personnel, supplies, machinery, and incidentals to job site; securing and preparing staging areas; obtaining permits, licenses, insurance and bonds required; project submittals; material and product submittals, site security and construction safety; dewatering, if necessary. Demobilization shall include, but not be limited to site restoration and final clean up.

DIVISION II GENERAL CONSTRUCTION

SECTION 10 GENERAL

10-1.01 GENERAL

Except in extreme emergency, an encroachment permit must be taken out in advance of excavation work. An extreme emergency is considered to exist only when life or property is endangered or when an essential utility service is interrupted during weekends, holidays, or outside the hours of 7:30 a.m. and 4:00 p.m. of normal working days.

A plan showing the approximate location of excavation must be provided. Record drawings shall be submitted prior to acceptance of the project.

Permits for street opening shall be valid for a maximum of three (3) months. The estimated date of commencement and completion of work shall be indicated in all permits. Conflicts in the schedules of work under two or more permits shall be resolved by the parties involved.

As a condition of the permit to excavate, the applicant must have been provided an inquiry identification number by a regional notification center (USA) pursuant to Section 4216, Chapter 1153 of the California State Law.

The State, Director, Department, and Engineer shall be notified 24 hours in advance of any work.

State	(530) 741-4572
Director	(530) 846-3631
Department	(530) 846-2298
Engineer	(530) 906-1806

No trench shall be opened on any street which is not backfilled at the end of the day. With prior approval of the Engineer, the trench may be left open at the end of the day with adequate safety precautions for vehicular and pedestrian traffic.

Street excavation signs shall be installed at the project site at least two (2) days in advance or any construction work lasting five (5) days or more. Signs must state name of utility company and Contractor, twenty-four (24) hour telephone number, and type of construction.

Any violation of the above regulation may result in the revocation of the street opening permit and/or subject to a police citation.

10-4 WATER USAGE

10-4.04 PAYMENT (ADDED)

The Contractor is solely responsible for coordinating with the City for access to water for construction. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

12-1.04 PAYMENT

The following shall apply in lieu of Section 12-1.04:

The LUMP SUM price for Temporary Traffic Control includes full compensation for all work and materials, required to complete the contract requirements for this item. Work and materials for this item includes, but is not limited to, preparation and implementation of encroachment permits, flagging costs, any pavement and signage restoration including striping and markings, landscape restoration and all incidentals required as specified in the Standard Specifications and Plans, and as directed by the Engineer.

12-4 MAINTAINING TRAFFIC

12-4.01 GENERAL

12-4.01A General

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, post office, refuse collectors, transit operators, school districts, adjacent schools, businesses and residents of proposed construction operations and traffic control operations a minimum of two (2) weeks before work is to begin in each work area. Assume one day per week of residential refuse collection, one day per week for commercial refuse collection, and one day per week for commercial recycling collection. There also may be additional scheduled refuse/recycling collections.

If changes are made to the traffic control plan, Contractor shall re-notify at least two working days before work is to begin. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems.

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street one (1) hour prior to the Street being opened to traffic. The speed limit for the "Construction Speed Limit" signs cannot be less than 10 mph below the posted speed. At the pre-construction meeting, Contractor shall submit to the Engineer a sample "Construction Speed Limit" sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

12-4.02A General

12-4.02A(1) Summary

Comply with sections 12 and 7-1.04 of the Standard Specifications and these provisions.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the City Road right-of-way.

or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the City Road right-of-way.

12-4.02C Construction

12-4.02C(1) General

Comply with section 12-4 of the Standard Specifications and these provisions.

Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

A minimum of one traffic lane, not less than 10-feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

12-4.02C(3) Closure Requirements and Charts

12.4.02C(3)(d) City Street Closure Requirements

Contractor shall follow city street closure requirements as shown in the City's Detour Plan.

12-4.02C(7) Traffic Control System Requirements

12-4.02C(7)(a) General

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic of the State right-of-way.

Equipment and materials must not remain in a lane unless the lane is closed to traffic and is used for Contract activities.

If a lane is closed for construction activities and opening the lane becomes necessary for use by traffic, immediately stop active Contract activities and start clearing the lane.

Your vehicles are subject to the provisions of chapter 13, "Vehicular Crossings," of the Vehicle Code.

Do not close lanes if the atmospheric visibility is less than 1,000 feet.

Maintain access to property owner private driveways and business driveways and/or access points at all times.

12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

12-5.01 GENERAL

Section 12-5 includes specifications for closing traffic lanes with stationary lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs and rumble strips.

12-5.02 MATERIALS

Not Used

12-5.03 CONSTRUCTION

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

You may use a pilot car to control traffic. If a pilot car is used for traffic control, the cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

As directed by the Engineer, when possible, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays after 3:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

12-5.04 PAYMENT

Costs are paid for as specified in section 12-1.04.

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system. Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

A traffic control system required by change order work is paid for as a part of the change order work.

13 WATER POLLUTION CONTROL

13-2 WATER POLLUTION CONTROL PROGRAM

13-2.04 PAYMENT

The following shall apply in lieu of Section 13-2.04:

The LUMP SUM price for "Water Pollution Control Plan" shall be full compensation for all labor, equipment, tools, and incidentals to complete this item. Work and materials for this item includes,

but is not limited to, preparation and implementation of a Water Pollution Control Program and BMPs by the Contractor.

14 ENVIRONMENTAL STEWARDSHIP

14-8 NOISE AND VIBRATION

14-8.02 NOISE CONTROL

Replace 2nd sentence in subsection 14-8.02 with:

Construction techniques shall be designed to minimize noise levels and the duration of noise-generating activities, and construction is restricted to the time period between 7:00 a.m. and 5:00 p.m. Under certain circumstances, construction activities may be approved by the Engineer during other time period intervals.

14-9.03 AIR MONITORING

The following shall apply in lieu of Section 14-9.03:

14-9.03C Construction

The Contractor shall prepare and implement a project dust and emissions control program prior to construction. The following will be conducted throughout the construction period to limit and control dust and air emission:

1. Unpaved areas subject to vehicle traffic must be stabilized by being kept adequately wetted, treated with chemical dust suppressant, or covered with material that contains less than 0.25 percent asbestos.
2. The speed of any vehicles and equipment traveling across unpaved areas must be no more than fifteen (15) miles per hour unless the road surface and surrounding area is sufficiently stabilized to prevent vehicles and equipment travelling more than 15 miles per hour from emitting dust that is visible crossing the project boundaries.
3. Storage piles and disturbed areas not subject to vehicular traffic must be stabilized by being kept adequately wetted, treated with chemical dust suppressant, or covered with material that contains less than 0.25 percent asbestos.
4. Activities must be conducted so that no track-out from any road construction project is visible on any paved roadway open to the public.
5. Equipment and operations must not cause the emission of any dust that is visible crossing the project boundaries.

15 EXISTING FACILITIES

15-1.03 CONSTRUCTION

Adjacent facilities damaged during concrete removal shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed.

15-1.03B Removing Concrete

Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 0.17 foot with a power-driven saw before the concrete or asphalt concrete is removed.

Reinforcing or other steel may be encountered in portions of the concrete. No additional compensation will be allowed for the removal of concrete containing reinforcing or steel.

15-1.04 PAYMENT

Full compensation for the sawcutting, removal and disposal of concrete shall be considered as included in the contract unit prices paid for various contract items of work and no additional compensation will be allowed.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

17-1 GENERAL

17-1.01 GENERAL

The following shall apply in lieu of Section 17-1.01:

This work shall consist of removing all objectionable material within the limits shown on the plans and as directed by the Engineer. Clearing and grubbing shall be performed in advance of grading operations and in accordance with the requirements of these Standard Specifications.

17-1.03 CONSTRUCTION

The following shall apply in lieu of Section 17-1.03:

The Contractor is solely responsible for applying for City to provide metered potable water as construction water.

17-2 CLEARING AND GRUBBING

17-2.03 CONSTRUCTION

Replace the 4th paragraph in Section 17-2.03A with:

Clear and grub vegetation only within the area necessary to complete the work.

17-2.03A General

The following shall be added to Section 17-2.03A:

All stumps, large roots, and other objectionable material shall be removed to a depth of 3 feet below finished grade, or a depth to avoid conflict with the installation or removal of underground utilities, in the area between edge of pavement, and to a depth of 12 inches below finished grade in the area between edge of pavement and property line. The resulting spaces shall be back-

filled with suitable material placed and compacted in accordance with the applicable provisions of Section 19-6.02.

Where roots of existing trees are to be pruned, the following procedure shall be followed:

- a. All tools shall be clean, sharp, in proper working order, and shall be checked for safety before each job.
- b. All roots pruned shall be cut as smooth as possible with the least amount of surface wood exposed or at a 90-degree angle to the root end cut.
- c. All root cuts made over one (1) inch in diameter shall be painted to seal with an approved type of tree seal paint.

17-2.03D Disposal of Materials

The following shall be added to Section 17-2.03D:

Combustible debris shall be disposed of away from the work site. Burning of materials within the limits of the project will not be allowed.

17-2.04 PAYMENT

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

SECTION 19 EARTHWORK

19-1 GENERAL

19-1.01 GENERAL

Unsuitable material may be removed and replaced or may be stabilized in accordance with the provisions of Section 19-2.02, "Unsuitable Material" of these Technical Specifications.

19-1.02 Materials

19-1.02A Preservation of Property

Except where trees are shown to be removed, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the Engineer. Trees shall be supported during excavation by any means previously reviewed by the Engineer. Provide temporary fencing around trees.

DIVISION IV SUBBASES AND BASES

SECTION 39 ASPHALT CONCRETE

39-1 GENERAL

39-1.01 GENERAL

A minimum of two weeks prior to the placement of any Asphalt Concrete, the Contractor shall notify the Engineer of which asphalt plant will be used to supply the mix. For any job, Asphalt Concrete shall be supplied from a single plant.

The use of diesel or other petroleum base agent is not allowed as a release agent for haul vehicle cleaning tool etc.

39-2 HOT MIX ASPHALT

39-2.01C(1) General

The following shall apply in lieu of Section 39-2.01C(1):

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous
4. For method compaction:
 - 4.1. The temperature of the HMA in the windrow does not fall below 260 degrees F

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps
4. Marks
5. Tearing
6. Irregular texture

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder

39-2.01C(3)(d) Prepaving Inertial Profiler (Added)

Not Used

39-2.01C(16) Smoothness Corrections

The following shall apply in lieu of Section 39-2.01C(16):

If the pavement surface does not comply with section 39-1.01D(9)(c), grind the pavement to within specified tolerances, remove and replace the pavement, or place an overlay of HMA. Do not start corrective work until your method is authorized.

Do not use equipment with carbide cutting teeth to grind the pavement unless authorized.

Smoothness corrections must leave at least 75 percent of the specified HMA thickness. If ordered, core the pavement at the locations determined by the Engineer. Coring, including traffic control, is included in the contract price paid for the asphalt. Remove and replace deficient pavement areas where the thickness is less than 75 percent of the thickness specified as determined by the Engineer.

Corrected HMA pavement areas must be uniform rectangles, half the lane width, with edges:

1. Parallel to and along the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

On ground areas not to be overlaid with OGFC, apply fog seal under section 37-4.02.

Where corrections are made within areas requiring testing with a 12-foot straightedge, retest the corrected area with the straightedge.

39-2.01D Payment

The following shall apply in lieu of Section 39-2.01D:

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

39-2.02 HOT MIX ASPHALT

39-2.02 Materials

39-2.02B(3) Asphalt Binder

The grade of asphalt binder for Type A HMA must be PG 64-16.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

39-2.02D Payment

The following shall apply in lieu of Section 39-2.02D:

Quantities of material wasted or disposed of in a manner not called for under the Contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the Contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the Work, shall not be paid for and such quantities shall be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

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

DIVISION VIII MISCELLANEOUS CONSTRUCTION

SECTION 79 WATER DISTRIBUTION SYSTEM (ADDED)

79-1 POTABLE WATER PIPE

79-1.01 GENERAL

Section 79-1 includes general specifications for the water distribution system.

79-1.01A Summary

This work shall consist of furnishing and installing 10-inch ductile iron pipe (DIP) and 12-inch C900 PVC DR18 potable water pipe. This work shall be in conformance with the current City of Gridley Engineering Standard Plans and Specifications for Public Improvements (Improvement Standards). Installing potable water pipe includes excavation, saw cutting, compaction, restraining joints, backfill, fittings, earthwork, and connection of new pipe to new or existing facilities.

Smaller piping for water services shall comply with requirements elsewhere in these Specifications.

Pressure testing and chlorine disinfection shall comply with Section 79-5 of these Specifications.

79-1.01B Definitions

Not Used

79-1.01C Submittals

The Contractor shall provide a materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

The Contractor shall submit a pipe lay diagram for all piping larger than 4 inches installed as part of this project.

79-1.01D Quality Assurance

This section contains references to some or all of the following documents, most recent edition. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Reference	Title
ASTM C283	Test Methods for Resistance of Porcelain Enameled Utensils to Boiling Acid
ASTM D1248	Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D1784	Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM D1785	Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D2241	Polyvinyl Chloride (PVC) Pressure Rated Pipe (SDR series)
ASTM D2464	Threaded Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2466	Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D2467	Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2564	Solvent Cements for Polyvinyl Chloride (PVC) Plastic Piping Systems
ASTM D4101	Propylene Plastic Injection and Extrusion Materials
ASTM D5162	Discontinuity Testing of Nonconductive Protective Coating on Metallic Substrates

79-1.02 MATERIALS

79-1.02A General

Potable water piping 6 inches and larger installed as part of this project shall be DIP or C900 PVC or as specified herein.

79-1.02B Pipe

PVC pipe shall conform to American Water Works Association (AWWA) C900, DR18, Class 235 unless otherwise noted. PVC shall be made of polyvinyl chloride compound 12454-B per ASTM D1784. PVC outside diameters shall be ductile iron pipe size. PVC shall be supplied in standard 20-foot lengths. Pipe joints shall be the bell-and-spigot type, self-centering, with O-ring elastomeric gaskets, conforming to ASTM D3139 and F477. The Contractor shall furnish certificates of compliance with the specified standards for the PVC pipe and elastomeric gaskets.

DIP shall conform to ANSI A21.50 (AWWA C115), ANSI A21.51 (AWWA C151), and A21.4 (AWWA C104) as appropriate. Flanged pipe shall be per ANSI A21.15 (AWWA C115) pressure class:

4 – 12	inches	Class 350
> 12	inches	Class 250

Pipe wall thickness for grooved couplings shall be Class 54.

Pipe wall thickness for push-on joint and mechanical joint pipe shall be Pressure Class 350 psi for pipe 12-inches and smaller, and Pressure Class 250 psi for larger pipe.

Pipe shall have 1/16-inch cement mortar lining and one mil bituminous coating per ANSI A21.4.

79-1.02C Fittings

PVC fittings shall conform to ASTM D1784, and shall be a minimum of Schedule 40. Schedule 80 PVC shall be used for the private side of commercial service lines. All fittings shall be restrained.

Cast iron and ductile iron specials and fittings shall conform to ANSI A21.10 (AWWA C110) or ANSI 21.53 (AWWA C153) with joints as shown on the Drawings or as required elsewhere in these Specifications or for the installation. Fittings shall have an asphaltic outside coating in accordance with ANSI/AWWA C153/A21.53, except as otherwise noted herein. Mechanical Joint Retainer glands shall be coated in accordance with 79-102E herein or shall be bonded to the fitting for cathodic protection. Mechanical joint t-bolts and nuts shall be coated in accordance with 79-102E herein. Any and all locations where coatings are compromised shall be generously covered with an asphaltic coating, as approved by the Engineer.

79-1.02D Pipe Restraints

Where specified, called for on the Drawings, or otherwise required for thrust restraint, restrained joints shall be made using a bell restraint harness. Restraints shall be “wedge” style only. The restraint shall be manufactured of ductile iron conforming to ASTM A536. A back up ring shall be utilized behind the PVC bell. A restraint ring, incorporating a plurality of individually actuating gripping surfaces, shall be used to connect the bell ring and gripping ring. The restraint shall be as manufactured by EBAA Iron, Inc. or approved equal.

actuating gripping surfaces, shall be used to connect the bell ring and gripping ring. The restraint shall be as manufactured by EBAA Iron, Inc. or approved equal.

79-1.02E Coatings

1. Wedge and Wedge Assemblies, T-bolts, Bolts and Nuts:
 - a. Process through an iron-phosphate spray, rinse and drying in preparation for coating application.
 - b. The coating itself shall consist of two coats of liquid Xylan, with heat cure to follow each coat.
2. Casting (rings) shall be surface pre-treated with an iron-phosphate spray, rinse, sealer before drying. The coating shall be electrostatically applied and heat cured. Coating shall be a polyester based powder to provide corrosion, impact and UV resistance.
3. The coating system shall be EBAA Iron, Inc. Mega-Bond or approved equal.
4. Where the coating systems of this section are utilized, no additional cathodic protection is required except for polyethylene encasement, which is required.

79-1.03 CONSTRUCTION

79-1.03A Bell and Spigot PVC Pipe

In accordance with manufacturer's recommendations and ASTM D2321, whichever is more stringent. Plastic piping exposed to sunlight shall be painted with two coats of latex paint. Clean pipe interior of all foreign matter before installing. Pipe shall be square cut with fine tooth saw or other cutter or knife designed for use with plastic pipe. Remove burrs by smoothing edges with a knife, file, or sandpaper. Replace any section of pipe found to be defective or damaged with new acceptable pipe. Handle pipe carefully to prevent gouging or scratching. Any length of pipe having a gouge, scratch, or other permanent indentation more than 10 percent of the wall thickness in depth shall be rejected. Use of cut-off saws and ring saws for cutting pipe of any diameter is prohibited.

The pipe shall be placed firmly in the center of the trench and true to line and grade with no visible change in alignment at any joint, unless the alignment is shown to be curved in the Improvement Plans. On slopes greater than ten percent (10%) the pipe bells shall be pointed up-grade and laying shall proceed up-grade. The pipe joints shall be assembled according to the manufacturer's recommendations, these Specifications, and as directed by the Engineer or Inspector, but regardless of the method used the joints shall be watertight. Joint deflection shall not exceed 80% of the manufacturer's recommended values. If it is necessary that a pipe be moved or that the alignment be adjusted after it has been installed, it shall be removed and rejoined as was accomplished in the original installation. Except as required for backfilling, the Contractor shall prohibit walking or working upon the pipe until backfilling of the trench has been completed. The Contractor shall provide temporary bridging over pipe trenches where it is necessary to provide crossings for workmen and equipment, or access roads. The Contractor shall take all necessary precautions to prevent the pipe from floating due to water entering the trench from any source, shall assume full responsibility for any damage and shall, at his own expense, restore and replace the pipe to its specified condition and grade if it is displaced due to flotation.

79-1.03B Push On Joint PVC Pipe

Clean gaskets and seats of foreign materials prior to joint assembly. Apply lubricant as recommended by the pipe manufacturer. Carefully insert the spigot end into the bell to prevent entry of dirt and incorrect entry angle. With suitable fork tool, crowbar, or by hand, make the joint to the insertion depth recommended by the manufacturer. When the selected pipe uses joints not designed for full depth insertion, prevent further closure of previously completed joints by restraining movement of the installed line while making succeeding joints.

79-1.03C Bell and Spigot Ductile Iron Pipe

Where bell and spigot joints are used for joining ductile iron pipe, the joints shall be made using rubber rings, US "Tyton", Clow "Super Bell Tite" joint, or approved equal. Gasket seat, gasket, and spigot shall be thoroughly cleaned before assembly of joint. The entire procedure shall be in strict accordance with manufacturer's recommendations.

79-1.03D Mechanical Joint Ductile Iron Pipe

Mechanical joints in ductile iron pipe shall be made as follows: Gland shall be placed on spigot end of pipe with lip extension toward the joint. The rubber gasket shall then be slipped on the pipe with its thick edge toward the gland. The gasket and joint surfaces shall then be thoroughly wetted using a soapy solution made with vegetable soap or similar soap as recommended by the manufacturer. The spigot end of the pipe shall then be inserted to full depth of the mechanical joint socket and the gasket pressed firmly into place in the bell in order to obtain an even "set" all around the joint. The gland shall then be moved into place, the bolts inserted, and the nuts taken up tightly with fingers. The nuts shall then be tightened gradually by wrench a half turn at a time, moving wrench from one nut to another repeating until all nuts are uniformly tight. Final tightness shall be with a torque wrench as follows: three quarter inch bolts 60 to 90 pounds torque, half inch bolts 10 to 30 pounds torque.

ANSI A21.11 (AWWA C111) vulcanized natural or vulcanized synthetic rubber.

79-1.03E Flanged Joints

Flanged joints shall be made up square, with even pressure on the gaskets, and shall be watertight. Flanged gaskets should be full face, 1/16 inch thick cloth inserted neoprene or metallic packing. Bolts and nuts for flanges shall conform to ANSI B18.2.1 and B18.2.2, low carbon steel conforming to ASTM A307, Grade B. Coatings shall be in accordance with Specification Section 2.04.B.1.

79-1.03F Grooved Couplings

Grooved couplings shall be prepared or painted as necessary to obtain a leak free seal. Where applicable, Cast iron, ASTM A 48, Class 30 A, cement lined. Victaulic, Gustin Bacon, or equal.

79-1.03G Polyethylene Encasement

Buried piping, specials, and fittings shall be polyethylene encased, double wrapped - 8 mils thickness, sized to pipe diameter, ANSI/AWWA C105/A21.5.

79-1.03H Glass Lined

The glass lining applied to the ductile iron pipe and fittings shall be vitreous material which is hard, smooth, continuous, and formulated to prevent the adherence of grease in sludge and scum lines, to resist the adherence of crystalline metal salt deposits (Struvite and Vivionite) to sludge and centrate lines, and to resist corrosion from grit in wastewater treatment plants.

Glass shall be applied to properly prepared pipe and fittings using accepted industry standards and shall be tested per applicable ASTM, NACE, and SSPC standards.

B. Lining Material:

1. The lining material shall consist of vitreous and inorganic material applied to the internal surfaces that have been prepared by blasting. The lining shall be applied in a minimum of two (2) coats, separately applied and separately fired. The items shall be exposed to a maturing temperature of approximately 1400 degrees Fahrenheit at which point the vitreous and inorganic materials melt and fuse to the base metal, forming an integral molecular bond with the base metal surface.
2. Subsequent coatings will be processed in a similar manner, forcing an integral molecular bond with the base coat. The entire finished coating shall be a minimum of 10 mils and a maximum of 25 mils as tested with a micro test or other acceptable dry film thickness gauge.
3. The finished lining shall be able to withstand a strain of 0.001 inch/inch (the yield point of the base metal) without damage to the glass.
4. The lining shall have a hardness of 5-6 on the MOHS scale, and a density of 2.5-3.0 grams per cubic centimeter as measured by ASTM D-792.
5. The glass lining shall be capable of withstanding an instantaneous thermal shock of 350 degrees Fahrenheit differential without crazing, blistering or spalling. It shall be resistant to corrosion of between PH-3 and PH-10 at 125 degrees Fahrenheit.
6. There shall be no visible loss of surface gloss to the lining after immersing a production sample in an 8% sulfuric acid solution at 148 degrees Fahrenheit for a period of 10 minutes.
7. When tested according to ASTM C-283, it shall show a weight loss of not more than 3 milligrams per square inch.

C. Testing and Certification:

1. Per the recommended industry standards under ASTM D-5162-01, NACE RP 0188-99, and SSPC Coating Manual, Volume 1, Section XIV, the glass lining shall be tested by "low voltage, wet sponge, non-destructive holiday detection unit", with only isolated voids permitted due to casting anomalies and which represent less than 0.01% of the total glassed surface. Test procedure and acceptance criteria shall be per the attachment "MP-9.2, Porcelain Enamel Continuity Testing", and documentation shall be furnished with each shipment of material listing the test results by identifying "mark" or "tag" numbers.
2. The finished glass lined pipe shall not deviate more than 0.0125 inch per foot of length from a centerline perpendicular to the square pipe end or flange face.
3. When applied to steel fabrications, all internal welds must be ground smooth and any voids or slag holes must be ground out, re-welded and ground smooth prior to blasting.

D. Product Handling:

1. All handling and/or lifting of glass lined pipe and fittings must be done on the exterior only. Avoid lifting internally with hooks, forks or chains at any time.
2. Welding on glass-lined pipe is not allowed. Wall collars, restrained joint weld ends, etc. shall be weld applied prior to glass lining. Tapping shall also be done prior to glass lining.
3. Field cut glass lined pipe shall be done via abrasive wheel type cutting device and the end shall be cleaned and coated using epoxy repair material available from the glass lining manufacturer.

E. Manufacturer:

1. The applicator shall have a minimum of 5 years of successful experience in the application of high temperature glass and porcelain coatings.
2. Manufacturer to be VITCO SG-14, Fast Fabricators/ Waterworks Manufacturing MEH-32, or equal.

79-1.04 PAYMENT

79-1.04A Install Water Main

The PER LINEAR FOOT price shall include all work and materials necessary to furnish and install DIP and C900 PVC water line as detailed in the Specifications and Plans, and as directed by the Engineer. The price shall be full compensation for furnishing and installation of pipe, trenching, sawcutting, excavation, backfill, compaction, clearing and grubbing, hauling, removal of concrete, temporary plating, and utility crossing protection, waterline testing and disinfection, tie-ins to existing water main, and any pavement restoration including striping and markings, landscape restoration and all incidentals required as specified in the Standard Specifications and Plans, and as directed by the Engineer.

The PER LINEAR FOOT price for "12-inch C-900 PVC Water Main" and "10-inch DIP Water Main" shall be full compensation for all labor, equipment, tools, and incidentals to complete each item.

79-2 VALVES AND APPURTENANCES

79-2.01 GENERAL

This work shall consist of furnishing and installing gate valves used to throttle, isolate, and control flow in piping systems.

79-2.02 SUBMITTALS

Submit materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

Submit Operations and Maintenance Manuals for approval for all valves.

79-2.03 MATERIALS

79-2.03A Valves – General

All valve construction, materials, and pressure ratings shall be selected to suit the system in which installed. Pressure rating and manufacturer's name shall be cast on each valve body. Where specified, valves shall be supplied fully packed with Teflon impregnated packing. Where possible, valves shall be of one manufacturer.

Stems of all bronze valves shall be silicon bronze or similar alloy to prevent de-zincification. Alloy shall have minimum tensile strength of 60,000 psi, minimum yield point of 24,000 psi per ASTM B584.

Valves shall be furnished full line size unless specifically called out to be of reduced size. Flanges for valves may be raised or plain face. Flanges for valves for water working pressures of 175 psi or less shall be faced and drilled to 125 lb. standard dimensions.

Within buildings, all isolation valves (SOV) 2" and smaller shall be 1/4 turn ball valves. SOVs 2-1/2" and larger shall be butterfly valves.

Valves installed immediately adjacent to flanged equipment and flanged specialties shall be flanged, regardless of size.

Valves in welded piping shall be flanged, regardless of size.

Where valves are designed to have power operators, the operator shall be installed and tested at the factory prior to shipment to the job site.

All valves and appurtenances to be used for potable water applications shall be NSF 61 certified.

All valves and appurtenances shall be made in the USA.

79-2.03B Gate Valves

Gate valves 2½ inches and smaller: Mueller, M&H, or approved equal with manufacturer's standard bronze, solid wedge disc, rising stem and screwed ends, rated for 200 psi working pressure.

Gate valves 3 inches and larger: resilient seat or wedge type flanged valves with handwheels and shall conform to the requirements of AWWA C509 CLASS C.

Buried gate valves 2 inches and larger: resilient seat or wedge type flanged valves with 2-inch square operating nut. Valves shall have mechanical joint, hub or flanged ends as required by the nature of the installation and shall conform to the requirements of AWWA C509 Class C. Provide one-piece Schedule 40 galvanized steel pipe extension stems pinned to gate valve stem where operating nut is more than 30" below grade, unless shown otherwise on the Drawings. Manufactures for 3-inches and larger gate valves shall be Mueller A2360 RS, M&H Style 4067, Clow, AFC or approved equal.

All gate valves shall be bronze mounted, shall have a Class 150 pressure rating, and conform to the applicable provisions of AWWA C500.

Materials such as valve boxes, valve covers, concrete blocking, riser stock, valve lock-out, nuts and bolts, and any other materials necessary for the installation of valves and appurtenances shall conform to the City Improvement Standards.

79-2.04 PAYMENT

79-2.04A Gate Valve

The PER EACH price shall include all work and materials necessary to furnish and install valves and appurtenances as detailed in the Specifications and Plans, and as directed by the Engineer. The price shall be full compensation for installing valves, complete in place, including all sawcutting, trenching, backfill, compaction, concrete collar, valve boxes, valve covers, concrete blocking, concrete collar, riser stock, operating nut extension, valve lock-out, fittings, nuts and bolts, tracing wire, connection to pipe, any pavement restoration including striping and markings, landscape restoration and all incidentals required as specified in the Standard Specifications and Plans, and as directed by the Engineer.

The PER EACH price for "8-inch Resilient Gate Valve" and "12-inch Resilient Gate Valve" shall be full compensation for all labor, equipment, tools, and incidentals to complete each item.

79-3 FIRE PROTECTION

79-3.01 GENERAL

This work shall consist of removing existing fire hydrant assemblies and furnishing and installing new fire hydrant assemblies.

79-3.02 SUBMITTALS

Submit materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

Submit Operations and Maintenance Manuals for approval for fire hydrant assembly and related valves.

79-3.03 MATERIALS

Fire hydrants, including placement and installation, shall conform with City Improvement Standards and direction from the Department and Engineer. Ductile iron pipe shall conform with Section 79-1 of these Specifications. Gate valve shall conform with Section 79-2 of these Specifications.

79-3.04 PAYMENT

79-3.04A Remove Existing Fire Hydrant Assembly

The PER EACH price shall include all work and materials necessary to remove hydrant assemblies, including demolition and removal of existing hydrants as designated. This includes the full assembly; piping, valve, valve boxes, fittings, sawcutting, trenching, concrete removal, any pavement restoration including striping and markings, landscape restoration and all incidentals required as specified in the Standard Specifications and Plans, and as directed by the Engineer. If the valve and hydrant are still in working condition and can be salvaged it shall be returned to the City. Pipe material to be removed is unknown and may include removal of asbestos concrete (AC) pipe.

The PER EACH price for “Remove Existing Fire Hydrant Assembly” shall be full compensation for all labor, equipment, tools, and incidentals to complete each item.

79-3.04B Install New Fire Hydrant Assembly

The PER EACH price shall include all work and materials necessary to furnish and install fire hydrant assemblies as detailed in the Specifications and Plans, and as directed by the Engineer. The price shall be full compensation for installing the hydrant assembly, complete in place, including all sawcutting, excavation, clearing and grubbing, spoiling, shoring, temporary plating, bedding, placement, fittings, hydrant, shear bolts and breakaway spool, thrust blocks, restraints, ductile iron pipe, gate valve, connection to main, hydrant bury, riser, tracing wire, backfill, compaction, nuts and bolts, disinfection and testing, any necessary pavement restoration including striping and markings, landscape restoration and all incidentals required as specified in the Standard Specifications and Plans, and as directed by the Engineer.

The PER EACH price for “Install New Fire Hydrant Assembly” shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

79-4 RECONNECT WATER SERVICES

79-4.01 GENERAL

This work shall consist of reconnecting domestic water services and related appurtenances.

Pressure testing and chlorine disinfection shall comply with these Specifications and the City Improvement Standards.

79-4.02 SUBMITTALS

The Contractor shall provide a materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

79-4.03 MATERIALS

Materials such as brass materials, Teflon ball corporation stops, dielectric tape, copper meter setters, nuts and bolts, polyvinyl chloride (PVC) pressure pipe double strap bronze service saddles, and any other materials necessary for the installation of water services and reconnection to existing curb stops shall conform to City Improvement Standards and AWWA Standard C800 Underground Service Line Valves and Fittings.

Buried metal pipe shall be wrapped in 8 mil minimum thickness polyethylene encasement with ends taped off with vinyl pipe wrap tape.

79-4.04 PAYMENT

The PER EACH price shall include all work and materials necessary to reconnect water services to the new water main, as detailed in these Specifications and Plans and as directed by the Engineer. The price shall be full compensation for furnishing and installation of saddle taps, water service line pipe, fittings, disinfection and testing, sawcutting, tracing wire, trenching, backfill, compaction, temporary plating, utility crossing protection, and other related appurtenances. Payment shall also include any pavement restoration including striping and markings, landscape restoration as required as specified in the Standard Specifications and Plans.

The PER EACH price for "Reconnect Water Services" shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

79-5 PRESSURE TESTING AND PIPE DISINFECTION

79-5.01 GENERAL

This work shall consist of pressure testing new water pipes and disinfecting new potable water pipes.

Chlorine disinfection shall comply with the AWWA Standard C651.

79-5.02 SUBMITTALS

An accuracy certification by approved independent testing laboratories for flow meters and test gauges shall be submitted to the Engineer. Certifications shall be dated no more than 90 days prior to actual system testing.

Prior to testing, Contractor shall provide the following information:

1. Describe precautions that will be taken to protect system equipment that might be damaged under test pressures, and the proposed method for rerouting reclaimed water or sewer flows where the systems must remain in service.
2. Describe the proposed method for disposal of water used in line testing.
3. Submit test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.

Prior to disinfection, Contractor shall provide the following information:

1. Testing Schedule and Notification of Disinfection: Submit advance written notice a minimum of 72 hours prior to conducting pipe disinfection.
2. Testing Plan: Submit a written plan that identifies the methods for water disinfection in compliance with AWWA C651.

79-5.03 MATERIALS

79-5.03A MANUAL AIR RELEASE VALVES FOR BURIED PIPING

Provide temporary manual air release valves for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and after use, seal with a blind flange, pipe cap, or

plug and coat the same as adjacent pipe.

79-5.04 TEST BULKHEADS

Design and fabricate test bulkheads per Section VIII of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of said code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air release and water drainage connections.

79-5.05 PROJECT CONDITIONS

Pressure testing shall not be performed until each system has been flushed or thoroughly cleaned in accordance with procedures in the section that describes pipeline installation.

Water for flushing and testing shall be provided by the City. The Contractor shall obtain a hydrant permit from the City and pay all costs associated with the meter use. The Contractor shall provide all necessary labor and equipment to extra the water and shall be responsible for the repair of any damage to the existing facilities which can be attributed to this operation.

79-5.06 DISINFECTION REQUIREMENTS

Contractor shall furnish personnel, materials, bulkheads, test plugs, restraints, anchors, temporary connections, pumps, pressure gauges, and other equipment needed to perform disinfection.

Regarding water for disinfection, the Contractor shall:

1. Use potable water for disinfection of pipelines. Water for disinfection shall be obtained in accordance with City Improvement Standards and the Special Provisions.
2. Coordinate with Construction Manager for specific points from which to draw water.
3. Supply and install all pipe, fittings, valves, coupling, and other materials needed to fill the test lines with water. Care shall be taken not to contaminate the existing system.
4. Supply pipe connection and all necessary apparatus and equipment needed for the test.

Contractor shall disinfect all portions of the pipe that have been installed as part of this Contract and installed by others to be included within the finished pipeline. Disinfection shall occur in all new pipe sections prior to making final connection to existing active operating piping.

79-5.07 PRESSURE TESTING

79-5.07A GENERAL

Perform testing in the presence of the Engineer/Inspector after backfill and proper compaction of trenches. Where lines are installed under roadways and parking areas, perform tests before and after completion of final subgrade preparation and prior to application of surface courses. Notify Engineer in writing at least 48 hours prior to testing. Notification shall be by the Contractor submitting a test form which shall indicate test date, pipeline to be tested, test requirements, and requirements of the Owner.

Prepare each section for testing, using adequate bracing; protect system equipment susceptible to damage by test pressures; make provision for installation of Owner's pressure gauge in parallel with Contractor's gauge, if so requested; and maintain services where required.

Testing requirements are stipulated in the AWWA M41 Manual, assorted AWWA Standards based on the various types of piping and specified herein. Requirements in the AWWA M41 Manual and Standards supersede other requirements of Contract Documents, except where requirements of Contract Documents are more stringent, including higher test pressures, longer test times, and lower leakage allowances.

79-5.07B TESTING PROCEDURE

1. After completion of the installations, Contractor shall test all piping and pipework as herein specified. The Contractor shall furnish all material, equipment, and labor for testing the piping systems. Each system may be tested as a unit or in sections as directed by the Engineer, but each complete system shall successfully meet the requirements specified herein before acceptance by the Engineer.
2. Clean piping before pressure or leak tests.
3. For water testing, the test shall be made by closing valves or providing bulkheads or plugs and filling the pipelines with water, with provisions made for the release of all air in the lines. Lines shall be filled with water 24 hours prior to testing for leakage to allow for absorption of water by pipe or joint material.
4. Specified pressures or heads of water shall be maintained for the periods of time tabulated herein, except where indicated to be air or vacuum, and the leakage determined. Leakage shall not exceed the tabulated values.
5. Test pressures shall be as indicated herein and by the City. The pressure shall be maintained at all times during the test by restoring it whenever it falls an amount of 5 psi for test pressures above 20 psi and 2 psi for test pressures below 20 psi.
6. No leakage is allowed. If leakage is detected, the Contractor shall repair or replace the pipeline and retest it. Do not use paints, asphalts, tars, or other type of pipe compounds to eliminate leaks.
7. The Contractor shall take all necessary precautions to prevent any joints from drawing while the pipelines and their appurtenances are being tested and he shall, at his own expense, repair any damage to the pipes and their appurtenances, or to any other structures, resulting from or caused by these tests.
8. Where any section of the piping contains concrete thrust blocks or encasement, wait at least 10 days after the pour to begin testing.
9. After a satisfactory test, remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings.

79-5.07C RECORDS

Provide records of each piping installation during the testing. These records shall include:

1. Date of test.
2. Identification of pipeline, or pipeline section, tested or retested.
3. Identification of pipe material.
4. Identification of pipe specification.
5. Test fluid.
6. Test pressure.
7. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
8. Certification by Contractor that the leakage rate measured conformed to the specifications.

79-5.08 PIPELINE DISINFECTION

79-5.08A GENERAL

Pipe disinfection shall be in accordance with the most recent edition of AWWA C651.

Following chlorination, thoroughly flush all treated water from the mains until the replacement water, upon both chemical and biological tests, is proved equal to the water quality at the point of supply. All bacteriological tests shall be in accordance with AWWA "Standard Methods for the Examination of Water and Wastewater".

Disposal of chlorinated water is not allowed. Dechlorinate all water prior to disposal as reviewed by the Engineer.

79-5.08B DISINFECTION PROCEDURE

1. Disinfect the newly installed potable water pipelines using calcium hypochlorite tablets or the slug method in accordance with AWWA C651. Disinfection inspections shall begin only after passing the pressure test.
2. The Tablet Method consists of placing calcium hypochlorite granules and tablets in a device that prohibits their entry into the pipe, then inserting the device with the tablets into the pipe as it is being installed and filling the water main with potable water when the installation is completed. This method may be used only if the pipes and appurtenances are kept clean and dry during construction. This method cannot be used on solvent-welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite.
3. Position valves so that the strong chlorine solution in the treated main will not flow into water mains in active service. Open and close valves and hydrants while the system is being disinfected. The City shall verify that a minimum chlorine residual of 50 parts per million (ppm) has been achieved. Retain treated water at least 24 hours after which time it shall be tested for residual chlorine. If less than 25 parts per million is indicated, additional chlorine in solution shall be added until disinfection satisfactory to the Engineer is obtained.
4. Flush and fill the system with clear water when disinfection has been completed and approved by the Engineer. Chlorinated water shall be neutralized to 1 ppm chlorine residual or less prior to discharge. Discharge location and neutralization methods shall be coordinated with and approved by the City. 72-hour notification to the City is required prior to any discharge of chlorinated water.
5. Chlorinated water resulting from flushing newly installed water lines may be discharged to the City's sewer system. Permission to discharge chlorinated water into the sewer system shall be granted by the City on a case-by-case basis.
6. A bacteriological test will be performed after refilling the line and, if not found to be of safe bacteriological quality, Contractor will re-chlorinate the line until the quality of the water is proven to be satisfactory at no additional expense to the City.
7. Where connections are to be made to an existing potable water system, the interior surfaces of all pipe and fittings used in making the connections shall be swabbed or sprayed with a one percent hypochlorite solution before they are installed. Start thorough flushing as soon as the connection is completed continue until all discolored water is eliminated.

79-5.09 PAYMENT

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

79-6 EXISTING WATER FACILITIES

79-6.01 GENERAL

This work shall consist of removing existing water pipes and appurtenances.

79-6.05 REMOVE WATER APPURTENANCES

Abandoned valves and risers within the street structural section must be removed.

Existing water valves, PVC water line, AC water line, and all related piping and appurtenances shall be removed per the Plans. The Contractor shall be responsible for the appropriate disposal of materials.

If the valve is still in working condition and can be salvaged, it shall be returned to the City. Pipe material to be removed is unknown and may include removal of AC pipe.

79-6.06 REMOVAL OF EXISTING PIPE

79-6.06A Submittals

Submittals shall include the following:

1. A removal plan for review by the Engineer prior to the start of removal after field verification of pipe location, material, and size.
2. Names and descriptions of materials to be used.

79-6.06B Materials

Equipment and materials shall be selected by Contractor as necessary to achieve desired results for removal. Selected equipment and materials are subject to review of Engineer through submittals.

All equipment shall be in good repair and operating order.

Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

79-6.06C Construction

Existing water pipes shall not be removed until the corresponding new water pipes are fully in service.

Service outage shall be less than 8 hours.

Pipe shall be removed and salvaged if requested by the Owner; otherwise, pipe shall be removed and disposed of in accordance with all applicable laws.

Backfill pipe removal area with Class II aggregate base compacted as required by the Standard Specifications.

79-6.07 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

79-6.07A Submittals

At the Pre-construction Meeting, all training records, certifications, medical records, and laboratory qualifications shall be submitted for review to Owner's Representative as well as the following:

1. The Contractor shall be responsible for developing and implementing an asbestos removal work plan in accordance with NESHAP, OSHA, these specifications, and State requirements. The Contractor must have a CDPH licensed Asbestos Consultant to provide detailed asbestos specific safety and work plans for ensuring worker and community protection. Plans submitted by the Asbestos Consultant shall include the

person's or firm's name, address, phone number and CDPH certification. Health and safety plans for working with ACM shall address the requirements in these specifications. However, these specifications are not intended to be and do not constitute asbestos abatement project design as described under CCR 8, Division 1, Chapter 4, Subchapter 4, §1529 Asbestos.

2. The Contractor shall submit documentation satisfactory to Owner's Representative that an Initial and/or Negative Exposure Assessment in accordance with OSHA Standard 29 CFR 1911 has or will be performed (as applicable).
3. The Contractor shall submit documentation satisfactory to Owner's representative that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents, who may be exposed to airborne asbestos fibers or who may be responsible for any aspect of asbestos disturbance activities, have received adequate training in compliance with applicable rules and regulations.
4. The Contractor shall submit documentation to Owner's Representative of a respiratory protection program for affected employees as per OSHA Standard 29 CFR 1910.134.
5. The Contractor shall submit documentation to Owner's Representative from a physician that all personnel, who may be required to wear a respirator, are medically monitored to determine whether they are physically capable of working while wearing the required respiratory protection without suffering adverse health effects. In addition, the Contractor shall submit document that personnel have received medical monitoring as is required in compliance with applicable rules and regulations.
6. The Contractor shall submit to Owner's Representative documentation of respirator fit testing for all Contractor's employees and agents, who must enter the work area. This fit testing shall be in accordance with qualitative procedures as detailed in the OSHA Standard 29 CFR 1910.134.
7. The Contractor shall submit the name of the OSHA monitoring consultant/lab. The Contractor shall be responsible for air monitoring as required to meet OSHA requirements.
8. The Contractor shall submit proof satisfactory to Owner's Representative that required permits, site location, and arrangements for transport and disposal of ACM have been made.

During Asbestos Disturbance Activities:

1. Submit copies to Owner's Representative of all transport manifests, trip tickets, and disposal receipts for all ACM removed from the work area during the project. The Contractor shall sign manifests as the generator of the ACM and provide copies to Owner's Representative.
2. Upon completion of the AC pipe project, an abatement report shall be prepared by the Contractors' Asbestos Consultant. Copies of the final abatement report shall be provided to the City.

79-6.07B Construction Requirements

The Contractor shall remove, seal, transport and dispose of all impacted ACM in compliance with all current Federal, State, and local regulations, laws, ordinances, rules, standards and regulatory agency requirements. Asbestos disturbance and/or removal activities shall be conducted by properly trained, accredited, and licensed personnel using proper personal protective equipment.

The Contractor shall notify Owner's Representative at least 72 hours in advance prior to beginning removal and/or disturbance of AC pipe.

Time is of the essence in removing ACM from the project area. All work must be completed within the time period specified by State and Federal standards.

All required notifications to State regulatory agencies shall be made by the Contractor with copies provided to Owner's Representative, including but not limited to the CDPH Demolition/Renovation Notification Form. If 260 linear feet or greater of AC pipe is crushed, crumbled or pulverized, then the project is subject to NESHAP regulations and a Demolition/Renovation Notification Form shall be sent to CDPH by the Contractor. This form shall be post-marked no later than 11 working days prior to the start of any asbestos disturbance.

The Contractor shall have an on-site supervisor, who is an OSHA Competent Person, present on the job site at all times the work is in progress. This supervisor shall be thoroughly familiar and experienced with asbestos disturbance and other related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. The supervisor shall be knowledgeable of all applicable EPA, OSHA, NIOSH and CDPH requirements and guidelines.

Prior to commencing any preparation of the work areas for asbestos disturbance, the Contractor shall post all required documents, warning signs, and as necessary, erect physical barriers to secure the work area.

The Contractor has sole and primary responsibility for the "means and/or methods" of the work, for the inspection of the work at all stages, and for the supervision of the performance of the work.

The Contractor shall be responsible for site safety and for taking all necessary precautions to protect the Contractor's workers, City personnel, and the public from asbestos exposure and/or injury. The Contractor shall be responsible for maintaining the integrity of the work area.

The Contractor shall confine operations at the site to the area requiring disturbance of AC pipe and the general site area associated with the proximity of the project. Portions of the site beyond areas, in which the indicated work is required, are not to be disturbed. The Contractor shall not unreasonably encumber the site with materials or equipment. If ACM is required to be stored overnight, it shall be properly labeled, secured, and containerized to preclude unauthorized disturbance of the waste materials.

The Contractor shall be responsible for the transport and disposal of ACM to a duly licensed landfill facility permitted to accept asbestos waste. The Contractor shall be responsible for obtaining and coordinating waste disposal authorization from a CalEPA licensed landfill. Waste manifests shall be used to transport the AC pipe from the project site to the final landfill disposal site. The Contractor shall sign manifests as the generator of the AC pipe and shall provide copies to the City's Representative for final payment.

79-6.07C Personal Protective Equipment

All work which will or may disturb ACM shall be accomplished utilizing, as a minimum, disposal suits with protective head cover, gloves, boots, eye protection, proper respiratory protection, decontamination by HEPA vacuuming and/or wet methods, and wet wiping all equipment. The Contractor shall provide hard hats and/or other protection as required for job conditions or by applicable safety regulations. Disposal suits consisting of material impenetrable by asbestos fibers shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing. Workers shall be provided protective clothing from the time of first disturbance of ACM until final cleanup is completed.

Respiratory protections shall be as follows:

- The Contractor shall use removal techniques, methods and equipment that will not permit the fiber count to exceed the OSHA Permissible Exposure Level (PEL) of 0.1

fibers per cubic centimeter (f/cc) of air as detected by personal air sampling methods. Any remedial measures taken by the Contractor to meet this requirement shall be at the Contractor's expense.

- The Contractor's Competent Person shall ensure use of the appropriate respiratory protection for the work being performed. For minimum legal respiratory requirements, see OSHA Standards 29 CFR 1910.134, 29 CFR 1910.1001, and 29 CFR 1926.1101. All respiratory equipment, such as respirators, filters, etc., shall be certified by NIOSH for use in asbestos contaminated atmospheres.
- The Contractor's Competent Person shall perform an Initial and/or Negative Exposure Assessment, which shall be performed on employees who have been trained in compliance with the OSHA regulations. Employee's exposures shall be collected using objective data that is to demonstrate whether the materials specified for removal can release airborne fibers in concentration levels exceeding 0.1 f/cc during an 8-hour time weighted average (TWA) and the excursion limit of 1.0 f/cc. For the purpose of the assessment, the work conditions shall be those having the greatest potential for releasing asbestos fibers. Removal methods using conventional hand tools shall be performed in an area that requires a minimum of a 7-hour work shift with employees performing functions normally required for a total project. Removal, for the purposes of the assessment, shall be performed with methods most likely to release fibers and that do not render the ACM friable. Properly trained employees shall wear proper protective clothing and respirators during the assessment. Initial and/or Negative Exposure Assessments shall be performed in accordance with OSHA Standard 29 CFR 1926.1101.
- The development of the Health and Safety Plan by the Contractor's CDPH licensed Asbestos Consultant shall include determining the adequacy of the Contractor's air monitoring data (which must be performed within the previous 12 months of the project start date) for the Initial and/or Negative Exposure Assessment, based in part on site-specific factors such as changes in personnel or work methods used during AC pipe removal. If the type of air monitoring data needs to be reviewed during the course of a project, the Contractor's Asbestos Consultant shall review the data in order to determine adequacy. Any downgrade in personal protective equipment related to asbestos exposure shall be requested in writing to the City's Representative and approved by a CDPH licensed Asbestos Consultant. This request may be granted only when all regulations and pertinent sections of this specification for respiratory protection are met.
- The Contractor shall begin AC pipe removal operations (i.e., breaking, sawing, cutting, or repairing the pipe) in powered air purifying respirators (PAPRs) equipped with dual HEPA filters. PAPRs shall be utilized until such time that air monitoring results indicate half-face respirators may be used. Any changes (downgrade or upgrade) in respiratory protection shall be based upon an 8-hour TWA of fiber concentrations in the regulated area. For personal samples, the 8-hour TWA's shall be calculated daily by the Contractor's OSHA monitoring firm. The highest calculated 8-hour TWA shall be used to determine the type of respirator to be worn. The type of respirators worn shall be selected in accordance with 29 CFR 1926.1101 (h)(3).
- The Contractor may request a respiratory protection downgrade, approved by a CDPH licensed Asbestos Consultant, in writing to the City's Representative when all regulations and pertinent sections of this specification for respiratory protection are met.
- Workers shall be provided with personally issued, individually identified respirators.

- No one wearing a beard shall be permitted to wear a respirator.

79-6.07D Air Monitoring

Personal Air Monitoring: The Contractor shall provide personal air sampling as required by OSHA regulations. The OSHA TWA PEL for asbestos (0.1 f/cc) shall not be exceeded. Personal air samples shall be obtained by a CDPH licensed Asbestos Air Monitoring Technician and analyzed by an accredited, independent CDPH licensed Phase Contrast Microscopy (PCM) laboratory. OSHA monitoring results shall be posted at the project site and made available to all affected Contractor personnel on a daily basis.

The Contractor shall provide, as a minimum, personal air monitoring on each worker who is cutting, (wet) sawing, breaking, or repairing AC pipe.

Area Air Monitoring: At any time that visible airborne fibers are generated or that wet work procedures are not used, all work shall immediately cease until air monitoring by a CDPH licensed Asbestos Consultant Agency has started. The Contractor's on-site Competent Person shall be responsible for making this determination; however, periodic, random site visits by California American Water's representative will field-verify the objectivity of the Competent Person in these matters. Once initiated, the sampling and frequency of the area air monitoring shall be dependent upon on the specific work practices being used by the workers at that time. However, the area air monitoring shall include, as a minimum, samples collected inside the regulated area, and upwind and downwind of the regulated area. The CDPH licensed Asbestos Consultant Agency hired by the Contractor shall determine the need for additional samples and shall amend the Health and Safety Plan to include sampling protocols. A copy shall be provided to the City's Representative.

Area air monitoring shall be conducted in accordance with applicable Federal, State, and local requirements. The cost of area air monitoring due to failure to use adequate wet work procedures shall be borne by the Contractor. Copies of all results shall be provided to the City's Representative.

Area air sampling shall be mandatory in high density areas such as schools, residential areas, and certain other locations as determined by the City's Representative and dictated by the bid documents/plans.

79-6.07E Employee Training

Training shall be provided by the Contractor to all employees or agents who may be required to disturb ACM for AC pipe handling and auxiliary purposes, and to all supervisory personnel who may be involved in the planning, execution or inspection of such projects. The training shall be in accordance with OSHA Standard 29 CFR 192.1101 for "Class II asbestos work".

At a minimum, Contractor's employees who will be potentially exposed to asbestos shall have completed within the last 12 months, an 8-hour Asbestos Awareness training course taught by a CDPH licensed Asbestos Training Provider. The training course shall cover topics including, but not be limited to: the health effects of asbestos and work practices related to the handling of AC pipe.

The Contractor's Competent Person shall have completed within the last 12 months, an approved Asbestos Hazard Emergency Response Act (AHERA) Contractor/ Supervisor training course or annual refresher. The training course shall cover topics including, but not be limited to: the health effects of asbestos, employee personal protective equipment, medical monitoring requirements for workers, air monitoring procedures and requirements for workers, work

practices for asbestos abatement, personal hygiene procedures, special safety hazards that may be encountered, and other topics as required.

79-6.07F AC Pipe Handling

General:

- The Contractor shall properly remove, handle, transport and dispose all AC pipe specified in the bid documents/plans for this project. All work involving AC pipe and other ACM products shall be addressed in the Health and Safety Plan documents submitted to California American Water's Representative. The Contractor shall hire a CDPH licensed Asbestos Consultant to provide detailed asbestos specific safety and work plans for ensuring worker and community protection. Health and Safety Plan documents are to include provisions for the discipline of any worker failing to use wet work procedures or failing to use designated personnel protective equipment.
- The Contractor shall remove ACM with wet methods or by other controlled techniques approved by the CDPH, EPA and OSHA, and in accordance with these specifications and the Contractor-provided Health and Safety Plan. Alternative removal methods will be considered at the time of the Contractor's submittals. The Contractor shall take special care to prevent damage to structures and materials not requiring demolition to access the ACM.
- The Contractor shall limit work to the area indicated. Access to the work area shall be controlled by the Contractor. All electrical equipment, etc., shall have ground limit circuit interrupter (GFCI) protection. The Contractor shall properly demarcate, barricade, and contain the work and/or regulated areas.
- The AC pipe work consists of providing GFCI protection, using approved equipment with Engineering controls, sufficiently wetting the ACM using a surfactant or lock-down encapsulant, removing the ACM, HEPA vacuuming the work area, wet wiping the work area, double-bagging/double-wrapping the waste, and removing carefully as indicated herein and in accordance with the Contractor-provided Health and Safety Plan.

Equipment:

- Equipment used to cut, break, or otherwise disturb AC pipe and associated ACM may include, but are not limited to: wet-cutting saws, saws equipped with point of cut ventilator (saw equipped with a water mister) or enclosures with HEPA filtered exhaust air, snap cutters, manual field lathes, and pressure and non-pressure tapping devices.
- Equipment used to control visible emissions of fibers, contain the work area, or facilitate the clean-up of debris may include, but are not limited to: airless spray equipment, pump-up sprayers, surfactant, lock-down encapsulant, HEPA vacuums, brushes, brooms, shovels, disposable rags, polyethylene sheeting of 6-mil thickness, moisture resistant duct tape, asbestos warning signs, notices, and barrier tape. Alternative dismantling equipment may be substituted for the materials indicated herein but must be approved by California American Water's Representative.

Prohibited Work Practices and Engineering Controls. The following work practices and Engineering controls shall not be used for work related to asbestos or for work that disturbs ACM, regardless of asbestos exposure or the results of Initial Exposure Assessments:

- High-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.

- Other high-speed abrasive tools, such as disk sanders.
- Carbide-tipped cutting blades.
- Electrical drills, chisels, and rasps used to make field connections in AC pipe.
- Shell cutters used to cut entry holes in AC pipe.
- A hammer and chisel used to remove couplings or collars on AC pipe.
- Compressed air used to remove asbestos or ACM, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud generated by the compressed air.
- Dry sweeping, dry shoveling, or other dry clean-up of dust and debris containing ACM.
- Employee rotation as a means of reducing employee exposure to asbestos.

General Removal Work Practices:

- AC pipe has been identified as a non-friable ACM with the potential to become friable ACM. The material is classified as non-friable unless broken, at which time its classification changes to friable. NESHAP guidelines apply to projects when at least 260 linear feet or 35 cubic feet or 160 square feet of AC pipe becomes or will become “regulated asbestos containing material” or RACM. Therefore, if at least 260 linear feet of AC pipe is crushed, crumbled, or pulverized, then the project is subject to NESHAP. During the disjoining operation of AC pipe removal, only the portion that has become RACM shall be counted toward the threshold amount, if the debris caused by the disjoining operation is cleaned up so that it does not contaminate a greater length of pipe. If the generated AC pipe debris is not properly cleaned up, however, then the AC pipe shall be considered contaminated and the whole length is treated as ACM. If the scope of this project involves the threshold amount (260 linear feet or greater), then a Demolition/Renovation Notification Form shall be sent to CDPH by the Contractor. This form shall be post-marked no later than 11 working days prior to the start of any asbestos disturbance.
- All AC pipe projects require that NESHAP and OSHA guidelines be met and/or exceeded in areas where AC pipe is to be disturbed. Therefore, all AC pipe disturbances require a third party CDPH licensed Asbestos Consultant and Asbestos Contractor on-site during AC pipe disturbance. An asbestos abatement work plan shall be provided to California American Water’s Representative by both the licensed Asbestos Consultant and the Asbestos Contractor. Upon completion of the AC pipe project, an air monitoring abatement report shall be prepared by the Contractor’s Asbestos Consultant. Copies of the final abatement report shall be submitted to California American Water’s Representative by the Contractor’s consultant. During any ACM disturbance, OSHA requires that, regardless of amount, the asbestos worker(s) be properly protected during potential asbestos exposure, 29 CFR, Subpart Z, 1910.1101.
- The Contractor shall be responsible for developing and implementing an asbestos removal work plan in accordance with NESHAP, OSHA, and State requirements. As such, Contractors submitting bids for the project shall have a CDPH licensed Asbestos Consultant provide detailed asbestos specific safety and work plans for ensuring worker and community protection. Health and Safety Plans for working with ACM shall address the requirements of these specifications.

- A sufficient supply of disposable rags for work area decontamination shall be available.
- Disposal bags for RACM shall be of true 6-mil polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1926.1101 (k)(8).
- Stick-on labels identifying the Generator's name and address, and the project site location shall be applied to any asbestos waste bags that contain RACM, as per EPA or OSHA and Department of Transportation HM 181 requirements.

Work Area Preparation. The Contractor shall post warning signs and barrier tape meeting the specification of OSHA 29 CFR 1910.1001 and 40 CFR 61 at any location and approaches to a location where airborne concentrations of asbestos may exceed the PEL. Signs shall be posted at a distance sufficiently far from the work area to permit an employee to read the sign and to take the necessary protective measures to avoid exposure. The Contractor shall maintain constant security against unauthorized entry past warning signs and barrier tape. Signs shall be posted in both English and Spanish at the site.

Personnel Exit Procedures:

- Before leaving the work area, all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. Small HEPA vacuums with brush attachments may be utilized for this purpose. Adequate washing facilities shall be provided and utilized on-site.
- Upon completion of the work, contaminated gloves shall be disposed as ACM. Disposable cloth gloves may be substituted for leather gloves, at the Contractor's discretion. Rubber boots shall be decontaminated at the completion of the project.

Specific Removal Work Practice Requirements:

- The Contractor has sole and primary responsibility for the "means and/or methods" of the work, for inspection of the work at all stages, and for supervision of the performance of the work.
- The Contractor shall isolate the regulated area with barrier tape and asbestos warning signs.
- The Contractor shall lay and secure 6-mil polyethylene sheeting on the ground on both sides of the AC pipe for the length of the work area.
- Working within the regulated area and using wet removal methods, the Contractor shall thoroughly soak each section of AC pipe to be disturbed, prior to any removal activity, with a surfactant or lock-down encapsulant. The Contractor shall use equipment capable of producing a "mist" application to reduce the potential for release of fibers. The Contractor shall take care to use as much encapsulant or surfactant as needed to lockdown possible fallout debris from edges and joints during removal. Continuous wetting of the materials throughout the entire removal process shall be provided. The Contractor shall take care to limit the breakage of ACM and to remove these materials as intact as possible.
- Any AC pipe debris on adjacent surfaces shall be removed. The Contractor shall promptly clean up asbestos wastes and debris following AC pipe disturbance. All visible accumulations of ACM and asbestos contaminated debris shall be removed and containerized by hand. Asbestos debris mixed with soil shall be picked up with shovels.

The contaminated soil shall be containerized as a regulated ACM. Clean-up activities may also involve vacuum cleaners equipped with HEPA filtration or wet-wiping surfaces with disposable rags. Contaminated rags shall be containerized as regulated ACM.

- After disturbance and clean-up activities but prior to removal of the AC pipe from the regulated area, the Contractor shall encapsulate damaged and exposed areas and ends of the AC pipe with a lock-down encapsulant.
- The Contractor shall then remove the Category II non-friable ACM “that is not in poor condition and is not friable,” as defined in NESHAP regulations. The Contractor shall remove all AC pipe “intact” and in whole complete sections by carefully lifting the AC pipe to the disposal container using approved equipment. The Category II non-friable AC pipe shall not be made “friable” (crumbled, pulverized, or reduced to a powder). The Contractor shall not drop, break and/or otherwise make the AC pipe susceptible to releasing asbestos fibers. If these procedures are followed and debris is cleaned up properly, then the Category II non-friable AC pipe shall be disposed as non-regulated ACM.
- Pieces of AC pipe debris shall be handled as RACM waste. The debris shall be placed in two 6-mil asbestos bags or double wrapped, with proper labeling.

Verification of Removal and Cleanup Procedures. The Contractor’s on-site Competent Person shall inspect the work area and ensure that all surfaces are free of AC pipe dust and debris.

Disposal Procedures:

- If a dumpster/trailer is used for temporary storage, it shall be secured and closed at all times except when loading. It shall be properly marked and critical barrier tape shall be in place.
- AC pipe debris and asbestos-contaminated items shall be properly double bagged; labeled; loaded in a fully enclosed, lined, locked, placard-identified transport container; transported; and disposed in compliance with all regulatory requirements as RACM.
- After being removed from the regulated area, Category II non-friable AC pipe shall be transferred to a polyethylene-lined container. The Contractor shall remove all containers as soon as practical, but no later than the end of the work shift.
- When a dumpsters/trailer is full, it shall be hauled away to the closest EPA approved landfill for proper disposal. The Contractor may dispose of Category II non-friable AC pipe waste material as non-regulated waste in a municipal solid waste landfill, as defined in the NESHAP and CalEPA Rule (Type I Landfill). Prior to disposal, written approval to transport and to accept the Category II non-friable material shall be obtained from a pre-approved transporter and landfill and shall be submitted to California American Water’s Representative.
- The Contractor shall submit copies of all transport manifests, trip tickets, and disposal receipts for all ACM removed from the work area during the project to California American Water’s Representative. The Contractor shall sign manifests as the generator of the AC pipe and provide copies to Owner’s Representative for final payment.

79-6.08 PAYMENT

79-6.08A Remove Existing Water Appurtenances

Full compensation for the removal of valves shall be considered as included in the prices paid

for “Remove Existing Water Line (PVC)” and “Remove Existing Water Line (AC)” and no additional compensation will be allowed.

79-6.08B Remove Existing Pipe

The PER LINEAR FOOT price shall include all work and materials necessary to remove water mains and appurtenances, including all sawcutting, trenching, backfilling, removal and disposal of concrete, removal and disposal of pipe, risers, any pavement restoration including striping and markings, landscape restoration and all incidentals required as specified in these Specifications, the Standard Specifications and the Plans, and as directed by the Engineer.

The PER LINEAR FOOT price for “Remove Existing Water Line (PVC)” and “Remove Existing Water Line (AC)” shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.