

ADDENDUM 2: Ashley Road Bridge Water Main Repair

MONTECITO WATER DISTRICT

May 22, 2019

ADDENDUM NO. 2

TO REQUEST FOR PROPOSALS
Ashley Road Bridge Water Main Repair

DATED MAY 2019

Notice is hereby given to bidders that this addendum is issued to make changes to the contract documents, construction drawings, and construction specifications. The following changes shall be made to the contract documents, construction drawings, and construction specifications by the Contractor.

ADDENDUM 2: Proposal and Contract Requirements

All bidders shall submit a proposal in accordance with the contract provided in Attachment 1.

APPROVED:



Adam Kanold, P.E.
Project Manager

PROPOSAL AND CONTRACT
FOR THE

**ASHLEY ROAD BRIDGE WATER MAIN
REPLACEMENT PROJECT**



Montecito Water District
583 San Ysidro Road
Montecito, CA 93108

For use with Standard Specifications for Public Works Construction, 2015 Edition

MAY 2019

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PART A – LEGAL AND PROCEDURAL DOCUMENTS

SECTION A1 – NOTICE TO CONTRACTORS

The work includes all labor, material, supervision, plant and equipment necessary to complete the following: construction of Phase 1 and Phase 1 water main improvements at the County of Santa Barbara owned Ashley Road bridge. Each bidder must have proper licenses to complete this work in accordance with the California Business and Professions Code.

The plans and specifications for this Project are available electronically upon email or in-person request to the District. Plan and specification sets can be obtained from the District Engineer, Adam Kanold, (805) 969-2271 and via email at akanold@montecitowater.com. Bidders are responsible for obtaining all addenda prior to submittal of a bid.

Bidders are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts.

Per California Civil Code Section 9550, a payment bond in the amount of 100% of the bid total will be required from the successful bidder for bids exceeding \$25,000. The bond must be provided within 10 calendar days from notice of award and prior to the performance of any work.

A separate performance bond in the amount of 100% of the bid total will be required from the successful bidder. The bond must be provided within 10 calendar days from the notice to award and prior to the performance of any work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

The Montecito Water District hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status or pregnancy as set forth hereunder.

ENGINEERING MANAGER
MONTECITO WATER DISTRICT



Adam Kanold, P.E.

SECTION A2 - INFORMATION FOR BIDDERS

A2.01 Inspection of Site of Work

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the site inspection, a bidder finds facts or conditions which appear to conflict with the letter or spirit of the contract documents, or with any other furnished data, the bidder may apply to the District for additional information and explanation before submitting a bid.

The submission of proposals by bidders shall constitute the acknowledgment that, if awarded the contract, the bidders have relied and are relying on their own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on their own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the District. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 Examination of Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

A2.03 Interpretation of Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the District at least ten (10) days before the time announced for opening the proposals. Interpretations by the District will be in the form of an addendum to the contract documents, and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract.

For information and questions regarding technical aspects of the project, bidding procedures, design questions, materials, etc., please write (print) or type, your questions and email them to akanold@montecitowater.com.

A2.04 Soil Information

The bidder shall make deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility therefore.

A2.05 Taxes

Bid prices shall include allowance for all federal, state and local taxes.

A2.06 Qualification of Bidders

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The bidder's experience shall be set forth and submitted on the form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time of award. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than three (3) years' experience in the magnitude and character of the work bid.

It is the intention of the District to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract.

To determine the degree of responsibility to be credited to the bidder, the District will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

A2.07 Disqualification of Bidder

If there is reason to believe that collusion exists among the bidders, the District may refuse to consider bids from participants in such collusion.

A2.08 Rejection of Proposals

The District reserves the right to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which the bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the District; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.09 Award of Contract

Within thirty (30) days after the time announced for opening proposals, the District by action of its Board will either accept a proposal and award a contract or reject all proposals unless the District has extended the time for consideration of proposals. The District shall give written notice of the acceptance of a proposal and award of contract to the Bidder whose proposal is accepted. Such notice may be given by either email or personal delivery and shall be given within fifteen (15) days after acceptance of a proposal. The award of a contract shall obligate the Bidder whose proposal is accepted to furnish performance and payment bonds and evidences of insurance and execute the contract set forth herein.

A2.10 Execution of Contract

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within ten (10) days after personal delivery of the notice referred to in Section A2.17 above.

A2.11 Proof of surety for payment bond and performance bond

Contractor shall obtain a Certificate of Authority from the County Clerk-Recorder Assessor in and for the County of Santa Barbara, certifying that the named insurer(s) for the payment bond and performance bond have the authority to transact surety insurance in this State. Alternatively, the Contractor shall obtain a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner, within 10 calendars days of the award of the contract.

MONTECITO WATER DISTRICT

CALIFORNIA

PROJECT: ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT

IMPORTANT NOTICE

PROPOSAL DOCUMENTS

All bids must be accompanied by the following completed forms:

- a. Bid Sheet
- b. Experience Statement
- c. Bidder's Statement Regarding Insurance Coverage
- d. Bidder's Declaration of Non-collusion

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

SECTION A3 - CONTRACTOR'S PROPOSAL

PROJECT: ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT

May 27, 2019
Montecito Water District
Engineering Manager
583 San Ysidro Road,
Montecito, California 93108

The undersigned, as bidder, declares that we have examined all of the contract documents and specifications contained in the above-referenced Project and Bid, and that we will contract with the District on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: (1) Bid Schedule, (2) Experience Statements. We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents.

If our proposal is accepted, we agree to sign the Contract form and to furnish the performance bond (including payment bond) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the District, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section B1.02, Section 6 (Paragraph 6-7.4).

Bidder's Mailing Address

State of Incorporation

(Company Name of Bidder)

(Type of Organization,
Individual, Corporation, etc.)

By _____
(Authorized Signature)

(Print Name)

(Title)

(Phone Number)

PROJECT: ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT

BID SHEET

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the lump sum price shown herein. The award of contract will be based upon the total bid for all items.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PROJECT LUMP SUM PRICE	EA	1	\$	\$

(Company Name of Bidder)

EXPERIENCE STATEMENT

Pursuant to Article A2.10, the outline below is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages outlining this portion of the proposal may be attached to this page.

I have a current and valid Contractor's License, in good standing, issued by the California State Department of Consumer Affairs.

Contractor's License No. _____, applicable to the work.

Class	Description	Expiration Date

I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ (date),
at _____ (District), California.

(signature)
typed name and title

BIDDER'S QUALIFYING EXPERIENCE

PROJECT TITLE: ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT

Each bidder shall also have no less than three (3) years' experience in the magnitude and character of the work bid. (From Section A2).

DESCRIPTION (TYPE WORK)	CUSTOMER/ AGENCY	CONTACT PERSON PHONE NUMBER	YEAR COMPLETED	DOLLAR VALUE

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the insurance coverage requirements specified in the Contract Specifications, specifically to Sections A8, A9, A10, and B1.02 - Section 7 (Paragraphs 7-3.1 and 7-3.2), have been reviewed by the Bidder. Should the bidder be awarded the contract for the work, Bidder further certifies that the Contract Specifications requirements for insurance as such insurance requirements are described in the insurance certificate, which is contained within this contract package, including insurance coverage of the subcontractors, can be met by the Bidder.

Bidder

By _____

Title

Dated

Bidder's Declaration - Non Collusion

(California Public Contract Code Section 7106)

The undersigned having adequate information to make this declaration without reservation or qualification, and with full power to execute this declaration, declares under penalty of perjury pursuant to the provisions of California Public Contract Code Section 7106, as follows:

The party making the bid enclosed herewith declares that that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, 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.

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.

All statements contained in the bid are true; and, further, 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, and has not paid and will not pay, any person or entity for such purpose.

This declaration executed on _____, 2019 at California.

(signature)

typed name and title:

SECTION A3 – NOT USED

SECTION A4 – NOT USED

SECTION A5 - CONTRACT

PROJECT: ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT (hereinafter referred to as the "Project")

AMOUNT OF CONTRACT: [\$_____]

THIS CONTRACT is made this _____ day of _____, 2019 by and between the Montecito Water District, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor" in order to accomplish the construction of the Project.

The District has caused certain specifications, drawings and other contract documents (hereinafter collectively referred to as the "Project Specifications") to be prepared for certain work on the above-referenced Project as described below; and

The Project Specifications include the following parts of this contract package:

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Part F – Addenda (if applicable), and Executed Contract	66

The Contractor has offered to perform the proposed work of the Project in accordance with the terms of the Project Specifications as set forth by submission of the Contractor's Proposal, Section A3, herein, and dated as of _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the District and the Contractor contained in the Project Specifications and Contractor's Proposal for the Project, which are made a part hereof as though fully set forth herein, Contractor hereby agrees to complete the work of the Project at the prices and on the terms and conditions contained in the Project Specifications. In return, the District hereby employs the Contractor and agrees to pay the Contractor the contract prices provided herein for the fulfillment of the work of the Project and the performance of the contract covenants.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

MONTECITO WATER DISTRICT,
a Municipal Corporation

Floyd Wicks, Board President
Montecito Water District

Contractor

ATTEST:

By _____

Nicholas Turner, Secretary,
Montecito Water District

APPROVED AS TO FORM:

Robert M. Cohen, Cohen & Burge, LLP
General Counsel, Montecito Water District

SECTION A6 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called

Principal, and _____, hereinafter called Surety, are jointly and severally held and firmly bound unto the Montecito Water District, California,

hereinafter called District, in the penal sum of _____ Dollars

(\$ _____) (100% of amount bid in proposal) lawful money of the United States,

for the payment whereof unto District. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal a contract for _____;

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract and any changes made as therein provided and shall indemnify and save harmless District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to District such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by District, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

SECTION A6 (Continued)

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

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

SIGNED AND SEALED this _____ day of _____, **Error! Reference source not found.**

Seal

Principal

By _____

Signature

Seal

Surety

By _____

Signature

(Surety's Mailing Address)

(Telephone No.)

(Attach both Notarial Acknowledgement of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2019

Robert M. Cohen, Cohen & Burge, LLP
General Counsel, Montecito Water District

By _____

SECTION A7 - PAYMENT BOND (Civil Code Section 9550)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Montecito Water District has awarded to _____
_____ as principal, hereinafter called "Contractor", a contract for
the work described as follows:
_____; and

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the
payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law; and

WHEREAS, _____ is
hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the
Montecito Water District in the amount required by law, the sum of:

_____ Dollars \$ _____
(100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators,
successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators,
successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section
9554, or amounts due under the Unemployment Insurance Code with respect to work or labor performed
by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the
Employment Development Department from the wages of employees of the contractor and subcontractors
pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that
the Surety or sureties herein will pay for the same, and also, in case suit is brought upon the bond, a
reasonable attorney's fee, to be fixed by the court.

SECTION A7 (Continued)

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9554 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is issued and accepted under the provision that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

SIGNED AND SEALED this _____ day of _____, 2019

Seal

Contractor

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Telephone Number

(Attach both Notarial Acknowledgement of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2019

Robert M. Cohen, Cohen & Burge, LLP
General Counsel, Montecito Water District

By _____

SECTION A8 - WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date _____

Contractor

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

SECTION A9 - CERTIFICATE OF INSURANCE

Prior to commencing the Work, and thereafter upon renewal or replacement of each certified coverage, Contractor shall furnish District with a certificate(s) of insurance (Acord Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this agreement.

Failure of District to demand such certificate(s) or other evidence of full compliance with these insurance requirements, and/or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance

Date _____

Contractor

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

SECTION A10 – SUBCONTRACTOR CERTIFICATE OF COMPLIANCE

TO: MONTECITO WATER DISTRICT

RE: ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT

This is to certify that all requirements for insurance of subcontractors have been met.

Firm

By _____

Title

Dated _____

(Please return this completed form with your Bonds and Certificates of Insurance)

SECTION A11 - CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

A11.01 Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the Montecito Water District and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the District for purchases, services, and the construction, repair, or improvement of public works.

A11.02 Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the District advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the District, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the District for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the District as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The District shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the District shall notify the Contractor that unless he or she demonstrates to the satisfaction of the District within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any District contract, the District shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the District shall request the District Board to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the District Board determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the District may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the District, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The District may deduct any such penalties from any monies due the Contractor from the District.

7. The Contractor certifies to the District that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the District:

a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the District of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the District from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the District that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. The Contractor will take such action with respect to any subcontract or purchase order as the District may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the District, the Contractor may request the District to enter into such litigation to protect the interests of the District.

END OF PART A

PART B - SPECIAL PROVISIONS - GENERAL

SECTION B1 - GENERAL PROVISIONS

B1.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2015 Edition). of the Southern California Chapter American Public Works Association. Part 1 (General Provisions) of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions as set forth herein, the Special Provisions shall govern.

B1.02 Modifications to Standard Specifications

Section 1 - Terms, Definitions, Abbreviations and Symbols

1-2 Definitions

Add the following:

Furnish: Means "Supply only, do not Install."

Install: Means "install or apply only, do not furnish."

Provide: Means "Furnish and Install."

Salvage: Means Contractor shall salvage materials and return to Agency indicated where shown on Drawings. Salvage material with extreme care so as not to damage it for future use. Material(s) shall be cleaned and protected from dirt and the elements, and stored as directed. Damage caused by the Contractor to equipment or material specified or indicated on the Drawings to be salvaged shall be replaced or repaired by the Contractor.

1-4 Units of Measure

Replace 1-4.1 with the following [**Where U.S. Standard Measures are used in specifications**]:

1-4.1 General

The U.S. Standard Measures, also called the U.S. Customary System, is used as the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents defined in Part 1, Section 1-2 TERMS AND CONDITIONS of the Greenbook. However, there are material specifications and test requirements provided herein that use the International System of Units (SI or metric system), and certain metric units and conversions are included. Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

Section 2 - Scope and Control of the Work

2-5 Plans and Specifications

Add the following:

2-5.1.1 Existing Site Conditions

The location of the work, its general nature and extent, dimensions, details, and other pertinent information are shown on the contract Plans, and details, The Contractor is urged to visit the sites of the work to become familiar with local conditions that may affect cost, progress, or performance of the work, and by personal investigations be satisfied as to the existing conditions affecting the work to be done. The Contractor shall examine thoroughly the Contract Documents prior to submitting a bid. If the Contractor chooses not to visit the site or conduct investigations, the Contractor will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

It is the responsibility of each Contractor before submitting a bid to consider federal, state and local laws and regulations that may affect the cost, progress, or performance of the Work and to study and carefully correlate the Contractor's observations with the Contract Documents. The Contractor shall notify the Engineer of all conflicts,

errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work. The Contractor shall examine each site to determine the existing conditions including accessibility, existing landscapes, and pavement type and condition prior to bidding.

2-5.2.1 Conflict in Plans

As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof.

2-5.3.1.1 Submittal Procedures

N/A

2-5.3.7 Record Plans

N/A

2-6 Work To Be Done

Add the following:

2-6.1 Suggestions to Contractor

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

2-6.2 Scope of Work

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver Phase 1 and Phase 2 water main installations shown in the design drawings. All other items of work or details not mentioned above that are required by the plans, Standard Specifications or these Special Provisions, shall be performed, placed, constructed or installed including construction area signs and traffic control systems.

2-6.3 Location of Work

The approximate work locations are 800 Ashley Road. For specific detail of locations see vicinity map on the project plans.

2-6.4 Work Order

The Contractor shall proceed in an orderly fashion to accommodate the maximum convenience to the public.

Once work is initiated, it shall be diligently pursued to its completion, uninterrupted during normal established working hours. No partial installation will be allowed.

Except where damage would occur to uncured concrete, all conform work and topsoil placement for planting areas shall be placed within five working days after the adjacent concrete is placed.

Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

2-6.5 Work in High Fire Hazard Areas

While working in a High Fire Hazard Area, the Contractor shall abide by the following requirements at the job site:

- A. Work will not be permitted on "Red Flag Alert" days. Appropriate Fire Departments will issue the warnings to the Engineer, and the Engineer will communicate them to the Contractor. Any costs related to "Red Flag Alert" conditions shall be the Contractor's responsibility and shall be included in the bid price for performing

the work. However, the contract completion time will be extended, on a one for one basis, for all days that the Contractor cannot work due to inclement weather as specified above.

- B. Contractor must ensure the work crew is equipped with a charged, large capacity 2A-10-BC fire extinguisher and round point shovel to immediately stop any ground fire that could start as a result of work in these areas. A fully stocked first aid kit, at least five gallons of potable water, liquid soap and towels for workers to clean up before breaks and after any exposure to poison oak, must be on site.
- C. The Contractor shall maintain steel plates at the construction site to cover any open trench in the event that an emergency evacuation is necessary.
- D. A "**No Smoking**" rule will be absolutely enforced at all times while on the job site.
- E. Contractor shall ensure that all gas-powered equipment has an approved spark arrester.
- F. If the Contractor plans to complete hot work operations (cutting, welding, use of open torch, brazing, glass blowing, fuel gas welding, arc welding or similar operation) on site, the Contractor will be responsible for obtaining a hot works permit . The cost of obtaining the permit shall be the responsibility of the Contractor and shall be included as part of the appropriate bid item. No separate payment will be made for the permit.
- G. The Contractor shall not block Ashley Road with construction vehicles or equipment overnight.
- H. The Contractor will be required to provide a water truck on site at all times during active construction and fire hoses must be placed next to existing, active fire hydrants.

2-7 Subsurface Data

Add the following:

2-7.1 Subsurface Exploration

There was no exploration and/or testing of subsurface conditions conducted at the site of the Work.

It should be noted that all utilities may not be marked and the Contractor is responsible for locating all active utilities.

2-7.2 Non-utility, Subsurface Obstacles

General excavation for new pipe shall not damage existing active pipes or other substructures. Hand labor excavation will be required within one foot (1') of existing substructures to remain in service.

2-8 Right of Way

Add the following:

2-8.1 Private Property Work Restriction

Contractor shall not perform **any work that occurs on private property** until the Engineer has provided written authorization to proceed with said work.

2-9 Surveying

Add the following:

2-9.5 Construction Survey

The location and elevation of benchmarks and horizontal control points will be supplied by the Engineer, if available. The Contractor shall furnish all the necessary labor, equipment, and materials to accurately layout the work and set the required elevations from the information provided. All survey services shall be performed by a professional surveyor who is licensed by the State of California or by personnel under the Licensed Surveyor's direct supervision. Review and approval of the surveyor's qualifications will be at the discretion of the Engineer. The Engineer will not provide any additional survey services for the project. One (1) legible copy of all survey notes shall be provided, at no cost to the Engineer, and in a timely manner.

All conflicts between the construction drawings and the actual field conditions shall be brought to the attention of the Engineer for review prior to work continuing in the area of conflict.

All existing horizontal curves shall be offset and staked by the Contractor prior to concrete removal.

2-9.6 Monuments

Existing survey monuments shall be protected from damage. All survey monuments damaged or displaced by the Contractor, except District monuments to be replaced by the District, as shown on the plans, shall be replaced in accordance with the provisions of the Agency responsible for the damaged monument. The Contractor shall notify the Engineer of any District survey monuments that are damaged or displaced.

Ten working days prior to commencing demolition activities the Contractor shall contact the District Engineer at (805) 969-2271 to tie out District monuments and other recorded survey markers.

Section 3 - Changes in Work

3-3.1 General

Add the following:

- (f) **Notification:** The Engineer reserves the right to request Extra Work services of workers and equipment from the Contractor given 24 hours written notification.
- (g) **Duration:** The Engineer will and Contractor shall maintain a daily report of Extra Work listing all labor, materials, and equipment involved for each working day. A minimum period of two (2) hours for providing labor and equipment must be accumulated by the Contractor before a payment request will be accepted by the Engineer.

Replace 3-3.2.3 Markup with the following:

3-3.2.3 Markup

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:
 - 1) Labor 20%
 - 2) Materials 15%
 - 3) Equipment Rental 15%
 - 4) Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

- (b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

3-5 Disputed Work

Replace 3-5 Disputed Work with the following:

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Payment shall be later subject to mediation, arbitration - if the Agency and Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

Section 4 - Control of Materials

4-1 Materials and Workmanship

Add the following:

4-1.1.1 Retention of Defective Work

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such work

instead of requiring it to be removed and reconstructed, but will make such deductions therefor in the payments due or to become due to the Contractor as the District may deem just and reasonable.

4-1.6.1 Substantiation of Equivalency

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted within 35 days after award of Contract.

4-1.9 Manufacturer's Recommendations

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except for where the contract documents specifically require deviations.

Section 5 - Utilities

5-1 Location

Add the following:

5-1.1 Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4216.24 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" be notified by telephone, toll free 1-800-422-4133, for the assignment of an Inquiry Identification Number.

No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number and so notified District's Engineer.

As part of the performance required, the Contractor shall assist the District to, and provide the District with, any and all compliance required of District as an operator under the provisions of California Government Code Sections 4216-4216.5.

5-1.3 Accuracy of Utilities Information

Except for abandoned utilities, the approximate horizontal locations of the major existing surface and subsurface utilities have been indicated on the contract drawings. The utility information has been obtained from utility atlases of the various utility companies/agencies involved. The District does not guarantee the accuracy or completeness of this information. It is understood that other surface and subsurface facilities, including old and abandoned utilities not shown on the plans, may be encountered during the course of the proposed work.

5-1.4 Locating and Protecting Existing Utilities

The Contractor shall take reasonable care to protect existing underground utility service lines including curb drains from damage. Any damage caused by the Contractor's lack of reasonable care shall be repaired at the Contractor's expense. Contractor shall use extreme caution when working near street lighting or traffic signal conduit.

All utility boxes, vaults, and manholes, which will be covered or obscured by the construction, shall be referenced for future location by the Contractor. References shall be tied to two fixed objects, which also indicate the location and distance to the vault or cover.

Street lighting and traffic signal conduit for project streets may be located within the work areas. Contractor shall pothole, locate, and protect the adjacent conduit during construction of the various improvements. Utility service lines and laterals are known to cross the sidewalk installation area and when shown on the project plans may not be complete or accurate.

During construction, in advance of any work performed by the pipe installation crew, the Contractor shall excavate and pothole existing utility facilities to verify locations and allow alignment and grade revisions if necessary. Such revisions in alignment and grade shall be approved by the Engineer. The contractor is responsible for contacting Underground Service Alert to have the utility locations marked. Full compensation for utility location shall be considered in the various items of work requiring excavation and no additional compensation will be allowed therefore.

Private lines for irrigation, water service, and sewer lateral connections are known to exist within the project site. Although some as-built drawings are available at the District, the actual location of irrigation system piping and

buried wiring must be field verified. The information shown on the Plans is general and may not represent the actual location. Private lines that are damaged or broken by the Contractor's operation shall be repaired or replaced as directed by the engineer at the Contractor's expense

The District does not assume any responsibility for Contractor's delay or damage to the work caused by utility ruptures or breaks during construction.

As part of the performance required, and without additional compensation, the Contractor shall assist the District to, and provide the District with, any and all compliances required of District as an operator under the provisions of California Government Code Sections 4216-4216.5.

5-3 Removal

Add the following:

5-3.1 Disposition of Good Parts

Contractor shall return to the District any parts of current issue removed in the course of construction at the option of the Engineer (such as manhole covers).

5-7 Conflicts between Contractors and Utilities

- A. When there is the potential for conflicts between the Contractor's operations and utility company operations, the Contractor shall notify the Engineer in writing in advance of the potential conflict. The Engineer will respond in writing.
- B. Work shall be suspended on the project, when deemed appropriate by the Engineer, when utility company work interferes with the Contractor's ongoing construction activities and the suspension is authorized in writing by the Engineer. The days that such work is suspended shall be considered non-working days for the purposes of this contract.

Section 6 - Prosecution, Progress and Acceptance of the Work

6-1 Construction Schedule and Commencement of Work

Replace 6-1 Construction Schedule and Commencement of Work with the following:

6-1.1 Construction Schedule and Commencement of Work

The District anticipates the beginning of construction to be approximately June 24, 2019. The Contractor shall not begin work until the required submittals are complete and correct as determined by the Engineer.

No later than five (5) working days prior to the pre-construction conference, the Contractor shall submit a practical construction schedule to the Engineer for approval. The schedule shall be updated and revised within five (5) working days of the Engineer's written request at any other time during the contract period.

The construction schedule shall be in the form of a "critical path" schedule showing the chronological order of work. The schedule shall also include each major crew's proposed progress including, but not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer, procurement of materials, scheduling of equipment, equipment required, excavation, paving, clean-up, final job walkthrough, and punch list items.

The Contractor shall note the critical path portions of the schedule with respect to equipment, materials, and labor within the project.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

Add the following:

6-1.3 Notice to Proceed

Within ten (10) days after the execution of the contract, written notice to proceed will be given by the District to the Contractor. Notwithstanding any other provision of the contract, the District shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the District has

knowledge of the furnishing of such work.

6-1.4 Pre-Construction Conference and Weekly Construction Meetings

The Contractor shall attend a pre-construction conference to be held prior to the commencement of the construction at a place and time designated by the Engineer. Representatives of the Contractor, and the District, shall be present and utility agencies, and other affected parties may be present. At this meeting, the Contractor shall designate the project superintendent and the superintendent's authority to act for the Contractor.

Weekly meetings will be held at the office of the Engineer (or other mutually agreed upon location). The purpose of the meetings will be to review work progress, schedule, coordination, and other matters requiring discussion and resolution. The Contractor's General Superintendent, applicable field superintendents, and applicable subcontractors shall attend the meetings.

6-1.5 Final Job Walkthrough Meeting

The Contractor shall attend the Final Job Walkthrough Meeting to be held prior to final payment at a time designated by the Engineer. The Contractor's superintendent and foreman shall be present at all times during the final job walkthrough.

The Contractor shall provide the following at the final job walkthrough meeting:

-) Contract documents
-) All tools and labor to expose all utilities
-) Any as-builts not yet submitted.

Full compensation for schedules and meetings shall be considered incidental to the project and no separate payment shall be made. All costs related to schedules and meetings shall be included in the various other applicable items of work.

6-1.6 District Holidays

For the purposes of this Contract and Section 6-1.7.1, "Working Hours," of these Special Provisions, designated District legal holidays are:

-) January 1st
-) The third Monday in February (President's Day)
-) the last Monday in May (Memorial Day)
-) July 4th (Independence Day)
-) the first Monday in September (Labor Day)
-) Thanksgiving Day
-) The day after Thanksgiving Day
-) December 25th

If any of the above holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Holidays falling on Sunday will be observed on the following Monday.

6-1.7.1 Working Hours

Regular working hours shall be within the hours of 7:00 a.m. and 5:00 p.m., unless otherwise authorized by the Engineer. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 7:00 a.m. without the written approval of the District Engineer. The following required information shall be provided to the District Engineer in writing a minimum of ten (10) days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work
2. Complete description of work to be done
3. Number and type of equipment to be used
4. Noise mitigation measures to be employed
5. Distance of the nearest resident to the work

6. Inspection required

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the District from payments due the Contractor.

6-1.7.2 Work Hours Restriction

The Contractor shall conform to all working hours required by permits from other agencies at no additional cost.

Overtime work will be permitted, upon prior approval of the Engineer, as is necessary to prevent inconvenience to facilities including but not limited to businesses, restaurants, hotels, hospitals, and medical offices.

To allow for the adequate inspection of the work by the District, the following contract items shall have the hours of work restricted as follows:

1. Restricted Working Hours: May be limited due to location and timing of construction, i.e. schools etc.
2. Construction-related truck trips (workers, equipment and deliveries): shall not be scheduled during peak traffic hours between 4 p.m. and 6 p.m. In no case shall materials delivery or distribution, hauling of excavation or demolition material, or concrete delivery be conducted during the time period listed above.

6-3 Suspension of the Work

6-3.1 General

Add the following:

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made. No additional compensation will be allowed by reason of such temporary suspension of work when the Contractor can reasonably reschedule work at a different location.

6-3.2 Archaeological and Paleontological Discoveries

Add the following:

If the Engineer stops any portion of the work due to archaeological and/or paleontological discoveries, the Contractor shall continue work in other areas without interruption. The Engineer may order work stopped in other areas if, in the District's opinion, the find may be more extensive than it appears from uncovered material.

Should the contract be delayed beyond the required time of completion because of a stop-work order issued under the provisions of this section, the time of completion may be appropriately extended by change order. Should the need for labor, materials, or equipment arise under this section, it shall be considered as extra work in accordance with the General Conditions.

The District may provide a qualified archeologist and/or a Native American to monitor construction activities. If so, these monitors shall have the power to stop work if potentially significant features are found.

6-6 Delays and Extensions of Time

Add the following:

6-6.1 General

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Engineer to

have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

6-6.2 Extensions of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with 6-9.1. The District, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the District's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in 6-6.5 but will not be assessed damages pursuant to 6-9.

Replace with the following:

6-6.4 Written Notice and Report

If the Contractor desires payment for a delay as specified in 6-6.3 or an extension of time, it shall file with the Engineer a written request and report of cause within ten (10) working days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

Add the following:

6-6.5 Compensation to District for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to 6-6.2 shall be the actual cost to the District of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-7 Time of Completion

Add the following:

6-7.4 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within 180 working days from the effective date of Notice to Proceed.

6-8 Completion, Acceptance, and Warranty

Add the following:

6-8.1 Completion and Acceptance

A job walk will be performed at such time as the Contractor indicates that approximately ten (10) items remain to be completed. A list of the remaining items (a punch list) will be prepared by the Engineer and given to the Contractor.

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the District Engineer, the project will be submitted to the District Board who may accept the completed work.

The Engineer, in reporting completion to the Engineer, will give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility.

6-9 Liquidated Damages

Add the following:

6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents, as modified by any extension of time granted pursuant to 6-6.1.3, damage will be sustained by the District. Because of the difficulty in computing the actual material loss and disadvantage to the District, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the District the amount of

damages set forth herein as representing a reasonable forecast of the actual damages which the District will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the District will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the District for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the District of the contract.

Damages for avoidable delays shall be in the amount of \$750.00 for each consecutive calendar day in excess of the time specified for completion of the work.

Section 7 - Responsibility of the Contractor

Add the following:

7-2.2 Certified Payroll Requirements (Supersedes 7-2.2)

The Contractor shall comply with all applicable provisions of Section 16100 of Title 8 of the California Code of regulations, which require the Contractor to keep accurate records of work performed as provided in Labor Code Section 1812, to allow District to inspect contractor's payroll records pursuant to Labor Code Section 1776 and Section 16400(e) of Title 8 of the California Code of Regulations, and to comply with all requirements imposed by law. All certified payroll shall be submitted at least bi-weekly to the Department of Labor Standards Enforcement eCPR website located at <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>. Contractors will be required to register at the site to submit certified payroll. The District reserves the right to withhold progress payments until all proper certified payrolls have been entered and verified. Contractor shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Add the following:

7-3.1 Insurance (Supersedes 7-3)

Liability Insurance Required of the Contractor.

The Contractor shall, at its sole cost and expense, obtain and maintain at all times during the entire period of performance under the Contract, including the warranty period described in Section 6-8.3 of the Greenbook, the liability insurance as outlined in this Section. Before the Contract is executed on behalf of District, and throughout the period that such insurance is required, the Contractor shall (i) file with District a certificate or certificates of insurance, with all required additional policy endorsements, signed by a duly authorized representative of each insurer evidencing that such insurance coverage is in effect, and (ii) provide District with such other documents and/or instruments requested by District evidencing the Contractor's compliance with this section.

Additional Requirements

With respect to all insurance required to be maintained by the Contractor, the Contractor shall comply, or ensure compliance, with all of the following:

1. The Contractor must provide District with a certificate or certificate(s) of insurance (ACORD Form 25 or its equivalent) and such other evidence satisfactory to Montecito establishing that such coverage applies separately and exclusively to the Work.
2. Failure of District to demand such certificate or other evidence of full compliance with these insurance requirements, and/or failure of District to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
3. District shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Contractor shall not be entitled to any extension of time for completion of the Work due to Contractor's failure to provide evidence of insurance as provided herein.

4. Failure to maintain the required insurance may result in termination of the Contract at the option of District.
5. If Contractor fails to maintain the insurance as set forth herein, District shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
6. Any failure to comply with reporting or other provisions of any insurance policy, including, without limitation, breaches of warranties, shall not affect the coverage provided to the Additional Insureds.
7. The Contractor's insurance shall apply separately to each of the Additional Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause acceptable to District, such policies shall be endorsed to provide cross-liability coverage acceptable to District.
8. The Contractor shall notify District at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including without limitation any change in the insurance carrier or the scope of coverage.
9. All of the insurance shall be provided on policy forms satisfactory to District.
10. Any deductible or self-insured retention must be declared to and approved by District in writing. District may, in its sole discretion, require Contractor to cause the insurer to reduce or eliminate such deductibles or self-insured retentions.
11. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent unless otherwise approved by District.
12. Contractor shall provide certified copies of all insurance policies required above within ten (10) Calendar Days of written request by District.
13. In the event that the Contractor employs Subcontractors as part of the services covered by the Contract, it shall be the Contractor's responsibility to require and confirm that each Subcontractor meets the minimum insurance requirements specified herein or such other insurance requirements approved by District. When requested by District, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.
14. With respect to completed operations insurance., Contractor shall promptly provide, and/or shall cause Subcontractor(s) to promptly provide, additional certificates of insurance evidencing such coverage whenever requested by District.
15. By requiring insurance herein, District does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Montecito in this Contract.
16. Contractor shall notify District immediately if any aggregate insurance limit is exceeded at any point during the Contract period, including during the warranty period. In such a case, Contractor shall purchase additional insurance coverage to meet the requirements of the Contract.
17. Contractor shall be responsible for delivering to District the completed Work in accordance with the Contract, except as expressly provided in Section 7105 of the Public Contract Code. Should the Work be damaged by fire or other causes before acceptance of the completed Work By District, it shall be replaced by the Contractor, in accordance with the Specifications without additional expense to District. District does not carry "Course of Construction" or "Builder's Risk" insurance. It is the Contractor's responsibility to arrange its own insurance to protect its interests and fulfill the requirements stated herein.

Replace with the following:

7-3.2 General Liability Insurance

Contractor shall obtain insurance of the types and in the amounts described below.

Commercial General Liability (CGL) and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence. CGL may be supplemented with commercial umbrella insurance to attain the required limit. On projects with a Contract Amount less than One Million Dollars, the limit may be reduced from Five Million Dollars (\$5,000,000) to Three Million Dollars (\$3,000,000). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project by including ISO Designated Construction Project(s) General Aggregate Limit endorsement CG 25 03 or a substitute providing equivalent coverage. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Umbrella Liability Insurance shall provide additional insured coverage and per project status as required for the CGL Insurance.

The Additional Insureds are defined as Montecito Water District, the public and private owners of all properties where the Work will be performed, the individuals or entities required in the Special Conditions to be named as additional insureds, and each of their respective directors, officers, employees, agents, and/or volunteers. The Additional Insureds shall be included as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalents. ISO endorsement CG 20 37 shall include coverage for the Additional Insureds with respect to liability arising out of the completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of the Additional Insureds for a period of two (2) years following the issuance of the Statement of Acceptance by Montecito pursuant to General Conditions Section 6.4.1. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insureds. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance, self-insurance, or other coverage, if any, maintained by the Additional Insureds shall be non-contributory.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.

Coverage under the policy shall include bodily injury and property damage arising from equipment that District as temporarily placed in the custody of Contractor.

Continuing Completed Operations Liability Insurance

Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than Three Million Dollars (\$3,000,000) each occurrence for a least two (2) years following the issuance of the Statement of Acceptance by District. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01 12 07.

Replace with the following:

7-3.3 Worker's Compensation Insurance

At all times during the entire period of performance under the Contract, including throughout the warranty period(s) required under the Contract, the Contractor and all Subcontractors shall maintain workers' compensation and employer's liability insurance covering all persons employed directly by them or through subcontractors in carrying out the Work, all in accordance with California law including the California "Workers' Compensation and Insurance Act" and any amendments thereto. Workers' compensation insurance shall not be required for contracts to furnish materials and equipment only. The commercial umbrella and/or employer's liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million (\$1,000,000) each employee for bodily injury by disease.

Before the Contract is executed on behalf of District, the Successful Bidder shall furnish evidence satisfactory to Montecito that such workers' compensation insurance and employer's liability insurance is in place. Contractor waives all rights against the District, the Engineer, the public and private owners of all properties where the Work will be performed, the individuals or entities required in the Special Conditions to be named as

additional insureds, and their respective directors, officers, employees, agents and/or volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to the Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to effect this waiver.

Replace with the following:

7-3.4 Automobile Liability

Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used by Contractor.

Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The policy shall not possess any endorsements that in any manner whatsoever restrict coverage as it pertains to the Additional Insureds.

If the Work involves transportation of hazardous materials, pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos, endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

Contractor waives all rights, if any, against District, the Engineer, the public and private owners of all properties where the Work will be performed, the individuals or entities required in the Special Conditions to be named as additional insureds, and each of their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent such damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to these Instructions or under any applicable auto physical damage coverage.

Add the following:

7-3.5 Builders Risk Insurance

Contractor shall purchase and maintain in force builders risk insurance on the Work. Such insurance shall be written on a completed value form and in an amount equal to the Contract Amount plus fifteen percent (15%), subject to subsequent modifications of the Contract Amount. The insurance shall:

- 1) Apply on a replacement cost basis.
- 2) Name as insured District, Contractor, and all subcontractors in the Work.
- 3) Contain a provision that the insurance will not be canceled or allowed to expire until at least thirty (30) Calendar Days' prior written notice has been given to District.
- 4) Cover the entire Work at the Site, including reasonable compensation for engineers' services

and expenses made necessary by an insured loss. Insured property shall include temporary structures, buildings and falsework, portions of the Work located away from the Site but intended for use at the Site, and shall also cover portions of the Work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

- 5) At a minimum, cover the same perils as insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including consequential damage to other covered property caused by collapse resulting from design error.
- 6) Be maintained in effect until the date on which Final Payment has been made.

Any deductible applicable to the insurance purchased in compliance with Subsection this Section shall not exceed ten thousand dollars (\$10,000), and any insured making a claim to which a deductible applies shall be responsible for up to ten thousand dollars (\$10,000) of the loss not insured because of the deductible. If any part of a loss is not covered because of the application of a higher deductible amount, such loss shall be paid by Contractor.

Before the Contract is executed, the Contractor shall provide to Owner a copy of the insurance policy obtained in compliance with this Section. If the policy is not available, Contractor shall provide an accurate summary of the policy's coverages, conditions, exclusions, and endorsements, and a copy of the policy itself within 10 Calendar Days after receiving it and before commencing work at the Site.

If District is damaged by the failure of Contractor to maintain insurance as required in this Section, the Contractor shall bear all reasonable costs properly attributable to that failure.

Contractor shall purchase and maintain boiler and machinery (equipment breakdown) insurance covering insured objects during installation and until final acceptance by Owner. This insurance shall name as insured Owner, Contractor, and subcontractors and sub-subcontractors in the Work.

Waiver of Subrogation. Owner and Contractor waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery of damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to the requirements of this Section, or any other property insurance applicable to the Work.

If the builders risk insurance and other property insurance policies purchased as required above do not allow the insured to waive rights of recovery against others prior to loss, Contractor shall cause them to be endorsed with a waiver of subrogation as required above.

Partial occupancy or use of the Work shall not commence until the insurance company or companies providing insurance as required in this Section have consented to such partial occupancy or use. District and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

Add the following:

7-3.6 Hold Harmless

Contractor's Responsibility for Defense and Indemnification.

Definitions. As used herein:

"Indemnitees" means and includes Montecito Water District, the individuals or entities required in the Special Conditions to be named as additional insureds, and their respective directors, officers, employees, agents, consultants and authorized volunteers.

"Losses" means and includes any and all suits, claims, demands, causes of action, proceedings, damages (including, without limitation, damages to the Work itself), costs, expenses, attorneys' fees, penalties or liabilities, in law or in equity, of every kind or nature whatsoever.

Duty to Indemnify. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnitees and each of them from and against:

- 1) Any and all Losses for, injury to or death of any person including, but not limited to the Contractor and Indemnitees, or any of them, and any and all Losses for damages to or destruction of property of any person, including, but not limited to the Contractor and Indemnitees, or any of them, which Losses arise out of or in any manner directly or indirectly relate to the Work, including without limitation any Losses arising from or relating to any improper materials, implements, or appliances used in construction, however caused, or from the negligence or carelessness of the Contractor or the Contractor's agents or employees in the performance of the Work, or in guarding or maintaining the Work, or by or on account of any act or omission of the Contractor, the Contractor's agents or employees, or from the negligence or willful misconduct of the Contractor or the Contractor's agents or employees;
- 2) Any and all Losses arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor or the Contractor's employees or agents; and
- 3) Any and all Losses arising out of, resulting from or on account of the failure, neglect, or refusal of the Contractor or the Contractor's employees or agents to faithfully perform the Work and all of the Contractor's obligations, whether expressed or implied, under the Contract.

The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees, and any of them, in any and all such suits, claims, actions, or other proceedings. The Contractor's duty to indemnify shall not be affected or in any way diminished by the fact that the Indemnitees, or any of them, may have jointly caused or contributed to the liability or claim by their acts, omissions, conduct or negligence, provided however, that nothing herein shall require the Contractor to indemnify District, for liability resulting from District's sole or active negligence or willful misconduct or for defects in design furnished by District.

Duty to Defend. To the fullest extent allowed by law, the Contractor shall defend, through counsel of District's choice, at the Contractor's own cost, expense and risk, any and all such aforementioned suits, claims, demands, causes of action, proceedings, damages, costs, expenses, losses, penalties or liabilities, or other proceedings of every kind that may be brought or instituted against the Indemnitees, and any of them. The Contractor's duty to defend shall not be affected or diminished by assertions or allegations that the Indemnitees, or any of them, are, or may be partially, actively or solely negligent or may have jointly caused or contributed to the liability or claim by their acts, omissions, conduct or negligence.

Reimbursement Obligation. The Contractor shall reimburse the Indemnitees, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in enforcing the defense or indemnity provisions of the Contract.

Insurance Proceeds. The Contractor's obligation to indemnify and defend shall not be restricted to insurance proceeds, if any, received by the Indemnitees.

Subcontractor's Duties of Defense and Indemnity. The Contractor shall include provisions in its subcontracts requiring defense and indemnification of the Indemnitees on the same terms required hereunder.

7-5 Permits

Add the following:

7-5.1 Permits

County permit rules apply to this work. The Contractor shall conform to all of the regulations and requirements of all permits issued to the District related to this project.

7-8 Work Site Maintenance

Add the following:

7-8.3 Noise Control

The Contractor shall comply with all applicable noise control regulations.

The Contractor shall use only such equipment on the work, and in such state of repair, that the emission of sound therefrom is within the manufacturer's noise tolerance level of that equipment; and as established by accepted standards of the industry. Should it be determined that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

Add the following:

7-8.7 Cleanup and Dust Control

The Contractor shall prevent dust, grit, excessive noise, and other nuisances in and around the work areas during the entire contract period, including holidays and weekends.

During site grading and transportation of fill materials, and heavy vehicle movement, regular water sprinkling shall occur, using reclaimed water whenever the Engineer determines that it is reasonably available. During clearing, grading, earth moving or excavation, sufficient quantities of water, through use of either water trucks or sprinkler systems, shall be applied to prevent dust from leaving the site. At a minimum, this will include wetting down such areas in the late morning and after work is completed for the day. Each day, after construction activities cease, the entire area of disturbed soil shall be sufficiently moistened to create a crust. Increased watering frequency will be required whenever the wind speed exceeds 15 mph.

Trucks transporting fill material to and from the site shall be tarped from the point of origin. The haul route(s) for all construction-related trucks, three tons or more, entering or exiting the site, shall be approved by the Engineer. After clearing, grading, earth moving or excavation is completed, the entire area of disturbed soil shall be treated to prevent wind pickup of soil. This may be accomplished by:

- a. Spreading soil binders;
- b. Sufficiently wetting the area down to form a crust on the surface with repeated soakings as necessary to maintain the crust and prevent dust pickup by the wind;
- c. Other methods approved in advance by the Air Pollution Control District.

All roadways, driveways, sidewalks, etc., should be paved as soon as possible after grading unless seeding or soil binders are used.

At the end of each workday, the Contractor shall sweep the street clean of all sand, gravel, base, and other debris. The Contractor shall dispose of all excess excavated materials daily and bear all costs or retain any profit incidental to such disposal.

If the Contractor fails to control dust in accordance with these contract specifications, the District reserves the right to hire another Contractor or agency to perform this work on a "force account" basis. The total cost for performing this dust control work using another Contractor or agency will be deducted from the total contract price at final payment.

7-8.8 Water for Construction

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project.

Attention is also directed to the provisions of Section 7, "Responsibilities of the Contractor", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Reasonable quantities of water for construction purposes as required by these Specifications will be provided from District hydrants and recorded by the Contractor for payment to MWD.

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary. The Contractor shall, whenever possible and not in conflict with these specifications, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

All water, reclaimed or potable, used for the proposed construction, including testing, shall be metered. The Contractor is responsible for furnishing a water meter to be installed at the hydrant location and reporting daily metered water usage to the District at the end of each month. The District will invoice the Contractor separately for water used during construction.

7-9 Protection and Restoration of Existing Improvements

Add the following:

7-9.1 Protection and Restoration of Existing Improvements

After the Contract is awarded and before the commencement of work, Contractor and Engineer shall make a thorough examination of all existing buildings, structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by construction operations. Periodic examinations of existing structures and other improvements in the vicinity of the work shall be made jointly by authorized representatives of the Contractor, Engineer, and the affected property owners. The scope of the examination shall include cracks in structures, settlement, surface conditions, broken pipes and sprinklers, leakage, and similar conditions. Records in triplicate of all observations shall be prepared by the Contractor and each copy of every document shall be signed by the authorized representative of the District and of the Contractor. Photographs, as requested by the District, shall be made by the Contractor and signed in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the Engineer. These records and photographs are intended for use as evidence in ascertaining whether and to what extent damage occurred as a result of the Contractor's operations, and may be relied upon by the Engineer as a sufficient basis for assessing charges to the Contractor for any such damages. Contractor is responsible for providing security of uncured concrete to ensure that wet concrete is not vandalized. Security is a part of the cost of construction of the sidewalk and no additional payment will be made therefore.

Interference and damage to existing improvements, utilities, buildings, irrigation, landscaping, and appurtenances by the Contractor must be repaired by and rectified at the Contractor's expense and to the District's approval and satisfaction. The Contractor shall repair the damage within 15 working days after the damage occurred.

All spandrels, cross gutters, curbs and gutters, curbs, curb painting, driveways, sidewalks, sidewalk drains, and similar structures, plus landscaping and erosion control vegetation that are broken or damaged by the installation of the work shall be reconstructed by the Contractor at the Contractor's expense. Reconstruction shall be of like material, with the same finish, and in not less than the same dimensions as the original work. Repairs to concrete work shall be made by removing and replacing the entire section between joints or scores (not merely refinishing any damaged part). All work shall match the color, texture, quality, and joint location of the existing improvements.

All joints for concrete resurfacing shall have 0.25-inch radius tooled edges and shall be sealed with Type "E" joint sealant as specified in subsection 303-1.8.7 of the Standard Specifications. Weakened-plane joints shall be placed at intervals no greater than ten (10) feet on center and shall be aligned with existing joints or at other locations as directed by the Engineer. Weakened-plane joints are to extend a minimum of one-third of the slab thickness. Damaged concrete resurfacing shall be repaired using high-strength, non-shrink epoxy grout as directed by the Engineer and at Contractor's expense.

If existing newspaper stands, signs, or other structures located in the sidewalk conflict with the proposed work, the Contractor shall relocate these facilities per the direction of the Engineer.

Full compensation for protection and restoration of existing improvements shall be considered incidental to the project and no separate payment shall be made. All costs related to protection and restoration of existing improvements shall be included in the various other applicable items of work.

7-9.2 Existing Trees and Vegetation

All cultivated and landscaped areas and other surface improvements that are damaged or disturbed by actions of the Contractor shall be restored as nearly as possible to their original condition at the Contractor's expense.

Full compensation for work on existing trees and vegetation shall be considered incidental to the project and no

separate payment shall be made. All costs related to work on existing trees and vegetation shall be included in the various other applicable items of work.

7-10 Safety

Add the following:

7-10.1 Public Notifications

- A. Within five (5) days prior to beginning work, that will impact water delivery to customers in the project area, the Contractor shall notify the District of the work to be completed, including location and timing of the work. The District will deliver notices to each business and resident adjacent to the Work areas included in this Contract.

Sample Public Notifications

MONTECITO WATER DISTRICT

NOTICE

TO AREA BUSINESSES & RESIDENTS

The Montecito Water District is pleased to inform you that (Contractor), will be performing various throughout the District as part of the ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT.

Work on your street will be begin on (Date) between the hours of 7:00 a.m. and 5:00 p.m. Local access will be maintained during most of the work; however, parking restrictions will be in effect during the work hours. Parking restrictions will be posted 72 hours in advance of the work.

We appreciate your patience and understanding during this inconvenience. If you have any questions or require additional information, please contact the following:

- _____ (Contractor's Name), (Contact's Name), (Contact's Telephone Number)
- Montecito Water District, (Engineering Manager's Name), (Telephone Number)

MONTECITO WATER DISTRICT

NOTICE

TO AREA BUSINESSES & RESIDENTS

The Montecito Water District is pleased to inform you that (Contractor), will be performing various throughout the District as part of the ASHLEY ROAD WATER MAIN REPLACEMENT PROJECT

Beginning on (Date) it will be necessary that we gain access to the [facility] located on your property between the hours of 7:00 a.m. and 5:00 p.m. We expect all work from the [facility] on your property to be completed no later than (Date). Please make arrangements for access to the District's [facility] (e.g. animals, locked gates, and overgrown vegetation)

We appreciate your patience and understanding during this inconvenience. If you have any questions or require additional information, please contact the following:

- _____ (Contractor's Name), (Contact's Name), (Contact's Telephone Number)
- Montecito Water District, (Engineering Manager's Name), (Telephone Number)

7-10.1.2 Pedestrian and Bicycle Access

Pedestrian and bicycle access along one side of all streets in project area shall be allowed **24 Hours, 7 days a week.** The Contractor shall make provisions for pedestrians throughout construction. All pedestrian detours shall minimize inconvenience to the pedestrian and be compliant with the Americans with Disabilities Act (ADA).

Keep entrances serving premises clear and available to District, District's employees and public at all times. Provide temporary access surfaces as required to maintain access. Such surfaces shall be made safe for users, and shall include railings if necessary to ensure user safety. Do not use access areas for parking or storage of materials.

No utility shutdowns shall be permitted without prior written permission from the District. Schedule of all necessary utility shutdowns shall be coordinated with the property District and/or tenant and tenants shall be notified in writing of utility shutdowns 48 hours in advance of required service disruption.

7-10.1.3 Storage of Equipment and Materials in Public Streets

Add the following:

Storage of construction materials and equipment within the limits of the portion of the intersection under construction will be allowed Monday through Friday. Construction equipment shall be removed from streets on weekends and holidays. Construction materials may be allowed to remain in the public right of way if the Contractor obtains prior consent of Engineer. The area shall be left in a neat and orderly condition on weekends and holidays, including hand sweeping to remove debris.

7-10.4 Safety

Add the following:

- A. Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these requirements are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with the governing safety provisions and shall comply with the obligations set forth therein.
- C. Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. The Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. Work shall be performed in a fire safe manner. Furnish and maintain on the site adequate fire fighting equipment capable of extinguishing incipient fires. Contractor shall comply with applicable federal, local, and state fire prevention regulations. Where these regulations do not apply, follow applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).
- E. Engineer's duty to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- F. As part of safety program, the Contractor shall maintain at its office or other appropriate location at the job site, safety equipment applicable to the Work as prescribed by the governing safety authorities, and articles necessary for giving first-aid to the injured. The Contractor shall establish procedures for the immediate removal of persons who may be injured on the job site to a hospital or a doctor's care.
- G. Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalks or walkways. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
- H. The Contractor shall construct and maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, or barricades, as applicable, at all openings, obstructions, or other hazards in streets,

sidewalks, parking lots, open spaces, and other areas affected by the Work. Such barriers shall have adequate warning lights as necessary or required for safety.

- I. If death, serious injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. In addition, Contractor shall promptly report, in writing, all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site, giving full details and statements of witnesses.
- J. If a claim is made by anyone against the Contractor or any subcontractor on account of accident, Contractor shall promptly report the facts to District in writing, giving full details of the claim.

Section 8 – Facilities for Agency Personnel

Section 9 - Measurement and Payment

Add the following:

9-3.5 Request for Payment

Progress payments will be made monthly by the District after receipt of a properly completed request from the Contractor. The Contractor shall submit all such requests for monthly progress payments, and shall include the following forms as applicable:

Form CC1: Progress Payment Request

This form is to be completed and signed by the Contractor and attached as a cover sheet to the request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities. (District will accept the Contractor's standard form if it provides the required information.)

Form CC3: Quantity Change Verification Form

This form is required before any payment can be made based on actual quantities exceeding bid quantities. At the conclusion of the contract, the District will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Form CC4: Final Release Form

This form must accompany all requests for final payment.

MONTECITO WATER DISTRICT

**Construction Contract
Progress Payment Request**

<p>From: _____</p> <p style="text-align: center;"><i>Contractor</i></p> <p>_____</p> <p style="text-align: center;"><i>Address</i></p>	<p>Date range for work completed _____ / _____</p> <p style="text-align: center;">From To</p> <p>Contract No.: _____</p> <p>Payment Request No.: _____</p>
<p>To: MONTECITO WATER DISTRICT Engineering Department 583 San Ysidro Road Montecito, California 93108</p>	<p>Project Name: [PROJECT TITLE]</p>

Original Contract Amount:	\$
Approved Change Orders through #: _____	\$
Quantity Changes: (Requires Project Engineer verification)	\$
Total Contract Amount to Date:	\$

Value of Work Completed to Date:	\$
Less Retention:	\$
Subtotal:	\$
Less Previous Payments Approved:	\$
Progress Payment Requested:	\$

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

<p>_____</p> <p><i>Signature</i></p>	<p>_____</p> <p><i>Print Name</i></p>
<p>_____</p> <p><i>Title</i></p>	<p>_____</p> <p><i>Date</i></p>

MONTECITO WATER DISTRICT

**Construction Contract
Progress Payment Request - Detail**

Date:

Payment Request No:

Contract No.:

Contractor:

Project Name: **Error! Reference source not found.**

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								

Contractor Signature _____

Date _____

Inspector Signature _____

Date _____

MONTECITO WATER DISTRICT

Construction Contract Final Release Payment

From: _____
Contractor

Address

Date: _____

Contract No. _____

Payment Request No. _____

Project Name: **Error! Reference source not found.**

To: MONTECITO WATER DISTRICT
Engineering Department
583 San Ysidro Road
Montecito, California 93108

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Engineer, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the Engineer to approve such final payment for Contractor in connection with the project named.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature:

Print Name:

Title:

Date:

NOTICE: A signed final release is required with submittal of request for payment.

Add the following:

9-3.5 Required Claims Procedures

For claims of the Contractor arising out of this Contract, Contractor shall not be entitled to payment for any act, condition, circumstance, or failure to act, by the District, including refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the Engineer written notice of potential claim as herein provided. Compliance with this Section shall not be a prerequisite to matters within the scope of specific protest provisions contained elsewhere in these specifications.

A written notice of potential claim shall set forth the reasons for which the Contractor believes compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. Said written notice of potential claim shall be given to the Engineer within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Where it may be anticipated that work, damages or a claim may arise from any circumstance, occurrence or something required to be done, Contractor shall give notice to the Engineer of such potential claim or damages at the earliest time possible.

The Contractor shall promptly provide the Engineer with any information and evidence necessary for the Engineer to determine the extent and cause for the costs or damages claimed. The Engineer shall order or provide a review and analysis of the evidence regarding such potential claim and shall inform the Contractor as regarding any determinations within thirty (30) days after submission of the evidence of potential claim. If no determination is made within such thirty (30) days, the Contractor may proceed as if the claim were rejected by the District.

It is the intention of this Section that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that damages or unexpected costs can be avoided, potential claims may be settled, if possible, or that other appropriate action taken in time to avoid unusual costs. The Contractor hereby agrees that Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

A determination to award a potential claim shall be included on completion of the work in the recommendation of the Engineer to the Engineer, provided that payment of a potential claim does not cause the total amount of the contract, including Extra Work, to exceed the total contract amount as originally approved by the District Board. In the event a determination to award a potential claim will result in a total contract amount to exceed the amount originally approved by the District Board, then the award of the potential claim must be approved by the District Board. Where the Engineer determines against an award for a potential claim the Contractor shall pursue the claim in accordance with the provisions of the California Public Contract Code.

Article 1.5 of Chapter 1, Part 3 of the California Public Contract Code (Sections 20104 et seq.) are set forth as follows:

§ 20104. Application of article; provisions included in plans and specifications

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

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

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

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

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims

must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

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

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

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

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

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

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

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

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

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

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses The following procedures are established for all civil actions filed to resolve claims subject to this article: (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil

Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments

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

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

California Public Contract Code 9204 is set forth as follows:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

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

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

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

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

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

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

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

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

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

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

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

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a

public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

The filing of a notice of potential claim shall not relieve Contractor of the obligation to file a timely claim with the Montecito Water District in accordance with the provisions of the California Public Contract Code nor shall the filing of a notice of potential claim extend the time for filing such claim, nor shall it impact the requirement to file a Government Code claim with Montecito Water District.

Any claim in excess of \$375,000 must be filed with the District Clerk not later than 30 days after the date of the decision of the Engineer that is disputed by the Contractor. Such claim must be in writing and include documents necessary to substantiate the claim. The District Engineer may order an investigation of the claim and may conduct a hearing at which the Contractor may present evidence regarding the matter. At the conclusion of any investigation and hearing the recommendation of Engineer or designee and the reasons therefore shall be forwarded to the District Board for its action on the claim. The submission of a claim in accordance with this Paragraph is a prerequisite to the institution of any civil action regarding the amount in dispute.

END OF PART B

PART C – SPECIAL PROVISIONS – TECHNICAL

SECTION C1 – GENERAL CONSTRUCTION REQUIREMENTS

C1.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2015 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods), Part 4 (Alternate Materials), Part 5 (Pipeline System Rehabilitation), and Part 6 (Temporary Traffic Control) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

The work provided herein shall conform to the Montecito Water District (MWD) Construction Standards.

The following reference specifications may apply to portions of the work as adopted by each entity including all addenda, modifications, amendments or other lawful changes thereto:

-) Caltrans Standard Specifications and Standard Plans, 2015 Edition
-) California MUTCD, 2014 Edition and additional revisions
-) County of Santa Barbara Department of Public Works Transportation Division, Engineering Design Standards, 2011 Edition

C1.02 Work Description

Phase 1 – Contractor shall:

- a. Excavate and cut existing 8" DIP on both sides of project and install one new 8" Mueller gate valve (FL x MJ) on either side of the project. Flange shall be on bridge side of project.
- b. Install Temporary Pipeline:
 - i. Install 210 feet of 8" HDPE pipe including fittings to connect to new 8" gate valves. *Note: HDPE pipe in MWD yard should be used first. The length of pipe in MWD yard is 300 feet. Contractor is responsible for required HDPE fittings.*
 - ii. Install two 36" high concrete blocks within creek bed to prop up HDPE pipe within creek. Do not strap pipe to blocks.
 - iii. Pipe shall be buried at least 30" below grade outside of creek.
 - iv. Contractor shall coordinate HDPE pipe location with County contractor to avoid guardrail posts.
- c. Excavate and cut out 3 existing gate valves. These valves were installed in 2017 and the District desires to salvage them. Backfill with native soil. Transport valves to District yard.
- d. Extend 1" copper service line serving 797 Ashley Road to Right of Way line. Copper tubing to be extended 15 feet from existing tubing to new meter location. Contractor shall install new 1" copper tubing, new 1" angle meter stop, meter and meter box. This meter must remain in service throughout project except during single day shutdowns. Contractor shall coordinate with homeowner's plumber on private side repairs and shutdown.
- e. Remove meter and meter box serving 809 Ashley Road and return to MWD yard. Meter does not need to be in service until project is completed.

Phase 2 – Contractor shall:

- a. Install Permanent DIP Pipeline
 - i. Install 2 x FL x MJ adapters at point of connection between 8" gate valves and 8" DIP
 - ii. Install 190 feet of 8" DIP water main including 4 x 45 bends, 2 x 22.5 bends, 2 x 11.25 bends, and 1 x 8x8x6 hydrant tee.
 1. 66 feet of the total length shall be encased in the bridge deck. DIP shall be bell and plain end spools with casing spacers and factory flanges on either end. DIP
 2. DIP bell joints shall have locking gaskets within the bridge deck. Bell joints outside of the bridge can have standard rubber gaskets.
 3. Casing size is scheduled at 12" per County plans but District has requested a 16" casing and Contractor shall cost the project as such.

- iii. Install hydrant valve (6" Mueller gate valve), 6" hydrant lateral (12 feet), hydrant bury, spool, and hydrant in accordance with District standards.
- b. Restore service to 809 Ashley Road
 - iv. Install 8" x 1" Jones saddle, 1" Jones corp stop, 1" copper tubing, 1" AMS, 1" x 3/4" bushing, 3/4" meter, and meter box.
- c. Remove of all temporary 8" HDPE water mains, fittings, and connections. All HDPE pipe and fittings shall be stockpiled at District yard. Concrete support blocks must also be removed and stored in the District yard.

All mechanical joints shall have megalug restraints. Each bend shall be supported by a concrete thrust block in accordance with District standards. The trench shall be constructed in accordance with the detail on Sheet 3. Finish paving shall grind and overlay asphalt 6-inches beyond the edge of the trench. See Attachment 1 for design drawings, Attachment 2 for County design drawings for the bridge project.

Assumptions

-) All work shall be completed in accordance with Greenbook 2015 version.
-) All work shall be completed in accordance with District Construction Standards
-) Both the HDPE and DI pipes shall be disinfected and flushed prior to full tie-in.
-) Contractor to perform pressure testing.
-) District to perform bacteriological testing
-) District personnel will notify residents of any shutdowns required and be responsible for opening/closing valves.
-) District will be responsible for obtaining all required permits and approvals.
-) On site storage of equipment and materials must be coordinated with County by Contractor.
-) Temporary water shutdowns will be a maximum of 8 hours.

C1.03 Traffic Control and Construction Signs

Contractor shall prepare a Traffic Control Plan (TCP) in accordance with the requirements of these Special Provisions and submit to the MWD Engineer prior to construction. The Contractor is wholly responsible for the preparation and execution of the TCP.

C1.03.01 Truck Traffic Plan and Restrictions

The Contractor shall control the delivery and haul routes of all trucks having three or more axles used in conjunction with this work. This control shall extend to all such trucks owned by the Contractor, subcontractors, second and lower tier subcontractors, material suppliers, commercial hauls, and deliveries of equipment. The Contractor shall include haul routes to be used on this project in the Traffic Control Plan (TCP).

C1.03.02 Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in the Standard Specifications, the standard details for traffic control, Part 6 of the California MUTCD 2014, the traffic control plan, and these Special Provisions.

The base material of construction area signs shall not be cardboard or paper.

"Rough Road" [Caltrans W33] or "Bump" [FHWA W84] signs shall be placed immediately prior to any abrupt changes in grade crossing the traffic lanes. "Loose Gravel," "Slippery," and speed advisory signs shall be placed when appropriate.

During construction, if any elevation changes of 2 inches more exists between adjacent lanes, an "uneven lanes" (W8-11) warning signs must be provided.

Barricades shall conform to the requirements of Caltrans Standard Plan A73C and these Special Provisions. All barricades placed during the hours of darkness as defined by §280 of the California Vehicle Code, shall be equipped with functional type A low intensity warning lights conforming to the requirements of Section 6F.83, "Warning Lights," of the California MUTCD 2014.

Channelizing arrows shall be used in conjunction with cones or delineators to guide traffic to the correct side of the cone lines. On multilane roads, VMS boards shall be used to specify a lane closure.

The construction signage submitted with the traffic plans shall also include placement of two MWD furnished project signs. These signs will be furnished by the MWD Engineer.

C1.03.03 Maintaining Traffic, Pedestrian Access and Transit Access

N/A

C1.03.04 Traffic Control System

N/A

C1.03.05 Traffic Control Plan

N/A

C1.03.06 Trench Plates

All trench plates placed by the Contractor in the traveled way (both vehicular and pedestrian) shall have a slip resistant surface. Prior to leaving each night, plates shall be secured and tested to ensure that they do not move or rattle.

Full compensation for providing a slip resistant surface on traffic plates shall be considered as included in the unit prices paid for the various items of work, which require trench plating and no additional compensation will be allowed therefor.

SECTION C2 – GENERAL CONSTRUCTION MATERIALS

C2.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2015 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods) and Part 4 (Alternate Materials) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

C2.02 Modifications to Standard Specifications

Section 200 – Rock Materials

200 – 1 Rock Products

200-1.2 Crushed Rock and Rock Dust

Modify as follows:

Crushed aggregate shall contain an individual sieve segregation at least 25% of particles having their entire surface area composed of faces resulting from fracture due to mechanical crushing.

200-1.5.6 Paver Bedding Sand/Leveling Course

Sand shall conform to Section 200-1.5.3, “Sand for Portland Cement Concrete”, and shall be washed and conform to the gradation specified for Portland cement concrete in Section 200-1.5.5, “Sand Gradations,” of the Standard Specifications. Sand shall consist of natural or manufactured granular material or a combination thereof, free of deleterious amounts of organic material, mica, clay and other substances not suitable for the purpose intended.

200-1.5.7 Paver Joint Sand

Sand for paver joints shall consist of natural or manufactured granular material or a combination thereof, free of deleterious amounts of organic material, mica, clay and other substances not suitable for the purpose intended. Gradation for this material shall have a maximum 100% passing the No. 16 sieve and no more than 10% passing the No. 200 sieve. Grading for joint sand shall comply with ASTM C-144.

200-2 Untreated Base Materials

Add the following:

200-2.2.3 Quality Requirements

<u>Tests Requirements</u>	<u>Test Method No.</u>	<u>Requirements</u>
R-Value	Calif. 301	78 min.
Sand Equivalent	Calif. 217	28 min.
Durability Index	Calif. 229	35 min.

200-2.2.4 Recycled Aggregate Base

Recycled aggregate base may be used for this project in place of Crushed Aggregate Base. Recycled aggregate base shall conform to the provisions of Section 200-2.4, "Crushed Miscellaneous Base" of the Standard Specifications. Gradation shall conform to coarse gradation. The aggregate shall not be treated with lime, cement, or other chemical materials before the Durability Index test is performed. Untreated recycled asphalt and portland cement concrete will not be considered to be treated with lime, cement, or other chemical materials for the purposes of performing the Durability Index test.

Section 203 - Bituminous Materials

Add the following:

203-3 Emulsified Asphalt

The emulsified asphalt material provided for tack coat shall be Grade SS-1h and shall conform to the requirements of Section 203-3.

203-6 Asphalt Concrete

The asphalt concrete material provided for asphalt concrete pavement shall be Class and Grade D1-PG 64-16 for

asphalt concrete pavement leveling course, Class B-PG 64-10 (3/4-inch) for asphalt concrete base course, and C2-PG 64-10 (1/2-inch or 3/8-inch) for asphalt concrete pavement finish course, unless otherwise shown or specified. The grade of binder to be used for berms and dikes shall be PG 64-16. Asphalt concrete material shall conform to the requirements of Section 203-6 of the Standard Specifications.

Tack Coat (Paint Binder) shall be SS-1, Grade 70 and shall be applied at the rate of 0.15 gallons per square yard to the entire resurfacing area of the concrete and existing asphalt pavement, designated for new pavement.

Fog Seal shall be SS-1, Grade 70, applied at the rate of 0.10 gallons per square yard to all new paved area.

Section 212-5 - Valves

212-5.1 Resilient Wedge Gate Valves

Resilient wedge gate valves and operators shall be rated to a minimum working pressure of 200 psi, and shall conform to the provision and requirements of AWWA C509. **Gate valves shall be used for sizes 8-inch or less.** Gate valves shall be resilient rubber wedge on disc, cast or ductile iron body, mechanical joint type, with non-rising stem and parallel seats conforming to the latest revision of AWWA C509. Gate valves shall be manufactured by AVK or approved equal.

212-5.2 Butterfly Valves

Butterfly valves and operators, other than 10-inch or 12-inch shall be Class 200. 10-inch and 12-inch Butterfly valves shall be Class 250, and all valves shall conform to the provisions and requirements of AWWA C504. The Contractor shall warrant that the Butterfly valves operate properly at the specified minimum working pressure. Butterfly valves shall be operated and tested to demonstrate that they will properly operate after installation. Butterfly Valves shall be used for valves greater than 8 inches. Valves shall be manufactured by Pratt or Mueller. Butterfly valves shall be of the short body, mechanical joint type. They shall be tight closing, rubber seated, conforming to the latest revision of AWWA C504.

SECTION C3 – CONSTRUCTION METHODS

C3.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2015 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods) and Part 4 (Alternate Materials) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

C3.02 Modifications to Standard Specifications

Section 300 – Earthwork

300-1 Clearing and Grubbing

300-1.3 Removal and Disposal of Materials

Attention is directed to Section 300-1, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

Add the following:

At locations indicated on the plans and in these specifications the Contractor shall saw cut, remove, and recycle existing concrete, asphalt concrete including base course, and other hardscape improvements. As feasible, the contractor shall recycle all demolished Asphalt Concrete and Portland Cement Concrete to ensure that none of the material will be disposed of at a landfill.

Concrete Removal

Concrete shall be defined as all or portions of mortared rubble masonry, brick or stone curbs, gutters and sidewalks; and Portland Cement concrete curbs, gutters, sidewalks, access ramps, gutter depressions, driveways, aprons, slope paving, island paving, barriers, retaining walls, spillways, dams, structures, foundations, footings, and all other Portland Cement concrete or masonry construction.

Concrete sidewalks, driveways, and curb and gutters shall be removed to the nearest expansion joint, contraction joint, score mark, or as otherwise directed by the Engineer. Contraction joints and score marks are to be saw cut to the depth of the existing concrete.

Any and all P.C.C. sludge generated during saw cutting shall be removed simultaneously with a suitable wet-dry vacuum and properly disposed of. Failure to sufficiently remove and properly dispose of P.C.C. sludge may result in penalties.

Tree roots shall not be cut indiscriminately with a root saw. Roots shall be cut by hand using a chain saw when encountered in excavation. Roots found to be growing above the grading plane shall be removed to a depth of six inches below the grading plane.

Broken concrete generated from concrete removal operations and debris from root removal operations shall be loaded and disposed concurrently with its removal and becomes the property of the Contractor.

Existing soil, rock, and vegetation shall be removed and disposed as required to accommodate the construction of the various types of miscellaneous concrete improvements and associated placement of aggregate base or sand bedding.

Asphalt Concrete Removal

Any existing asphaltic pavement section adjoining any of the concrete improvements to be replaced shall be removed one and one half (1 ½) feet outside of the limits of the concrete improvements.

300-2 Unclassified Excavation

300-2.1 General

Attention is directed to Section 300-2, "Unclassified Excavation", of the Standard Specifications and these Special Provisions.

The Contractor shall perform all excavation necessary to perform the required work. The excavation shall include the removal and disposal of all materials of whatever nature encountered, which shall include both rock and common excavation, including all obstructions that would interfere with the proper construction and completion of the work, and shall include the furnishing, placing, and maintaining of shoring and bracing necessary to safely support the sides of the excavations.

The Contractor shall dispose of all excess excavated material at his own expense (except materials determined to be hazardous which shall be paid for as approved extra work), and in accordance with the hauling plan.

Section 301 – Treated Soil, Subgrade Preparation and Placement of Base Materials

301-1 Subgrade Preparation

Add the following:

301-1.2 Preparation of Subgrade

The subgrade shall be cut to grade and proof rolled in order to detect isolated unstable areas. Any areas found to be yielding shall be stabilized. If unstable soils are encountered at any time during the grading operation, stabilization will be required prior to placement of aggregate base. Stabilization, if required, shall consist of removing soft, spongy or otherwise unsuitable materials to firm unyielding soil and backfilling with crushed aggregate base.

Section 310 – Painting

310-1 General

Add the following:

Pavement Delineation (pavement striping) shall conform to the provisions in Section 310, "Painting" of the Standard Specifications and as indicated on the project plans. Pavement delineation shall include removing existing traffic striping as needed and replacement in-kind of new traffic striping, stop bars, crosswalks, etc. and red curb painting, as shown on the project plans and as directed by the Engineer. All pavement markings shall be placed in conformance with the California Manual on Uniform Traffic Control Devices (CAMUTCD), 2010.

SECTION C4 – WATER MAIN CONSTRUCTION METHODS

C4.01 – Installation of Water Pipe

All water mains shall be constructed in accordance with the plans, Montecito Water District Construction Standards, the Standard Specifications and Special Provisions.

General

The Contractor shall push (or "bar") the plain end of pipe into the bell end from the bell end only. In no case shall the Contractor push the pipe from the plain end.

The Contractor shall coordinate with the MWD Engineer prior to any temporary cutting and capping of existing water mains, the installation of blow-offs or flush lines not shown on contract drawings.

Deflections and Offsets. When it is necessary to deflect the pipe from a straight line, either horizontally or vertically, the pipe shall be assembled in a straight line, then deflected to the required degree of deflection in accordance with the manufacturer's recommendations. In the case of mechanical joints, the joint shall be loosely assembled, deflected to the required degree of deflection (not exceeding manufacturer's recommendations), and the joint assembled tightly.

Detectable Tape. A continuous length of 3–inch wide detectable tape shall be centered over the water pipe at the top of the compacted backfill and shall be protected from damage or displacement during pavement resurfacing.

Debris in Pipe. At times when water main pipe laying is not in progress, the open ends of the pipe shall be closed with a water tight plug. This provision shall apply during worker breaks as well as overnight, or any other time the pipe is unattended. If water is in the trench, the seal shall remain in place until the trench is free of water. Trench water shall be kept out of the pipe at all times.

Polyethylene Encasement. All ductile iron pipe, fittings, and valves shall be wrapped in 8 millimeter polyethylene encasement per AWWA C105.

Installation Adjacent to Sewer Mains or Laterals. Any water main or service lateral being installed adjacent to a sewer lateral or main must comply with Appendix A of the Department of Health Services "*Criteria for the Separation of Water Mains and Non-Potable Pipelines*".

Cover. The Contractor shall install water pipe with a minimum cover of 30–inches, unless otherwise indicated on the plans, or if valve minimum cover requirements are greater. Ductile Iron Pipe may be installed with a minimum cover of 15 inches only when shown on the plans. Ductile Iron pipe shall be used in any situation where the 30 inches minimum cover cannot be achieved.

Pipe Transitions. In–line transitions between Ductile Iron Pipe and other material pipe shall be accomplished by a solid sleeve coupling only. In no case shall the Contractor "stab" the "other" material pipe plain end into the ductile iron bell, nor shall the Contractor "stab" the ductile iron plain end into the "other" material pipe bell.

For pipe transitions where solid sleeve couplings cannot be installed, Contractor shall submit alternate coupling to the Engineer for approval.

Field Cutting Pipe. The cutting of pipe for inserting valves, fittings, or tie–in sections shall be done in a neat and professional manner without damage to the pipe, or any pipe coatings and linings. The Contractor shall cut the pipe so as to leave a smooth end at right angles to the axis of the pipe. Flame cutting of the pipe by means of oxyacetylene cutting equipment shall not be allowed. To assure a square cut, the pipe shall be marked around its entire circumference prior to cutting.

The cut on the pipe spigot end shall be tapered back or beveled at approximately 1/8–inch at an angle of approximately 30 degrees. This shall be accomplished with a beveling tool, machine grinder, or by file, and shall leave no sharp or rough edges. The spigot end of the pipe shall be marked in order to determine when the pipe is fully seated in the bell.

No joints are permitted within 5 feet of a mechanical joint unless indicated on the plans.

Buried Bolted Connections. All buried bolted connections, including flanged and mechanical joints, restraining harnesses, and locking retainer glands, shall be thoroughly and completely coated with a heavy film of no–oxide

grease and wrapped with a 8–mil thick polyethylene encasement and taped as specified in AWWA C105.

Assemblies shall be made with new gaskets, nuts, and bolts of the proper size. Bolt heads shall be positioned to ensure free movement of nuts after installing concrete thrust blocks.

Torque Settings for Saddles. Nuts for saddles installed on ductile iron pipe shall be tightened to between 40 and 50–foot pounds torque. Contractor to provide submittal of process used to torque the saddle nuts and evidence that the tools used result in the specified torque values.

Thrust Blocks

All plugs, caps, tees, wyes, unbalanced crosses, and horizontal and vertical bends equal to or greater than 11 1/4 degrees shall be provided with concrete thrust blocks in accordance with the details in the plans. Thrust block concrete shall be poured against plywood or approved alternative surfaces with half–rounds cut out against the pipe surface. Concrete shall not be in contact with bolts or extend into the tee bolt area. Joints must remain capable of disconnection without interference of the concrete thrust block. Vertical bends and horizontal bends which are "rolled" vertically more than 45 degrees, shall be vertically retained with thrust blocks and/or anchor rods. Refer to MWD Construction Standard Drawing CS113.

Abandonment or Removal of Existing Water Mains and Appurtenances

Existing water mains that are to be abandoned or are encountered in excavations for the new mains shall, to the extent feasible, remain in place, **and be capped or plugged with concrete** and abandoned in place after all services have been connected to the new water mains. Abandonment of water mains shall include removal of any valve cans or appurtenances.

Existing Valve Abandonment:

The Contractor shall remove all existing valve boxes on abandoned water mains and restore structural and pavement section to match existing.

Waterline Shutdowns

The Contractor shall notify the MWD Engineer one-week in advance of any waterline shutdown. The Engineer will, upon notification by the Contractor and in accordance with the requirements of these specifications, notify customers of scheduled shutdowns and turnoffs, and request MWD forces to operate valves necessary for the Contractor to complete the work. The Contractor shall provide temporary water to customers as necessary. The Contractor shall not operate any existing valves to shut–off or turn on the water except in an emergency situation. When valves do not seal properly, the MWD does not guarantee a dry shutdown in which case the Contractor shall, at the Contractor's expense, provide for dewatering the trench.

Removal and Replacement Procedure

Plans for high–lining for temporary water service during main replacements shall be reviewed by the Engineer, prior to scheduling of shut–downs. All high-lines shall be disinfected with 25 mg/L free chlorine, using Table C1 of these specifications.

Disinfection of Water Mains

Prior to connecting new water mains and appurtenances to the active water system (including installation of valve clusters, fire hydrants, and service saddles/corporation stops), disinfection shall be completed in accordance with these Special Provisions, including passing the bacteriological test. The Contractor shall tie into the water system as soon as reasonably possible, but not more than 72 hours after the bacteriological test has been passed.

The Contractor shall use the Continuous–Feed Method for disinfecting water mains. This section references AWWA C651–86.

The Contractor shall use liquid chlorine or sodium hypochlorite or calcium hypochlorite in the disinfection operations.

) Liquid chlorine contains 100% available chlorine and is packaged in steel containers usually of 100–pound, 150–pound or 1–ton net chlorine weight. Liquid chlorine shall be used only (1) in combination with appropriate gas–flow chlorinators and ejectors to provide a controlled high–concentration solution feed to the water to be chlorinated; (2) under the direct supervision of a person who is familiar with the physiological, chemical, and physical properties of liquid chlorine, and who is trained and equipped to handle any emergency that may arise; and (3) when appropriate safety practices are observed to protect working personnel and the public.

J Sodium hypochlorite or calcium hypochlorite is available in liquid form in glass, rubber-lined, or plastic containers typically ranging in size from 1 quart to 5 gallons; containers of 30 gallons or larger sizes may be available in some areas. Sodium Hypochlorite contains approximately 5% to 15% available chlorine, but care must be used in control of conditions and length of storage to minimize its deterioration.

Water from the existing distribution system shall be made to flow at a constant, measured rate (measured by water meter) into the newly laid water main.

At a point not more than 10 feet downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 25 mg/L free chlorine. To assure that this concentration is provided, the Contractor shall use Table C1, which gives the amount of chlorine required for each 100 feet of pipe of various diameters. Solutions of 1% chlorine may be prepared with sodium hypochlorite or calcium hypochlorite. The latter solution requires 1 pound of calcium hypochlorite in 8 gallons of water.

TABLE C1 - Chlorine Required to Produce 25-mg/L Concentration in 100 feet of Pipe (by Diameter)

Pipe Diameter (inches)	100% Chlorine (pounds)	1% Chlorine Solution (gallons)
4	0.013	0.16
6	0.030	0.36
8	0.054	0.65
10	0.085	1.02
12	0.120	1.44
16	0.217	2.60

During the application of chlorine, no part of the main being tested shall be connected to existing valves. Chlorine application shall not cease until the entire main is filled with heavily chlorinated water. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants in the treated section shall be operated to ensure disinfection of the appurtenances.

At the end of this 24-hour period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L free chlorine.

Direct feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be used for application of liquid chlorine. The preferred equipment for applying liquid chlorine is a solution-feed, vacuum-operated chlorinator and a booster pump. The vacuum-operated chlorinator mixes the chlorine in solution water; the booster pump injects the chlorine solution into the main to be disinfected. Sodium Hypochlorite solutions may be applied to the water main with a gasoline or electrically powered chemical feed pump designed for feeding chlorine solutions.

When the 24-hour contact time has elapsed, the main shall be flushed with an appropriate dechlorination device installed on the outlet pipe. Adequate precaution shall be taken during flushing of the main to preclude property damage or saturation of the surrounding material.

Upon completion of flushing, a sample of the discharge shall be collected in a bacteriological test bottle for testing by MWD. The Contractor shall comply with the County Health Department requirements for conducting the test. MWD, upon notification by the Contractor, shall arrange for the taking of the sample and shall notify the Contractor of the results as soon as they are available.

If the test fails (results are positive), the main must be disinfected, flushed, and sampled again. Such operations must be repeated until results are negative.

Full compensation for disinfection shall be considered as incidental to the project and no separate payment shall be made. All costs related to disinfection shall be included in the various other applicable items of work.

Pressure Testing Pipeline

Modify Section 306–8.9.2 of the Standard Specifications for Public Works Construction (2015 edition) as follows:

Pressure Testing Pipeline shall take place after water main disinfection and bacteriological testing, and shall be conducted per these specifications. Full compensation for pressure testing the pipeline shall be considered as incidental to the project and no separate payment shall be made. All costs related to pressure testing the pipeline shall be included in the various other applicable items of work.

Water Pressure Test

The water pressure test, or leakage test, shall establish that the section of line to be tested, including all joints, fittings and other appurtenances, will not leak within the limits of the applicable leakage allowance.

The Contractor shall provide all necessary apparatus for testing. A double check valve assembly meeting the requirements of the County of Santa Barbara Health Department shall be used at all times. All necessary taps on the main for testing purposes shall be provided and installed by the Contractor at locations designated by the MWD Engineer.

All service saddles, corporation stops, fire hydrants, fire lines, blow–offs, air vacuum valves and appurtenances are to be installed on the main pipeline prior to testing. Tie–ins shall be observed by the MWD Engineer at operating pressure prior to backfill.

The Contractor shall apply a pressure of 1.5 times normal operating pressure for all tests. This pressure shall be maintained as constant as possible throughout the period of test. All additional water pumped in during the testing period shall be measured and recorded. The Contractor shall provide and use an air relief valve so air trapped in the line during test will not affect test results.

The test duration shall be two–hours, and the allowable leakage shall be determined by the formula:

$$L = \frac{ND \cdot P}{7400}$$

where:

- L = allowable leakage (gallons per hour)
- N = number of joints in the length of pipeline tested
- D = nominal diameter of the pipe (inches)
- P = average test pressure during the test (pounds per square inch gauge)

Leakage values determined by the above formula are shown in Table C2 below:

**TABLE C2 - Leakage Allowable (Gallons per 1,000 feet per hour)
(1,000 feet = 50 joints)**

Pipe Size (Inches)	Test Pressure (psi)				
	50	100	150	200	250
4	0.19	0.37	0.33	0.38	0.43
6	0.29	0.41	0.50	0.57	0.64
8	0.38	0.54	0.66	0.76	0.85
10	0.48	0.68	0.83	0.96	1.07
12	0.57	0.81	0.99	1.15	1.28

Should the test of the pipe installed disclose leakage in excess of the specified allowable, the Contractor shall, at the Contractor’s expense, locate and repair the defective joints until the leakage is within the specified allowance.

END OF PART C

PART D – DRAWINGS

Drawing Number 1, 2, 3 and 4 titled “Ashley Road Water Main Repair Project” are specifically included and referenced herein. An electronic copy of this drawing is available upon request.

PART E – APPENDICES

N/A

PART F – TABLE OF CONTENT FOR ADDENDA AND EXECUTED CONTRACT

This section is intentionally left blank at the time the project is bid. All addenda issued as part of the contract documents (if applicable), along with the successful low bidder’s proposal (Sections A3-A4) and executed contract (Sections A3-A11) will be placed herein by the District at the time the Contract is executed.

At the time the Contract is executed, the District will update the page numbers referenced in the Table of Content below and Bates Number all pages in Part F (on the lower right or left hand corner of each page), continuing from page 65.

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