



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS, AND
CONSTRUCTION CONTRACT**

FOR

**SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT
PROJECT NO. 17-09**

**SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT
PROJECT NO. 17-09**



A handwritten signature in blue ink, consisting of stylized, overlapping loops, positioned above a horizontal line.

Bjorn P. Jones, PE
City Engineer

A handwritten date "8/14/25" in blue ink, positioned above a horizontal line.

Date

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans entitled:

**SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT
PROJECT NO. 17-09**

Bids will be received at the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945 until **3:30 P.M. on SEPTEMBER 16, 2025**, at which time they will be publicly opened and read aloud at said address. Any Protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

GENERAL WORK DESCRIPTION:

The scope of work, in general, involves the rehabilitation of the existing sewer lift station including, but not limited to: the temporary bypass of sewer flows, the demolition and removal of concrete, piping and various components of the lift station, the modification of the existing concrete wet well, installation of pumps, valves, piping, new electrical equipment, and other related materials and labor necessary for the complete, tested, and operational installation of the sewer lift station. Other related items not mentioned above, that are required by the plans, specifications or the Special Provisions shall be performed, placed, constructed or installed.

Project Location: 11550 Slate Creek Road, in Grass Valley, California

The Engineer's estimate for this project is **\$500,000.00**

The time of completion shall consist of **40 Working Days**

BID INFORMATION:

Bids are required for the entire work described herein. The City of Grass Valley reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

A pre-bid meeting is scheduled for this project is scheduled on September 3, 2025 at 10:00 AM. The pre-bid meeting will be held at the lift station located at 11550 Slate Creek Road.

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination

of the following classes: C-8 - Concrete Contractor, C10 - Electrical Contractor, C12 - Earthwork and Paving Contractors, C34 - Pipeline Contractor, C36 - Plumbing Contractor, C42 - Sanitation System Contractor, and D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

Plans, specifications and proposal forms for bidding this project can be obtained directly from the City of Grass Valley, Engineering Division, 125 E. Main Street, Grass Valley, CA 95945, Telephone (530) 274-4373. A non-refundable fee of forty dollars (\$40.00) per bid set will be charged if picked up, or fifty (\$50.00) per bid set if mailed. Alternatively, bidders may download an electronic copy of the bid set free of charge from the City's website at <http://www.cityofgrassvalley.com/departments/engineering/rfpsrfqs-and-current-bids>

The City reserves the right, during the bid process and prior to the deadline for submitting bids, to issue one or more addenda, clarifications, or other communication concerning the bid process, including possible changes as to the time, place, and manner for submitting bids. The City will provide this information to any potential bidder who has obtained a bid package directly from the City. The City will also provide notice of the availability of revisions/addenda to any potential bidder who has obtained a bid package electronically from a contractor bid room or other source, if that bidder has provided a request for revisions, including the bidder's name, company, mailing address, phone number, email or fax number and the project name that the bidder is requesting notifications for. The request for revisions shall be submitted as soon as possible, but no later than five (5) business days prior to the date specified for opening bids in the manner described below:

- Faxes: To the attention of the Project Manager, at (530) 274-4399.
- Emailed: To the attention of the Project Manager at: catharined@cityofgrassvalley.com
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders who do not purchase bid documents directly from the City of Grass Valley, but who have requested to receive revisions as described above, shall only receive email and/or fax notices of the availability of revisions/addenda. It shall be the bidder's responsibility to access the actual revisions/addenda as electronic copies from the City's website.

The City will also endeavor to provide such revisions/addenda to any contractor bid room which has requested copies of the bid documents. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified request for revisions to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.

All questions concerning this project shall be provided in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for opening bids. Questions received less than five (5) working days before the date specified for opening bids may not be answered. All questions must be received by the City, in the manner described below.

- Faxes: To the attention of the Project Manager, at (530) 274-4399.
- Emailed: To the attention of the Project Manager at: catharined@cityofgrassvalley.com
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders are responsible to confirm receipt of written questions by the Engineering Division. Additionally, the City will answer a bidder's question only if the bidder provides the City a means for a response, including a telephone number, address, and fax number.

Bid Bonds shall be required for this project. The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and shall also include the endorsements specified.

Bidders are urged to obtain DBE participation on this project, although there are no specific goals for DBE participation.

The City of Grass Valley hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged 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, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages for Nevada County have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project, may be examined at the office of the Engineering Division, City of Grass Valley and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this Contract.

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 Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Dated: August 14, 2025

BJORN P. JONES
CITY ENGINEER
CITY OF GRASS VALLEY
ENGINEERING DIVISION

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**CITY OF GRASS VALLEY
ENGINEERING DIVISION**

SPECIAL PROVISIONS

**SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT
PROJECT NO. 17-09**

INSTRUCTIONS TO BIDDERS

1. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 1.1. The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 1.2. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 1.3. The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions, proposal, technical specifications, and construction contract.
- 1.4. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed to ensure that the Project work may be performed for the amount bid.
- 1.5. The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

2. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 2.1. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified in the bid opening. Such notice shall be sent as specified in the Notice to Contractors for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 2.2. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by the City Engineer and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.
- 2.3. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified Request for Revisions statement to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.
- 2.4. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

3. PRE-BID ACCESS TO THE SITE

- 3.1. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 3.2. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement or encroachment permit prior to approving testing at the Project site. Once approved testing is complete, bidders shall fill all trenches or holes, restore all pavements to match the existing structural section, and otherwise clean up and restore the test site to its pre-test condition solely at the bidder's expense.
- 3.3. The Bidder's attention is directed to the requirements of Section 2-1.30, "Job Site and Documentation Examination," of the Standard Specifications and these Special Provisions.

4. BIDDING PROCEDURE

- 4.1. Bids shall be delivered to the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945, no later than the time and date specified in the Notice to Contractors. Bids will be opened and read publicly at that time. Bids that are submitted late according to the time shown on the official bid clock located in City Hall will be returned unopened. Telephones for use by bidders are not available at the City offices.
- 4.2. In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the proposal forms furnished with the bid package. Bids must include all documents provided in the Proposal. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids shall be typed or written in ink. Corrections may be made if initialed by the bidder. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the proposal forms furnished with the bid package may be deemed non-responsive.
- 4.3. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 4.4. No person, firm, corporation, partnership, or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 4.5. In accordance with California Public Contract Code Section 20171, all bids must include one of the forms of security specified in Caltrans Standard Specifications in an amount of at least ten (10) percent of the total of the bid prices. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the City all required bonds, certificates of insurance, and completed contract forms and enter into a contract with the City within ten (10) working days of receipt of the Notice of Award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.

- 4.6. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Contractors, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's license number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties. In addition, all licenses shall remain in effect throughout the term of the contract.
- 4.7. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the City Engineer. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.
- 4.8. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment to the parties.

5. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third business day following the date of the bid opening.

- 5.1. The initial protest must contain a complete statement of the basis for the protest.
- 5.2. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 5.3. The party filing the protest must concurrently transmit a copy of the initial protest to the apparent low bidder.
- 5.4. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 5.5. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 5.6. The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

6. AWARD

- 6.1. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions.

- 6.2. In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and those additive or deductive alternate items listed in the Proposal. In accordance with the contract documents and other applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 6.3. The contract shall be awarded, if an award is made, to the lowest responsible bidder within 90 calendar days from the date bids are publicly opened and declared. If the award is not made within that period, all bids submitted are deemed rejected by the governing body.

A contract shall exist between the Contractor and the City when all of the following steps have been completed.

- (a) Award of the contract by the governing body.
- (b) Execution of a written contract by the Contractor within ten (10) working days of receipt of written notice of award.
- (c) Delivery by the Contractor to the City, the Faithful Performance and Labor and Materials bonds required herein, within ten (10) working days of receipt of written notice of award.
- (d) Delivery by the Contractor to the City, all City-approved Insurance Policies, on the appropriate forms, as required, within ten (10) working days of receipt of written notice of award.

Contractor shall execute a written agreement with the City using the form set forth hereafter.

- 6.4. The successful bidder and any subcontractors and others engaged in performance of the Project shall have valid local business licenses, as applicable, before commencing work on the Project.
- 6.5. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified necessary to execute the contract and an authorized City representative has signed the contract, the Engineering Division will issue a Notice to Proceed in accordance with Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions. The number of days within which the Project must be complete begins to run on the project commencement date.

7. PRICING

- 7.1. Inconsistency of bid unit items, item prices, and/or totals shall be resolved in accordance with the requirements specified in the Proposal.
- 7.2. Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

8. QUANTITIES

- 8.1. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.
- 8.2. The City may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project, each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of

information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

9. SUBSTITUTION OF "OR EQUAL" ITEMS

- 9.1. In accordance with California Public Contract Code Section 3400 concerning the submittal of an "or Equal" product, bidder's attention is directed to the requirements of Section 2-1.02, "Required Listing of Proposed Products "or Equals" with Bid Proposal" of these Special Provisions, and the Proposal.

10. SUBCONTRACTING

- 10.1. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and the following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half on one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrications and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 10.2. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.
- 10.3. Bidder's attention is directed to the requirements specified in "Subcontracting," of these Special Provisions and the Proposal.

11. ASSIGNMENT

- 11.1. Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of the City Engineer. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.
- 11.2. Bidder's attention is directed to the requirements specified in Section 5-1.12, "Assignment," of the Construction Specifications.

12. BONDS

- 12.1. The successful bidder shall submit to the City a performance bond within ten (10) working days of receiving written notice of award. The successful bidder shall submit to the City a payment or labor and materials bond within ten (10) working days of receiving written notice of award. City shall retain the Performance Bond for a one-year guarantee period from the date of the City's acceptance of the work. All Project bonds shall be executed using the forms provided in the bid package.
- 12.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as a surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by City.
- 12.3. In accordance with California Civil Code Section 9550, labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and

equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.

- 12.4. The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 12.5. Bidder's attention is directed to the requirements specified in Section 3-1.05, "Contract Bonds," and "Warranty," of these Special Provisions, and the Contract.

13. LABOR LAWS

- 13.1. Bidders must comply with applicable provisions of the California Labor Code.
- 13.2. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 13.3. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for Nevada County are on file at the City offices, 125 E. Main Street, Grass Valley, California 95945. These wage rates are not included in the Special Provisions but will be made available on request.
- 13.4. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 13.5. 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. 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.
- 13.6. Bidder's attention is directed to the requirements specified in "Prevailing Wage," "Labor Nondiscrimination," and "Labor Code Requirements," of these Special Provisions, and Section 7-1.02K, "Labor Code", of the Standard Specifications.

SECTION 1 GENERAL SPECIFICATIONS AND PLANS

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Project Plans, Standard Specifications and Standard Plans dated 2018 of the Department of Transportation, and the City of Grass Valley's Improvement Standards and in accordance with the following Special Provisions.

Amendments to the Department of Transportation's Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications and are included as Attachment A to these Special Provisions. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the City of Grass Valley's Improvement Standards, and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Department of Transportation's Standard Specifications and Standard Plans shall govern over the City of Grass Valley's Improvement Standards.

Units in the United States Standard Measures shall apply to this contract.

1-1.02 REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS

All references to the Department of Transportation's Standard Specifications and Standard Plans shall be considered to include any revisions issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions.

Revised Standard Specifications and Standard Plans can be found on the Caltrans website as provided in the following link: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

1-1.03 DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

City: City of Grass Valley.

City Engineer: The City Engineer of the City of Grass Valley, State of California.

City Hall: The City building located at 125 East Main Street, Grass Valley, California, 95945.

Contract Documents: All of the written matter describing the contemplated work, including the Plans, Special Provisions, Improvement Standards, Bonds, Agreement, and any approved Change Orders.

Department: The Engineering Department of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Department of Transportation: The Engineering Division of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

Director of Transportation: The City Engineer of the City of Grass Valley, State of California.

District Director of the District: The City Engineer of the City of Grass Valley, State of California.

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

Improvement Standards: The Design Standards, Construction Standards and Standard Details of the City of Grass Valley Public Works Department, Engineering Division

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the Contract, except when

referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer

Standard Plans: The latest edition of the Standard Plans of the State of California, Department of Transportation including any revisions to the Standard Plans issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

Standard Specifications: The latest edition of the Standard Specifications of the State of California, Department of Transportation including any revisions to the Standard Specifications issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

State: The City of Grass Valley, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

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

Transportation Building, Sacramento: City Hall of the City of Grass Valley, State of California except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Working Day: Monday through Friday, except holidays, from 7am to 7pm, or as further specified in these Special Provisions.

Contractor's attention is directed to the definitions and terms specified in Section 1, "Purpose and Definitions," of the Design Standards and Section 1, "Purpose and Definitions," of the Construction Standards.

SECTION 2 BIDDING

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall include unit costs, and total costs for the base bid.

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal. The City shall be notified in writing a minimum of thirty (30) days in advance of any changes of address.

Section 2-1.06A, "General," of the Standard Specifications is replaced in its entirety with the following:

Improvement Standards may be viewed at the City of Grass Valley's website: [http://www.cityofgrassvalley.com/services/departments/engineering/Standard Specifications and Drawings](http://www.cityofgrassvalley.com/services/departments/engineering/Standard%20Specifications%20and%20Drawings)

The Notice to Contractors, Special Provisions, and Construction Contract, Proposal and Bidder's Certificates and Improvement Plans may be viewed at the City of Grass Valley website, <http://www.cityofgrassvalley.com/services/departments/engineering/rfp/rfqs-and-current-bids>, or at City Hall at 125 East Main Street, Grass Valley, CA 95945. The Proposal form is bound separate from the Contract and the Special Provisions.

In addition to the subcontractors required to be listed in conformance with, "Subcontractor List," of these Special Provision, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. The listing subcontractor shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

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 Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is

a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any future public works contracts.

2-1.02 REQUIRED LISTING OF PROPOSED PRODUCTS "OR EQUALS"

On the sheet provided herein, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an "equal" product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the Engineer, the bidder shall submit the written request for substitution within three (3) days. The request shall be accompanied by evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the Engineer shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

The decision by the Engineer as to whether a proposed substitution is an "Equal" product shall be made by the Engineer based upon the information submitted and will be final.

The Engineer will be the sole judge as to whether a proposed substitution is an "Equal" product. The Engineer's decision will be made based upon the information submitted and will be final.

A sheet for listing the proposed substitutions of an "Equal" product, as required herein, is included in the Proposal.

2-1.03 SUBCONTRACTOR LIST

Contractor's attention is directed to the requirements of "Subcontractor List" of the Standard Specifications, the Proposal, and these Special Provisions.

For each Subcontractor required to be listed, the Subcontractor List included in the proposal must show the **name and place of business, California contractor license number and Public Works contractor registration number** of each Subcontractor to whom the bidders proposes to directly subcontract portions of the work.

Additionally, if not otherwise included in the Subcontractor List submitted with the bid, the prime contractor shall submit a completed Subcontractor List within 24 hours of the bid opening setting forth the bid item number and percentage of the item work that will be done by each Subcontractor listed.

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

2-1.04 BIDDER'S SECURITY

The form of Bidder's Bond mentioned in "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal annexed hereto.

2-1.05 NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code 7106, a Non-Collusion Affidavit is included in the proposal.

2-1.06 DISADVANTAGE BUSINESS ENTERPRISES (DBE)

The City maintains a goal that Disadvantaged Business Enterprises (DBEs), as defined in Part 26, Title 49 CFR, shall be encouraged to participate in the performance of City contracts. The Contractor should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps, as set forth in Part 26, Title 49 CFR, for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or gender in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the City may deem appropriate.

Bidders shall be fully informed respecting the requirements of the Code of Federal Regulations and are urged to obtain DBE participation in this project.

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications, "Award," of the Instruction To Bidders of these Special Provisions, and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

Bid protests are to be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

3-1.02 AWARD OF CONTRACT

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

3-1.03 CONTRACT BONDS

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Special Provisions. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the City Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the City.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications, and "General Requirements," of these Special Provisions.

The Contractor shall begin work by the date identified in writing in the Notice to Proceed by the City of Grass Valley and shall diligently prosecute the same before the expiration of

40 Working Days*

***Working Days will be suspended while awaiting ordered equipment.**

Beginning on the first day of work or the date stated in the Notice to Proceed, whichever comes first.

Due to the project site being critical segments of the City's sewer system and due to seasonal constraints, time is of the essence to complete the contract work. **No work that will impact the current functioning lift station can be completed until all new equipment has been received and is ready for installation.**

The Contractor shall pay to City of Grass Valley the sum of \$1,000 per day, as liquidated damages, for each and every calendar day delay in finishing the work in excess of the working days prescribed above. At the Engineer's option, said sum may be deducted from any payment due to or to become due the Contractor.

The 72 hours advance notice before beginning work specified in Section 8-1.04, "Start of Job Site Activities," of the Standard Specifications is changed to 5 days advance notice for this project.

4-1.02 HOLIDAYS

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving Day and December 24th, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

4-1.03 WINTERIZATION

The Contractor shall, at his sole expense, winterize the project if construction activities are not completed by October 15. The Contractor shall winterize the project in conformance with the requirements of "Water Pollution Control," of these Special Provisions for all construction activities that take place between October 15th and May 1st. An acceptable winterization plan shall be submitted to the Engineer no later than October 1st for his review and acceptance.

The Contractor's winterization plan is required for all construction activities that take place between October 15th and May 1st and shall be in conformance with the requirements of "Water Pollution Control," of these Special Provisions.

The intent of winterization is as follows:

1. To assure that erosion of earthen materials is prevented to greatest extent practicable.
2. To assure that storm waters are allowed to pass through the site without substantial damage to the project site.

After the acceptance of a winterization plan and the installation of all required temporary winterization measures, work may proceed after October 15th, if approval is obtained in writing from the California Regional Water Quality Control Board and the Engineer. All work done after October 15th must be able to be winterized within 24 hour notice.

Winter Suspension: The City may, at its option, suspend work between October 15th and May 1st of the following year. If this occurs, the entire site shall be winterized including areas not yet seeded or planted.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

4-1.04 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the City. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

4-1.05 ARCHAEOLOGICAL FINDS

All articles of archaeological interest, which may be uncovered by the Contractor during the progress of the work, shall be reported immediately to the Engineer. The further operations of the Contractor, with respect to the find will be decided under the direction of the Engineer.

4-1.06 EXTRA WORK

Section 4-1.05, "Changes and Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

If in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

4-1.07 SCOPE OF WORK

Shall conform to the provisions of Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

4-1.08 ELIMINATION OF ITEMS OF WORK

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications concerning the elimination of items of work, and these Special Provisions.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1774 AND 1775, AND RELATED CODES.

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

5-1.02 LABOR CODE REQUIREMENTS

For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. After January 1, 2015, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Attention is directed to the provisions in Section 7-1.02K(5), "Working Hours" and Section 7-1.02K(3), "Certified Payroll Records" of the Standard Specifications.

5-1.03 PREVAILING WAGE

Attention is directed to the provisions in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates determined by the Director of Industrial Relations for Nevada County, may be examined at the City of Grass Valley Engineering Division Office and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Proposal and Construction Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing wage rates and any applicable changes to these wage rates determined by the United States Department of Labor, Branch of Construction Wage Determinations, for Nevada County, are available at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373]. Changes, if any, to the general prevailing wage rates will be available at the same location. General prevailing wage rates are also available on the California Department of Transportation website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

The Contractor and any subcontractor shall pay each worker that is employed for any public work done under contract, not less than the higher of the prevailing wage rates as determined by the California Director of Industrial Relations and the United States Department of Labor, Branch of Construction Wage Determinations.

5-1.04 SUBCONTRACTING

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

All subcontractors doing work shall possess an appropriate valid California Contractor's License for the type of work the subcontractor will perform at the time of the bid submittal and the license shall remain in effect throughout the duration of employment on the job.

All applicable license designations and numbers for Subcontractors doing work in excess of \$10,000.00 shall be included on the LIST OF SUBCONTRACTORS within the Proposal.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Grass Valley may exercise the remedies provided under Pub Cont Code § 4110. The City of Grass Valley may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.06 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance.

5-1.07 PAYMENTS

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

5-1.08 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments shall be in accordance with Section 9-1.03, "Payment Scope," of the Standard Specifications, the Standard Specifications, and these Special Provisions.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.09 WITHHOLDS

Payment of withheld funds shall conform to Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.10 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to the Engineer, unless otherwise specifically noted.

5-1.11 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The third through seventh paragraph of Section 2-1.06B, "Supplemental Project Information," of the Standard Specifications is amended to read:

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these Special Provisions regarding physical conditions at the site which may differ from those indicated in the Contract Documents.

5-1.12 DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the Contract Documents, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, Contract Documents, to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.13 VALUE ENGINEERING

Attention is directed to Section 4-1.07, "Value Engineering," of the Standard Specifications.

Prior to preparing a written value engineering change proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the City.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the City by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

5-1.14 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations – The near edge of the excavation is 12 feet or less from the edge of the lane, except:
1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than one foot deep.
 3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians facilities.

Special Requirements:

The Contractor attention is directed to "Notification and Scheduling," of these Special Provisions. The Contractor shall notify the Police Department, Fire Departments, Ambulance Service, Schools, CHP, Caltrans, and the Engineer forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "Scheduling" portion of the Standard Specifications and these Special Provisions. The Contractor shall coordinate traffic control with the Sheriff's Department with respect to any special events that may be affected by construction activities. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

5-1.15 TESTING

Testing of materials and work shall conform to the provisions in "Quality Assurance," of the Standard Specifications and these Special Provisions.

Whenever the provisions of "Quality Assurance" of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will refer to the "Quality Assurance Program" for acceptance testing requirements as appropriate for the project's size and scope. Minor quantities of materials from a known, reliable source may be accepted without testing if: a visual inspection of the material is performed and the supplier certifies that the material complies with specification requirements.

For construction materials that have been accepted by a Certificate of Compliance, job site inspection of materials tags and delivery notices shall be performed to verify acceptability of the supplied materials. As directed by the Engineer, further acceptance sampling and testing may be performed at the locations and frequencies as given in the "Quality Assurance Program"

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

5-1.16 RESPONSIBILITY TO OTHER ENTITIES

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

5-1.17 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

Residence trailers will not be allowed within the project site.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in "Cleanup," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Engineer prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Engineer. Methods of decontamination shall include any method deemed appropriate by the Engineer including removal and disposition of the contaminated soils in conformance with CEQA and regulatory agency requirements.

Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.18 SOUND CONTROL REQUIREMENTS

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet, unless night work is otherwise permitted by the City Engineer. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust. As directed by the Engineer, the Contractor shall implement the appropriate additional noise mitigation measures including, but not limited to, shutting off idling equipment, or additional notifications of adjacent residents than already specified in these Special Provisions.

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

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

5-1.19 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work and shall cleanup all tracked material and debris on a daily basis.

In areas visible to the public, the following shall apply:

- A. Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Mud, dirt, soil, and any debris resulted in trail from equipment and construction will be cleaned and cleared from the roadway and away from traffic daily.
- C. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused are to be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

5-1.20 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.17D(2), "Claim Statement," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for extra work in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.21 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the project is within an area controlled by the Regional Water Quality Control Board. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373].

Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

5-1.22 CONTRACTOR'S LICENSING LAWS

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C-8 - Concrete Contractor, C10 - Electrical Contractor, C12 - Earthwork and Paving Contractors, C34 - Pipeline Contractor, C36 - Plumbing Contractor, C42 - Sanitation System Contractor, and D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

5-1.23 ARBITRATION

Section 9-1.22, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

Section 9-1.22, "Dispute Resolution"

9-1.22 All claims filed with the City must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

- (a) The City will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between \$50,000.01 and \$375,000.00

- (a) The City will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00 The City shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

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

- (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the 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 this Section 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.
- 5) Contractor's Duty During Claim Resolution: The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the City Engineer during the resolution of any claims disputes.
- 6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the City of Grass Valley is liable.

By: _____
(Contractor's signature)

- 7) City Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.
- 8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.
- 9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.
- 10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Nevada County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

5-1.24 NOTICE OF POTENTIAL CLAIM

Attention is directed to the requirements specified in Section 5-1.43, "Potential Claims And Dispute Resolution," of the Standard Specifications.

5-1.25 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the City will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the City's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the City not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification

of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the City claim position letter, the City Engineer or a board of review appointed by the City Engineer shall review claims that remain in dispute and may meet with the Contractor within 45 days after receipt by the City of the notification of disagreement. Attendance by the Contractor at the City meeting concerning the notification of disagreement shall be mandatory.

If the City fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the City Engineer or a board of review appointed by the City Engineer to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the City Engineer or a board of review appointed by the City Engineer will meet with the Contractor within 45 days after the City receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the City's claim position letter, or to attend the City's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

5-1.26 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

5-1.27 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.28 EXCAVATION SAFETY PLANS

The Contractor's attention is directed to requirements of "Earthwork," of the Special Provisions concerning Temporary Shoring Plan and Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications.

The Contractor shall submit a Temporary Shoring Safety System Plan to the Engineer in accordance with "Earthwork," of these Special Provisions. The Contractor's attention is directed to the requirements specified in Section "Earthwork," of these Special Provisions.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.29 AIR POLLUTION CONTROL

Air pollution control shall conform to the provisions of Section 14-9, "Air Quality," of the Standard Specifications and these Special Provisions.

No burning of materials to be disposed of will be permitted for this project.

Full compensation for conforming to the provisions of this section including, but not limited to, obtaining permits and performing work in accordance with any permit requirements, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.30 PERMITS

Attention is directed to the provisions in Sections 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this Section and to the requirements in the permit, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.31 INSURANCE

Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

Any deductibles must be declared to, and approved by, the City.

In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

5-1.31.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

One Million dollars (\$1,000,000) each accident for bodily injury by accident

One Million dollars (\$1,000,000) policy limit for bodily injury by disease

One Million dollars (\$1,000,000) each employee for bodily injury by disease

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

5-1.31.2 GENERAL LIABILITY INSURANCE

Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises; operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

➤ One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

➤ One Million dollars (\$1,000,000) Personal Injury Liability

- Two Million dollars (\$2,000,000) Products-Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

5-1.31.3 CONFORMITY OF COVERAGES

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

5-1.31.4 ADDITIONAL REQUIREMENTS

Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.

Project Reference: The Certificate of Insurance must reference the project specifically by project title

5-1.31.5 ENDORSEMENTS

Each Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, material reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

5-1.31.6 AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Endorsements: The endorsements listed above for General Liability shall also apply to the Automobile Liability Policy.

5-1.32 WARRANTY

Should any failure of the work occur within a period of one year from the acceptance of the project by the Grass Valley City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense in accordance with the Special Provisions and to the satisfaction of the Engineer.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the Grass Valley City Council. The Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The City is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the Engineer, that delay would cause serious loss or damages, or a serious hazard to the public, and a reasonable attempt has been made to notify the Contractor, the repairs may be made without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

SECTION 8-1 MISCELLANEOUS PREQUALIFIED SIGNING AND DELINEATION MATERIALS

The California Department of Transportation maintains an Authorized Materials List (AML) which includes pre-qualified and tested materials and products. The list can be found at: <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists> Materials included on these lists are authorized for use on City construction projects.

For those categories of materials included on the AML of Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list may be used in the work provided they conform to the requirements of the Standard Specifications. The Engineer shall not be precluded from sampling and testing products on the AML.

The manufacturer of products on the list of Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

SECTION 8-2 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these Special Provisions.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 901.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications for the concrete materials.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or

- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
 - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
 - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
 - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.
 - 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. The total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in Portland cement concrete used for precast concrete girders.

The Contractor will be permitted to use Type III Portland cement for concrete used in the manufacture of precast concrete members.

SECTION 9 (BLANK)

SECTION 10 CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 SCOPE OF WORK

The scope of work, in general, involves the rehabilitation of the existing sewer lift station including, but not limited to: the temporary bypass of sewer flows, the demolition and removal of concrete, piping, and various components of the lift station, the modification of the existing wet well, the installation of pumps, valves, and piping, replacement of electrical equipment and other related materials and labor necessary for the complete, tested and operational installation of the sewer lift station. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

10-1.02 GENERAL REQUIREMENTS

The order of work shall conform to the provisions in the Standard Specifications and these Special Provisions. No work is to be completed that will impede the function of the working lift station until all equipment required has been ordered and received.

The Contractor's attention is directed to the requirements of "Cooperation", and "Mobilization," of these Special Provisions, the Project Plans, and the Standard Specifications.

Weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, the work will be expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide the Engineer all required submittals within the time frame specified by the Special Provisions, the Project Plans, and/or the Standard Specifications.

The Contractor shall submit to the Engineer a progress schedule in accordance with Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. Attention is directed to the requirements of these sections for scheduling a pre-construction scheduling conference within 10 working days of the approval of the contract and submitting a baseline schedule to the Engineer within 20 days of the contract approval.

The Contractor is responsible for verifying the location of all existing underground facilities, within the project area, that may have potential to conflict with the location of proposed improvements, and other work as shown on the Plans. The City has made every effort to show locations of any and all existing surface and subsurface structures. However, actual field conditions and locations can vary considerably from the plan locations. Therefore, the City cannot, and does not, assume responsibility for the existence or location of any structure such as, but not limited to, utilities and pipelines. The contractor is responsible for contacting all agencies and/or owners to verify this information prior to and during construction of any of the proposed improvements. If any existing utilities are found in conflict with the proposed location of the improvements shown on the plans, the Contractor shall contact the Engineer. The Engineer shall provide the Contractor with new grades to eliminate such conflict or shall arrange to have the utilities relocated to avoid the conflict. The Contractor shall work with the Engineer to schedule surveyors to be onsite during pot-holing of conflicts for utility elevation verification. Any delays, which may result from failure of the Contractor to pothole potential utility conflicts, shall be at the Contractor's expense.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the provisions of this section, including, but not limited to, coordination with the applicable utility companies, pot-holing, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract Items of work involved and no additional compensation will be allowed.

10-1.03 REQUEST FOR INFORMATION

All Requests for Information (RFI's) from the Contractor shall be submitted in writing to the Engineer, and shall be numbered sequentially as they are generated. The Engineer will have 5 working days from the date of receipt of each RFI to provide a response to the Contractor. All requests must come from the prime Contractor, the Engineer will not respond to RFI's received directly from subcontractors.

If the response provided by the Engineer is not satisfactory for the Contractor, the RFI may be re-submitted with more detailed requests noting the particular areas that have not been addressed. The Engineer will have three (3) working days to respond to the second request from the Contractor. If the second response is still not satisfactory to the Contractor, a meeting will be scheduled to resolve any outstanding items that have not been properly addressed.

A Request for Information shall only be used for obtaining information or clarification on project documents. The RFI process is not the proper media for notification of potential claims, writing letters, requesting a change order, etc... If the Contractor wishes to file a Notice of Potential Claim, it shall be filed in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

10-1.04 LINES AND GRADES

Attention is directed to "Lines and Grades," of the Standard Specifications.

The Contractor shall be responsible for setting stakes or marks that the Contractor determines to be necessary to establish the lines and grades required for the completion of the work specified. The Engineer reserves the right to check, correct or require layout work to be revised in order to construct the improvements as shown on the plans and as directed by the Engineer. If any stakes or marks are destroyed or damaged, it is the Contractor's responsibility to reestablish the stakes or marks.

If the Contractor determines that conditions in the field would cause a conflict with the lines and grades shown on the plans or otherwise feels that there are errors in the lines and grades to be established he shall immediately notify the Engineer for clarification. Attention is directed to "Requests for Information" of these provisions.

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

10-1.05 WATER POLLUTION CONTROL

10-1.05.1 GENERAL

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, section of these Special Provisions entitled "Relations With California Regional Water Quality Control Board," and these Special Provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these Special Provisions.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site that are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

10-1.05.2 WATER POLLUTION CONTROL IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices. Unless otherwise directed by the Engineer, the Contractor's responsibility for "Water Pollution Control" implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Special Provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the "Water Pollution Control" practices, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if

requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

10-1.05.3 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Water Pollution Control" including, but not limited to installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices including non-storm water management, waste management and materials pollution water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the various items of work requiring these activities, and no additional compensation will be allowed therefore.

10-1.05.4 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Non-hazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

10-1.05.4.1 SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;

- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:
 - 1. Fire Department,
 - 2. Public Works Department,
 - 3. Highway Patrol,
 - 4. City Police or County Sheriff Department,
 - 5. Department of Toxic Substances,
 - 6. California Division of Oil and Gas,
 - 7. Cal OSHA, or
 - 8. Regional Water Resources Control Board.

The contractor shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the contractor who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

10-1.05.4.2 MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- A. Hazardous chemicals including:
 - 1. Acids,
 - 2. Lime,
 - 3. Glues,
 - 4. Adhesives,
 - 5. Paints,
 - 6. Solvents, and
 - 7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;

- E. Plaster;
- F. Petroleum products including:
 - 1. Fuel,
 - 2. Oil, and
 - 3. Grease;
- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Application of herbicides and pesticides shall be performed by a licensed applicator. The Contractor shall complete the Report of Chemical Spray forms when spraying herbicides or pesticides, and shall submit a copy to the Engineer before application.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these Special Provisions, unless testing determines them to be non-hazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of

the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

10-1.05.4.3 WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The contractor shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these Special Provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The CONTRACTOR shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the California Department of Public Health (CDPH) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from non-hazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these Special Provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of Portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;

- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete or asphalt concrete creates a residue or slurry; or
- D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The CONTRACTOR shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these Special Provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these Special Provisions.

10-1.05.4.4 NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct

water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with asphalt concrete or Portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The CONTRACTOR shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the

Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these Special Provisions.

The CONTRACTOR shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

The Contractor shall prevent the following material from entering storm drain systems or water courses:

- A. Cementitious material,
- B. Asphaltic material,
- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or
- F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these Special Provisions if approved by the Engineer. Asphalt concrete chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top. The Contractor shall collect bituminous material from the roadway after marker removal.

Pile Driving

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The CONTRACTOR shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

Concrete Curing

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

10-1.05.4.5 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the items of work that require construction site management and no additional compensation will be allowed.

10-1.05.5 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these Special Provisions, and in conformance with details shown on the plans and these Special Provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

10-1.05.5.1 MATERIALS

Plastic Liner

Plastic liners shall be single ply, new polyethylene sheeting, a minimum of 10 mils thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liners shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), kilonewtons, min. ASTM Designation: D 4632*	205
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 13-10.02H, "Straw Bales," of the Standard Specifications.

Straw bales shall be a minimum of 14 inches in width, 18 inches in height, 36 inches in length and shall have a minimum weight of 50 pounds. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum of 16 gage in diameter. Nylon or polypropylene string shall be approximately 0.08-inch in diameter with 80 pounds of breaking strength.

Stakes

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots or other defects which would render them unfit for the purpose intended. Wood stakes shall be a minimum 2" x 2" in size. Metal stakes may be used as an alternative, and shall be a minimum of 0.5-inch in diameter. Stakes shall be a minimum of 4 feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's approval prior to installation.

Staples

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for the Engineer's approval prior to installation.

Signs

Wood posts for signs shall conform to the provisions in "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in "Sign Panel Fastening and Mounting Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

10-1.05.5.2 INSTALLATION

Temporary concrete washout facilities shall be as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 50 feet from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located

away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.

- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in "Construction," and "Sign Panel Installation," of the Standard Specifications.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spills, or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
- F. A plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days prior to installation.

Temporary concrete washout facilities shall be disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications.

10-1.05.5.3 MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. The plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facilities shall be repaired or replaced on the same day the damage occurs. Damage to temporary concrete washout facilities resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

10-1.05.5.4 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing a temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the various items of work requiring concrete and no additional compensation will be allowed.

10-1.06 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36 "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Existing utilities and facilities shall be preserved and protected from damage by the Contractor. An effort has been made to show existing surface and underground structures on the plans, however not all infrastructure may be shown and infrastructure locations may be in different locations from those described. The Contractor is responsible for contacting all agencies and utility owners to verify the location of underground infrastructure prior to and during construction.

The Contractor shall be responsible to repair, restore, replace and stabilize, as closely as possible to existing condition any facilities, landscaping, or any other improvements, that are disturbed as a result of accessing or repairing the sewer lines or performing work associated with this contract.

Before starting any work that could damage or interfere with underground infrastructure, the Contractor shall pothole and locate existing infrastructure, including laterals and appurtenances, and shall determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters and junction boxes. Existing infrastructure damaged due to negligence of the Contractor shall be completely repaired at the Contractor's expense and in coordination with the effected utility owner.

The Contractor shall accurately tie off and record the location of all utility covers, cleanouts, pull boxes and manholes to be lowered or temporarily overlaid prior to raising to grade. A copy of said record shall be provided to the Engineer prior to resurfacing the street.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24 inch box and the minimum size of shrub replacement shall be No. 15 container {15-gallon}. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of Carpobrotus ground cover plants shall be from cuttings and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in "Replacement Plants," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-7, "Highway Planting," of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Survey monuments and markers shown on the plans or encountered within the project limits shall be protected from damage by the Contractor. The Contractor shall notify the Engineer of monuments encountered and shall not remove or disturb said monument until the monument can be cross-referenced and tied out by a licensed surveyor. The Contractor shall allow a minimum of one working day for such referencing to be accomplished. When notified by the Engineer that the ties have been completed, the monument or marker can then be removed. The Contractor is not responsible for the replacement of any monument or marker of which the removal is necessitated by the work performed and which has been referenced and tied. If through negligence or carelessness on the part of the Contractor, notification is not made as provided above, markers are removed, or disturbed which are not in direct conflict with the construction, the Contractor shall be responsible for the cost of referencing, resurveying, and replacement of the monument or marker. Such sums for the replacement shall be deducted from the final contract payment.

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

10-1.07 COOPERATION

Attention is directed to Section 5-1.09, "Partnering," and Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Special Provisions. Attention is also directed to "General Requirements" of these Special Provisions.

Following is a list of some, but not necessarily all, of the utility companies that may have facilities in the project area:

<u>Utility Company</u>	<u>Contact Person</u>	<u>Telephone Number</u>
Pacific Gas & Electric	Lee Wells	530-477-3260
AT&T	Astrid Willard	916-484-2388
Comcast Cable	Justin Haggin	530-790-3369
Nevada Irrigation District	Construction	530-273-6185
City of Grass Valley – Sewer	Public Works Department	530-274-4350

The Contractor shall coordinate with Pacific Gas and Electric Company for the removal, relocation, repair, or disturbance of any gas or electric facilities caused by project work.

The Contractor shall coordinate with the AT&T for the removal, relocation, repair, or disturbance of any telecommunications facilities caused by project work.

The Contractor shall coordinate with the Comcast Cable for the removal, relocation, repair, or disturbance of any cable television facilities caused by project work.

The Contractor shall coordinate with the City of Grass Valley for the removal, relocation, repair, or disturbance of any sewer storm drain facilities caused by project work.

Any utilities not listed above or damaged by the Contractor during the course of project work shall be repaired or replaced in cooperation with the affected utility company.

The Contractor shall provide sufficient notification to the affected utility company to allow time for scheduling and completion of the required work. Any delays resulting from the Contractor's failure to properly notify or schedule utility company work shall be at the Contractor's expense.

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

10-1.08 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. The Contractor shall notify the Engineer on a daily basis of the areas of work scheduled for the following day.

The Contractor shall submit to the Engineer a practicable "Critical Path Method" progress schedule within 10 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time.

The progress schedule shall follow the general order of work detailed in "General Requirements," of these Special Provisions, and shall meet the milestones listed in "Beginning of Work, Time of Completion, and Liquidated Damages," of these Special Provisions.

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

10-1.09 OBSTRUCTIONS

Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and of these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas in pipelines underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths, water mains, gravity sanitary sewer lines, and telephone conduits.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	1-800-227-2600

The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. Where potential conflict exists, the Contractor shall pothole existing utilities to determine their elevation. Call "Underground Service Alert" at 800-227-2600 forty-eight (48) hours before any excavation is started.

Full compensation for conforming to the provisions of this section, including exposing existing utilities, and any potholing, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.10 DUST CONTROL

Dust control shall conform to the provisions in "Dust Control," of the Standard Specifications and these Special Provisions.

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

10-1.11 MOBILIZATION

Mobilization shall conform to the provisions in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in "Mobilization," including but not limited to the movement of personnel, equipment, supplies and incidentals to the project site shall be included in the contract lump sum price paid for "Mobilization," and no additional compensation will be allowed.

10-1.12 DEMOLITION

This work shall consist of removing existing facilities and structures which interfere with construction in the specified work area as shown on the plans and as specified in these Special Provisions. Attention is directed to Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

10-1.12.1 REMOVE ASPHALT CONCRETE

Existing asphalt concrete surfacing, and underlying base material shall be removed as needed, as shown on the plans and in conformance with these Special Provisions.

Attention is directed to the provisions in "Clearing and Grubbing," and "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

That portion of the asphalt concrete area to be removed abutting asphalt concrete to remain in place shall be cut on neat lines with a power-driven saw before removing the surfacing, unless approved by the Engineer.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted as deemed necessary by the Engineer.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

The exact limits of asphalt concrete surfacing to be removed and replaced, as shown on the plans, will be determined by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing asphalt concrete, including, but not limited to, sawcutting, disposal, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for "Demolition" and no additional compensation will be allowed.

10-1.12.2 REMOVE CONCRETE

Existing concrete, shown on the plans to be removed shall be completely removed and disposed of in accordance with "Removing Concrete" of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in "Clearing and Grubbing," and "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Adjacent facilities damaged during concrete removal shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed. Attention is directed to hand stacked granite walls that may abut portions of the concrete to be removed. Care shall be taken in sawcutting and working next these walls and any damage to the walls shall be repaired at the Contractor's expense.

Where concrete adjacent to stone retaining walls is to be removed, the concrete must be saw cut 6 inches from the wall or the base of the curb perpendicular to the street. The concrete can then be removed using hand tools in order to eliminate the potential for damage to the stone retaining walls.

Concrete shall be completely removed and disposed of outside the highway right of way.

Depressions left after concrete removal shall be immediately backfilled with sand cement slurry or Class 2 Aggregate Base and compacted sufficiently to obtain an unyielding surface.

Removal of concrete shall include removal of sidewalks, curbs, gutters, driveways and miscellaneous concrete curbs as shown on the plans to be removed.

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, sawcutting, disposal, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be included in the contract lump sum paid for "Demolition" and no additional compensation will be allowed.

10-1.12.3 REMOVE AND/OR SALVAGE MISCELLANEOUS ITEMS

Miscellaneous items shown on the plans to be removed or salvaged, including, but not limited to valve boxes, existing pumps and piping, grinder, electrical equipment, etc., will be completely removed and disposed of or salvaged for re-use as directed by the Engineer. No separate payment shall be made for the miscellaneous items to be removed unless specified and listed in the Bid Schedule. Such items shall be included in the contract lump sum price paid for "Demolition" and no additional compensation will be allowed.

10-1.12.4 REMOVE EXISTING SEWER LINES

This work shall consist of removing existing sanitary sewer main line, and sanitary sewer service lines between the main and the property line. The removal shall include all associated cleanouts. All work shall be conducted after relocated service has been tested and connected. Temporary plugs and sanitary sewer bypass shall be used during the transition.

The existing main shall be capped at the end of the removed piping as shown on the plans and as directed by the Engineer. The manhole channel of the removed main will be filled and redirected to flow from the new alignment as shown on the plans and as directed by the Engineer. Minor concrete shall conform to the provisions in "Minor Concrete" of the Standard Specifications.

Structural backfill shall be used and installed per the requirements of the "Streets" section of the Construction Standards

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal of the existing sanitary sewer main and service lines including, but not limited to, excavation, disconnection and removal as needed, plugging of open ends with concrete or capping with approved end cap, backfill and disposal, as shown on the plans, as specified in the Standard Specifications, Construction Standards and these Special Provisions, and as directed by the Engineer. This shall be included in the contract lump sum price paid for "Demolition" and no additional compensation will be allowed.

10-1.12.5 REMOVE EXISTING PLANTER, TREES AND SHRUBS

This work shall consist of removing the planter and all trees and shrubs in front of the lift station building. The curb and all extra soil above grade shall be removed to allow for the installation of asphalt pavement in this area.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the planter in front of the lift station including, but not limited to, removal of trees, shrubs, concrete curb, soil above existing asphalt grade and disposal of all materials, as shown on the plans, as specified in the Standard Specifications, and these Special Provisions, and as directed by the Engineer. This shall be included in the contract lump sum price paid for "Demolition" and no additional compensation will be allowed.

10-1.12.6 RESET UTILITY COVER TO GRADE

Utility cover boxes and manhole frames located in new concrete areas shall be reset to grade in accordance with the requirements of the Standard Specifications and these Special Provisions.

Existing boxes and frames shall be protected during demolition operations and carefully removed and salvaged for reuse as directed by the Engineer.

Boxes and frames shall be properly supported and reset to the proposed finish grade as part of the concrete reconstruction work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, including, but not limited to, removal, excavation, backfill, and resetting utility covers and manhole frames in new concrete asphalt, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.13 WATERING

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

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

10-1.14 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in "Contractor-Property Owner Agreement," of the Standard Specifications.

The Contractor's attention is directed to "Surplus Material," and "Deficiency Material," of the Standard Specifications.

Where a portion of the existing pavement surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25-foot before removing the surfacing. If sawcut pavement is damaged before paving, it is the Contractor's responsibility, at his expense, to re-cut and remove any damaged portion before paving. Full compensation for cutting the existing surfacing shall be considered as included in the various contract items of work involved and no additional compensation will be allowed.

Graded areas shall be watered and compacted in accordance with the Standard Specifications, City Improvement Standards and as directed by the Engineer. Subbase sections for sidewalk, curb ramps, curb and gutter, driveways, roadway shoulders and asphalt concrete pavement shall be compacted to 95% relative compaction to a minimum depth of six inches.

10-1.15 SLURRY CEMENT BACKFILL

Slurry Cement Backfill shall conform to the provisions in "Slurry Cement Backfill," of the Standard Specifications and these Special Provisions.

Slurry cement backfill may be substituted for aggregate base backfill where approved or directed by the Engineer. Compensation for slurry cement backfill voluntarily substituted for aggregate base shall be in accordance with the payment provisions of "Aggregate Base". Substitutions ordered by the Engineer will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

10-1.16 UTILITY TRENCH BEDDING AND BACKFILL

Attention is directed to "Earthwork," and "Aggregate Bases" of the Standard Specifications and these Special Provisions for requirements regarding utility line bedding and trench backfill.

Bedding material for water, sewer, storm drain and electrical facilities shall be sand in conformance with "Sand Beddings" of the Standard Specifications and shall be installed in accordance with the plans and City Improvement Standards.

Trench backfill shall be aggregate base or slurry cement backfill at the Contractor's discretion. Backfill shall be installed in accordance with the requirements of "Compaction" of the Standard Specifications and the plans and City Improvement Standards.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of aggregate base, including, but not limited to, placing, grading, excavating, and compacting aggregate base as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract price paid per square yard for "Asphalt Restoration" and no additional compensation will be allowed.

10-1.17 ¾-INCH CRUSHED ROCK

Crushed rock base and gravel are defined as natural or crushed rock, free from organic matter, and meeting the following gradation:

Sieve Size	Percent Passing by Weight
1 -inches	100
¾ -inch	90 – 100
3/8"	20 - 55
No. 4	0 – 10
No. 8	0 – 5

Durability Index shall be at least 40 per California Test Method No. 229 or ASTM D3744.

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

10-1.18 SANITARY SEWER FACILITES

This work includes but is not limited to: installation of new sanitary sewer main lines, services, manholes, connection to existing sanitary sewer mains, temporary bypasses, excavation and backfill of utility trenches, and flushing, and testing of all sanitary sewer systems prior to placing into service.

Sanitary sewer system improvements and abandonments shall be in accordance with the Construction Standards and these Special Provisions and as shown on the plans.

Sewer bypass shall be coordinated with the Engineer and the Contractor shall provide a minimum of 48 hours advance notice to all affected residents and businesses prior to beginning work involving sewer bypass. Attention is directed to "Notification and Scheduling" of these Special Provisions for notification requirements and sample notifications forms.

10-1.18.1 BYPASS CONNECTION ASSEMBLY/TEMPORARY BYPASS

The bypass connection assembly shall be installed on the existing sanitary sewer force main as shown on the project plans and as specified in these Special Provisions. The bypass assembly shall consist of a ductile iron ball valve, cam lock adaptor, concrete vault and associated fittings and appurtenances.

The Contractor is solely responsible for ensuring that all sewage flows to the lift station are properly managed during the installation of the bypass assembly.

Construction procedures shall be discussed in detail with the Engineer ahead of time. Measurements shall be carefully verified and all necessary parts and tools shall be on hand and pre-assembled to the extent possible prior to the disruption of the existing line.

The bypass assembly shall be enclosed in a 24" x 36" concrete vault with a 12" riser, as needed to sit flush with finish grade. Vault shall be Christy B1730 or approved equal with H-20 traffic rated lid.

The bypass assembly is a permanent improvement that will become the property of the City of Grass Valley upon acceptance of the completed project.

Upon installation of the bypass connection, the connection shall be utilized for a temporary bypass during construction. The bypass must divert flows from around the lift station to the existing force main during the construction and transition to the new lift station equipment.

The Contractor shall submit a Temporary Bypass Plan which includes the following: pipe specifications, pipe connection details, pump placement, pipe anchoring detail and any relocations to be made during construction. The Contractor shall submit the Temporary Bypass Plan to the Engineer no later than ten (10) working days after the pre-construction conference for review. Construction shall not begin until the bypass plans have been reviewed and accepted by the Engineer. Failure to submit acceptable bypass plans shall not in any way delay the start of the contract working days.

The Contractor shall be fully responsible for determining the proper sizing, alignment, and design of the system to handle all flows, including infiltration and inflow, during the course of construction. The bypass pipes shall be securely anchored to prevent movement.

The Contractor is responsible and shall pay all costs associated with obtaining power for the operation of stream bypass pumps and other facilities requiring power for the duration of the project including, but not limited to, temporary power drops, generators, and fuel for generators and/or pumps.

The Contractor shall be solely responsible for ensuring the operation and maintenance of the temporary bypass systems throughout the construction contract period.

Full compensation for furnishing all labor, materials (including pipe, fittings, end plug, valve, cam-lock, and concrete vault), tools, equipment, and incidentals (tracing wire) and for doing all work involved including, but not limited to, sawcutting, excavating, placing and joining, backfilling and vault setting and construction and maintenance of the temporary bypass system, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum paid for "Bypass Connection Assembly/Temporary Bypass," and no additional compensation will be allowed.

10-1.18.2 PUMPING EQUIPMENT INSTALLATION AND MISCELLANEOUS PARTS

The City has purchased the two required pumps along with discharge connections, sleeves, brackets, holders, hooks, guide rails and cable lifting assemblies. This work shall include installing all material and performing all labor necessary for the complete, tested, and operational installation of a submersible sewage pumping station as shown on the plans and as herein specified.

A. Submittals: The following items shall be submitted be provided by the Engineer:

- Certified shop and installation drawings and data regarding pump and motor characteristics and performance. The data shall include pump performance curves, based on actual shop test, for head, capacity, efficiency, and horsepower. Motor data and motor performance curves shall include torque, current, KW input, KW output, efficiency, and power factor.
- Manufacturer's installation, lubrication, operation and maintenance manuals, bulletins and part lists. Complete and useable operation and maintenance manuals shall be provided.

B. Sewage Pumps: Two single-stage, submersible, non-clog, explosion proof, centrifugal pump/motor units shall be supplied by the City and installed in the pumping station wet well.

Pumps shall be Flygt NP 3202 SH 3 – 274 as supplied by the City, meeting the following conditions:

FEATURE	REQUIREMENT
Motor Horsepower	72 hp
Rated Voltage	460 volts, 3 phases
Rated Speed	3560 rpm
Motor Efficiency 1/1 Load	93.3%
Motor Efficiency 3/4 Load	93.4%

Motor Efficiency ½ Load	92.5%
Impeller Diameter	215 mm

The pump system including the pump, motor and power cable is approved for use in areas classified as hazardous locations in accordance with NEC, Class 1, Division 1, Group C & D Service. The pump unit is explosion proof.

Work shall also include the installation of discharge connections, stainless steel piping, sleeves, brackets, guide rails, cables and all other hardware as necessary to have a complete and operating pumping system.

All nuts and bolts exposed to sewage or corrosive atmosphere shall be Type 304 stainless steel.

Equip motors with three normally closed thermal switches embedded in the end of the coils of the stator winding (one per phase). These switches shall be set to open at 260 degrees F.

Equip motors with Flygt FLS sensors for the detection of water and/or oil in the stator housing. The FLS shall be connected to the MiniCAS (Mini Control and Status) monitoring unit. Furnish and install one ITT Flygt MiniCAS module to monitor the temperature and leakage detectors installed in each pump. MiniCAS modules shall be furnished to the control panel supplier to facilitate installation.

Guide rails and bases shall be an integral part of the pumping unit and pump casing shall have a machined flange to connect with the discharge connection. Discharge connection shall be bolted to the floor of the wet well and so designed as to receive the pump-connecting flange without the need of any bolts, gaskets, or nuts. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring, or profile gasket will not be acceptable. There shall be no less than two guide rails per pump and the guiderails shall be Schedule 40 stainless steel. The discharge elbow shall have a 4-inch flanged outlet.

Sealing of the pumping unit to the discharge connection shall be accomplished by a simple linear downward motion of the pump along the guide rails with the entire weight of the pumping unit pressing tightly against the discharge connection. No portion of the pump shall bear directly on the floor of the wet well and no rotary motion of the pump shall be required for sealing. Maximum leakage allowable to be less than 0.005 times the flow at a design point.

- C. Installation and Testing: Equipment and accessories shall be installed in accordance with approved written procedures submitted with the shop drawings, and as indicated on the drawings, secure in position and alignment, and neat in appearance.

After installation but prior to acceptance of the pumping equipment, each unit shall be given a running test during which it shall demonstrate its ability to operate within vibration limits set forth in the Hydraulics Institute Standards, and without overheating and meet the performance data listed herein. Tests shall include electrical, head and discharge measurements, sufficient to duplicate the head-discharge and efficiency curves submitted with the shop drawings.

Submit a test plan to the engineer for approval prior to final performance tests.

Two weeks after completion of tests, the Contractor shall submit the Pump Performance Test results showing satisfactory performance of each unit.

All defects revealed by the test shall be corrected at the Contractor's expense and the tests shall be repeated until satisfactory results are obtained.

The Contractor shall furnish all labor, piping, equipment, pressure gauges and materials necessary for conducting the tests, including necessary clean water.

A factory representative who has complete knowledge of proper operation and maintenance of the equipment furnished shall be provided for one (1) working day for startup procedures and testing. The factory representative shall be made available to instruct City representatives on the proper operation and maintenance of the equipment. The instruction may be done at the same time as the inspection of the installation and test run, provided that test is successful, and the operating and maintenance instructions furnished have been approved by the Engineer.

- D. Warranty: Pumping equipment and accessories shall be warranted against defects in materials and workmanship by the manufacturer for a period of five (5) years beginning at the date of pump station startup.

Defective equipment which may develop during said five year period that is not covered by the manufacturer due to improper installation procedures shall be repaired or replaced by the Contractor within a reasonable time after receipt of written notice thereof at no expense to the City.

- E. Payment: Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing fully operational pumping equipment, including, but not limited to, supplying the necessary submittals to the Engineer, furnishing associated accessories, installation, testing and warranting of all work, shall be included in the contract lump sum price paid for "Pumping Equipment Installation and Miscellaneous Parts" and no additional compensation will be allowed.

10-1.18.3 PIPE AND FITTINGS

Unless otherwise specified, pipe and fittings shall be ductile iron pipe, conforming to AWWA C151 pressure class 350 and AWWA C153, respectively.

The interior surface of all ductile iron pipe and fittings shall be coated at the factory with an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. The lining shall be PROTECTO 401 as produced by U.S. Pipe or approved equal. The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

The method of surface preparation, application, and the number of coats shall all be in accordance with the written instructions of the lining manufacturer. No material shall be used for lining which is not indefinitely recoatable with itself without roughening the surface.

All lined pipe and fittings shall be handled from the outside of the pipe and fittings only. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying.

All ductile iron joints shall be push-on type with rubber gaskets unless otherwise specified. Gaskets shall be SBR (Styrene Butadiene Rubber) and stored in a cool location out of direct sunlight and away from contact with petroleum products. In cold weather, gaskets shall be warmed to facilitate installation.

Flanged coupling adapters shall be made of ductile iron conforming to ASTM A536 and have flange bolt circles that are compatible with ANSI/AWWA C225/A21.15. Restraint for the flange adaptor shall consist of a plurality of individually actuated gripping wedges to maximize restraint capability. Torque-limiting actuating screws shall be used to insure proper initial set of the gripping wedges. The flange adaptors shall be Ford Uni-Flange Series or EBAA Iron Series 2100 MegaFlange, or approved equal.

Mechanical joint restraints shall be made of ductile iron conforming to ASTM A536, capable of full mechanical joint deflection during and after assembly. The joint restraint shall have a pressure rating of 350 psi when used on ductile iron or steel pipe. The mechanical joint restraints shall be Series 1100 MegaLug as produced by EBAA Iron, Inc. or approved equal.

Plug valves shall be DeZurik, Val-Matic, or approved equal. Plug valves shall be of the non-lubricated, eccentric-type, rated for 175 psi working pressure. Flanges shall be faced and drilled to the requirements of ANSI B16.1, Class 125.

Unless otherwise shown on the plans, all buried valves shall have gear operators with 2-inch square nut operators and shall be sealed against water intrusion. Exposed nuts and bolts on buried actuators shall be stainless steel. Buried valves shall have plugs that open upward. Operating nut extensions shall be installed on plug valves where indicated on the plans.

Ball check valves shall be Flygt, Mueller, Milliken, or approved equal.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing pipes and fittings including, but not limited to, plug valves and ball check valves, as needed to connect the new pumping equipment to the existing force main, as shown on the plans and as directed by the Engineer shall be included in the contract lump sum price paid for "Pipe and Fittings," and no additional compensation will be allowed.

10-1.18.4 VALVE ASSEMBLY/VAULT

This work shall consist of installing a new valve assembly in a new vault outside the wet well.

A new 7'4" x 7'4" Jensen Valve vault, or approved equal, shall be installed as shown on the plans.

A valve assembly shall be installed in the valve vault as shown on the project plans and as specified in these Special Provisions. The valve assembly shall consist of ductile iron ball valves, check valves, pressure gauge and associated fittings and appurtenances.

New ductile iron piping shall be installed from the valve assembly to the wet well and to the bypass connection and existing force main. The Contractor's attention is directed to "Pipes and Fittings" of these Special Provisions for specifications and payment details. Openings through the valve vault walls shall be grouted so as to be water tight after the installation of the new piping.

Full compensation for furnishing all labor, materials (including vault, valves, gauges and fittings), tools, equipment and incidentals, and for doing all the work involved in the construction of the valve assembly, as shown on the Plans, and these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum price paid for "Valve Assembly/Vault," and no additional compensation shall be allowed.

10-1.18.5 WET WELL MODIFICATIONS AND COATING

1. **Wet Well Modifications:** The modifications to the existing wet well will include, but not be limited to: extending the height of the interior wall by 6' (involving doweling into the top of the existing wall and adding 6' of concrete to the top to increase the depth of the wet well), removing the existing chamfer from all four sides of the wet well, removing the sewage grinder and existing headworks and repairing the wall where those items have been removed, grouting all existing pipe penetration locations that will not be reused, removing the existing 3" SDR from the bathroom drain and all attachments, coring and grouting the walls as necessary to install all pipes as

shown (including, but not limited to, new gravity main, pump outlets to valve box, overflow pipes, biocide conduit, electrical conduits as required for pumps, sensors, etc.), as well as any other items required to create an impervious well for coating.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in modifying the existing wet well, as shown on the Plans, and these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum price paid for "Wet Well Modifications and Coating," and no additional compensation shall be allowed.

2. **Wet Well Coating:** Wet well coating shall consist of a monolithic spray-application of a high-build, solvent-free epoxy coating or a polymorphic resin coating to eliminate infiltration, provide corrosion protection, repair voids and enhance the structural integrity of the existing lift station wet well.

A. Submittals: The following items shall be submitted to the Engineer for approval a minimum of 72 hours prior to wet well coating:

1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
2. Material Safety Data Sheets (MSDS) for each product used. Project specific guidelines and recommendations.
3. Applicator Qualifications:
 - Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
 - Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
 - Five (5) recent references of Applicator (projects similar size and scope) indicating successful application of the product to be used
 - Proof of any necessary federal, state or local permits or licenses necessary for the project.

4. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.

B. Warranty: Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to the other work caused by such defects or the repairing of same, at his own expense and without cost to the City.

C. Coating Material: Protective coating material shall be HYDRO-POX 212 GL or HYDRO-POX 204 UHB primed with HYDRO-POX 251 epoxy coating system, as manufactured by Con-Tech of California, equivalent two component polymorphic resin system as manufactured by Integrated Environmental Technologies System, or approved equal. Coating material shall conform to the following specifications:

1. Product type: Epoxy or resin
2. Color: White or light gray
3. Solids Content (vol%): 100
4. Compressive Strength: >10,500 psi
5. Tensile Strength: >4,500 psi
6. Tensile Elongation (min.): 6%
7. Flexural Modulus (psi): 450,000 – 500,000

D. Surface Preparation: Existing coatings shall be removed prior to application of the new protective coating. Applicator is to maintain strict adherence to applicable NACE and SSPC recommendations with regard to proper surface preparation and compatibility with existing coatings.

The applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation and shall notify the Engineer of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the protective coating.

All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete and mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.

Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the coating to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. Generally, this can be achieved with a low pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Other methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC-SP12),

abrasive blasting, shot blasting, grinding, or scarifying may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, neutralized surface.

Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for top coating with the specified protective coating.

Test prepared surfaces after cleaning but prior to application of the coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.

Repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the Engineer and the protective coating Applicator. Repair materials must be compatible with the specified epoxy or polymorphic coating and shall be applied in accordance with the manufacturer's recommendations. Installation of the protective coating shall not commence until the concrete substrate and any repaired areas have properly cured in accordance with these specifications.

If using approved cementitious repair materials, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sand paper to optimally receive the protective coating. No bug holes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.

The repair materials shall be permitted to cure according to the manufacturer recommendations. Curing compounds shall not be used.

Application of the repair materials, if not performed by the coating Applicator, should be inspected by the Applicator to ensure proper finishing for suitability to receive the specified coating. After abrasive blast and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shot blast or other approved methods. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar prior to application of epoxy coating.

- E. Application: Specified surfaces shall be coated by application of a moisture tolerant, solvent-free, 100% solids, epoxy or resin protective coating as further described herein. Application shall be to a minimum wet film thickness of 125 mils.

Protective coating must be applied by a Certified Applicator of the protective coating manufacturer and according to manufacturer specifications.

Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

Any active flows shall be dammed, plugged or diverted during coating application and until the coating has set hard to the touch. The Contractor's attention is directed to "Bypass Connection Assembly" of these Special Provisions.

Temperature of the surface to be coated should be maintained between 40 degrees F and 120 degrees F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply the coating when the temperature is falling versus rising.

The Applicator may spray or hand apply the protective coating. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.

The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials or the coating materials shall be mixed and applied in complete Factory proportioned units. Spray equipment shall be regularly maintained and in proper working order.

If necessary, subsequent top coating or additional coats of the protective coating should occur while the base coat is still tacky, ideally within 8 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

The Applicator shall take special care not to paint over the protective coating any stainless steel appurtenances (piping, fittings, threads, etc.) in the wet well. Any exposed stainless steel pipe and appurtenances shall be taped prior to application of protective coatings in the wet well.

- F. Testing and Inspection: During coating application, a wet film thickness gage, meeting ASTM D4414 – "Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages," shall be used to ensure a monolithic coating and uniform thickness.

After the protective coating has set hard to the touch it shall be the Contractor's responsibility to inspect the coating with high-voltage holiday detection equipment. Such test shall be witnessed by the Inspector. The surface shall be dried and an induced holiday shall then be made on the coated concrete surface. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied, but may be adjusted as necessary to detect the induced holiday (refer to NAC RPO 188-99). All detected holidays shall

be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to the repair area.

Measurement of bond strength of the protective coating to the substrate can be measured in accordance with ASTM D4541. Any areas detected to have inadequate bond strength shall be evaluated by the Engineer. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by the Applicator in strict accordance with the manufacturer's recommendations.

A final visual inspection shall be made by the Inspector. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.

- G. Payment: Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in applying a protective coating to the existing wet well, including but not limited to, supplying the necessary submittals to the Engineer, preparing and repairing the existing surfaces to receive the coating, applying, testing and inspecting the protective coating, and warranting all work, shall be included in the contract lump sum price paid for "Wet Well Modifications and Coating," and no additional compensation will be allowed.

10-1.19 BIOXIDE TANK MODIFICATIONS

This work shall consist of moving the existing Bioxide tank inside the building as shown on the plans, reconnecting the tank to the Bioxide pump installing a 1" conduit connecting the existing Bioxide pump that is located inside the pump station building to the modified wet well. The conduit shall be 1" Schedule 40 PVC and shall be attached to the walls of the building as shown on the project plans. The conduit shall provide access to the wet well through the wall and the cored hole shall be grouted water tight with non-shrink grout. City staff will insert pvc tubing through the conduit and activate the bioxide pump upon completion of the project.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing the existing tubing connection of the Bioxide pump to the well and connecting the Bioxide pump to the new wet well, as shown on the plans and as directed by the Engineer shall be included in the contract lump sum price paid for "Bioxide Tank Modifications," and no additional compensation will be allowed.

10-1.20 ACCESS COVER (VALVE VAULT AND WET WELL)

This work shall consist of installing access covers over the wet well and valve vault, as shown on the plans. The opening of the wet well shall be covered with a concrete cap for the access cover to be placed in. The concrete cap shall be a minimum 6" thick six sack concrete reinforced with #4 rebar at 18" on center and doweled into the top of the wet well walls with #4 rebar every 24". All materials and hardware used shall be heavy duty, corrosion proof, designed to withstand the harsh sewer environment.

Covers shall be extruded angle frame aluminum construction with stainless steel hardware and a H-20 load rating. Doors shall be provided with stainless steel lift springs, stainless steel slam locks, recessed lift handles and tamper resistant padlock assemblies. A removable handle shall be provided for the snap locks. The opening protection grating shall comply with OSHA 1910.23 and 1910.146 standards for fall through protection and confined space entry, respectively. Grating shall be a 1 1/2" I bar aluminum with a safety orange powder coated finish and shall be supplied with a positive latch to maintain unit in an upright position.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in modifying the existing opening and installing new access covers, as shown on the plans and as directed by the Engineer shall be included in the contract lump sum price paid for "Access Cover (Valve Vault and Wet Well)," and no additional compensation will be allowed.

10-1.21 ELECTRICAL CONTROLS AND INSTRUMENTATION

This work shall consist of furnishing all necessary labor, materials, equipment and incidentals required to install a complete and operational electrical control and instrumentation system according to the intent of these Special Provisions, whether itemized or not. The City has attached the Flygt Pump Control Panel wiring Diagram for the pumps to be installed as Appendix A.

The project plans and these Special Provisions shall be thoroughly examined and all mechanical equipment shown or otherwise required, shall be provided with the starters, circuit breakers, switches, pushbuttons and appurtenances needed for proper functioning and code compliance. The Contractor shall erect all electrical equipment, furnish and install conduit, wire and cable and make connections as required to place all equipment in complete operation.

The general extent of the electrical work includes, but is not limited to, furnishing and installing the following items:

1. Complete circuiting and connections for all motors, including their remote control and indicating devices.
2. All supports, bases, anchors, sleeves, hangers, conduit seals, and the like, all electrical work shown and/or specified, not particularly mentioned above.
3. Complete grounding system.

4. Documentation, including submittal, instruction, operations and maintenance manuals.
5. Start-up services.
6. Conduit, duct banks, vaults and pull boxes.
7. Control panels.
8. Panel boards and transformers.
9. Automatic transfer switch for existing generator.
10. Instrumentation complete.
11. Provisions for temporary power during construction and testing.
12. Power, control, alarm, and instrumentation wiring for all equipment.

10-1.21.1 CODES AND STANDARDS

All work shall conform to the following codes and standards:

- NFPA 70 – National Electrical Code – Latest Edition
- NFPA 101 – Life Safety Code – Latest Edition
- CA Building Code – Latest Edition
- CA Electrical Code – Latest Edition
- Any additional codes effective at the job site.

The Contractor shall furnish without extra charge any additional material and labor which may be required for compliance with these laws, rules, and regulations, even though the work is not mentioned in these particular specifications or shown on the drawings.

The Contractor shall apply and pay for all permits required by any of the legally constituted public authorities for the installation and construction of the work included in this section. The Contractor shall arrange and pay for any inspections or examinations so required and deliver certificates of all such inspections to the Engineer.

The Contractor is required to submit complete shop drawings and obtain an approved building permit from the City of Grass Valley for the electrical controls and instrumentation work. Attention is directed to “Material, Equipment, and Shop Drawings” of this section.

When these specifications call for materials or construction of a better quality or larger sizes than require by the above mentioned rules and regulation, the provisions of the specifications shall take precedence.

10-1.21.2 INTERPRETATION OF DRAWINGS

Any error or omissions of detail in either the drawings or the specifications shall not relieve the Contractor from correctly installing all materials necessary for a complete and operating electrical system.

The Contractor shall inspect the site and verify all measurements and conditions and shall be responsible for the correctness of same. No extra compensation will be allowed because of differences between work shown on the drawings and measurements at the site.

The Contractor shall examine the plans and the manufacturer’s drawings for the various equipment in order to determine the exact routing and final terminations for all conduits and cables. Conduits shall be stubbed up as near as possible to equipment enclosures.

10-1.21.3 LOCATIONS AND ENCLOSURES

Provide equipment, materials, and wiring methods suitable for the type of locations in which they are located. Definitions of types of locations and types of enclosure to be provided:

- Dry locations: All indoor areas that do not fall within the definitions below for wet, damp, hazardous, nor corrosive locations and which are not otherwise designated on the drawings. Provide NEMA 1A or NEMA 12 enclosures.
- Wet locations: All locations exposed to weather, whether under a roof or not, unless otherwise designated on the drawings. Provide NEMA 3R enclosures.
- Damp locations: All indoor (or outdoor) spaces wholly or partially underground, or having a wall or ceiling forming part of a channel or a tank, over or near water areas, or any area subject to water spray, unless otherwise designated on the drawings. Provide NEMA 4X (316 SS) enclosures.
- Hazardous locations: Those areas designated on the drawings as being hazardous locations. Provide NEMA 7 enclosures in areas subject to hazardous gases and NEMA 9 enclosures in areas subject to hazardous dust. Always provide chains for covers of junction boxes.
- Corrosive location: Areas where chloring or sulfur dioxide gas under pressure, sulfuric acid or liquid polymer are stored or processed. Provide NEMA 4C (non-metal) enclosures.

10-1.21.4 MATERIALS AND EQUIPMENT INSTALLATION

All equipment shall be located and installed so that it will be readily accessible for operation and maintenance. The Owner reserves the right to require minor changes in location of outlets or equipment, prior to roughing in, without incurring any additional costs or charges.

All electrical equipment and appurtenance facilities which are separately mounted or anchored shall be so installed as to be in conformance to all requirements of the Uniform Building Code, latest edition, both for vertical and seismic loading. Provide housekeeping pads for floor or pad mounted equipment.

Follow the manufacturer's installation recommendations unless otherwise indicated. Keep copy of manufacturer's installation instructions available on job site for review at all times.

10-1.21.5 SEISMIC REQUIREMENTS

All pieces of electrical, mechanical, and instrumentation equipment and appurtenant facilities which are separately mounted or anchored shall be so installed as to be in conformance to all requirements of the California Building Code, both for vertical and seismic loading. This requirement applies, but is not limited to, such items as electrical instrumentation panels, tanks, pumps, piping, pipe supports and hangers, and other similar equipment or facilities in excess of 400 pounds.

All components of this facility shall be considered essential for the purpose of determining seismic force values. The seismic force shall be taken as $F=0.34W$, where W is the weight of the equipment or pipe contents. A similar force of two-thirds (2/3) of the horizontal force shall be assumed to act in a vertical upward direction. The seismic zone shall be considered Zone 4 for this project.

10-1.21.6 UTILITY COORDINATION

The Contractor shall coordinate utility work with PG&E as necessary. Interruption and reconnection of the existing service shall be coordinated by the Contractor and any temporary service needs shall be solely the Contractor's responsibility.

The Contractor is responsible for providing trenching, conduit, concrete encasement, risers, pull ropes, and any other requirements per PG&E. The Contractor is responsible for coordinating inspections, site visits and all paperwork to completion.

10-1.21.7 QUALITY OF MATERIALS

All electrical materials used on this project shall be new and free from defects unless otherwise approved by the Engineer. The Contractor may propose to reuse existing conduits after a thorough inspection of existing conditions has been done. The Contractor shall submit a formal request describing the conduits to be reused and the cost savings to the Owner. Existing conduits may be reused only after approval of the Contractor's formal request.

All electrical materials used on this project shall conform where applicable, to the following standards, unless otherwise noted:

- NEMA – National Electrical Manufacturers Association
- ANSI – American National Standards Institute
- UL – Underwriters Laboratories, Inc.

The Contractor shall properly store and protect all materials and equipment from corrosion, physical damage and the effects of moisture and weather.

10-1.21.8 MATERIAL EQUIPMENT AND SHOP DRAWINGS

Shop drawings and submittals of the materials and equipment to be used shall be prepared in accordance with these Special Provisions and the City of Grass Valley Improvement Standards.

Before the start of construction and in conjunction with the schedule of Sub-Contractors, the Contractor shall furnish to the Engineer a tentative construction schedule showing the order of the work, the Switchboard/MCC shop drawings submittal dates, scheduled manufacturing dates, and the anticipated delivery dates.

The following information shall be clearly marked on each shop drawing, catalog cut, specification sheet, etc. submitted: 1) Project Title, 2) Date, 3) Submitted By and 4) Identification of item represented.

Shop drawings shall be drawn to scale or completely dimensioned and shall give all information required to completely describe the item. Shop drawings of speed control switchboards, panels, and motor control centers shall all be submitted on 11"x17" sheets at one time. Drawings shall show front views, elementary wiring diagrams, and numbered terminal blocks. Drawings shall be submitted for existing equipment requiring modifications as called for on the drawings.

The Contractor shall carefully check all his shop drawings for compliance with this Specification and the Plans.

In the event that certain shop drawings are rejected by the Engineer, they will be so noted and returned to the Contractor for resubmittal. Resubmittals are to be made within 14 days.

If the shop drawings show variation from the contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in order that if acceptable, suitable action may be taken for proper adjustment of the Contract. The Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract, even though the shop drawings have been reviewed.

The Engineer's review of shop drawings will be for general design and arrangement only and shall not relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules. The Contractor shall verify all dimensions and job site conditions affecting the work, and shall be responsible for furnishing and installing the proper materials required by the Contract, whether or not indicated on the shop drawings.

Work requiring shop drawings shall not be started before receipt of the Engineer's written approval.

The shop drawings shall provide complete interconnection wiring diagrams. Interconnection drawings shall show for each piece of equipment and all wiring between all devices, panels, cabinets, terminal boxes, control equipment, motor control centers and any other devices and equipment including equipment provided in other Divisions of the Specifications as well as equipment provided by the Owner. Each interconnection diagram shall show the following as a minimum: each conduit number, wire label, wire color code and terminal number, as actually installed; each motor, starter, cubicle, disconnect, switch, panel, cabinet, instrument, device and all other equipment; and grounding points.

Commercial Warranties: Pursuant to the general provisions of the contract, prior to final payment, the Contractor shall furnish to the Engineer a listing of all manufacturers of their materials and equipment. The list of these warranties must include the time period of each warranty, i.e. 6 months, 1 year, and the like. One copy each of those warranties whose time period exceeds 1 year shall be submitted with the listing.

Shop drawings shall be submitted in a single complete package and at a minimum shall include all of the following:

- Conduit, fittings, supports, conductors, vaults and boxes.
- Disconnects, receptacles and switches.
- Switchboards, Meter/Main Panels, Automatic Transfer Switches and Motor Control Centers and Internal Components including wiring modifications, metal work, bill of materials and descriptions of the work to be performed.
- Pump Control Panels.
- Control Panels and all Internal Components.
- Panelboards and Transformers.
- Standby Generator Automatic Transfer Switch.
- Instrumentation – Complete.
- Testing schedule and forms.

10-1.21.9 BASIC CONTROLS FOR A DUPLEX PUMP STATION

A complete and fully operational duplex pump, Flygt lift station control panel shall be provided with the required items as provided below:

1. FOP 412 - Touch Screen HMI. 10" full color touch display. Multi lingual. Including 1.5 m ethernet cable
2. XAM 912 – Application Manager, one for up to four pump modules
3. XBP 251 – 5-slot Backplane, supplied from XBS 251; Each module takes 1-2 slots
4. XBS 251 – Backplane Supply Module, 12-30VDC; one per 8 pumps/pump modules
5. FPM 411 –Pump Module DOL (Qty. 2) – one per pump
6. Surge Protect Pro
7. Power Supply, battery power, 155W, 24V
8. Battery 12V 12 AMP (Qty. 2)
9. Sensor, Level LTU801 0-10 M 25M
10. ENM 10 Float Level Switch w/65' cable (Qty. 2)
11. CCD401 Avensor Cloud SCADA modem

10-1.21.10 AUTOMATIC TRANSFER SWITCH

An automatic transfer switch shall be provided in the lift station control panel, interconnected with the standby generator, which shall automatically start and transfer the load to the generator in the even of an interruption of power to the lift station.

The Contractor's attention is directed to "Testing" of this section for the requirements of testing and verifying the functionality of the automatic transfer switch.

10-1.21.11 OPERATION AND MAINTENANCE MANUAL

The Contractor shall provide three (3) copies of an Operation and Maintenance manual prior to completion of the work. Additional an electronic copy of the O&M manual shall be supplied by the Contractor.

The manual shall be bound and covered and be 9 inches by 12 inches in size. Provide a table of contents and one section for each item of equipment specified herein. All pages shall be neatly assembled and fit within the manual cover. For each section provide the following information, as applicable:

- An itemized list of all data provided.
- Name and location of the manufacturer, the manufacturer's local representative, the nearest suppliers, and spare parts warehouse.
- Recommended installation, adjustment, start up, calibration, and troubleshooting procedures.
- Recommended lubrication, lubrication intervals, and an estimate of yearly quantity needed.
- Recommended step-by-step procedures for all modes of operation.
- Complete internal and connection wiring diagrams.
- Recommended preventative maintenance procedures and schedule.
- Complete parts lists, by generic title and identification number, with exploded views of each assembly.
- Recommended preventative maintenance procedures and schedule.
- Complete parts lists, by generic title and identification number, with exploded views of each assembly.
- Recommended spare parts and special tools.
- Disassembly, overhaul, and reassembly instructions.
- All approved shop drawing information pertinent to facility operation and maintenance.
- Equipment calibration date, calibration sheets including equipment/instrument description.
- Approved submittal information.

As-built drawings containing complete wiring diagrams shall be submitted with the Operation and Maintenance manuals described above. As-built drawings shall be marked with red pencil or pen to show electrical work revisions and actual routes of embedded or buried conduit which may differ from the plans.

Test results/reports shall be contained within the Operation & Maintenance manual and shall be placed under each respective equipment item tested.

10-1.21.12 EQUIPMENT IDENTIFICATION

Switchboards, motor control centers, ATS, starters, control panels, internal control panel components, all disconnect switches and circuit breakers, transformers, push buttons, controls, instruments, boxes, etc. shall be properly identified with a descriptive nameplate. Nameplates shall be made of 1/6 inch laminated plastic with black background and white letters. Size of letters shall be 1/4 inch high, minimum. Letters shall be machine engraved. All nameplates shall be screw mounted with oval head machine screws tapped into metal. Adhesive material shall not be used. Every new cubicle in the motor control center shall be provided with a nameplate with 1/2 inch high lettering.

10-1.21.13 CLEANING

After all other work has been accomplished control panels, starters, panel boards, and all other electrical equipment shall be cleaned of all dust, dirt, grease, plaster, paint or other marks, by the Contractor. All switchboards and motor control centers shall be "touch-up" painted to match original colors.

10-1.21.14 RACEWAY

The Contractor shall furnish and install a complete raceway system including conduit, fittings, boxes and supports. All raceway shall comply with applicable standards of the Underwriter's Laboratories, Inc. and shall be installed in accordance with the City Improvement Standards, the applicable CA Building and Electrical Codes and industry standards.

CONDUIT

Rigid Steel Conduit (RSC) and all fittings shall be hot dip galvanized on the exterior and may be zinc or enamel on the interior. All couplings and locknuts shall be of the threaded type only.

Plastic Coated Rigid Steel Conduit (PCRSC) and fittings shall be hot dip galvanized prior to the plastic coating. The galvanized surfaces shall be coated with an epoxy-acrylic primer before plastic coating. All couplings and locknuts shall be of the threaded type only. Condulets shall be supplied with stainless steel screws. All screws shall be encapsulated in plastic.

Flexible Metallic Conduit (Flex) and fittings shall be hot dipped galvanized steel. Neoprene jacketed flexible metallic conduit shall be used in all damp or weatherproof locations where flexible conduit is required. Fittings which use a screw to bind against tubing will not be accepted. Fittings for neoprene jacketed flexible conduit shall be of the screw in type.

Flexible Non-Metallic Conduit (NMFlex) and fittings shall be heavy duty PVC. Conduit shall consist of PVC spiral surrounded by flexible PVC. NMFlex conduit shall be liquid tight and fittings shall be corrosion resistant with stainless steel retaining rings. Provide sealing gaskets at all threaded connections.

Polyvinylchloride Conduit (PVC) and fittings shall be rigid heavy weight type, Schedule 40 when encased in concrete or schedule 80 when exposed or not encased in concrete.

CONDUIT INSTALLATION

Unless otherwise specified or indicated, wiring shall consist of insulated conductors installed in conduits. Minimum size conduit installed on this project shall be 3/4 inch.

Use the following types of conduit for the locations listed, unless indicated otherwise:

- Galvanized rigid steel conduit (GRS) for all exposed, dry locations.
- Plastic-coated steel conduit (PCRSC) outdoors in wet and damp locations, and below grade for direct-buried conduit where sand encased.
- Rigid polyvinyl chloride (PVC) conduit for concealed locations, for corrosive areas, for embedded conduit in concrete and conduit installed below grade in concrete duct banks, except use plastic coated steel conduit (PCRSC) at least 5 feet on both sides of penetrations through footings and outside walls, under equipment mounting pads, where embedded in exterior light pole foundations, and where conduit changes from underground to exposed or from embedded to exposed.
- Liquid tight flexible metal conduit (flex) with steel fittings for the last 18 to 36 inches of conduit run to a piece of equipment where required to isolate vibration or to facilitate maintenance or adjustment.
- Electrical metallic tubing (EMT) shall not be used on this project.

Conduit system installation shall meet or exceed the requirements of the NEC.

Conduit shall be of the greatest practicable single length between joints. Joints shall be made up with approved jointing compound.

Install and equip conduit, boxes, and fittings installed outdoors or in other wet or damp locations so as to prevent water from entering the conduit. Provide a suitable seal inside each conduit or raceway entering boxes or enclosures in wet or hazardous locations.

The Contractor shall run a mandrel through all unexposed conduits immediately prior to wire or pull string installation to ensure conduits are clear of debris and foreign objects.

For PVC conduit, use factory-made ells where applicable. Joints between PVC conduit and metallic fittings or rigid steel shall be made with an approved adapter.

Concealed, embedded, and buried conduits shall emerge at right angles and shall have none of the curved portion of a bend exposed, unless otherwise approved by the Engineer. Where slabs are on grade, install conduit beneath the slab and not in the slab. Where ells are required to penetrate floor slabs, the ells shall be galvanized rigid steel conduit.

At least 12 inches of separation shall be maintained between conduits carrying power and instrumentation cables.

Trenching, bedding and backfill of electrical conduits shall be performed as shown on the plans and in conformance with the City Improvement Standards.

All conduits containing power, controls, feeders, alarms, instrumentation and communication wiring shall be identified at each end. Labels shall be permanent, waterproof, legible, non-metallic and attached with nylon fastener or stainless steel wire.

The entire electrical raceway system shall form a continuous metallic electrical conductor from service point to every outlet and shall be grounded by connection to the main service ground.

10-1.21.15 WIRE AND CABLE

The Contractor shall furnish and install all wire and cable for a complete operable electrical system as shown on the plans and as specified in these Special Provisions. All raceway, wire and cable shall comply with applicable standards of the Underwriter's Laboratories, Inc. Wires and cables shall be color coded and installed per applicable building codes and industry standards.

A complete submittal shall be provided showing a description of all power, signal, communication and instrumentation cables including name of the manufacturer, type of insulation, type of conductor, and size and catalog number of control, instrument signal cables.

Conductor labels shall be white heat shrink tubing with machine printed black marking. Tubing shall be sized to fit conductor insulation. Adhesive strips are not acceptable. Machine printed markings, directly on conductors, will be accepted.

All wiring shall be type THWN/THHN rated at 600 Volts unless shown otherwise. All conductors shall be sized for operation at 75 degrees C maximum operating temperature.

Unless specifically noted otherwise herein, all conductors for general wiring shall be a minimum of 98% conductivity, stranded, soft drawn copper. Aluminum or aluminum alloys are not acceptable. Conductors, including insulation, cabling, jacket, filler, shielding, covering, and testing, shall meet applicable requirements of IPCEA S-19-81 and S-61-402, the NEC and UL.

120 Volt control, indicator, signal and metering conductors may be #14 AWG, and shall be stranded.

Wire connections shall be accomplished with wire nuts, terminals or lugs as required by the CA Electrical Code and as specified in these Special Provisions.

Wire nuts for joints, splices and taps for conductors #8 and smaller shall consist of a cone shaped expandable coil spring insert, insulated with a Teflon or plastic shell. Threaded or crimp types will not be accepted. All wire nuts shall be taped.

Terminals for stranded conductors #8 and smaller shall be a pre-insulated crimp type.

Lugs and connectors for conductors #6 and larger shall be compression types of one piece tubular construction with flat rectangular tongues. Two hole lugs shall be used for sizes 4/0 and larger.

Splices shall not be installed in raceway. Wires shall be spliced in approved boxes or condulets only, unless otherwise approved by the Engineer.

10-1.21.16 SPARE PARTS, CONSUMABLE ITEMS AND TOOLS

The contractor shall supply all necessary spare parts prior to functional acceptance test. All parts shall be sealed in plastic bags and delivered to the site in a heavy duty plastic storage box. At a minimum the following parts shall be provided:

- Fuses: Provide 20 percent of each size and type used rounded to the next whole number, but no less than three of each size and type.
- Indicating light bulbs: Provide 20 percent of each size and type used rounded to the next whole number, but no less than 10 of each type.

10-1.21.17 TESTING

Testing, test plans, and test reports shall be provided by the Contractor as specified herein. The Contractor shall perform tests as required to demonstrate that the equipment and systems covered in these Special Provisions operate safely and meet the requirements of this and other sections. The Contractor shall provide labor, instruments, and other material to complete the following tests:

- Operational Readiness Test
- Functional Acceptance Test
- Independent testing services for the electrical system prior to Functional Acceptance Test.

OPERATIONAL READINESS TEST (ORT)

After installation, termination, and identification of conductors, perform a point-to-point wire check to verify that all wiring has been properly installed and identified, and that there are no shorts between wires, shields, and ground. Lift wires from terminals as required to perform this test.

Perform a 750 volt megger test on all 600 Volt class control and power wiring. The Engineer shall be notified at least 1 week prior to the insulation test so that the testing may be witnessed.

Submit test data showing (for every motor): Perform a winding resistance check of each phase. Amperes in each phase with motor loaded; motor nameplate amperes; thermal overload element rating and catalog number. At time of test record voltage at switchboard for all three phases. Check for correct rotation of mechanical equipment.

Test the pump control panel and enter all set points.

Test the onsite power generation system, including the standby engine generator and transfer switch.

FUNCTIONAL ACCEPTANCE TEST (FAT)

The Contractor shall perform the FAT after he has delivered written notice to the Engineer that the ORT has been completed. The Contractor shall inform the Engineer at least 1 week prior to the FAT so that the Engineer may witness the test.

The FAT shall operate all equipment and systems over the full operating range, shall demonstrate proper operation of alarms and indicators, and, in general, shall demonstrate that the equipment and systems meet the requirements of the Plans and these Special Provisions.

If any equipment or system fails the FAT, the Contractor shall correct the problem and shall repeat the test until it is successful.

The Contractor shall provide resources and personnel, on site, as necessary, to support the effort required to complete testing of the lift station in a timely manner. Resources include testing equipment, two-way radios and tools. Personnel include an electrician, a control system start-up technician and any other startup personnel as required by the manufacturer.

INDEPENDENT TESTING SERVICES

The Contractor shall provide the services of an independent testing service. The independent testing service shall certify the electrical equipment and installation.

Testing methods shall be in accordance with NETA standards for "Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems."

At a minimum, the main switchboard, main service disconnect, ground fault detection equipment, solid state breakers, transformers, and ground system shall be tested. Certified test results shall be submitted for review.

10-1.21.18 TRAINING

The Contractor shall provide complete training in the operation of the electrical and control systems to City personnel. The length of the training shall be as needed to assure personnel are comfortable in the use of the pump station control systems, but not more than eight man-hours will be required.

Instructions shall consist of the functional description of each piece of equipment, including calibration and setting of set points. Demonstration of the operation of each system shall be included.

The Contractor shall provide all manuals and study materials required for the training of City personnel a minimum of 10 days in advance of the training.

10-1.21.19 WARRANTY

The Contractor shall leave the entire electrical system in proper working order and shall, at his own expense, replace an work, material, or equipment furnished by him which develops defects within one year from the date of acceptance.

The pump control panel supplier shall have a staff of experienced personnel available to provide service on 2 working days notice during the warranty period. Such personnel shall be capable of fully testing and diagnosing the hardware and software delivered; and of implementing corrective measures.

If the pump control panel supplier fails to respond in 2 working days, the City shall, at its option, proceed to have the warranty work complete by other resources; the total cost for these other resources shall be reimbursed in full by the Contractor or supplier from fulfilling the remainder of the warranty requirements. The use of other resources, as stated above, shall not change or relieve the Contractor or supplier from fulfilling the remainder of the warranty requirements.

Prior to "final acceptance," the Contractor shall furnish to the Engineer a listing of warranty information for all manufacturers of materials and equipment used on the project. The listing shall include the following:

- Manufacturer's name, service contact person, phone number, address.
- Material and equipment description, equipment number, part number, serial number and model number.
- Manufacturer's warranty expiration date.
- Complete test forms.

10-1.21.20 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing, testing, warranting and providing training on the pump station control system as shown on the plans, as specified in these Special Provisions and as directed by the Engineer shall be included in the contract lump sum price paid for "Electrical Controls and Instrumentation" and no additional compensation will be allowed.

10-1.22 ASPHALT RESTORATION

This work shall consist of installing asphalt concrete (4" thick), and underlying base material as needed, and replacing the removed structural section with new asphalt concrete as shown on the plans in conformance with these special provisions. This item applies to all trenches and other locations such as the existing overflow structure and the planter area, sewage grinder and headworks that will be removed.

The outline of the asphalt concrete area to be removed shall be cut on neat lines with a power-driven saw to a depth matching the depth of the replacement section, before removing the surfacing, unless approved by the Engineer. If the asphalt concrete surface is to be totally removed by cold planing, the Engineer may eliminate the saw-cutting before removing the surface.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall disposed of outside the right-of-way.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Hot Mix Asphalt shall be placed over the prepared base material or underlying asphalt concrete pavement not removed and shall conform to the provisions in "Hot Mix Asphalt (HMA)" of these Special Provisions, except for payment.

All paved trench edges and joints shall be sealed with asphaltic emulsion seal coat and sand screenings as shown on the plans and in conformance with the provisions in "Seal Coats", of the Standard Specifications and these Special Provisions.

The exact limits of asphalt concrete surfacing to be removed and replaced, as shown on the plans, will be determined by the Engineer. The quantity of asphalt concrete removal and replacement to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

Full compensation for furnishing all labor, materials (including asphaltic emulsions, liquid asphalts, asphalts, and aggregate), tools, equipment, and incidentals, and for performing all the work involved in removing and replacing hot mix

asphalt, complete in place including sawcutting existing asphalt concrete, application of prime coat or paint binder (tack coat), and compacting the existing base, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per square yard for "Asphalt Restoration (4" Thick)" and no additional compensation will be allowed.

If the aggregates for the HMA did not meet the "Contract Compliance" requirements for Sand Equivalent or gradation and if the Contractor requests the material be accepted on the basis of a penalty, in conformance with the provisions in the Section 39 2.02, "Materials," of the Standard Specifications, and the Engineer approves the request, the penalty shall be \$3.50 per cubic yard.

10-1.23 CONNECTIONS TO EXISTING FACILITIES

Connections to existing sanitary sewer main lines and sanitary service lines shall comply with "Sanitary Sewer System", and "Connection to Existing Facilities", of the City Construction Standards and as noted and modified as follows:

- The Contractor shall construct all connections to existing main lines and service lines.
- No nighttime work will be permitted unless otherwise approved by the Engineer.
- Prior to scheduling any connections involving outages, the Contractor shall have on hand all fittings, gaskets, bolts, adaptors, and incidentals necessary to complete the connection.
- For connections requiring bypasses or service interruptions, the Contractor shall contact and coordinate all affected customers a minimum of 48 hours ahead of the interruption.
- Service interruption duration is 12 hours maximum.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in connecting new sewer piping to existing main and service lines, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer shall be considered as included in the various contract items of work requiring "Connection to Existing Facilities" and no additional compensation will be allowed.

10-1.24 RECORD DRAWINGS

The Contractor shall keep accurate records on a set of project prints (24" x 36") of all additions and deletions of the work, and all of the changes in location, elevation, and character of the work not otherwise shown or noted on the contract plans.

"Record Drawings" construction plans shall be provided to the City after completion of the project. One digital copy shall be provided with changes to the original contract work shown in red color. The Contractor shall transmit these "Record Drawings" plans to the Engineer for approval. Details to be shown on the "Record Drawings" plans shall include, but not be limited to, type, quantity, and location of pipe runs, location and elevations of facilities, and any other modifications, additions or adjustments to any other facilities in the project.

"Record Drawings" construction plans shall be signed and dated by the Contractor or the Subcontractor that actually constructed the facility. In addition, company names of the Contractor and Subcontractors shall be added to the title sheet.

The cost of record keeping to provide the information for these "Record Drawings" plans and all work associated with preparing accurate "Record Drawings" construction plans shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

APPENDIX A – FLYGT PUMP CONTROL PANEL WIRING DIAGRAM

4

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2

1

REVISION HISTORY			
REV	DATE	DESCRIPTION	APPROVED

PROJECT NAME:
CONCERTOR/N3000 UNIVERSAL
PUMP CONTROL PANEL
DUPLEX 5HP/10HP @ 240V OR 5HP/10HP/20HP @ 480V 3P NEXICON
UL698A LISTED

DRAWING NUMBER:
ESS-E01417-1500

- SHEETS:
- 00 - COVER PAGE
 - 01 - POWER SCHEMATIC
 - 02 - CONTROL POWER SCHEMATIC
 - 03 - GENERAL CONTROL SCHEMATIC
 - 04 - NEXICON APP MANAGER WIRING
 - 05 - PUMP CONTROL MODULE WIRING
 - 06 - INTRINSICALLY SAFE CONTROLS
 - 07 - EXTERNAL LAYOUT
 - 08 - INTERNAL LAYOUT
 - 09 - PLACARDS / TERMINAL LAYOUT
 - 10 - BILL OF MATERIALS

GENERAL NOTES:

- 1. ALL WORK TO BE PERFORMED BY LICENSED ELECTRICIANS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL LOCAL ELECTRICAL CODES.
- 2. POWER, FIELD WIRE, AND MOTOR FEED CONDUCTORS MUST BE RATED AT A MINIMUM OF 75°C, COPPER CONDUCTORS ONLY
- 3. TO MAINTAIN THE ENVIRONMENTAL RATING OF THIS ENCLOSURE, INSTALL ONLY UL LISTED OR RECOGNIZED DEVICES WITH THE SAME ENVIRONMENTAL RATING AS THE ENCLOSURE IN COMPLIANCE WITH THE INSTALLATION INSTRUCTIONS OF THE DEVICE



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ON	10/24/24	WIP
CHECKED BY:	DATE:	PROJECT NO:
CW	11/6/24	ESS-E01417

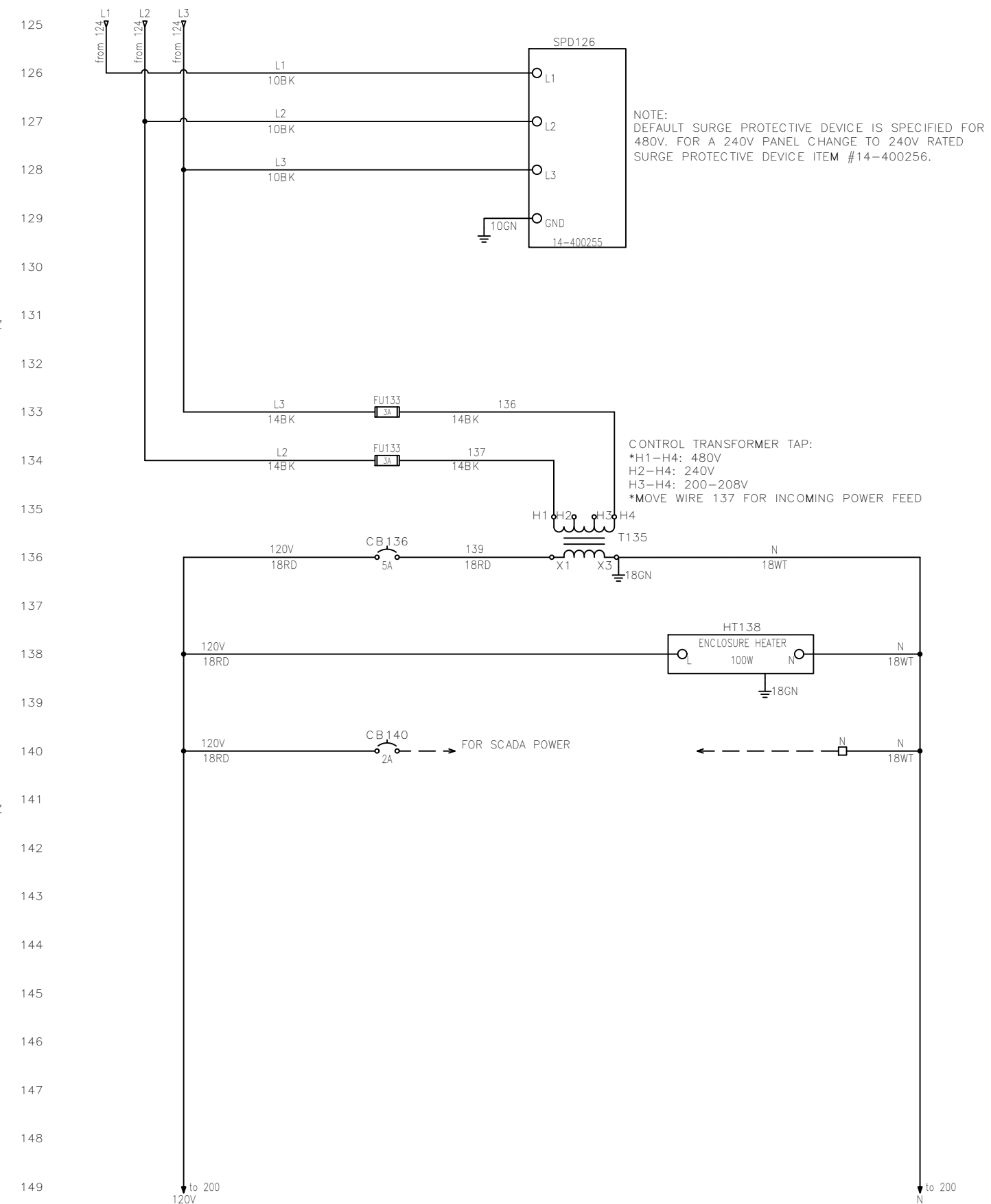
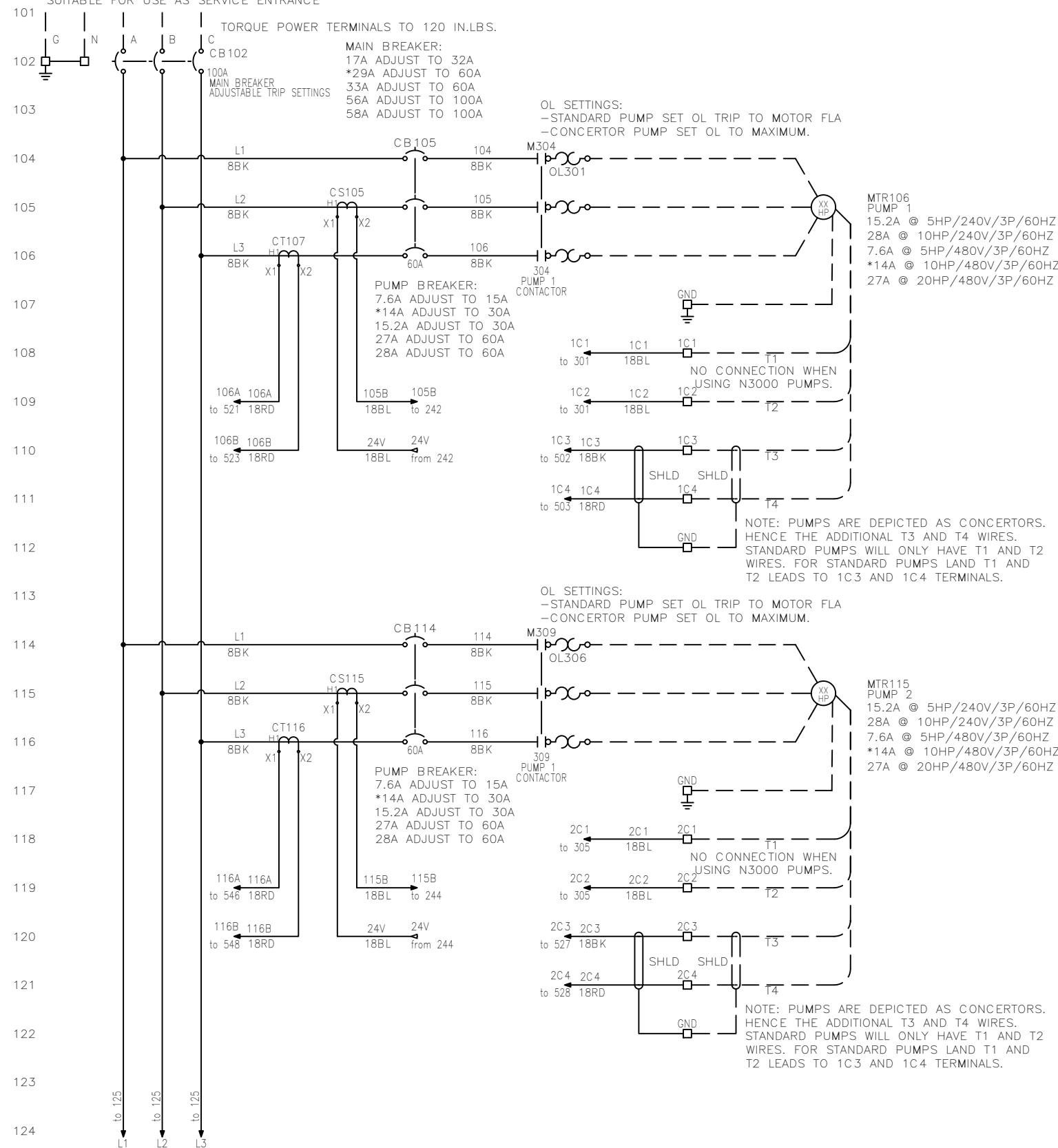
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CONCERTOR/N3000 UNIVERSAL DUPLEX CONTROL PANEL COVER PAGE

DRAWING NUMBER:
ESS-E01417-1500

REVISION NUMBER:
1

SHEET: 0 of 10

REVISION HISTORY			
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CHECKED BY: CW	DATE: 11/6/24	PROJECT NO: ESS-E01417

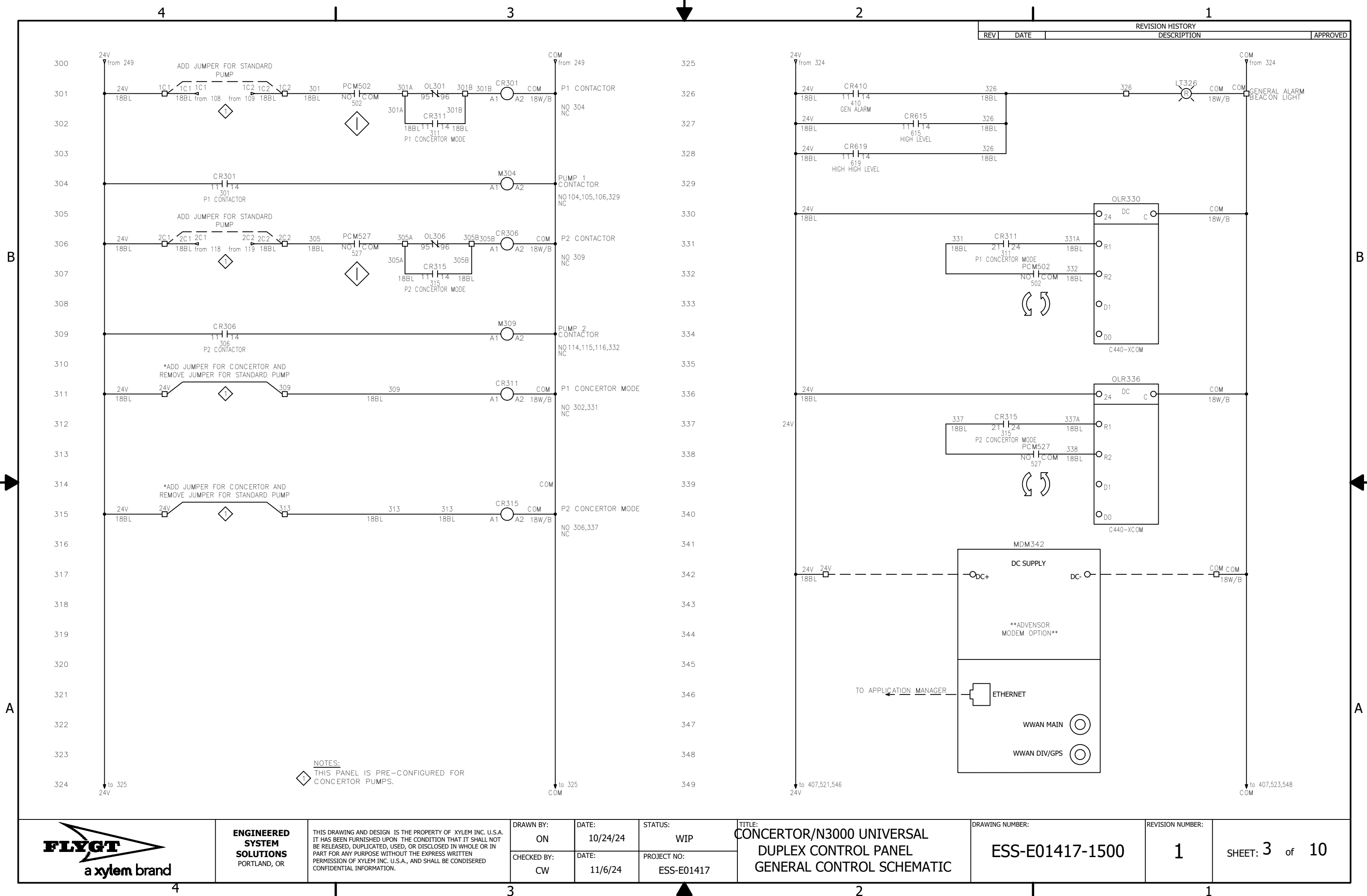
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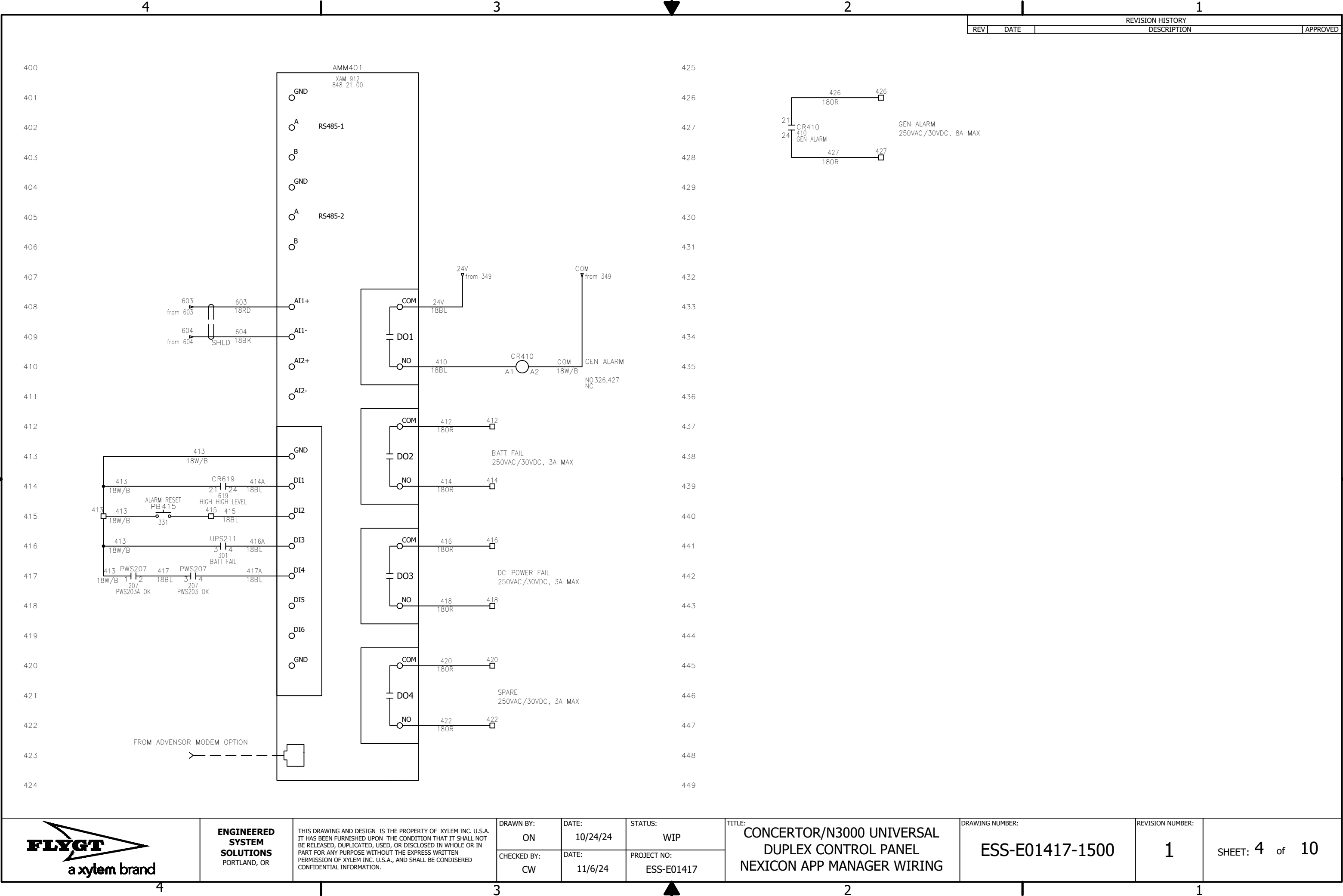
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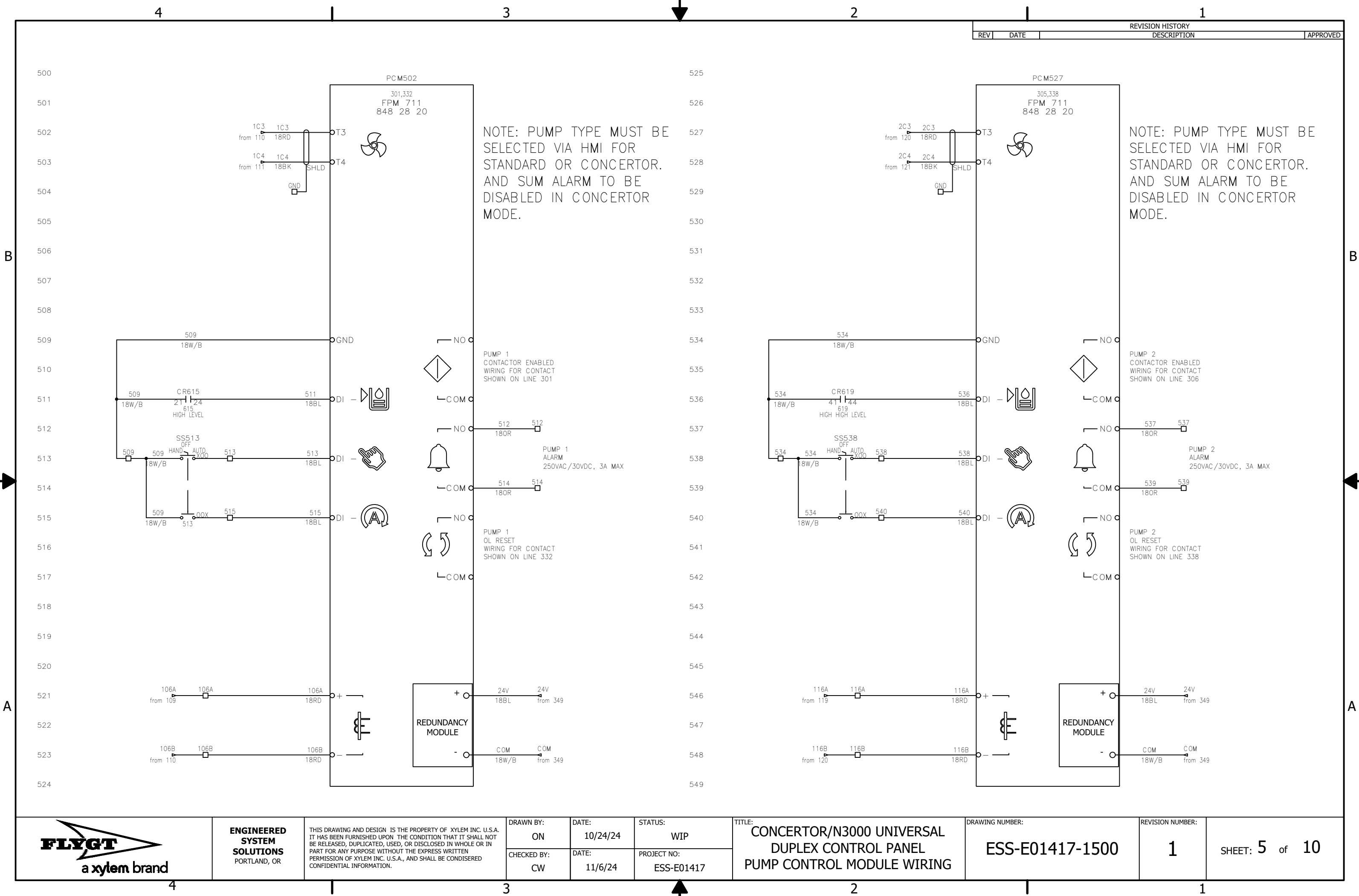
ESS-E01417-1500

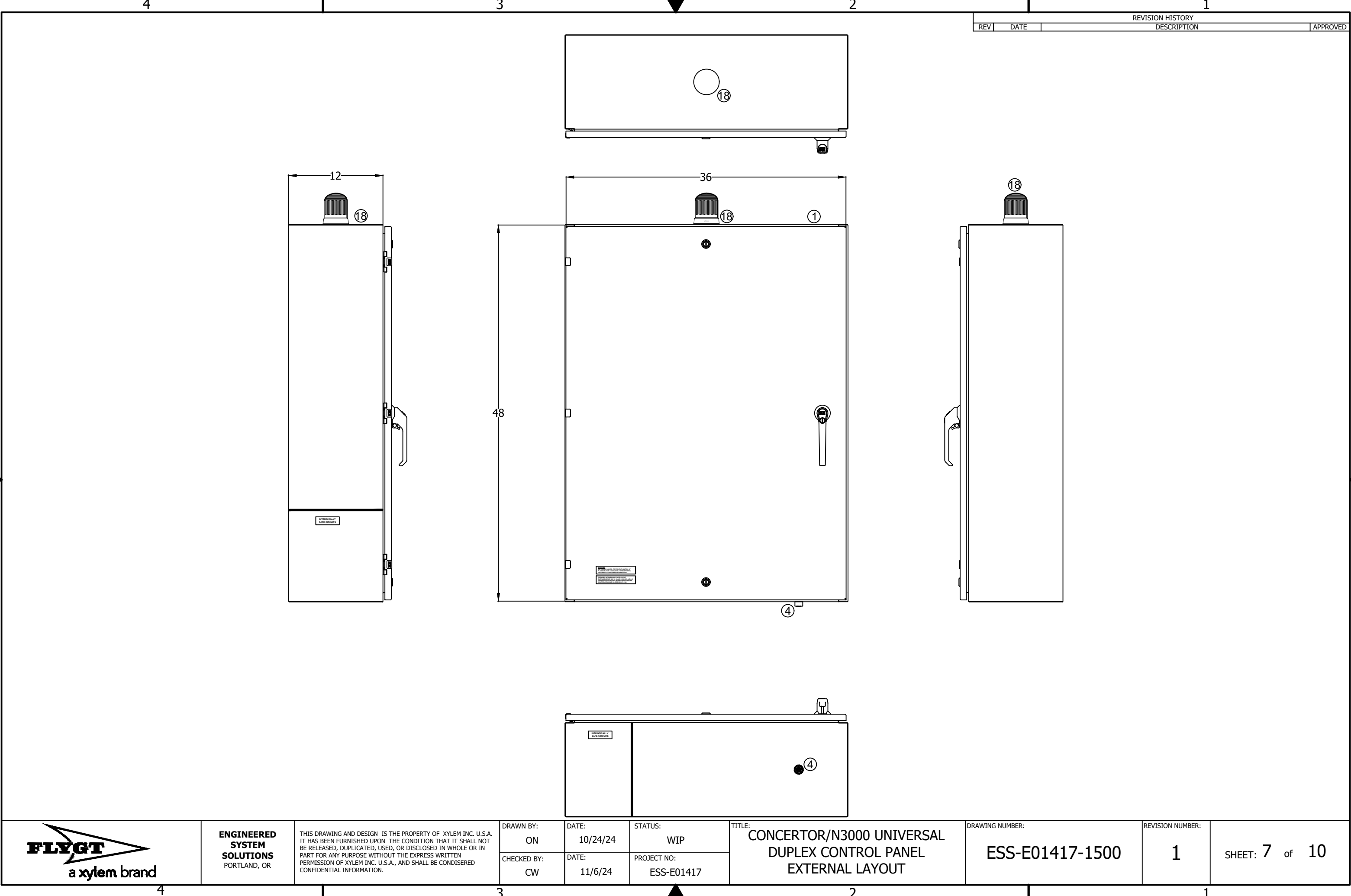
REVISION NUMBER:	1
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SHEET: **1** of **10**





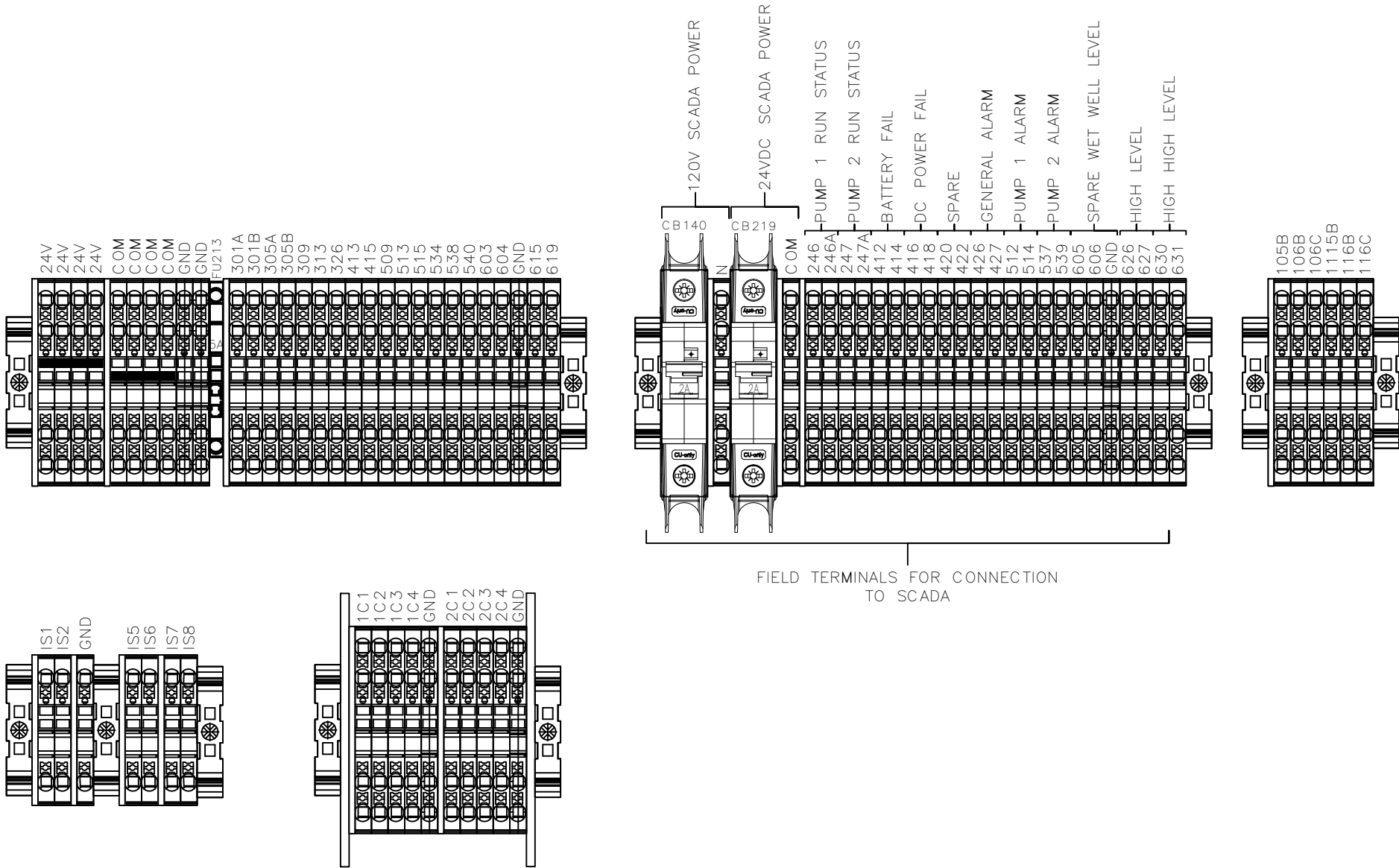
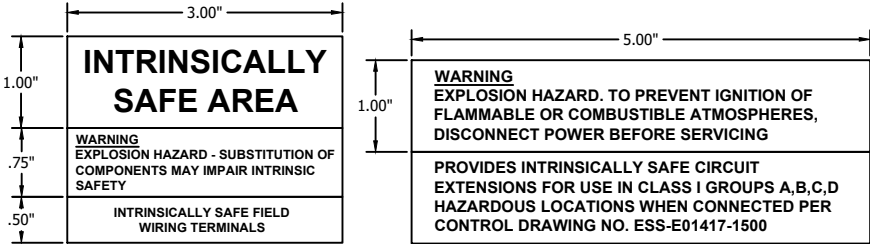
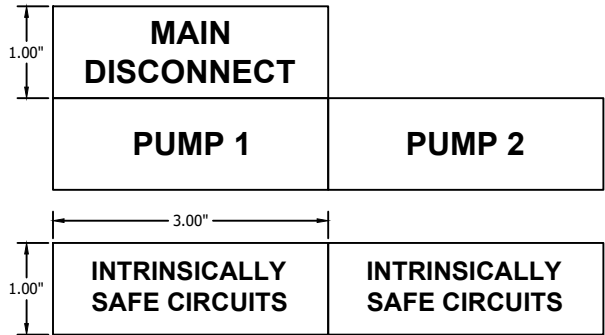
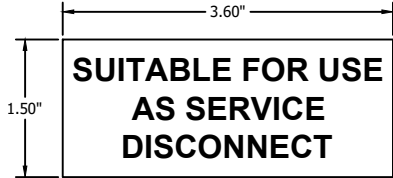
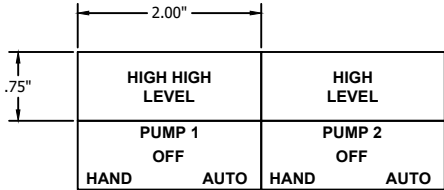




REVISION HISTORY			
REV	DATE	DESCRIPTION	APPROVED

REVISION HISTORY			
REV	DATE	DESCRIPTION	APPROVED

PLACARD MATERIAL - ACRYLIC, BLACK WITH WHITE TEXT
AFFIXED WITH DOUBLE SIDED TAPE



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DRAWN BY:	DATE:	STATUS:
ON	10/24/24	WIP
CHECKED BY:	DATE:	PROJECT NO:
CW	11/6/24	ESS-E01417

TITLE:
CONCERTOR/N3000 UNIVERSAL
DUPLEX CONTROL PANEL
PLACARDS / TERMINAL LAYOUT

DRAWING NUMBER:
ESS-E01417-1500

REVISION NUMBER:
1

SHEET: 9 of 10

4				3			2			1									
							REVISION HISTORY												
							REV	DATE	DESCRIPTION				APPROVED						
ITEM	TAG NAME	QTY	DESCRIPTION				MANFACTURER		PART NUMBER										
1	ENCLOSURE	1	48 X 36 X 12 NEMA 4X 304SS ENCLOSURE				SAGINAW		SCE-48EL3612SSLPPL										
2	BACK PANEL	1	48 X 36 BACK PANEL WHITE				SAGINAW		SCE-48P36										
3	DEADFRONT	1	DEADFRONT KIT FOR CSD 48 X 36 ENCLOSURE				SAGINAW		SCE-DF48EL36LP										
4	DRAIN	1	ENCLOSURE DRAIN, TYPE 3R/4/4X				SAGINAW		SCE-BVKD										
5	CB102	1	Eaton Power Defense MCCB, Globally Rated, Frame 2, Three Pole, 100A, 25kA/480V				EATON		PDG23F0100B2NJ										
6	CB102	3	Three-pole, (6) AWG 14-6, PD2 Global, Frame J-K, Power Defense, Multi-wire terminal, Aluminum, Frame 2				EATON		PDG2X3TA2256W										
7	CB105, CB114	2	Eaton Power Defense MCCB, Globally Rated, Frame 2, Three Pole, 60A, 25kA/480V				EATON		PDG23F0060B2NJ										
8	CB102	1	Eaton Power Defense door handle Red, Standard lockable handle and mechanism, PD2 Global, Power Defense, Frame J-K, 600 V, Power Defense, Frame 2				EATON		PDG2XHMD E										
9	CB105, CB114	2	Eaton Power Defense door handle Black, Standard lockable handle and mechanism, PD2 Global, Power Defense, Frame J-K, 600 V, Power Defense, Frame 2				EATON		PDG2XHMD S										
10	CB102, CB105, CB114	3	12 in (307 mm) handle mechanism shaft				EATON		PDG12XHMS307										
11	M301, M306	2	Eaton Space-Saving NEMA Starter, XTOE electronic overload relay, NEMA Size 2, 45 A, 120V coil, 9-45A				EATON		AN13GN0A5E045										
12	OLR330, OLR336	2	EATON Expansion Module: Remote Reset				EATON		C440-XCOM										
13	CB136, CB201, CB203, CB210	4	5A, 1P, 277VAC, 48VDC MINI BREAKER, UL489				Allen Bradley		1489-M1C050										
14	CB140, CB219	2	2A, 1P, 277VAC, 48VDC MINI BREAKER, UL489				Allen Bradley		1489-M1C020										
15	FU213	1	Fuse, Automotive, 5A				LITTELFUSE		0297005.WXNV										
16	GND TERM	1	ILSCO UL467 GROUND TERMINAL, DOUBLE TERMINALS				ILSCO		AU-0										
17	GND BAR	1	GROUND BAR				PANDUIT		UGB 2/0-414-6										
18	LT330	1	DOME LIGHT, RED, 24VDC, NEMA 4X				Edwards Signaling		125INCFR24D										
19	LT617, LT621	2	PILOT LIGHT, 30MM, NEMA 4X, RED, 24VDC, LED, PTT				SCHNEIDER		9001SKT35LRR31										
20	SS513, SS538	2	3POS SELECTOR SWITCH , NON-ILLUMINATED, MAINTAINED, TYPE: SK, SIZE: 30MM, 10A				SCHNEIDER		9001SKS43B										
21	SS513, SS538	2	30MM CONTACT BLOCK 1N/O 1N/C				SCHNEIDER		9001KA1										
22	CRxx	9	RELAY, 4PDT, 8A, LED, PTT, 24VDC COIL				SCHNEIDER		RXM4AB2BD										
23	CRxx	9	RELAY, 4P SOCKET, DIN, BOX LUG				SCHNEIDER		RXZE2M114M										
24	TERMINALS	25	SCREWLESS END STOP, 6MM WIDE				WAGO		249-116										
25	TERMINALS	6	TOPJOB®S feedthrough terminal block; rail mount; 2-conductor; 6.2 mm wide; gray				WAGO		2204-1201										
26	TERMINALS	1	TOPJOB®S ground terminal block; rail mount; 2-conductor; 6.2 mm wide; green-yellow				WAGO		2204-1207										
27	TERMINALS	4	End and intermediate plate; 1 mm thick; gray				WAGO		2004-1291										
28	TERMINALS	65	TOPJOB®S feedthrough terminal block; rail mount; 4-conductor; 6.2 mm wide; gray				WAGO		2204-1401										
29	TERMINALS	6	TOPJOB®S ground terminal block; rail mount; 4-conductor; 6.2 mm wide; green-yellow				WAGO		2204-1407										
30	TERMINALS	9	End and intermediate plate; 1 mm thick; gray				WAGO		2004-1491										
31	TERMINALS	2	Jumper; 4-way; insulated; light gray				WAGO		2004-404										
32	TERMINALS	1	2-conductor fuse terminal block; for mini-automotive blade-style fuses; push-IN; without blown fuse indication; 2.5 mm²; Push-in CAGE CLAMP®; 2,50 mm²; gray				WAGO		2202-1681										
33	T135	1	Transformer, 500VA, 200/220/440, 208/230/460, 240/480v, 23/110, 24/115, 25/120v				EATON		C0500E5EFB										
34	T135	1	PRIMARY FINGER SAFE COVERS				EATON		FSKFB										
35	T135	1	FINGER SAFE TERMINAL COVERS				EATON		FSK6										
36	PWS207	1	REDUNDANCY MODULE				Meanwell		DRDN20-24										
37	PWS201, PWS203	2	24VDC, 5A				Meanwell		NDR-120-24										
38	BAT213, BAT213A	2	BATTERY, LEAD CALCIUM, 12 VOLT, 7.20AH, RECHARGEABLE				POWER SONIC		PS1270 F1										
39	UPS211	1	UPS MODULE 20A 24V DIN				Meanwell		DUPS20										
40	HT138	1	Enclosure Heater, 115V, 125W, FLH-TF 125				Pfannenberg		17012515407										
41	ISB601	1	BARRIER, ANALOG, TWO CHANNEL, ISOLATED, 24-230VAC/DC				PR ELECTRONICS		5104B-B2B										
42	ISB612	1	BARRIER, TWO CHANNEL, ISOLATED, 24-230VAC/DC				PR ELECTRONICS		5202B4										
43	SPD128	1	SURGE PROTECT PRO, 480V, 3P				XYLEM		14-400255										
44	HMI226	1	CONCERTOR HMI 7" COLOR TOUCH SCREEN				XYLEM		8224800										
45	BACKPLANE	1	NEXICON BACKPLANE, XBP 251				XYLEM		8484200										
46	PSM232	1	NEXICON BACKPLANE SUPPLY MODULE, XBS 251				XYLEM		8484300										
47	AMM401	1	NEXICON APPLICATION MANAGER MODULE, XAM 912				XYLEM		8482100										
48	PCM502, PCM527	2	NEXICON MODULE FOR DOL FPM 711				XYLEM		8482820										
49	PCM502, PCM527	2	NEXICON POWER REDUNDANCY MODULE				XYLEM		8667700										
50	CT107, CT116	2	TRANSFORMER,CURRENT, 50:5AMP+ SQUARE FOOT MOUNT				XYLEM		14-603016										
51	END BRACKET	2	MONSTER END PLATE				MFCP		SP0022										
52	BATT BRACKET	2	BATTERY BRACKET				MFCP		SP0023										
53	FU133	6	3A CLASS CC [SHIP LOOSE x4 FOR SPARES]				Littelfuse		KLDR003										
54	CS105, CS115	2	Current Switch, Split Core, Fixed Set Point, Red/Green LED, CCS Series				DWYER		CCS-221100										
<div></div>		ENGINEERED SYSTEM SOLUTIONS PORTLAND, OR		THIS DRAWING AND DESIGN IS THE PROPERTY OF XYLEM INC. U.S.A. IT HAS BEEN FURNISHED UPON THE CONDITION THAT IT SHALL NOT BE RELEASED, DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN PERMISSION OF XYLEM INC. U.S.A., AND SHALL BE CONDISERED CONFIDENTIAL INFORMATION.		DRAWN BY: ON		DATE: 10/24/24		STATUS: WIP		TITLE: CONCERTOR/N3000 UNIVERSAL DUPLEX CONTROL PANEL BILL OF MATERIALS		DRAWING NUMBER: ESS-E01417-1500		REVISION NUMBER: 1		SHEET: 10 of 10	
						CHECKED BY: CW		DATE: 11/6/24		PROJECT NO: ESS-E01417									
4				3			2			1									

APPENDIX B – CONSTRUCTION CONTRACT

CONTRACT NO. _____

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the CITY OF GRASS VALLEY, a municipal corporation within the State of California (hereinafter "CITY"), and _____, a type in business form and state of license i.e. California Corporation, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. _____ entitled: SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT NO. 17-09, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

ARTICLE 2: CONTRACT PRICE

- 2.1. The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____ (\$ _____) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
Notice to Contractors
Executed Proposal, including the Bidder's Bond and Non-Collusion Affidavit
Construction Contract
Project Plans for this Project
Special Provisions for this Project
City of Grass Valley Improvement Standards
Executed Performance Bond
Executed Labor and Materials Bond
Labor Code Section 1861 Certification
List of Subcontractors
- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to be interpreted so that any work called for in one and not mentioned in another or vice versa is to be executed as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

- 4.1. The Commencement date for determination of the time for completion shall be the date the City

engineer directs the CONTRACTOR to proceed, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **30 working days (Working Days will be suspended while awaiting ordered materials/pumps)** after said commencement date, as adjusted and provided for in the Contract Documents.

- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, the CITY will be damaged. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY five hundred dollars (\$500.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, latest edition.

ARTICLE 5: INDEMNITY & HOLD HARMLESS

- 5.1. The CITY, and all its officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute or section 5.6 below. CONTRACTOR's duty to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the sole or gross negligence of the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.6. In compliance with and pursuant to Government Code § 4215, CITY shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by CITY in the plans and specifications made a part of the invitation for bids. CITY shall compensate CONTRACTOR for its reasonable and actual costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in

completion of the project when such delay was caused by the failure of CITY or the owner of the utility to provide for removal or relocation of such utility facilities.

ARTICLE 6: INSURANCE

- 6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the City shall be for the entire required period of insurance, including the one (1) year warranty period.

6.1.1 Any deductibles must be declared to, and approved by, the City.

- 6.2. In the event any of the required policies are canceled or expire before the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance before cancellation or expiration, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work.

6.3.b. By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity."

6.4. GENERAL LIABILITY INSURANCE:

6.4.a. Comprehensive General Liability or Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.c. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

- One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One Million dollars (\$1,000,000) for Personal Injury Liability
- Two Million dollars (\$2,000,000) for Products-Completed Operations
- Two Million dollars (\$2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

6.4.d. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:

- One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
- One Million dollars (\$1,000,000) for Personal Injury Liability
- Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
- Two Million dollars (\$2,000,000) General Aggregate

2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. CONFORMITY OF COVERAGES:

6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella

policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6.6. ADDITIONAL REQUIREMENTS:

- 6.6.a. Premium Payments: Insurers shall have no recourse against the CITY, its funding agencies, its officers and employees, or any of them for payment of any premiums or assessments under any policy.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.
- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- 6.6.e. Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- 6.6.f. Project Reference: The Comprehensive or Commercial General Certificate of Insurance must reference the project specifically by project title.

6.7. ENDORSEMENTS:

- 6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, materially reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

"Provisions Regarding the Insured's Duties: " Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing: "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no

insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

6.8. AUTOMOBILE LIABILITY INSURANCE:

- 6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.
- 6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.
- 6.8.c. Endorsements: The endorsements listed above for each Comprehensive or General Liability Policy shall also apply to the Automobile Liability Policy.
- 6.8.d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

- 7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of any terms of that proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the CITY. CITY shall retain the Performance Bond for a one-year guarantee period from the date of the CITY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless the Contract Documents specifically state elsewhere that CITY shall obtain a particular permit) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.

- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to perform this Contract.
- 9.4. CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249.5 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.
- 9.7. CONTRACTOR shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep, in accordance with Public Contract Code § 7104.
- 9.8. CONTRACTOR and CITY shall comply with the following provisions
- Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
 - Public Contract Code §§ 9204, 20104 requires the City and contractors to follow a claims resolution process for public works contract disputes
 - Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
 - Public Contract Code §§ 10263, 22300 which allow CONTRACTOR to substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract.
 - Pursuant to Labor Code § 1776 each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records enumerated here shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
 - Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - The information contained in the payroll record is true and correct.
 - The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

- CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three years after final payment under the Agreement.
- Public Contract Code § 10198.2 requires CONTRACTOR to provide an enforceable commitment that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeship occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of that Code.
- California Labor Code § 1725.5 requires CONTRACTOR be registered with the Department of Industrial Relations; possess applicable licenses in accordance with Chapter 9 of Division 3 of the Business and Professions Code; not have any delinquent liability for any assessment of back wages or related damages; not currently be debarred from public works; and be lawfully registered with no outstanding renewal fees.
- CONTRACTOR must comply with statutory requirements relating to certified copies of payroll, pursuant to California Labor Code § 1776.
- CONTRACTOR must comply with the statutory requirements relating to the employment of apprentices, including the payment of prevailing wages for required pre-employment training or testing, pursuant to California Labor Code § 1777.5, for contracts of \$30,000 or more.
- CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by the Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. The CONTRACTOR shall forfeit as a penalty to CITY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by the CONTRACTOR or by any Subcontractor of the CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of said Labor Code.
- Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relations' (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than \$15,000.

ARTICLE 10: PROGRESS SCHEDULE

- 10.1. The CONTRACTOR shall submit within 10 days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may comment on the work schedule.

Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work

- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls 10 working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

ARTICLE 11: PROMPT PAYMENT PROVISIONS

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this agreement.
- 11.2. If CITY fails to make a progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3. CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. The CITY shall return any payment request determined to be improper to CONTRACTOR as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a writing setting forth why the payment request is improper.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

- 12.1. CONTRACTOR and all subcontractors offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective when the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: PREVAILING WAGES

- 13.1. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7 of the Department of Transportation Standard Specifications and these Contract Documents.
- 13.2. Contractor acknowledges that this contract is subject to prevailing wage law, including, but not limited to, California Labor Code Sections 1773.2 and 1775 as follows:

The Contractor shall pay the prevailing wage rates for all work performed under the Contract. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Contractor or by any Subcontract under Contractor in violation of the provisions of the Labor Code. In addition,

the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

ARTICLE 14: SEVERABILITY.

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

ARTICLE 16: INTERPRETATION

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: GOVERNING LAW

- 17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Nevada, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

ARTICLE 18: BID ITEMS

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1		
2	Demolition	LS	1		
3	Bypass Connection Assembly/ Temporary Bypass	LS	1		
4	Pumping Equipment Installation and Miscellaneous Parts	LS	1		
5	Pipe and Fittings	LS	1		
6	Valve Assembly/Vault	LS	1		
7	Wet Well Modifications and Coating	LS	1		
8	Bioxide Tank Modifications	LS	1		
9	Access Cover (Valve Vault and Wet Well)	LS	1		
10	Electrical Controls and Instrumentation	LS	1		
11	Asphalt Restoration (4" Thick)	SY	105		

TOTAL COST: \$_____

Name of Contractor/Company

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

“CITY”

CITY OF GRASS VALLEY

By: _____
Hillary Hodge, Mayor

Date: _____

Award of Contract No. _____
By the City Council On:

Date: _____

APPROVED AS TO PROCEDURE

By: _____
Bjorn P. Jones, PE
City Engineer

Date: _____

APPROVED AS TO FORM

By: _____
Michael G. Colantuono
City Attorney

Date: _____

ATTEST:

By: _____
Taylor Whittingslow
City Clerk

Date: _____

“CONTRACTOR”

(Type full legal name of contractor, entity
type, state of organization here)

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Officer Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

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

Contractor's License Number: _____

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

ATTACHMENTS

1. Labor Code Section 1861 Certification
2. Labor & Materials Bond
3. Faithful Performance Bond
4. List of Subcontractors
5. Campaign Contribution Disclosure Form

CERTIFICATION
LABOR CODE SECTION 1861

STATE OF CALIFORNIA
CITY OF GRASS VALLEY

I, the undersigned, do hereby certify:

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

Executed at : _____

On: _____

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

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, CITY OF GRASS VALLEY, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to _____, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT, PROJECT NO. 17-09

AND, WHEREAS, the 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;

NOW, THEREFORE, we, the undersigned Contractor and _____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of _____ Dollars (\$_____) 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 the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

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

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120. .

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS THAT WE _____, the Contractor in the Contract hereto annexed, as principal, and _____ as Surety are held and firmly bound unto the City of Grass Valley in the sum of _____ Dollars (\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

THE CONDITION of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **SLATE CREEK LIFT STATION PUMP REPLACEMENT PROJECT, PROJECT NO. 17-09** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

***ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor's license classification and number of each Subcontractor required to be listed by Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the Contractor proposes to subcontract portions of the work. ***The California contractor license designation and number shall be included for all subcontractors doing work in excess of 0.5 percent of the total Project Contract price, or \$10,000.00, whichever is greater.***

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Item(s) #	% of Work per Bid Item	Dollar Amount of Work

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months after the City makes a final decision. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, in the past 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months after the City makes a final decision. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months after the City makes a final decision.

3. Before the City makes a decision as to a proceeding, any councilmember or commissioner who received contributions of more than \$500 in the past 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of: (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent have made a campaign contribution of more than \$500 to a councilmember or commissioner in the past 12 months, all contributions made by you or your agent in that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent who contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____