

**Attachment A**

Advertisement for Bids

## ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the City Engineer of the City of Madera for the following:

### **“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014”**

at 428 E. Yosemite Ave, Madera, CA 93638, until 2:00 pm, on **May 22, 2024** and then at said office publicly opened and read aloud.

A non-mandatory pre-bid meeting is scheduled for **May 07, 2024** at 2:00 pm at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Any prospective bidder may also attend the meeting by Zoom at

<https://cityofmadera.zoom.us/j/85177442907?pwd=IPKVWjU7q4Oyb24K3Pz7RVI4lokKhb.1>

Meeting ID: 851 7744 2907, Passcode: 174413

on the same day and time. All bidders are invited to attend in person or by Zoom.

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42” CIPP, 16,114 LF of 48” CIPP, 26 manhole frame and cover replacements, and nine grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

In accordance with the provisions of Section 3300 of the Public Contract, the general contractor for this project shall have a **Class A** California State Contractor’s License issued in accordance with the provisions of the Contractor’s State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractor(s), of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier’s check or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Plans, Specifications, and all Addenda can be downloaded from the City’s website at [www.cityofmadera.ca.gov/home/departments/engineering/cip/](http://www.cityofmadera.ca.gov/home/departments/engineering/cip/) by clicking on the link ‘City of Madera’s PlanetBids Vendor Portal’. Any printed hard copies of the plans, specifications, and all addenda shall be at the contractor’s expense. Bidders must be registered with planetbids.com in order to receive all bid documents, contract documents, and addenda.

In accordance with the provisions of Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California, securities may be substituted for non-federal monies withheld on this Project.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided by Section 1773.8 apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These wage rates are on file with the City Engineer, City of Madera, and are incorporated herein by reference.

The City Council of the City of Madera reserves the right to reject any and all bids, and to waive any and all irregularities in any bid. The City shall not assume any liability or costs incurred by Bidders should the award of contract be canceled due to lack of financing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF MADERA.

ATTEST: /s/ Alicia Gonzales\_  
City Clerk  
City of Madera

DATE: April 17, 2024

**Attachment B**

Information for Bidders

## INFORMATION FOR BIDDERS

Bids will be received at the City of Madera Engineering Department (herein called the "OWNER") located at 428 E. Yosemite Avenue, Madera, CA 93638 at 2:00 pm on **May 22, 2024**. They will be publicly opened and read aloud at this location.

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42" CIPP, 16,114 LF of 48" CIPP, 26 manhole frame and cover replacements, and nine grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

Each BID must be submitted with all documents listed on the Bidder's Checklist in a sealed envelope, addressed to the OWNER at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Each sealed envelope containing a BID must be plainly marked on the outside as bid for "CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014" and the envelope should bear on the outside, the name of the BIDDER, his address, his Contractor's license number, Registration number with Department of Industrial Relations and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING". If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638 and shall be clearly labeled as instructed for the enclosed BID.

All BIDS must be made on the required BID PROPOSAL forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID PROPOSAL forms must be fully completed and executed when submitted. Only one copy of the BID PROPOSAL form is required.

Contractor who has employees who will work on a City of Madera project is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (S.B. 1200; H.REP 99-1000). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Madera project.

A non-mandatory pre-bid meeting is scheduled for **May 07, 2024**, at 2:00 pm at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Any prospective bidder may also attend the meeting by Zoom at <https://cityofmadera.zoom.us/j/85177442907?pwd=IPKVwjU7q4Oyb24K3Pz7RVl4l0kxhb.1>  
Meeting ID: 851 7744 2907, Passcode: 174413  
on the same day and time. All bidders are invited to attend in person or by Zoom.

The ENGINEER is the City Engineer of the City of Madera and the telephone number is (559) 661-5418.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why

the Contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and the BIDDER.

Any one or more of the following causes may be considered as sufficient for disqualification of a BIDDER and rejection of his proposal or proposals:

- a. More than one proposal for the same work from an individual, partnership or corporation.
- b. Evidence of collusion among BIDDERS. Participants in such collusion will receive no recognition as BIDDERS for any future work of the OWNER until such participant shall have been reinstated as a qualified BIDDER.
- c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.
- d. For unsatisfactory performance record as shown by past work for the OWNER, judged from the standpoint of workmanship and progress.
- e. Prior commitments or obligations, which in the judgment of the OWNER might hinder or prevent the prompt completion of the work.
- f. Failure to pay or satisfactorily settle all payments due for labor or materials on former contracts in force with the City of Madera at the time of letting the BID.
- g. Failure to comply with any qualifications regulation of the OWNER.
- h. Omission of proposal guaranty.

A BIDDER who claims a mistake in his BID must follow the procedures in Public Contract Code Division 2, Part 1, Chapter 5, et seq. in seeking relief of his BID.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the DRAWINGS and SPECIFICATIONS including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any person shall not affect the risks, or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a Bid Bond payable to the OWNER for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate bonding company licensed to transact such business in the State of California, with a current A.M. Best's rating of not less than A: VII, will be required for the faithful performance of the Contract, or as approved by the City Attorney. The Payment Bond and Performance Bond must be issued by an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

Attorneys-in-Fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement, obtain the Performance Bond and Payment Bond, and provide proof of carriage of insurance on the specified format within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The party to whom the Contract is awarded will be required to meet the insurance requirements as specified in the Contract Documents and provide proof of carriage of insurance on the specified format prior to execution of the Agreement.

The OWNER, within fifteen (15) days of receipt of acceptable Insurance Forms, Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall not relieve any BIDDER from any obligation with respect to his BID.

Pursuant to the provisions of the Public Contract Code of the State of California, each BIDDER shall set forth in his proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the WORK in an amount in excess of 1/2 of 1% of the CONTRACTOR'S total BID, or, in the case of BIDS or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime CONTRACTOR'S total BID or ten thousand dollars (\$10,000), whichever is greater, and the portion of the WORK which will be done by each subcontractor.

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. The CONTRACT will not be awarded to anyone on the debarred list of Contractors.

Bids will be compared on the basis of the TOTAL BID. Award will be made to the lowest responsible BIDDER.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rule and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Prior to beginning any work, the CONTRACTOR shall secure a City of Madera Business License at his own cost and expense.

Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

The Contractor shall forfeit to the City as a penalty \$50.00 per day for each workman paid less than the rate set forth in the wage determination of the Director of Industrial Relations. The Contractor shall keep an accurate record of all personnel employed under the various classifications listing the name, classification, and hourly rate of such personnel, which record shall be made available for inspection by the owner.

At the time of award, and in accordance with the provisions of Section 3300 of the Public Contract Code, the general contractor for this project shall have a **Class A** California State Contractor's License issued in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

No bid submitted will be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State. The Contract will not be awarded unless the CONTRACTOR has a valid license in the appropriate classification for the work performed. Failure of the bidder to obtain the required licensing for an award of Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

**Department of Industrial Relations Annual Registration:**

- a. Pursuant to Labor Code Sections 1772 and 1771(b), all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
- b. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
- d. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).



- e. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
- f. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
- g. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a)(2) - the Contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
- h. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid. See Appendix D

Pursuant to 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 at [www.dir.ca.gov/DLSE/Debar.html](http://www.dir.ca.gov/DLSE/Debar.html)

#### **Questions and Requests for Information/Clarification**

No verbal requests or requests made in any other format will be accepted. Any questions about the RFP must be submitted electronically and individually (not in a paragraph format nor combined in a single submission) through the City's electronic bid management system (PlanetBids) at <https://pbsystem.planetbids.com/portal/54016/portal-home> under the "Q&A" tab.". All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting through the City's electronic bid management system (PlanetBids) at <https://pbsystem.planetbids.com/portal/54016/portal-home> under the "Addenda/Emails" or the "Q&A"tab."

**Attachment C**

Bid Proposal

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BID PROPOSAL  
BIDDER'S CHECKLIST**

**"CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014"**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- 1. **BID PROPOSAL (Including Bidder's Checklist and Bid Proposal Form)**
- 2. **BID SCHEDULE**
- 3. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
- 4. **BID DEPOSIT** attached to front of Proposal in the form of:
  - Certified Check      Bidder's Bond
  - Cashier's Check      Irrevocable Letter of Credit
  - Certificate of Deposit
- 5. **CERTIFICATION** (Comptroller General's List)
- 6. **NONCOLLUSION AFFIDAVIT**
- 7. **PUBLIC CONTRACT CODE**
- 8. **DEBARMENT AND SUSPENSION CERTIFICATION**
- 9. **EQUAL OPPORTUNITY CERTIFICATION**
- 10. **ADDENDA** – Signature page of all Addenda issued

**If one of the three lowest bidders, submit no later than 4:00 p.m. on the 3rd business day after bid opening:**

- 11. **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal, to be submitted within three working days from the date of the bid opening.
- 12. **QUALIFICATIONS STATEMENT**

SUBMITTED BY:

Name of Company \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Documents required on the checklist but not included in the bid package may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BID PROPOSAL FORM**

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

Proposal of \_\_\_\_\_ (hereinafter called “BIDDER”), organized and existing under the laws of the State of \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called “OWNER”):

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for **“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014”** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT **one hundred and fifty (150) Calendar Days**.

BIDDER further agrees to pay as liquidated damages, the sum of **\$2,500** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2024  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2024  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2024

The undersigned, as BIDDER, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

**Attachment D**

Bid Bond

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BID BOND**

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly  
and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2024. The condition of the above obligation is such  
that whereas the Principal has submitted to \_\_\_\_\_ a certain bid, attached  
hereto and hereby made a part hereof to enter into a contract in writing, for the

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.) By \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Seal and Notarial Acknowledge of Surety)

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**CERTIFICATION**

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

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

**Attachment E**

Agreement



**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Madera, hereinafter called "**OWNER**", and \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014**"
  
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
  
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ \_\_\_\_\_, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
  
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
  
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) Payment Bond
  - (G) Performance Bond
  - (H) Insurance Requirements for Contractors
  - (I) Section 1, General Conditions
  - (J) Section 2, Special Conditions
  - (K) Section 3, City of Madera Standard Specifications and Drawings
  - (L) Section 4, Bid Items
  - (M) Section 5, Technical Specifications
  - (N) State Standard Plans and Specifications
  - (O) Plans and Specification prepared or issued by City of Madera entitled "**CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION**" dated **April, 2024**

Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_  
Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_  
Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Two Thousand and Five Hundred Dollars (\$2,500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

#### 8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

##### A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
3. Payment of an amount that is disputed by the Owner.

##### B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those

mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and

standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

**CONTRACTOR** agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **[Name of Successful Bidder]** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **[Name of Successful Bidder]**;
2. A failure by **[Name of Successful Bidder]** to comply with any material term of this Agreement;



3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to City.

In no event shall any payment by City or acceptance by **[Name of Successful Bidder]** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **[Name of Successful Bidder]** the repayment to City of any funds disbursed to **[Name of Successful Bidder]** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department  
428 E. Yosemite Avenue  
Madera, Ca 93638

To the Contractor **[Name of Successful Bidder]**

Notices. All notices and communications from the **[Name of Successful Bidder]** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **[Name of Successful Bidder]** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **[Name of Successful Bidder]** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a “default” of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City’s officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City’s employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **[Name of Successful Bidder]** in connection to the Project and correctly sets forth the obligations of the City and **[Name of Successful Bidder]** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **[Name of Successful Bidder]** nor City will assign its interest in this Agreement without the written consent of the other.

30. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Santos Garcia, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

**Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California Notary acknowledgement required to be attached.

State of California

County of \_\_\_\_\_

} ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date* *Here Insert Name and Title of the Officer*

Personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Place Notary Seal/Stamp Above*

\_\_\_\_\_  
*Signature of Notary Public*

**Attachment F**

Payment Bond

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

\_\_\_\_\_  
City of Madera  
(Name of Owner)

\_\_\_\_\_  
428 E. Yosemite, , Madera CA 93638  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves,  
successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14,  
Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the  
California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the  
Owner, dated the \_\_\_ day of \_\_\_, 2024 a copy of which is hereto attached and made a part hereof for the construction  
of:

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material  
men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land  
surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor  
upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed  
in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract,  
and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the  
Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts  
required to be deducted, withheld and paid over the Employment Development Department from the wages of  
employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code,  
with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force  
and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the  
California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this  
bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

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 of accompanying the same shall in any way 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Surety)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

**Attachment G**

Performance Bond



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

\_\_\_\_\_  
City of Madera  
(Name of Owner)

\_\_\_\_\_  
205 West 4<sup>th</sup> Street, Madera CA 93638  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

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 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 such 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 final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day \_\_\_\_\_ 2024.

ATTEST: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_(s) \_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
(Witness as to Principal) (Address)

ATTEST:  
\_\_\_\_\_  
(Surety) Secretary (Surety)

(SEAL)  
\_\_\_\_\_  
Witness as to Surety BY: \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

## **Attachment H**

Insurance Requirements for Contractors

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### Minimum Scope and Limits of Insurance

- Contractor shall maintain limits no less than: \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

### Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers,

or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

#### Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

#### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and hold harmless, City of Madera, And its officers, officials, employees and agents of the above from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

## **Attachment I**

### Section 1, General Conditions

## SECTION 1

### GENERAL CONDITIONS

1-1 DEFINITIONS - Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

AASHTO - American Association of State Highway and Transportation Officials, current designation as of the Bid date unless otherwise indicated.

ACCEPTANCE - Project approved by Resolution or Minute Order of City Council of Madera.

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

ANSI - American National Standards Institute, current designation as of the Bid date unless otherwise.

ASME - American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

ASTM - American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA - American Water Works Association, current designation as of the Bid date unless otherwise specified.

BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

BIDDER - Any person, firm or corporation submitting a BID for the WORK.

BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

BUSINESS LICENSE - A City of Madera Business License required for payment of the business tax based on gross receipts.

CALENDAR DAY - Each and every day of the year, including weekends and holidays.

CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized; or the purposes for which it is intended.



CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, BID, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, Special Conditions, SPECIFICATIONS, DRAWINGS AND ADDENDA.

CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

DRAWINGS - The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY ENGINEER.

ENGINEER - The City Engineer of the City of Madera, California or the Engineer of Record for the project.

FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

IEEE - Institute of Electrical and Electronics Engineers, current designation as of the Bid date unless otherwise indicated.

NEC - National Electric Code, current designation as of the Bid date, unless otherwise indicated.

NEMA - National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER - The City of Madera, for whom the WORK is to be performed.

PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

SJVAPCD - San Joaquin Valley Air Pollution Control District

SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

STATE STANDARD SPECIFICATIONS - State of California, Department of Transportation Standard Specifications, May 2018 Edition. Metric units shall be converted to English unit equivalents where applicable.

CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS - FHWA's MUTCD 2014 Edition, as approved for use in California.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

SWPPP - Storm Water Pollution Prevention Plan on file with the City Engineer.

UNI - Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

- 1-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS - The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

- 1-3 SCHEDULES, REPORTS AND RECORDS - The CONTRACTOR shall submit to the OWNER such schedules, reports, records and other data as the OWNER may request concerning WORK performed or to be performed. Prior to the first partial payment estimate, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK. The CONTRACTOR shall not be entitled to any payment until he has submitted the schedule, reports and records required under this Section. The CONTRACTOR shall revise or update the schedule whenever requested to do so by the ENGINEER.

1-4 DRAWINGS AND SPECIFICATIONS - The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS. Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

The OWNER will furnish to the CONTRACTOR one electronic copy of DRAWINGS AND SPECIFICATIONS necessary for the execution of the WORK. The CONTRACTOR shall keep one hard copy of all current DRAWINGS AND SPECIFICATIONS on the job site, in good order, available to the ENGINEER and his representatives.

ALL DRAWINGS, SPECIFICATIONS, and copies thereof furnished by the OWNER are the property of the ENGINEER. They are not to be used on other work, and, with the exception of the signed Contract set, are to be returned to the ENGINEER on request, at the completion of the WORK.

1-5 PRECEDENCE OF CONTRACT DOCUMENTS - The order of precedence of documents shall be:

1. Rules and Regulations of State Agencies relating to the source of funds for a project.
2. Permits from other agencies as may be required by law.
3. Supplemental Agreements, Change Orders, or Contract, the one dated later having precedence over another dated earlier.
4. Special Conditions.
5. General Conditions.
6. Technical Specifications.
7. Plans.
8. Standard specifications.
9. Standard Plans.

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portions of the contract, it shall be resolved by application of the order of precedence.

1-6 SHOP DRAWINGS - The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. For each item where a SHOP DRAWING is required, the CONTRACTOR shall submit a minimum of six (6) prints. The ENGINEER shall promptly review all SHOP DRAWINGS and retain three sets after his review. All additional copies shall be returned to the CONTRACTOR. If the CONTRACTOR requires more than three prints returned, he shall accordingly increase the number of prints submitted to the ENGINEER. The ENGINEER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from

the CONTRACT DOCUMENTS. The review of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

- 1-7 MATERIALS, SERVICES AND FACILITIES - It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and reviewed by the ENGINEER.

Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

- 1-8 INSPECTION AND TESTING - All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. No work requiring material testing or material inspection shall be performed on Saturdays, Sundays, or City-designated holidays.

All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR. The cost of each subsequent retest shall be paid for by the CONTRACTOR if the first tests fail to meet the required relative compaction or specified strength. Additional materials testing shall be performed by the OWNER at the CONTRACTOR'S expense as described in the various sections of the Technical Specifications.

The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any WORK to be inspected, tested, approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will furnish the ENGINEER the required certificates of inspection, testing or approval.

Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of the OWNER and appropriate Federal or State agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER be uncovered for his observation and replaced at the CONTRACTOR'S expense.

If any WORK has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

- 1-9 SUBSTITUTIONS - Wherever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.
- 1-10 PATENTS - The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.
- 1-11 SURVEYS, PERMITS AND REGULATIONS - Control staking by the ENGINEER is limited to providing a reference line and temporary or permanent bench marks for the CONTRACTOR'S use in staking the project to conform to the plans. Center line monuments will be referenced by the ENGINEER to facilitate replacement after the job is completed. Where possible, center line monuments and all

other survey monuments in or adjacent to the project shall be preserved. The cost of replacement of monuments, which in the opinion of the ENGINEER need not have been destroyed, shall be deducted from the moneys due or to become due the Contractor for this project. Supplementary construction staking information to be provided by the ENGINEER shall consist of electronic drawing files in the AUTOCAD format currently in use by the Design Engineer.

When monuments exist that control the location of boundaries, roads, streets, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets or other rights-of-way are improved or reconstructed and a corner record or record of survey of the references shall be filed with the County Surveyor. They shall be reset in the surface of the new construction in the manner shown on the DRAWINGS to perpetuate their location and a corner record or record of survey shall be filed with the County Surveyor prior to the recording of a Certificate of Completion for the project. It shall be the responsibility of the CONTRACTOR to provide for the monumentation required by this section.

All construction staking shall be the responsibility of the CONTRACTOR. Construction staking costs shall be included in the unit price of the various items of work and no additional monies shall be paid.

Reference lines and marks set by the ENGINEER shall be carefully preserved by the CONTRACTOR. In case such references or markings are destroyed or damaged by reason of the CONTRACTOR's operations, the cost of restoring them will be deducted from any moneys due or to become due the CONTRACTOR. Unless otherwise shown, all measurements and elevations on the plans are in feet and decimals of a foot.

The CONTRACTOR shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the WORK to avoid errors in construction. The CONTRACTOR shall be responsible for proper dimensions and fittings of all items of WORK being performed by him. Should any discrepancy be found in lines, dimensions, or elevations, they shall be reported to the ENGINEER immediately.

The CONTRACTOR shall protect all existing property and survey monuments, including survey control monuments for this WORK. Where it is necessary to disturb existing property, survey or control monuments in order to permit the prosecution of the WORK within the permanent and construction right-of-way, such monuments shall be reset by the CONTRACTOR. Such monuments shall not be disturbed during the prosecution of the WORK unless the CONTRACTOR has given the OWNER a minimum of 72 hours notice of the CONTRACTOR'S intent to disturb such monuments during the prosecution of his WORK.

- 1-12 LICENSE(S) & PERMITS - The CONTRACTOR shall have a City Business License prior to the beginning of WORK. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 1-14, CHANGES IN THE WORK.

- 1-13 PROTECTION OF WORK, PROPERTY AND PERSONS - The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

- 1-14 SUPERVISION BY CONTRACTOR - The CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
- 1-15 CHANGES IN THE WORK - The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER may also, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

1-16 CHANGES IN CONTRACT PRICE - The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (A) Unit prices previously approved.
- (B) An agreed lump sum.
- (C) If a lump sum or unit price cannot be mutually agreed upon, the CONTRACTOR shall be entitled to the sum of the following costs of doing the extra work:

(1) Direct Labor Costs. Charges for cost of all the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the ENGINEER and evidence of such daily approval shall be submitted with the billing.

Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the ENGINEER.

(2) Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of \$500.00 or less. Equipment time charges must be subject to the daily approval of the ENGINEER and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the ENGINEER and the CONTRACTOR prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

(3) Material Costs. Charges for the cost of materials furnished by the CONTRACTOR shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the ENGINEER. Charges must be net cost to the CONTRACTOR delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the ENGINEER.

(4) Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs and Material Costs, as defined above, and 5% for work by Subcontractors.

Any extra work performed hereunder shall be subject to all of the provisions of the CONTRACT and the CONTRACTOR'S sureties shall be bound with reference thereto as under the CONTRACT.

1-17 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK



embraced shall be commenced on a date specified in the NOTICE TO PROCEED and be fully completed in **one hundred and fifty (150) calendar days**.

Time is of the essence in this agreement. The CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK, or specific portions of the WORK, described herein in a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the OWNER will suffer if the CONTRACTOR fails to complete the WORK within the CONTRACT TIME and for said reason, if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. The time for completion of the WORK shall be extended, and the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

- A. To any preference, priority or allocation order duly issued by the OWNER.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the ENGINEER, make prosecution of the WORK unreasonably difficult.
- C. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above paragraphs.

1-18 CORRECTION OF WORK - The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

1-19 SUSPENSION OF WORK, TERMINATION AND DELAY - The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than **one hundred and fifty (150) days**, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any such suspension.

If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, material or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the materials, equipment, tools, constructing equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than **one hundred and fifty (150)** days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after the (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the Contract and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or, if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

1-20 PROGRESS ESTIMATE - On or about the last day of the calendar month, the CONTRACTOR will, except as hereinafter provided, make in writing and certify to the ENGINEER an estimate of the amount and

value of the work completed by the CONTRACTOR up to that time in the performance of the Contract. In case of work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the Contract, the CONTRACTOR may use a breakdown of the lump sum price, provided that such breakdown is submitted within 15 calendar days after the execution of the Contract Agreement in a form acceptable to the ENGINEER. No payment will be made to the CONTRACTOR until such schedule has been submitted to and reviewed by the ENGINEER. To the figure thus arrived at shall be added any amounts due the CONTRACTOR for extra work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the OWNER from the CONTRACTOR for supplies or materials furnished or services rendered and any other amounts that may be due the OWNER under the terms of the Contract. In preparing estimates for partial payments, consideration shall be given to delivery on the site of pipe, valves, fittings and miscellaneous metal which will become a part of the finished construction work and for which payment in full has been made by the CONTRACTOR, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the ENGINEER, the CONTRACTOR is not diligently and efficiently endeavoring to comply with the intent of the Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. Progress estimates shall be made in the form of itemized invoices in triplicate and shall be submitted together with the data set forth below:

A recapitulation showing balance due current month as follows:

Total Contract Price	_____
Extra Work Ordered	_____
Total Contract Price w/ CCO's	_____
Gross Earnings to Date (Including extra work ordered)	_____
Less 10% of gross Earnings to Date	_____
Net Earnings to Date	_____
Less Previous Claims	_____
Balance Due this Claim	_____

1-21 **PROGRESS PAYMENTS** - The OWNER will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the OWNER will pay to the **CONTRACTOR 95% (5% retention)** of the amount earned by the CONTRACTOR during the preceding month at the rate of

prices set forth in the Contract, based on the estimate of the CONTRACTOR as reviewed and approved by the ENGINEER. At the request and expense of the CONTRACTOR 100% of the amount earned, which is funded by non-federal moneys, will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the OWNER or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, CONTRACTOR agrees to execute any and all necessary documents including an escrow agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. If the OWNER fails to make payment by the date specified above, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is received by the CONTRACTOR.

The retention will be held by the OWNER or the securities will be held by the OWNER or escrow agent until thirty five (35) days following filing of the Notice of Completion.

1-22 FINAL ESTIMATE - Upon completion of the contract and final inspection and acceptance by the ENGINEER, the ENGINEER shall prepare a final estimate of quantities and the value of such work and the OWNER shall pay to the CONTRACTOR the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the CONTRACT. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

1-23 ACCEPTANCE & FINAL PAYMENT - Upon receipt of the WRITTEN NOTICE from the CONTRACTOR that the WORK is ready for final inspection and acceptance, the ENGINEER will promptly make such inspection, and when he finds the WORK acceptable under the CONTRACT, and the CONTRACT fully performed, he will promptly issue a final certificate, over his own signature, stating that the WORK required by this Contract has been completed and recommending acceptance of the Work by the OWNER. The OWNER, after acceptance of the work by City Council, then shall issue a formal Notice of Acceptance, and the entire balance found to be due shall be paid to the CONTRACTOR by the OWNER thirty five (35) days from the date of recording by the OWNER of the Notice of Acceptance of all WORK covered by this Contract.

Before issuance of the Notice of Acceptance, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, materials bills, and other indebtedness connected with the WORK have been paid, or if not paid, then the CONTRACTOR shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER except the following:

- A. those arising from unsettled liens;
- B. those arising from faulty work appearing within twelve (12) months after the date of filing of the Notice of Acceptance;
- C. those arising from failure to meet the requirements of the SPECIFICATIONS; or,
- D. those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the CONTRACTOR except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

- 1-24 QUANTITIES & UNIT PRICES - The quantities noted in the schedule are approximations for comparing BIDS, and no claim shall be made against the OWNER for excess or deficiency therein. Payment at the unit or lump sum prices set forth in the schedule will constitute payment in full for the completed WORK and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of WORK performed will be computed for payment by the ENGINEER on the basis of measurements taken by the ENGINEER, and these measurements shall be final and binding.

- 1-25 PROOF OF CARRIAGE OF INSURANCE - CONTRACTOR shall furnish such insurance coverage as indicated in the section "INSURANCE REQUIREMENTS FOR CONTRACTORS".
- A. "General Liability Special Endorsement"
  - B. "Automobile Liability Special Endorsement"
  - C. "Workers' Compensation/Employees Liability Special Endorsement"
  - D. "Certificate of Insurance"

All of the above to be submitted prior to execution of this agreement.

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best's rating of no less than A:VII. Liability insurance shall be written on an "occurrence" basis.

CONTRACTOR shall furnish OWNER, through the ENGINEER, concurrently with the execution thereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give OWNER at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

- 1-26 CONTRACT SECURITY - The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of California. The bonding company shall be an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. The expense of these bonds shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid

by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER.

- 1-27 ASSIGNMENTS - Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent to the other party.
- 1-28 INDEMNIFICATION - The CONTRACTOR will indemnify and hold harmless the OWNER and their officers, agents, employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, or any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or review of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, design or SPECIFICATIONS.
- 1-29 SEPARATE CONTRACTS - The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depend upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 1-14 and 1-15.

- 1-30 SUBCONTRACTING - The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS. The CONTRACTOR shall perform not less **than thirty percent (30%)** of the original Contract Bid Price with his/her own forces.

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS

in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Contract shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

- 1-31 ENGINEER'S AUTHORITY - The ENGINEER shall act as the OWNER'S representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly responsible to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 1-32 LAND AND RIGHTS-OF-WAY - Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired. The CONTRACTOR shall provide, at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

- 1-33 GUARANTY - Unless stipulated otherwise in the SPECIFICATIONS, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion of the system that the completed system is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

- 1-34 TAXES - The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

- 1-35 CONTRACTOR'S UNDERSTANDING - It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and extent of the WORK, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the WORK, the general and local conditions, and all other matters which can in any way affect the WORK under this Contract. No verbal agreement or

conversation with any officer, agent or employee of the OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- 1-36 ACCIDENTS - The CONTRACTOR shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the WORK. The CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with the performance of the WORK, whether on or adjacent to the site which causes death, personal injury, or property damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. If any claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.
- 1-37 SAFETY AND SANITATION - The CONTRACTOR shall provide adequate safety and sanitation facilities according to State Laws and local ordinances.
- 1-38 CLIMATIC CONDITIONS - The ENGINEER may order the CONTRACTOR to suspend any WORK that may be subject to damage by climatic conditions. The CONTRACTOR may suspend WORK if climatic conditions are such that the CONTRACTOR is unable to work. In such case, the CONTRACTOR, within seven (7) days, shall request in writing a CHANGE ORDER to extend the CONTRACT TIME.
- 1-39 OFFICIALS NOT TO BENEFIT - No official of the OWNER shall receive any benefit that may arise by reason of this Contract.
- 1-40 CLEAN-UP - During the progress of the WORK, the CONTRACTOR shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the WORK, the CONTRACTOR shall remove from the vicinity of the WORK all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the OWNER after ten (10) calendar days notice to the CONTRACTOR at the expense of the CONTRACTOR, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the CONTRACTOR shall dress up and grade the right of way to match existing ground surfaces, and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the ENGINEER.

No direct payment will be made to the CONTRACTOR for any clean-up work, but all compensation therefore shall be included in the prices BID in the schedule for the various items of work.

- 1-41 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract: This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.



- 1-42 CONSTRUCTION RECORD DRAWINGS - The CONTRACTOR shall maintain a neatly marked set of record drawings showing the final locations and layout of all piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, in full accordance with and showing all field instructions, change orders and construction adjustments. Drawings shall indicate location of subgrade structures left in place.

Drawings shall be always subject to the inspection of the ENGINEER and progress payments may be withheld if drawings are not current. At the final inspection the CONTRACTOR shall submit to the inspector, for review and comment by the ENGINEER, one (1) set of marked record drawings. Drawings shall be stamped "AS BUILT", dated, and signed by the CONTRACTOR. The work will not be formally accepted until the drawings are accepted by the ENGINEER.

- 1-43 STATE LABOR STANDARDS PROVISIONS - State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All CONTRACTORS and SUBCONTRACTORS are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the CONTRACTOR or SUBCONTRACTOR shall forfeit, as a penalty, twenty-five (\$25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, notwithstanding the provision of Sections 1810-1814, employees of CONTRACTORS who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

- 1-44 PAYROLL RECORDS - Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the WORK. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776. Certified payrolls shall be submitted to OWNER weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

- 1-45 OVERTIME INSPECTION FEES - The CONTRACTOR shall pay CITY for all overtime inspection in accordance with existing resolutions or fee schedule of the CITY unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and CITY-designated holidays, and hours worked by the inspector other than those of the normal CITY working day.

- 1-46 CLAIMS FOR ADDITIONAL TIME - Extension of time, when granted, will be based upon the effect of delays to the WORK as a whole and will not be granted for non-controlling delays to minor included portions of the WORK unless it can be shown that such delays did, in fact, delay the progress of the WORK as a whole. The CONTRACTOR shall not be entitled to damages or additional payment due to these delays except when CITY is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. No compensation for WORK delays prior to the original Contract duration shall be paid.

If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of WORK, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required "Extra Work", action or inaction by the CITY, or other specific reasons as may be further described in the Specifications may constitute such a delay.

If the CONTRACTOR is delayed by the failure of the CITY to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the WORK, after written request therefore, the CONTRACTOR shall be entitled to an extension of time as provided herein.

- 1-47 RECYCLING - The City of Madera encourages all CONTRACTORS, SUBCONTRACTORS, vendors and suppliers to recycle in accordance with current industry best practices and as required by the State of California recycling of construction materials.

All asphalt concrete to be removed shall be removed by grinding and the grindings shall become City-Owned Material and shall be hauled to the **Talley Sand & Gravel at 12483 Road 29, Madera, California, and dispose of at that location as specified by the Engineer.**

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll-off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.

The city will provide the proper documentation form: however, other forms of documentation can be used as long as it is deemed by city staff to be acceptable and complete. See Appendix B and Appendix D for debris management report.

- 1-48 COLLECTION, TRANSPORT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS - The City of Madera requires all Contractors, Subcontractors, vendors and suppliers to utilize Mid Valley Disposal for collection, transportation, and reporting of all construction and demolition debris. See Appendix B and Appendix D.

**Attachment J**

Section 2, Special Conditions

## SECTION 2

### SPECIAL CONDITIONS

2-1 REQUIREMENTS - It is required that there be constructed and completed in accordance with the  
**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

2.2 DESCRIPTION OF THE WORK - The principal components of the WORK to be performed under these CONTRACT DOCUMENTS included but are not limited to the following:

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42” CIPP, 16,114 LF of 48” CIPP, 26 manhole frame and cover replacements, three (3) manhole coatings, and nine (9) grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

2-3 LABOR - If any SUBCONTRACTOR or person employed by the CONTRACTOR shall appear to the ENGINEER to be incompetent or to act in a disorderly or improper manner, they shall be removed immediately on the request of the ENGINEER, and that person shall not again be employed on the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

The work shall at all times be executed under safe working conditions, and the conditions of work shall be subject to inspection and correction by the ENGINEER or safety inspectors of the OWNER.

2-4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK - The CONTRACTOR shall commence WORK and shall complete all of the WORK in accordance with the schedule and within the time stated in the BID. The capacity of the CONTRACTOR's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the ENGINEER and shall be such as to ensure the completion of the WORK in accordance with the required schedule and within the time specified.

2-5 SCHEDULE OF WORK - The CONTRACTOR shall submit a schedule of work for the improvements for review at the pre-construction meeting. This schedule shall indicate the date the CONTRACTOR will obtain any and all permits from outside agencies, including a permit from the Division of Industrial Safety for any excavation five (5) feet or more in depth. This schedule shall show all items of work and expected construction times for each item. Special Attention is noted in which the water tower can only be taken out of service for interior sandblasting / recoating starting December 1, 2023 till February 29, 2024. All other work items can be scheduled around this time frame. The tank shall be placed back in service by March 1, 2024. This schedule shall be revised every two (2) weeks as required and submitted to the ENGINEER. The ENGINEER may withhold progress payments for failure of the CONTRACTOR to submit a schedule of work.

2-6 SEQUENCE OF WORK - The CONTRACTOR shall schedule work with the utmost diligence and execute the work expeditiously so as to minimize public inconvenience or down time.

2-7 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY - The existence and location of public and private utilities indicated on the DRAWINGS are not guaranteed and any additional utilities and facilities not shown on the DRAWINGS shall be investigated and protected by the CONTRACTOR. The CONTRACTOR shall be held responsible for damage to and for maintenance and protection of existing pipelines, irrigation facilities, public utilities, driveways, alleys, sidewalks, curbs and gutters, and existing fences.

Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The CONTRACTOR shall adequately protect all adjoining property and structures from damage, whether within or without of the OWNER-furnished rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from WORK done under this Contract. Unless otherwise provided, the CONTRACTOR shall repair or replace all existing improvements (e. g. curbs, sidewalks, driveways, fence, signs, utilities, street surfaces, structures, sprinkler, etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension, whether within the right-of-way or on private property. All repairs and replacements for items on private properties shall be made within seven (7) calendar days.

All costs to the CONTRACTOR for protecting, removing and restoring existing improvements shall be included in the various bid items and no separate payment will be made therefore.

It shall be the CONTRACTOR's responsibility to notify the Underground Service Alert (USA) Organization for utility undergrounding permits per Section 4216 of the Government Code. The CONTRACTOR shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The USA North's - Underground Service Alert phone number is 811/1-800-227-2600.

The CONTRACTOR shall use extreme care during construction to prevent damage from dust to adjacent property. The CONTRACTOR shall sprinkle the areas where the passage or operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the ENGINEER. The CONTRACTOR shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the CONTRACTOR'S operations.

The CONTRACTOR shall be responsible for all damage or injury which may result to property, outside of the construction right-of-way or within the right-of-way where so noted, from the CONTRACTOR'S operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said CONTRACTOR or any of his subcontractors or employees.

2-8 PROJECT SITE MAINTENANCE - Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the work site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

CONTRACTOR shall maintain site in accordance with the City of Madera NPDES Permit for their storm drainage system. Copy of said permit is available at the office of the City of Madera ENGINEER.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup, dust control, and project site maintenance costs shall be absorbed in the CONTRACTOR'S bid.

- 2-9 NOTIFICATION - All homeowners and businesses affected by the construction shall be notified five (5) days in advance of the Work. The notification shall be in a form of a written posting, stating the time and date that the activities will take place. Should work not occur on the specified day, a new notification will be distributed. Suitable signs shall be posted 48 hours prior to the surfacing. "No Parking" signs shall include the wording, "Vehicle Code Section 22654".
- 2-10 WATER SUPPLY - Water will be available to the CONTRACTOR for the performance of the WORK from assigned City fire hydrants. CONTRACTOR will be billed monthly for metered fire hydrant water. Prior to the use of any hydrant, the CONTRACTOR shall notify the Madera Public Works Department and a representative from the Public Works Department will install a meter furnished by the Public Works Department on the fire hydrant. It will be the CONTRACTOR'S responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. The CONTRACTOR is responsible for security of the City-furnished meter. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. Payment of work specified above shall be included in the unit and lump sum prices bid in the schedule for the various items of WORK. Refer to Bid Items 3, 4, 5, and 6 of the "Bid Schedule", located under the "BIDDING AND CONTRACTUAL DOCUMENTS" section of these specifications. See Appendix C for the City of Madera water requirements and water system map.
- 2-11 MATERIALS FURNISHED BY OWNER - No labor, material, or other facilities shall be provided by the OWNER unless otherwise indicated on the DRAWINGS or in the SPECIFICATIONS.
- 2-12 MATERIALS FURNISHED BY CONTRACTOR - Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the WORK. The City of Madera shall be provided a copy of all water meter purchases showing the date meters were ordered, confirmation from the vendor that the order was received, and the expected delivery date. The delivery dates shall be incorporated into the schedule referenced in Section 2-5. Mobilization shall not commence until delivery of the water meters has commenced.
- 2-13 REQUEST FOR EXTENSION OF TIME - No extension of time shall be made for delay occurring more than seven (7) calendar days before a claim is made therefore in writing to the ENGINEER. In the case of a continuing cause of delay, only one claim is necessary.
- 2-14 RIGHTS-OF-WAY - The CONTRACTOR shall not be entitled to extra compensation for hardships and increased cost caused by the WORK being adjacent to telephone-telegraph lines and guide wires, power lines and guide wires, buildings, fences, pipelines, ditches, roadways, and other obstacles, which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement

may necessitate special methods of construction of the WORK. If the CONTRACTOR desires to utilize additional area, he shall obtain the necessary written approvals from the landowner.

No additional compensation shall be paid to the CONTRACTOR for the cost of obtaining additional right-of-way or for the inability to obtain such.

## 2-15 TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS

2-15.1 TRAFFIC SAFETY AND ACCESS - The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. A schedule of work shall be submitted to the ENGINEER for approval prior to the start of construction. CONTRACTOR shall immediately notify ENGINEER of any changes to the approved schedule.

The CONTRACTOR shall submit a traffic control plan to the ENGINEER, City CM, City of Madera Traffic Engineering, and County of Madera Public Works Department for approval before the start of construction.

The CONTRACTOR shall backfill all trenches at the end of each working day. The CONTRACTOR shall place and compact backfill in trenches as required to obtain a stable foundation daily for traffic use. In paved areas, three (3) inches of "cold mix" asphalt concrete shall overlay the compacted backfill and be installed daily. Temporary paving work shall be completed to the satisfaction of the ENGINEER. A stockpile of "cold mix" asphalt concrete shall be kept at the project site. There shall be no exception to this requirement.

Public ingress-egress to all streets including driveway access for residences and businesses shall be maintained at all times.

Where necessary, the CONTRACTOR shall place ramps, temporary driveways or steel plates.

Work will not be permitted on Sundays. The CONTRACTOR must submit an application for Saturday work at least 7 (seven) days in advance of the Saturday in question. Overtime expenses will be charged to the CONTRACTOR for approved Saturday work.

Before the CONTRACTOR commences work, he shall discuss with the ENGINEER his proposal for controlling access during the work.

All costs to the CONTRACTOR for complying with the provisions of this section shall be included in various bid items and no separate payment will be made.

2-15.2 PUBLIC SAFETY - The CONTRACTOR shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with the provisions of these and all other applicable laws, ordinances and regulations.

2-15.3 TRAFFIC CONTROL - The CONTRACTOR shall be solely and completely responsible for furnishing, installing and maintaining all warning signs and devices, necessary to safeguard the general public and

the work, and to provide for the proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. All traffic control devices left in use over-night shall be illuminated. Arrow boards will be required for lane closures. The CONTRACTOR shall submit a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction to the ENGINEER for review and approval. This plan shall be submitted a minimum of 14 working days prior to the start of work within the street right-of-way. The CONTRACTOR will not be allowed to begin work until an approved plan is on file with the ENGINEER. Approval by the ENGINEER shall in no way relieve the CONTRACTOR from always maintaining proper controls.

- 2-16 STORAGE OF EQUIPMENT AND MATERIALS - Construction equipment shall not be stored in streets, roads or highways without obtaining the approval of the ENGINEER, and then not for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (5) days after unloading shall be stored elsewhere by the CONTRACTOR at his expense unless he is authorized additional storage time. Construction equipment shall not be stored at the work site before its actual use on the work and not for more than five (5) days after it is no longer needed on the work. Time necessary for repair or assembly of equipment may be authorized by the ENGINEER.
- 2-16.1 STOCKPILE SITES - Any sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way in a location identified by the ENGINEER. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement with the Owner shall be provided to the ENGINEER prior to commencing operations.
- 2-17 GENERAL PROVISIONS - The specification of any action or remedy that may be taken by the OWNER or the ENGINEER pursuant to the terms hereof for the failure of the CONTRACTOR to perform this Contract or for the breach hereof or for indemnity shall not be the exclusive action or remedy of the OWNER or the ENGINEER, but shall be cumulative with all other actions, rights, and remedies contained herein
- 2-18 CLEAN AIR ACT OF 1970 ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACTS AS AMENDED BY THE CLEAN WATER ACT OF 1977 - CONTRACTOR agrees to comply with Federal clean air and water standards during the performance of this Contract. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) plan as is applicable for the project and shall be prepared and submitted for approval prior to the start of the work. The plan shall be prepared by an authorized QSD and approved by the CITY ENGINEER.

The Contractor shall coordinate with the City of Madera and file a Notice of Intent (NOI) to comply with associated construction activity of this project with the State Water Resources Control Board, and shall pay the fees required. The CONTRACTOR and SUBCONTRACTORS shall be regulated by the general construction permitting. The City's Storm Water Pollution Prevention Plan (SWPPP) is on file at the office of the City ENGINEER.

Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work for compliance with this special condition shall be included in the Contract BID ITEM price or within the various BID items and no additional compensation will be allowed therefore..

- 2-19 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.



2-20 HAZARDOUS MATERIAL AND CHANGED CONDITIONS

- A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER, in writing, of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provision of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The ENGINEER shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- C. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2-21 ACCESS TO PROPERTY - Pedestrians and vehicular access to properties shall be provided and maintained at all times. Exceptions include during the actual placing of concrete or, for very short periods, during paving operations. Access shall be safe and reasonable for pedestrians and for motor vehicles used by property owners and emergency vehicles (fire, police, and ambulance). The ENGINEER will make the sole determination of what is safe and reasonable.

2-22 HOURS OF LABOR - The CONTRACTOR shall forfeit, as penalty to the OWNER, the sum of twenty-five (\$25.00) for each laborer, worker, mechanic, and any subcontractor under him for each calendar day during which such laborer, worker, mechanic or subcontractor is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the CONTRACTOR with reasonable notice and written permission of the ENGINEER. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or City holidays, except such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

City holidays shall be defined as those holidays annually observed by the City. These are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday (4hrs), Memorial Day, Independence

Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, (a total of 11½ days). City staff shall not work on City recognized Holidays unless the Contractor agrees to cover the cost of staff time.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. CONTRACTOR agrees the ENGINEER shall deduct such charges from payment due the CONTRACTOR.

2-23 DUST CONTROL - CONTRACTOR shall prepare and provide a dust control plan in accordance with San Joaquin Valley Unified Air Pollution Control District requirements. Said plan shall be approved prior to start of construction. All cost for preparing said plan and acquiring approval shall be included in CONTRACTOR's bid. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District's Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PM10) from construction activities:

"All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area.

- a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions; or
- b. Where a chemical dust stabilizer or suppressant, watering shall be applied to effectively limit visible dust emission; or
- c. Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required.

- a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions.
- b. Where a chemical dust stabilizer or suppressant is used, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions.

No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking.

All operations shall limit track-out and expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures.

In addition to restrictions imposed by local agencies, the use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from subject paved roads shall be prohibited.”

- 2-24 NOISE CONTROL - Noise generating construction equipment activities shall be limited to 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays. No noise generating construction activities shall be permitted on Sundays and holidays.

All construction equipment shall be maintained according to manufacturers’ specifications and noise generating construction equipment shall be equipped with mufflers.

- 2-25 CLEAN-UP - The CONTRACTOR shall clean up the job site prior to acceptance of the WORK. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance. Any damage to paint work caused from spillage or splattering, or from prime coating, paving or seal coating operations shall be corrected. All areas such as man-ways, gutters, and intersections shall have the surfacing mix removed as specified by the ENGINEER. The CONTRACTOR shall remove, on a daily basis, any debris associated with the performance of the WORK.

- 2-26 SPREADING EQUIPMENT - Except as herein specified, pavers shall be capable of spreading and finishing asphalt concrete true to line, grade and crown as required in State Standard Specification, Section 39.

- Pavers shall be equipped with quick and efficient steering devices and shall have reverse as well as forward travelling speeds;
- Pavers shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with distributing screws of the reversing type to place the mixture uniformly in front of the screed;
- The screed shall be equipped with a controlled heating device for use when required. The screed shall strike off the mix to the depth and cross section specified without the aid of manual adjustments during operations;
- Particular attention shall be directed to the setting, clearance and wear condition of the tamper bar on paver screeds so equipped.

- 2-27 24-HOUR CUSTOMER ACCESS - Service Provider must respond to calls from customers or the City concerning leaks, loss of service and other problems associated with installations on a 24-hour per day basis. Service Provider must respond within one (1) hour of receiving the call and mobilize to correct any problems within three (3) hours of receiving the call.

**Attachment K**

Section 3, City of Madera Standard Specifications and Drawings

## SECTION 3

### STANDARD SPECIFICATIONS AND PLANS

The Standard Specifications and Standard Drawings are available online at <https://www.madera.gov/home/departments/engineering/standard-drawings/>. These online specifications and drawings are the most current, approved issue and shall be incorporated where applicable.

The following indicated provisions of the City of Madera's Standard Specifications, dated April 2005, are hereby referred to and incorporated herein as though set forth in full.

### STANDARD SPECIFICATIONS

SECTION	TITLE
1.	TERMS, DEFINITIONS
2.	SCOPE AND CONTROL OF THE WORK
3.	CHANGES IN WORK
4.	CONTROL OF MATERIALS
5.	UTILITIES
6.	PROGRESS AND ACCEPTANCE OF WORK
7.	CONTRACTOR'S RESPONSIBILITIES & CONDUCT
8.	MEASUREMENT AND PAYMENT
9.	RESERVED
10.	CLEARING AND GRUBBING
11.	EXCAVATION & GRADING
12.	AGGREGATE SUBBASE AND AGGREGATE BASE
13.	ASPHALT CONCRETE PAVEMENT
14.	CONCRETE IMPROVEMENTS
15.	TRAFFIC DIVIDER ISLANDS
16.	TRENCHING AND TRENCH RESURFACING
17.	SANITARY SEWER PIPE AND APPURTENANCES
18.	BIKE LANE GUIDELINES
19.	JACKING PIPE
20.	STORM DRAINAGE PIPING AND STRUCTURES
21.	DOMESTIC WATER FACILITIES DESIGN CRITERIA
22.	WATER FACILITIES
23.	TRAFFIC SIGNALS
24.	DEMOLITION OF BUILDINGS
25.	PLANTING AND IRRIGATION SYSTEMS
26.	RESERVED
27.	CONSTRUCTION PLAN SUBMITTALS
28.	TRAFFIC STRIPES AND PAVEMENT MARKINGS
29.	CONCRETE MASONRY WALL
30.	ORNAMENTAL STREET LIGHTING
31.	TRAFFIC SIGNALS

## STANDARD PLANS

PLAN NUMBER	TITLE
B-1	FOUR (4) INCH MASONRY WALL
B-2	SIX (6) INCH MASONRY WALL
B-3	CHAINLINK FENCE DETAILS
B-4	COMPLEX DIRECTORY SIGN
B-5	PEDESTRIAN RAMP
B-6	PEDESTRIAN RAMP
B-7	DOWNTOWN STREETScape TREE WELL & GRATE DETAIL
E-1	SURVEY MONUMENT
E-2	PROPERTY MONUMENT DETAILS
E-3	ELEVATION BENCHMARK DETAILS
E-4	OFF-STREET PARKING REQUIREMENTS
E-5	BLANK
E-6	PARKING LOT DETAILS
E-7	TYPICAL REFUSE CONTAINER ENCLOSURE DETAILS
S-1	48 INCH SEWER MANHOLE
S-2	60 INCH SEWER MANHOLE
S-3	WASTE WATER SAMPLING MANHOLE
S-4	DROP MANHOLE TYPE "A"
S-5	DROP MANHOLE TYPE "B"
S-6	CAST IRON MANHOLE FRAME AND COVER
S-7	LAMP HOLE SEWER CLEANOUT
S-8	PIPE BEDDING & TRENCH BACKFILL (for concrete encasement, 6" – 24" pipe)
S-9	CONCRETE SUPPORT FOR UNDERCUT PIPELINES 12" OR LARGER
S-10	PIPE BEDDING & TRENCH BACKFILL
S-11	SAND AND GREASE INTERCEPTOR
S-12A	SEWER HOUSEBRANCH CONNECTION DETAILS "A"
S-12B	TEMPORARY CLEANOUT
S-13	HOUSE BRANCH CONNECTIONS
S-14	INSTALLATION OF SEWER PIPE IN JACKED STEEL CASING
SD-1	STORM DRAIN BASIN REQUIREMENTS
SD-2A	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2B	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2C	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2D	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2E	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2F	STORM DRAIN BASIN OUTLET STRUCTURE

<b>PLAN NUMBER</b>	<b>TITLE</b>
SD-2G	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
SD-2H	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
ST-1	CONCRETE VALLEY GUTTER
ST-2	RESIDENTIAL STREET
ST-3	RESIDENTIAL ACCESS STREET
ST-4	COLLECTOR STREET WITH TWO WAY LEFT TURN LANE
ST-5	ARTERIAL STREET
ST-6	FRONTAGE STREET
ST-7	CONCRETE VALLEY GUTTER IN ALLEYS
ST-8	COMMERCIAL AND RESIDENTIAL CONCRETE ALLEY APPROACH
ST-9	STRUCTURAL SECTION FOR RESIDENTIAL BOUNDARY STREET
ST-10	STRUCTURAL SECTION FOR COLLECTOR BOUNDARY STREET
ST-11	CUL-DE-SAC DETAIL (DEAD END ROAD)
ST-12	TYPICAL CURB AND CURB & GUTTER
ST-13A	SIDEWALK AND APPROACH DETAIL – 1
ST-13B	SIDEWALK AND APPROACH DETAIL – 2
ST-14	SIDEWALK AND APPROACH DETAIL – 3
ST-15	NEW DRIVEWAY WITH EXISTING GUTTER
ST-15A	NEW ADA DRIVEWAY WITH EXISTING GUTTER DRIVEWAY
St-16A	MINIMUM FACE OF CURB RADIUS
ST-16	CURB ACCESS RAMP
ST-17	SIDEWALK CHANNEL DRAIN NEW OR EXISTING
ST-18	STORM WATER INLET
ST-19	UTILITY LOCATION IN STREET AREA
ST-20	LED STREET LIGHT INSTALLATION
ST-21	STREET LIGHT POLE NUMBERING
ST-22	STREET LIGHT CONCRETE PULL BOX
ST-23	STREET LIGHT CONNECTION DIAGRAM
ST-24	SPECIFICATIONS STREET LIGHT INSTALLATION
ST-25	STREET NAME SIGN, STOP SIGN, AND SIGN POST ASSEMBLY
ST-26	STREET NAME SIGN
ST-27	GUARD PANEL
ST-28	PROTECTION POST
ST-29	STREET EXCAVATION, BACKFILL & SURFACE RESTORATION
ST-30	DECORATIVE STREET LIGHTS DOWNTOWN PARKING DISTRICT ONLY
W-1	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-2	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-3	THRUST BLOCK BEARING AREA

<b>PLAN NUMBER</b>	<b>TITLE</b>
W-4	CAST IRON CAP FOR REPAIR OF A.C. PIPE
W-5	FIRE HYDRANT INSTALLATION WITH PROTECTOR POSTS
W-6	FIRE HYDRANT PAVEMENT MARKERS
W-7	REPLACEMENT OF HOUSE SEWER CROSSING WATER MAIN
W-8	VALVE WELL & COVER
W-9A	1" WATER SERVICE CONNECTION WITH METER
W-9B	WATER SERVICE CONNECTION & METER BOX INSTALLATION
W-10	1½", 2" SERVICE CONNECTION & METER BOX INSTALLATION
W-11	WATER SAMPLING STATION
W-13	NEW WATER MAIN CONNECTION
W-14	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY
W-15	REDUCED PRESSURE PRINCIPLE FIRE SPRINKLER SYSTEM CLASS III, IV & V
W-15B	TYPICAL ENCLOSURE BACKFLOW PREVENTION DEVICE
W-16	DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) BACKFLOW PREVENTER CLASS 1-11
W-17	WATER WELL DESTRUCTION
W-18	AIR VACUUM AND RELEASE VALVE
W-19	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-20	CONSTRUCTION WATER SOURCE
W-21	PRESSURE VACUUM BREAKER
W-22	INSTALLATION REQUIREMENTS FOR AN APPROVED AIR GAP SEPARATION
W-23	MONITORING WELL MANHOLE CONSTRUCTION DETAIL
W-24	COMPOUND METER SETTING WITH BY-PASS
W-26	FIRE HYDRANT INSTALLATION
W-27	GUARD POST DETAILS
W-28	BLOW-OFF ASSEMBLY TYPE B
W-29	AQUAGRIP GATE VALVE



**Attachment M**

Section 5, Technical Specifications

CITY OF MADERA  
AVENUE 13 SEWER INTERCEPTOR REHABILITATION

BID SET SPECIAL PROVISIONS  
TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

011100	COORDINATION OF WORK, PERMITS, AND REGULATIONS
012000	MEASUREMENT AND PAYMENT
013300	SUBMITTALS
015526	TRAFFIC REGULATIONS
015800	TEMPORARY SEWAGE BYPASS PUMPING

DIVISION 02 – EXISTING CONDITIONS

020120	PROTECTING EXISTING UNDERGROUND UTILITIES
023219	SUBSURFACE UTILITY LOCATING (POTHOLING)

SECTION 011100 COORDINATION OF WORK, PERMITS, AND REGULATIONS

1.01 DESCRIPTION

This section generally describes the project and includes work sequence and schedule, permits, and regulations.

1.02 GENERAL NATURE OF WORK

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42” CIPP, 16,114 LF of 48” CIPP, 26 manhole frame and cover replacements, and nine (9) grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

1.03 LOCATION OF PROJECT SITE

The project site is located in the City and County of Madera, in Madera County, CA. Phase 1 and 2 of the project starts at the intersection of Road 21 1/2 and Avenue 13 and runs about 3.6 miles due east along Avenue 13 until it hits the intersection of Road 25 and Avenue 13.

1.04 PERMITS

- A. The Contractor shall obtain and pay the fees for the following permits:

Contact the permitting agencies listed below for current fees associated with each permit.

<b>Name or Type of Permit</b>	<b>Name, Address, Telephone Number of Permitting Agency</b>
PG&E “Building and Renovation” online application, if necessary to complete the work.	<a href="https://www.pge.com/en/account/service-requests/building-and-renovation.html">https://www.pge.com/en/account/service-requests/building-and-renovation.html</a>
UPRR “Right of Entry/Temporary Use of Railroad Property” Permit	<a href="https://www.up.com/real_estate/tempuse/index.htm">https://www.up.com/real_estate/tempuse/index.htm</a> For questions contact Thomas Leddy with UPRR at: <a href="mailto:tleddy@up.com">tleddy@up.com</a> (402) 544-8571
Madera County Encroachment Permit	County of Madera 200 W. 4th Street, 3rd Floor Madera, CA 93637

	Tel: (559) 675-7811
Madera Irrigation District (MID) Encroachment Permit	Madera Irrigation District 12152 Rd 28 1/4, Madera, CA 93637 Tel: (559) 673-3514

- B. The following permissions for the work have been or will be obtained by the Owner:
1. City of Madera “Right of Entry” permits, for access to privately owned properties.
  2. UPRR “Right of Entry/Temporary Use of Railroad Property” permit.
- C. The permits contain requirements that affect the cost of project work and some permanent permits require supplementary work permits and fees to execute construction. Comply with the permit requirements and obtain and pay the fees involved with the supplementary work permits.

END OF SECTION

## SECTION 012000 MEASUREMENT AND PAYMENT

### 1.01 WORK LISTED IN THE SCHEDULE OF WORK ITEMS

- A. Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.
- B. The unit prices and lump-sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the contract documents.
- C. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

### 1.02 WORK NOT LISTED IN THE SCHEDULE OF WORK ITEMS

- A. The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the Bid Form are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the Bid.
- B. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

### 1.03 FURNISHING AND MAINTAINING DEWATERING AND UNWATERING FACILITIES

Furnishing and maintaining dewatering and unwatering facilities for diversion and control of water during the contract period will not be paid as a separate item. The costs of furnishing and maintaining such facilities shall be included in the various listed work items of the Bid Schedule for which the dewatering and unwatering facilities are required.

### 1.04 MOBILIZATION AND DEMOBILIZATION – BID ITEM 1

- A. Payment for mobilization (90% of bid item) shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance and has approved submittals. Payment for demobilization (10% of bid item) shall be made at the time of the final progress payment and once all equipment and materials have been removed from the project site and the post construction cleaning has been completed.

- B. A lump sum bid item for “Mobilization and Demobilization”. It shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. For the establishment of all offices, buildings, and other facilities necessary for work on the project, and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site. The Contractor’s lump sum bid for this bid item shall not exceed \$600,000.

1.05 TRAFFIC CONTROL – BID ITEM 2

- A. A lump sum bid item for “Traffic Control”. Reference is made to Section 2-15 of SECTION 2 “SPECIAL CONDITIONS” and Section 015526 “Traffic Regulations” that are included in these specifications. Payment for Traffic Control shall be made on a percent complete basis per drawings and specifications, based on the lump sum amount.
- B. “Traffic Control” shall consist of designing a traffic control plan, constructing, maintaining and removing temporary paved detours, establishing, maintaining and discontinuing temporary alternative route detours, providing and maintaining traffic control, providing access to properties in the vicinity of the work, and providing for the convenience and safety of the public and public traffic, in conformance with the provisions in the Specifications, and as directed by the County and City’s Traffic Engineer.
- C. The Contract price for this bid item shall include full compensation for furnishing materials, tools, labor, equipment, and incidentals. It shall also include cost for doing all the work involved in “Traffic Control”, complete in place, including preparing and securing the City and County Traffic Engineer’s approval of the traffic control plan; flaggers; furnishing, installing, and maintaining traffic control signs and devices; pavement markings; channelizers; and chain link fence. All work shall be done in conformance with the Engineer’s directions and the Specifications’ provisions.

1.06 PRE-PROJECT CCTV AND CLEANING – BID ITEM 3

- A. A lump sum bid item for “Pre-Project CCTV and Cleaning” existing sewer pipe. Payment for Pre-Project CCTV and Cleaning shall be made on a percent complete basis per drawings and specifications, based on the lump sum amount. Reference is made to section 330131 “Sanitary Sewer System Television Inspection” of these Specifications. This bid item includes video recording, identifying, and cleaning prior to installation of new Cured-in-Place Pipe. All work shall be done in conformance with these Specifications and the Project Plans.
- B. The contract price for “Pre-Project CCTV and Cleaning” shall include full compensation for furnishing all labor, materials, tools, equipment, water, incidentals, and for doing all the work involved in “Pre-Project CCTV and Cleaning," complete in place, including initial and final video inspection, and pre-rehabilitation cleaning, in conformance with the Engineer’s directions and the Specifications’ provisions.

1.07 DEBRIS REMOVAL – BID ITEM 4

- A. Unit price bid item, per 10 cubic yards of debris, for “Debris Removal” from inside the existing sewer pipe during pre-project CCTV and cleaning. Payment for debris removal will be made per 10 cubic yards of debris removed per drawings and specifications, up to 30 cubic yards of debris for the entire project. Reference is made to section 330131 “Sanitary Sewer System Television Inspection” and section 330140 “Cured-in-Place Sewer Pipe Lining” of these Specifications. All work shall be done in conformance with these Specifications and the Project Plans.
- B. The contract price for “Debris Removal” shall include full compensation for furnishing all labor, materials, tools, equipment, water, incidentals, and for doing all the work involved in “Debris Removal,” complete in place, in conformance with the Engineer’s directions and the Specifications’ provisions.

1.08 42” CURED-IN-PLACE PIPE LINER – BID ITEM 5

- A. Unit price bid item, per linear foot, for cured-in-place pipe (CIPP) liner in existing sewers of the sizes specified in the Bid Proposal. Measurement for payment will be made per Linear Foot of CIPP Liner placed per drawings and specifications. Reference is made to Section 330140 "Cured-in-Place Sewer Pipe Lining” of these Technical Specifications and as indicated on the drawings. CIPP liner under these bid items shall consist of furnishing and installing CIPP liners of the specified sizes and thicknesses as shown on the Plans, in conformance with the Engineer’s directions, and the Specifications’ provisions.
- B. The contract prices for the CIPP liner bid items shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in furnishing and installing the CIPP liner, complete in place, including trimming protruding services and laterals, curing, curing water and disposal, testing by the Contractor’s Approved Testing Laboratory, and applying epoxy coating to the manhole benches and flow channels of existing manholes along the rehabilitation sewer, including terminal manholes, by applying epoxy coating to the CIPP liner end terminations in conformance with the Engineer’s directions and the Specifications’ provisions.
- C. The quantities shown on the Bid Proposal are calculated by taking the distance from the center of the manhole at the beginning of the CIPP liner alignment to the center of the manhole at the end of the CIPP liner alignment for each continuous sewer run. If the sewer passes through a structure where it is known that a CIPP liner cannot be installed, the distance through the structure is subtracted. Nothing is subtracted for intermediate manholes. Payment will only be made for actual liner installed.

1.09 48” CURED-IN-PLACE PIPE LINER – BID ITEM 6

- A. Unit price bid item, per linear foot, for cured-in-place pipe (CIPP) liner in existing sewers of the sizes specified in the Bid Proposal. Measurement for payment will be made per Linear Foot of CIPP Liner placed per drawings and specifications. Reference

is made to Section 330140 "Cured-in-Place Sewer Pipe Lining" of these Technical Specifications and as indicated on the drawings. CIPP liner under these bid items shall consist of furnishing and installing CIPP liners of the specified sizes and thicknesses as shown on the Plans, in conformance with the Engineer's directions, and the Specifications' provisions.

- B. The contract prices for the CIPP liner bid items shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in furnishing and installing the CIPP liner, complete in place, including trimming protruding services and laterals, curing, curing water and disposal, testing by the Contractor's Approved Testing Laboratory, and applying epoxy coating to the manhole benches and flow channels of existing manholes along the rehabilitation sewer, including terminal manholes, by applying epoxy coating to the CIPP liner end terminations in conformance with the Engineer's directions and the Specifications' provisions.
- C. The quantities shown on the Bid Proposal are calculated by taking the distance from the center of the manhole at the beginning of the CIPP liner alignment to the center of the manhole at the end of the CIPP liner alignment for each continuous sewer run. If the sewer passes through a structure where it is known that a CIPP liner cannot be installed, the distance through the structure is subtracted. Nothing is subtracted for intermediate manholes. Payment will only be made for actual liner installed.

#### 1.10 BYPASS PUMPING – BID ITEM 7

- A. A lump sum bid item for "Bypass Pumping". Payment for Bypass Pumping shall be made on a percent complete basis per drawings and specifications, based on the lump sum amount. Reference is made to section 015800 Temporary Sewage Bypass Pumping. This bid item includes all work and equipment required for temporarily diverting sewage around work areas or interrupting flow for a short duration. Work shall be done in conformance with these Specifications, the Project Plans, and the Contractor's submitted Bypass Pumping Plan and Spill Prevention Control and Countermeasure Plan.
- B. "Bypass Pumping" shall include, but is not limited to, the temporary bypassing and dewatering of sewers during internal television inspection (CCTV), cleaning operations, rehabilitation, and inspection of the project pipelines, manholes, and service laterals during the rehabilitation prior to reconnection to the existing sanitary sewer system.
- C. The Contract price for "Bypass Pumping" shall include full compensation for furnishing all labor, materials, tools, supervision, inspections, equipment, incidentals, and for doing all the work involved in "Bypass Pumping", in conformance with the provisions in the Bid Specifications and required permits, and as directed by the City's Construction Manager. It shall also include permits, preparation of detailed temporary wastewater handling plans and calculations, 24/7 monitoring, preparation of an emergency spill response plan, sewer service interruptions and notifications, and related facilities or improvements constructed at the Contractor's option, including sewer service cleanouts as shown on the Plans in conformance with the provisions in the Specifications, and as



directed by the Engineer. The cost for all work related to and involved in an emergency spill response shall be paid for by the contractor at no additional cost to the City.

1.11 MANHOLE FRAME AND COVER REPLACEMENT – BID ITEM 8

- A. A unit price bid item for each "Manhole Frame and Cover Replacement". Measurement for payment will be made per each new manhole frame and cover installed per details B "48" Sewer Manhole Detail" and A "Manhole Frame and Cover Detail" on sheet C-502 of the Plans and specifications.
- B. "Manhole frame and cover replacement" shall consist of the removal of the existing manhole frame, cover, and concrete collar and installing a new manhole frame, cover, and concrete collar per the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.
- C. The contract price for "Manhole frame and cover replacement" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in "Manhole Frame and Cover Replacement", complete in place as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

1.12 MANHOLE REHABILITATION AND PROTECTIVE COATING – BID ITEM 9

- A. A unit price bid item for each "Manhole Rehabilitation and Protective Coating". Measurement for payment will be made per each manhole rehabilitation and protective coating done per the Plans and Specifications Section 099720.
- B. "Manhole Rehabilitation and Protective Coating" shall consist of the rehabilitation and protective coating of the manhole per details B sheet C-501 "CIPP Liner Termination at Manhole Without Intersecting Sewer Detail" and D sheet C-501 "CIPP Liner Through Manhole With or Without Intersecting Pipe Detail", in conformance with the provisions in the Specifications, and as directed by the Engineer.
- C. The contract price for "Manhole Rehabilitation and Protective Coating" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in "Manhole Rehabilitation and Protective Coating", complete in place as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

1.13 TRIM HANGING SEAL RINGS – BID ITEM 10

- A. A unit price bid item to remove each pipe section seal ring that has failed.
- B. Measurement for payment will be made per each new seal ring removed.

1.14 TRIM PROTRUDING LATERAL – BID ITEM 11

- A. A unit price bid item for each lateral protruding into the sewer main to be lined.

- B. Measurement for payment will be made per each lateral that is adjusted.

1.15 PAMREX MANHOLE FRAME AND COVER – BID ITEM 12

- A. A unit price bid item for each Manhole Frame and Cover replaced with a Pamrex frame and cover. Measurement for payment will be made per each new Pamrex manhole frame and cover installed per detail C “Pamrex Ductile Iron Detail on sheet C-502 of the Plans and specifications.

1.16 GRADE RING GROUTING – BID ITEM 13

- A. A unit price bid item for each manhole grade ring regrouting.
- B. Measurement for payment will be made per each set of manhole grades that are regouted as required on the contract drawings.

1.17 UNION PACIFIC RAILROAD (UPRR) COMPANY PERMIT COMPLIANCE – BID ITEM 14

- A. A lump sum bid item for UPRR company permit compliance and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all the work involved to meet the requirements of the UPRR Company permit except railroad flagging which is covered in a separate bid item. See Appendix E for a “Sample UPRR “Right of Entry” Agreement”.
- B. The City of Madera will submit the license agreement with UPRR and pay the required fees.
- C. The Contractor shall provide Railroad Protective liability insurance as required by the railroad agreement.
- D. The Contractor shall execute a Utility Observation Agreement with RailPros Field Services (RPFS) and pay the required fees, to include RPFS inspection, traffic control, and other inspection and observation costs.
- E. The lump sum bid items includes all the above requirements as specified by the UPRR and as directed by the Engineer.

1.18 CLEARING AND GRUBBING – BID ITEM 15

- A. A lump sum bid item for “Clearing and Grubbing” and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in “Clearing and Grubbing” including protection of adjacent improvements, trees and plants, tree trimming, disposal of removed materials, saw cutting, excavation, backfill, compaction, and grading, as shown on the Drawings and in conformance with the provisions in the Specifications, and disposal to an approved location as directed by the Engineer. No additional payment will be made therefore.

1.19 MISCELLANEOUS FACILITIES AND OPERATIONS – BID ITEM 16

- A. A lump sum bid item for “Miscellaneous Facilities and Operations” which includes all miscellaneous facilities or work shown or specified on the plans and specifications or work patently necessary for the completion of the work as specified, and not specifically included in any other bid item. The Contractor’s lump sum bid for this bid item shall not exceed \$25,000. Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should the actual cost exceed this amount.
- B. This item shall include, but not be limited to the following:
1. Construction surveying if not included in other bid items.
  2. Dewatering/ Erosion Control and controlling City drainage system.
  3. Maintaining access to businesses and/or residences affected by the work.
  4. Written notices to residents.
  5. No parking signs as required with the appropriate vehicle code section(s) for towing of parked vehicles.
  6. Erosion control measures.
  7. Removal and replacement and or preservation of existing City Street Signs.
  8. Demobilization for the work.
  9. Relocation of existing Mailboxes/Replacement of post temporary and/or permanent.
  10. Adjusting existing sprinkler and irrigation systems as directed by the Engineer and as approved by the property owner.
  11. Furnishing and applying water or dust preventative to dust control.
  12. Replacement of existing improvements/facilities damaged during construction.
  13. Cleaning during construction and final cleanup.
  14. Relocating existing signage as needed.
  15. Record drawings.
  16. Potholing to verify existing pipe size, type, condition, and location prior to making connection.

17. Video surveying where indicated on the plans and not included in other bid items.

18. Protecting electrical facilities at locations shown on the plans and providing temporary support as necessary for construction.

19. Sewer/Strom Drain pipe, manhole cleaning.

C. The lump sum contract unit price includes all labor, material, equipment, tools and incidentals to install projects signs, adjust survey monuments to grade; restore irrigation systems inclusive of pipelines, sprinkler heads and other appurtenances; restore landscaping, lawns, shrubs, trees, and plants; and any item or items not covered by a bid item in accordance with the Plans and Specifications, and no additional payment will be made therefore.

#### 1.20 RAILROAD FLAGGING – ALLOWANCE 1

A. No measurement will be made for this line item.

B. Work to be paid under this line item shall include reimbursement for railroad flagging services provided by RPFS within the UPRR right-of-way (ROW). RPFS railroad flagging requirements will not be known until the UPRR permit is procured.

C. The stipulated allowance shown on the Bid Form has been set aside to reimburse the Contractor for RPFS railroad flagging fees invoiced to and paid for by the Contractor.

1. Notwithstanding the stipulated allowance, payment will be made at the exact invoiced amount plus a 5% allowance for overhead, supervision, and profit as allowed per the General Provisions.

D. Unused portions of allowance for RPFS flagging fees shall be credited to the Owner in a contract change order at project completion.

#### 1.21 PIPELINE SPOT REPAIR – ALLOWANCE 2

A. No measurement will be made for this line item.

B. Work to be paid under this line item shall include reimbursement for unanticipated pipeline spot repairs required to prepare the pipeline for installation of the cure-in-place pipeline (CIPP) liner.

C. The stipulated allowance shown on the Bid Form has been set aside to reimburse the Contractor for pipeline spot repairs.

D. Contractor to submit a proposal for completion of the required spot repair for review and approval prior to commencing with the work. Proposal shall include listings of labor, tools, equipment, and materials required to complete the spot repair.

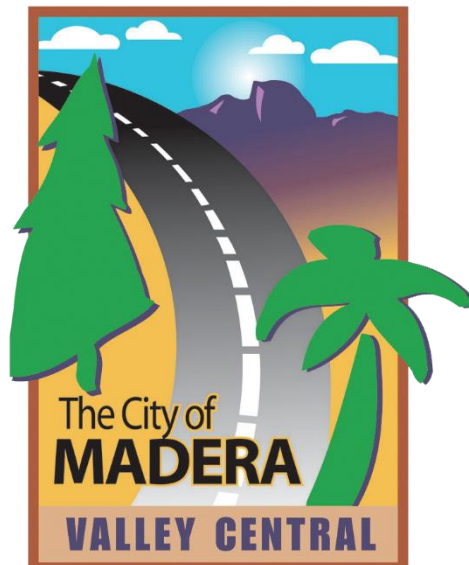
- E. Unused portions of allowance for “Pipeline Spot Repair” shall be credited to the Owner in a contract change order at project completion.

END OF SECTION

**Attachment O**

Plans and Specification prepared or issued by City of Madera entitled  
**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION”**  
dated **April, 2024**

**CITY OF MADERA**



**CONTRACT DOCUMENTS  
AND CONSTRUCTION SPECIFICATIONS  
FOR**

**CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR  
REHABILITATION**

**CITY PROJECT NO. SS-00014**

**APRIL, 2024**

**CITY OF MADERA  
ENGINEERING DEPARTMENT  
428 E. YOSEMITE AVENUE  
MADERA CA 93638**

**KEITH HELMUTH, P.E.  
CITY ENGINEER**

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# **CITY OF MADERA**

## **CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS**

**FOR**

### **CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION**

**CITY PROJECT NO. SS-00014**

**APRIL, 2024**

**CITY OF MADERA  
ENGINEERING DEPARTMENT  
428 E. YOSEMITE  
MADERA, CA 93638  
(559) 661-5418**

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Keith Helmuth, City Engineer

     /      /2024  
Date

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CITY OF MADERA

**CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR  
REHABILITATION  
CITY PROJECT NO. SS-00014**

PROFESSIONAL ENGINEER SIGNATURE PAGE

SECTION 5, "SPECIAL PROVISIONS " AND SECTION 6, "TECHNICAL SPECIFICATIONS"  
AND CERTAIN DRAWINGS AND EXHIBITS HAVE BEEN PREPARED BY OR UNDER THE  
DIRECTION OF THE FOLLOWING REGISTERED PROFESSIONAL ENGINEERS.



ENGINEER NAME

01/05/2024

Date



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# CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION

## CITY PROJECT NO. SS-00014

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### SPECIFICATIONS

#### **SECTIONS 1 THROUGH 6**

- 1 GENERAL CONDITIONS
- 2 SPECIAL CONDITIONS
- 3 STANDARD SPECIFICATIONS AND PLANS
- 4 DESCRIPTION OF BID ITEMS (NOT USED)
- 5 SPECIAL PROVISIONS  
SEE SPECIFICATION SECTION 012000 “MEASUREMENT AND PAYMENT” FOR A DESCRIPTION OF BID ITEMS
- 6 TECHNICAL SPECIFICATIONS

### APPENDICES

Appendix A	NOT USED
Appendix B	Debris Management Report
Appendix C	City Water Requirements
Appendix D	Mid Valley Disposal Rates
Appendix E	Sample UPRR “Right of Entry” Agreement
Appendix F	Madera County Encroachment Permit Form
Appendix G	Madera Irrigation District (MID) Encroachment Permit Form

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## ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the City Engineer of the City of Madera for the following:

### **“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014”**

at 428 E. Yosemite Ave, Madera, CA 93638, until 2:00 pm, on **May 22, 2024** and then at said office publicly opened and read aloud.

A non-mandatory pre-bid meeting is scheduled for **May 07, 2024** at 2:00 pm at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Any prospective bidder may also attend the meeting by Zoom at

<https://cityofmadera.zoom.us/j/85177442907?pwd=IPKVWjU7q4Oyb24K3Pz7RVI4lokKhb.1>

Meeting ID: 851 7744 2907, Passcode: 174413

on the same day and time. All bidders are invited to attend in person or by Zoom.

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42” CIPP, 16,114 LF of 48” CIPP, 26 manhole frame and cover replacements, and nine grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

In accordance with the provisions of Section 3300 of the Public Contract, the general contractor for this project shall have a **Class A** California State Contractor’s License issued in accordance with the provisions of the Contractor’s State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractor(s), of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Plans, Specifications, and all Addenda can be downloaded from the City’s website at [www.cityofmadera.ca.gov/home/departments/engineering/cip/](http://www.cityofmadera.ca.gov/home/departments/engineering/cip/) by clicking on the link ‘City of Madera’s PlanetBids Vendor Portal’. Any printed hard copies of the plans, specifications, and all addenda shall be at the contractor’s expense. Bidders must be registered with planetbids.com in order to receive all bid documents, contract documents, and addenda.

In accordance with the provisions of Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California, securities may be substituted for non-federal monies withheld on this Project.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided by Section 1773.8 apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These wage rates are on file with the City Engineer, City of Madera, and are incorporated herein by reference.

The City Council of the City of Madera reserves the right to reject any and all bids, and to waive any and all irregularities in any bid. The City shall not assume any liability or costs incurred by Bidders should the award of contract be canceled due to lack of financing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF MADERA.

ATTEST: /s/ Alicia Gonzales\_  
City Clerk  
City of Madera

DATE: April 17, 2024



## INFORMATION FOR BIDDERS

Bids will be received at the City of Madera Engineering Department (herein called the "OWNER") located at 428 E. Yosemite Avenue, Madera, CA 93638 at 2:00 pm on **May 22, 2024**. They will be publicly opened and read aloud at this location.

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42" CIPP, 16,114 LF of 48" CIPP, 26 manhole frame and cover replacements, and nine grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

Each BID must be submitted with all documents listed on the Bidder's Checklist in a sealed envelope, addressed to the OWNER at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Each sealed envelope containing a BID must be plainly marked on the outside as bid for "CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014" and the envelope should bear on the outside, the name of the BIDDER, his address, his Contractor's license number, Registration number with Department of Industrial Relations and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING". If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638 and shall be clearly labeled as instructed for the enclosed BID.

All BIDS must be made on the required BID PROPOSAL forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID PROPOSAL forms must be fully completed and executed when submitted. Only one copy of the BID PROPOSAL form is required.

Contractor who has employees who will work on a City of Madera project is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (S.B. 1200; H.REP 99-1000). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Madera project.

A non-mandatory pre-bid meeting is scheduled for **May 07, 2024**, at 2:00 pm at City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638. Any prospective bidder may also attend the meeting by Zoom at <https://cityofmadera.zoom.us/j/85177442907?pwd=IPKVwjU7q4Oyb24K3Pz7RVl4l0kkhb.1>  
Meeting ID: 851 7744 2907, Passcode: 174413  
on the same day and time. All bidders are invited to attend in person or by Zoom.

The ENGINEER is the City Engineer of the City of Madera and the telephone number is (559) 661-5418.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why

the Contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and the BIDDER.

Any one or more of the following causes may be considered as sufficient for disqualification of a BIDDER and rejection of his proposal or proposals:

- a. More than one proposal for the same work from an individual, partnership or corporation.
- b. Evidence of collusion among BIDDERS. Participants in such collusion will receive no recognition as BIDDERS for any future work of the OWNER until such participant shall have been reinstated as a qualified BIDDER.
- c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.
- d. For unsatisfactory performance record as shown by past work for the OWNER, judged from the standpoint of workmanship and progress.
- e. Prior commitments or obligations, which in the judgment of the OWNER might hinder or prevent the prompt completion of the work.
- f. Failure to pay or satisfactorily settle all payments due for labor or materials on former contracts in force with the City of Madera at the time of letting the BID.
- g. Failure to comply with any qualifications regulation of the OWNER.
- h. Omission of proposal guaranty.

A BIDDER who claims a mistake in his BID must follow the procedures in Public Contract Code Division 2, Part 1, Chapter 5, et seq. in seeking relief of his BID.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the DRAWINGS and SPECIFICATIONS including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any person shall not affect the risks, or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a Bid Bond payable to the OWNER for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate bonding company licensed to transact such business in the State of California, with a current A.M. Best's rating of not less than A: VII, will be required for the faithful performance of the Contract, or as approved by the City Attorney. The Payment Bond and Performance Bond must be issued by an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

Attorneys-in-Fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement, obtain the Performance Bond and Payment Bond, and provide proof of carriage of insurance on the specified format within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The party to whom the Contract is awarded will be required to meet the insurance requirements as specified in the Contract Documents and provide proof of carriage of insurance on the specified format prior to execution of the Agreement.

The OWNER, within fifteen (15) days of receipt of acceptable Insurance Forms, Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall not relieve any BIDDER from any obligation with respect to his BID.

Pursuant to the provisions of the Public Contract Code of the State of California, each BIDDER shall set forth in his proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the WORK in an amount in excess of 1/2 of 1% of the CONTRACTOR'S total BID, or, in the case of BIDS or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime CONTRACTOR'S total BID or ten thousand dollars (\$10,000), whichever is greater, and the portion of the WORK which will be done by each subcontractor.

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. The CONTRACT will not be awarded to anyone on the debarred list of Contractors.

Bids will be compared on the basis of the TOTAL BID. Award will be made to the lowest responsible BIDDER.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rule and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Prior to beginning any work, the CONTRACTOR shall secure a City of Madera Business License at his own cost and expense.

Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

The Contractor shall forfeit to the City as a penalty \$50.00 per day for each workman paid less than the rate set forth in the wage determination of the Director of Industrial Relations. The Contractor shall keep an accurate record of all personnel employed under the various classifications listing the name, classification, and hourly rate of such personnel, which record shall be made available for inspection by the owner.

At the time of award, and in accordance with the provisions of Section 3300 of the Public Contract Code, the general contractor for this project shall have a **Class A** California State Contractor's License issued in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

No bid submitted will be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State. The Contract will not be awarded unless the CONTRACTOR has a valid license in the appropriate classification for the work performed. Failure of the bidder to obtain the required licensing for an award of Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

**Department of Industrial Relations Annual Registration:**

- a. Pursuant to Labor Code Sections 1772 and 1771(b), all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
- b. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
- d. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).

- e. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
- f. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
- g. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a)(2) - the Contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
- h. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid. See Appendix D

Pursuant to 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 at [www.dir.ca.gov/DLSE/Debar.html](http://www.dir.ca.gov/DLSE/Debar.html)

#### **Questions and Requests for Information/Clarification**

No verbal requests or requests made in any other format will be accepted. Any questions about the RFP must be submitted electronically and individually (not in a paragraph format nor combined in a single submission) through the City's electronic bid management system (PlanetBids) at <https://pbsystem.planetbids.com/portal/54016/portal-home> under the "Q&A" tab.". All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting through the City's electronic bid management system (PlanetBids) at <https://pbsystem.planetbids.com/portal/54016/portal-home> under the "Addenda/Emails" or the "Q&A" tab."

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BID PROPOSAL  
BIDDER'S CHECKLIST**

**"CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014"**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- 1. **BID PROPOSAL (Including Bidder's Checklist and Bid Proposal Form)**
- 2. **BID SCHEDULE**
- 3. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
- 4. **BID DEPOSIT** attached to front of Proposal in the form of:
  - Certified Check      Bidder's Bond
  - Cashier's Check      Irrevocable Letter of Credit
  - Certificate of Deposit
- 5. **CERTIFICATION** (Comptroller General's List)
- 6. **NONCOLLUSION AFFIDAVIT**
- 7. **PUBLIC CONTRACT CODE**
- 8. **DEBARMENT AND SUSPENSION CERTIFICATION**
- 9. **EQUAL OPPORTUNITY CERTIFICATION**
- 10. **ADDENDA** – Signature page of all Addenda issued

**If one of the three lowest bidders, submit no later than 4:00 p.m. on the 3rd business day after bid opening:**

- 11. **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal, to be submitted within three working days from the date of the bid opening.
- 12. **QUALIFICATIONS STATEMENT**

SUBMITTED BY:

Name of Company \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Documents required on the checklist but not included in the bid package may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BID PROPOSAL FORM**

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

Proposal of \_\_\_\_\_ (hereinafter called “BIDDER”), organized and existing under the laws of the State of \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called “OWNER”):

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for **“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014”** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT **one hundred and fifty (150) Calendar Days**.

BIDDER further agrees to pay as liquidated damages, the sum of **\$2,500** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2024  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2024  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2024

The undersigned, as BIDDER, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

**BID SCHEDULE**

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
 CITY PROJECT NO. SS-00014”**

The following Bid Schedule lists the items necessary to complete the work. Bidder will fully complete the schedule including the total price of each item. If the total cost of any item or the Total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

Item	Description	Unit of Measure	Quantity	Unit Price (\$)	Total Amount (\$)
1	Mobilization and Demobilization	LS	1	\$600,000	\$600,000
2	Traffic Control	LS	1		
3	Pre-Project CCTV and Cleaning	LS	1		
4	Debris Removal	10 CY	3		
5	42” Cured-In-Place Pipe Liner	LF	2,566		
6	48” Cured-In-Place Pipe Liner	LF	16,114		
7	Bypass Pumping	LS	1		
8	Manhole Frame and Cover Replacement	EA	26		
9	Manhole Rehabilitation and Protective Coating	EA	3		
10	Trim Hanging Seal Rings	EA	13		
11	Trim Protruding Lateral	EA	1		
12	Pamrex Manhole Frame and Cover	EA	3		
13	Grade Ring Grouting	EA	9		
14	Union Pacific Railroad (UPRR) Company Permit Compliance	LS	1		
15	Clearing and Grubbing	LS	1		
16	Miscellaneous Facilities and Operations	LS	1	\$25,000	\$25,000
A1	Railroad Flagging – Allowance 1	LS	1	\$20,000	\$20,000
A2	Pipeline Spot Repair – Allowance 2	LS	1	\$50,000	\$50,000

**F = Final Pay Quantity P = Partial Pay S = Specialty Item**

TOTAL 1 THROUGH A2, INCLUSIVE: \$ \_\_\_\_\_

Total Amount of Bid (in words) is \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

In case of discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority,



BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

with ten (10) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the OWNER.

The final bid amount shall include local, state and federal taxes.

Respectfully Submitted,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Class

\_\_\_\_\_  
DIR Registration Number

\_\_\_\_\_  
Attest  
(Seal – if Bid is by a corporation)

\_\_\_\_\_  
DIR Classification of Work

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**SUBCONTRACTORS**

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location and description of work as REQUIRED by Section 4104 of the California Public Contract code.

SUBCONTRACTOR \_\_\_\_\_

Business Address \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Classification of Workers \_\_\_\_\_

Item No. or Description of Work \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

SUBCONTRACTOR \_\_\_\_\_

Business Address \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Classification of Workers \_\_\_\_\_

Item No. or Description of Work \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

SUBCONTRACTOR \_\_\_\_\_

Business Address \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Classification of Workers \_\_\_\_\_

Item No. or Description of Work \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

SUBCONTRACTOR \_\_\_\_\_

Business Address \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Classification of Workers \_\_\_\_\_

Item No. or Description of Work \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

SUBCONTRACTOR \_\_\_\_\_

Business Address \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Classification of Workers \_\_\_\_\_

Item No. or Description of Work \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**BID BOND**

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly  
and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2024. The condition of the above obligation is such  
that whereas the Principal has submitted to \_\_\_\_\_ a certain bid, attached  
hereto and hereby made a part hereof to enter into a contract in writing, for the

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.) By \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Seal and Notarial Acknowledge of Surety)

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**CERTIFICATION**

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

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

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**NONCOLLUSION AFFIDAVIT**

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

To the CITY of MADERA

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

**The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.**

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

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985) the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offences referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

**Public Contract Code Section 10162 Questionnaire**

In accordance with the Public Contract Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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**Public Contract Code 10232 Statement**

In accordance with Public Contract Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

**The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.**

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

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

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

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

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



BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

### QUALIFICATIONS STATEMENT

**Note:** The information supplied in this document is confidential to the extent permitted by laws and regulations.

Bidders shall submit all necessary documents as outlined in this "QUALIFICATIONS STATEMENT" section, regarding the Cured-in-Place Pipe Lining (CIPP) contractor, installer, and superintendent. Bidders shall comply and submit all certifications and proof of experience as required per Technical Specification Section 33010 "CURED-IN-PLACE SEWER PIPE LINING".

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

**1. GENERAL INFORMATION**

1.1. Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

**2. CIPP MANUFACTURER'S CERTIFICATION**

2.1. Provide CIPP Manufacturer's Certification for:

- Contractor/Subcontractor/Business
- Superintendent
- Installer (Foreman and other personnel completing CIPP installation)

**3. SAFETY**

3.1. Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

3.2. Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**4. FINANCIAL**

4.1. Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

**5. KEY INDIVIDUALS (As applicable)**

<b>Installer (Foreman and other personnel completing CIPP installation)</b>		
Name of individual		
Years of experience installing CIPP		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
<b><u>Provide Installer's CIPP Manufacturer's Certification</u></b>		

<b>Installer (Foreman or personnel overseeing the actual installation)</b>		
Name of individual		
Years of experience installing CIPP		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
<b><u>Provide Installer's CIPP Manufacturer's Certification</u></b>		

<b>Installer (Foreman or personnel overseeing the actual installation)</b>		
Name of individual		
Years of experience installing CIPP		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
<b><u>Provide Installer's CIPP Manufacturer's Certification</u></b>		

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
<b>Provide Superintendent's CIPP Manufacturer's Certification</b>			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as safety manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

<b>Quality Control Manager</b>			
Name of individual			
Years of experience as quality control manager			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

BIDDER'S NAME: \_\_\_\_\_  
(Submit with Bid Proposal)

**6. EXPERIENCE:**

6.1. Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

6.2. Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

6.3. Previous experience with similar projects – Contactor (Attach additional sheets as necessary)

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					



BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

6.4. Previous experience with similar projects – Installer (Attach additional sheets as necessary)

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					

BIDDER'S NAME: \_\_\_\_\_  
 (Submit with Bid Proposal)

6.5. Previous experience with similar projects – Superintendent (Attach additional sheets as necessary)

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Madera, hereinafter called "**OWNER**", and \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014**"
  
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
  
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ \_\_\_\_\_, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
  
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
  
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) Payment Bond
  - (G) Performance Bond
  - (H) Insurance Requirements for Contractors
  - (I) Section 1, General Conditions
  - (J) Section 2, Special Conditions
  - (K) Section 3, City of Madera Standard Specifications and Drawings
  - (L) Section 4, Bid Items
  - (M) Section 5, Technical Specifications
  - (N) State Standard Plans and Specifications
  - (O) Plans and Specification prepared or issued by City of Madera entitled "**CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION**" dated **April, 2024**

Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_  
Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_  
Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Two Thousand and Five Hundred Dollars (\$2,500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

#### 8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

##### A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
3. Payment of an amount that is disputed by the Owner.

##### B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those

mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** 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 in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and



standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

**CONTRACTOR** agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **[Name of Successful Bidder]** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **[Name of Successful Bidder]**;
2. A failure by **[Name of Successful Bidder]** to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to City.

In no event shall any payment by City or acceptance by **[Name of Successful Bidder]** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **[Name of Successful Bidder]** the repayment to City of any funds disbursed to **[Name of Successful Bidder]** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department  
428 E. Yosemite Avenue  
Madera, Ca 93638

To the Contractor **[Name of Successful Bidder]**

Notices. All notices and communications from the **[Name of Successful Bidder]** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **[Name of Successful Bidder]** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **[Name of Successful Bidder]** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a “default” of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City’s officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City’s employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **[Name of Successful Bidder]** in connection to the Project and correctly sets forth the obligations of the City and **[Name of Successful Bidder]** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **[Name of Successful Bidder]** nor City will assign its interest in this Agreement without the written consent of the other.

30. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Santos Garcia, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

**Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California Notary acknowledgement required to be attached.

State of California

County of \_\_\_\_\_

} ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date* *Here Insert Name and Title of the Officer*

Personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Place Notary Seal/Stamp Above*

\_\_\_\_\_  
*Signature of Notary Public*

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

\_\_\_\_\_  
City of Madera  
(Name of Owner)

\_\_\_\_\_  
428 E. Yosemite, , Madera CA 93638  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves,  
successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14,  
Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the  
California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the  
Owner, dated the \_\_\_ day of \_\_\_, 2024 a copy of which is hereto attached and made a part hereof for the construction  
of:

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material  
men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land  
surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor  
upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed  
in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract,  
and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the  
Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts  
required to be deducted, withheld and paid over the Employment Development Department from the wages of  
employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code,  
with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force  
and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the  
California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this  
bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

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 of accompanying the same shall in any way 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Surety)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

\_\_\_\_\_  
City of Madera  
(Name of Owner)

\_\_\_\_\_  
205 West 4<sup>th</sup> Street, Madera CA 93638  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

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 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 such 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 final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day \_\_\_\_\_ 2024.

ATTEST: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_(s) \_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
(Witness as to Principal) (Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary (Surety)

(SEAL)

\_\_\_\_\_  
Witness as to Surety BY: \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### Minimum Scope and Limits of Insurance

- Contractor shall maintain limits no less than: \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

### Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers,

or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

#### Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

#### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and hold harmless, City of Madera, And its officers, officials, employees and agents of the above from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

**SECTION 1**  
**GENERAL CONDITIONS**

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## SECTION 1

### GENERAL CONDITIONS

1-1 DEFINITIONS - Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

AASHTO - American Association of State Highway and Transportation Officials, current designation as of the Bid date unless otherwise indicated.

ACCEPTANCE - Project approved by Resolution or Minute Order of City Council of Madera.

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

ANSI - American National Standards Institute, current designation as of the Bid date unless otherwise.

ASME - American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

ASTM - American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA - American Water Works Association, current designation as of the Bid date unless otherwise specified.

BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

BIDDER - Any person, firm or corporation submitting a BID for the WORK.

BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

BUSINESS LICENSE - A City of Madera Business License required for payment of the business tax based on gross receipts.

CALENDAR DAY - Each and every day of the year, including weekends and holidays.

CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized; or the purposes for which it is intended.



CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, BID, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, Special Conditions, SPECIFICATIONS, DRAWINGS AND ADDENDA.

CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

DRAWINGS - The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY ENGINEER.

ENGINEER - The City Engineer of the City of Madera, California or the Engineer of Record for the project.

FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

IEEE - Institute of Electrical and Electronics Engineers, current designation as of the Bid date unless otherwise indicated.

NEC - National Electric Code, current designation as of the Bid date, unless otherwise indicated.

NEMA - National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER - The City of Madera, for whom the WORK is to be performed.

PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

SJVAPCD - San Joaquin Valley Air Pollution Control District

SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

STATE STANDARD SPECIFICATIONS - State of California, Department of Transportation Standard Specifications, May 2018 Edition. Metric units shall be converted to English unit equivalents where applicable.

CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS - FHWA's MUTCD 2014 Edition, as approved for use in California.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

SWPPP - Storm Water Pollution Prevention Plan on file with the City Engineer.

UNI - Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

- 1-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS - The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

- 1-3 SCHEDULES, REPORTS AND RECORDS - The CONTRACTOR shall submit to the OWNER such schedules, reports, records and other data as the OWNER may request concerning WORK performed or to be performed. Prior to the first partial payment estimate, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK. The CONTRACTOR shall not be entitled to any payment until he has submitted the schedule, reports and records required under this Section. The CONTRACTOR shall revise or update the schedule whenever requested to do so by the ENGINEER.

1-4 DRAWINGS AND SPECIFICATIONS - The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS. Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

The OWNER will furnish to the CONTRACTOR one electronic copy of DRAWINGS AND SPECIFICATIONS necessary for the execution of the WORK. The CONTRACTOR shall keep one hard copy of all current DRAWINGS AND SPECIFICATIONS on the job site, in good order, available to the ENGINEER and his representatives.

ALL DRAWINGS, SPECIFICATIONS, and copies thereof furnished by the OWNER are the property of the ENGINEER. They are not to be used on other work, and, with the exception of the signed Contract set, are to be returned to the ENGINEER on request, at the completion of the WORK.

1-5 PRECEDENCE OF CONTRACT DOCUMENTS - The order of precedence of documents shall be:

1. Rules and Regulations of State Agencies relating to the source of funds for a project.
2. Permits from other agencies as may be required by law.
3. Supplemental Agreements, Change Orders, or Contract, the one dated later having precedence over another dated earlier.
4. Special Conditions.
5. General Conditions.
6. Technical Specifications.
7. Plans.
8. Standard specifications.
9. Standard Plans.

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portions of the contract, it shall be resolved by application of the order of precedence.

1-6 SHOP DRAWINGS - The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. For each item where a SHOP DRAWING is required, the CONTRACTOR shall submit a minimum of six (6) prints. The ENGINEER shall promptly review all SHOP DRAWINGS and retain three sets after his review. All additional copies shall be returned to the CONTRACTOR. If the CONTRACTOR requires more than three prints returned, he shall accordingly increase the number of prints submitted to the ENGINEER. The ENGINEER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from

the CONTRACT DOCUMENTS. The review of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

- 1-7 MATERIALS, SERVICES AND FACILITIES - It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and reviewed by the ENGINEER.

Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

- 1-8 INSPECTION AND TESTING - All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. No work requiring material testing or material inspection shall be performed on Saturdays, Sundays, or City-designated holidays.

All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR. The cost of each subsequent retest shall be paid for by the CONTRACTOR if the first tests fail to meet the required relative compaction or specified strength. Additional materials testing shall be performed by the OWNER at the CONTRACTOR'S expense as described in the various sections of the Technical Specifications.

The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any WORK to be inspected, tested, approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will furnish the ENGINEER the required certificates of inspection, testing or approval.

Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of the OWNER and appropriate Federal or State agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER be uncovered for his observation and replaced at the CONTRACTOR'S expense.

If any WORK has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

- 1-9 SUBSTITUTIONS - Wherever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.
- 1-10 PATENTS - The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.
- 1-11 SURVEYS, PERMITS AND REGULATIONS - Control staking by the ENGINEER is limited to providing a reference line and temporary or permanent bench marks for the CONTRACTOR'S use in staking the project to conform to the plans. Center line monuments will be referenced by the ENGINEER to facilitate replacement after the job is completed. Where possible, center line monuments and all

other survey monuments in or adjacent to the project shall be preserved. The cost of replacement of monuments, which in the opinion of the ENGINEER need not have been destroyed, shall be deducted from the moneys due or to become due the Contractor for this project. Supplementary construction staking information to be provided by the ENGINEER shall consist of electronic drawing files in the AUTOCAD format currently in use by the Design Engineer.

When monuments exist that control the location of boundaries, roads, streets, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets or other rights-of-way are improved or reconstructed and a corner record or record of survey of the references shall be filed with the County Surveyor. They shall be reset in the surface of the new construction in the manner shown on the DRAWINGS to perpetuate their location and a corner record or record of survey shall be filed with the County Surveyor prior to the recording of a Certificate of Completion for the project. It shall be the responsibility of the CONTRACTOR to provide for the monumentation required by this section.

All construction staking shall be the responsibility of the CONTRACTOR. Construction staking costs shall be included in the unit price of the various items of work and no additional monies shall be paid.

Reference lines and marks set by the ENGINEER shall be carefully preserved by the CONTRACTOR. In case such references or markings are destroyed or damaged by reason of the CONTRACTOR's operations, the cost of restoring them will be deducted from any moneys due or to become due the CONTRACTOR. Unless otherwise shown, all measurements and elevations on the plans are in feet and decimals of a foot.

The CONTRACTOR shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the WORK to avoid errors in construction. The CONTRACTOR shall be responsible for proper dimensions and fittings of all items of WORK being performed by him. Should any discrepancy be found in lines, dimensions, or elevations, they shall be reported to the ENGINEER immediately.

The CONTRACTOR shall protect all existing property and survey monuments, including survey control monuments for this WORK. Where it is necessary to disturb existing property, survey or control monuments in order to permit the prosecution of the WORK within the permanent and construction right-of-way, such monuments shall be reset by the CONTRACTOR. Such monuments shall not be disturbed during the prosecution of the WORK unless the CONTRACTOR has given the OWNER a minimum of 72 hours notice of the CONTRACTOR'S intent to disturb such monuments during the prosecution of his WORK.

- 1-12 LICENSE(S) & PERMITS - The CONTRACTOR shall have a City Business License prior to the beginning of WORK. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 1-14, CHANGES IN THE WORK.

- 1-13 PROTECTION OF WORK, PROPERTY AND PERSONS - The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

- 1-14 SUPERVISION BY CONTRACTOR - The CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
- 1-15 CHANGES IN THE WORK - The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER may also, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

1-16 CHANGES IN CONTRACT PRICE - The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (A) Unit prices previously approved.
- (B) An agreed lump sum.
- (C) If a lump sum or unit price cannot be mutually agreed upon, the CONTRACTOR shall be entitled to the sum of the following costs of doing the extra work:

(1) Direct Labor Costs. Charges for cost of all the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the ENGINEER and evidence of such daily approval shall be submitted with the billing.

Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the ENGINEER.

(2) Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of \$500.00 or less. Equipment time charges must be subject to the daily approval of the ENGINEER and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the ENGINEER and the CONTRACTOR prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

(3) Material Costs. Charges for the cost of materials furnished by the CONTRACTOR shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the ENGINEER. Charges must be net cost to the CONTRACTOR delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the ENGINEER.

(4) Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs and Material Costs, as defined above, and 5% for work by Subcontractors.

Any extra work performed hereunder shall be subject to all of the provisions of the CONTRACT and the CONTRACTOR'S sureties shall be bound with reference thereto as under the CONTRACT.

1-17 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK



embraced shall be commenced on a date specified in the NOTICE TO PROCEED and be fully completed in **one hundred and fifty (150) calendar days**.

Time is of the essence in this agreement. The CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK, or specific portions of the WORK, described herein in a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the OWNER will suffer if the CONTRACTOR fails to complete the WORK within the CONTRACT TIME and for said reason, if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. The time for completion of the WORK shall be extended, and the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

- A. To any preference, priority or allocation order duly issued by the OWNER.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the ENGINEER, make prosecution of the WORK unreasonably difficult.
- C. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above paragraphs.

1-18 CORRECTION OF WORK - The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

1-19 SUSPENSION OF WORK, TERMINATION AND DELAY - The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than **one hundred and fifty (150) days**, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any such suspension.

If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, material or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the materials, equipment, tools, constructing equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than **one hundred and fifty (150)** days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after the (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the Contract and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or, if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

1-20 PROGRESS ESTIMATE - On or about the last day of the calendar month, the CONTRACTOR will, except as hereinafter provided, make in writing and certify to the ENGINEER an estimate of the amount and

value of the work completed by the CONTRACTOR up to that time in the performance of the Contract. In case of work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the Contract, the CONTRACTOR may use a breakdown of the lump sum price, provided that such breakdown is submitted within 15 calendar days after the execution of the Contract Agreement in a form acceptable to the ENGINEER. No payment will be made to the CONTRACTOR until such schedule has been submitted to and reviewed by the ENGINEER. To the figure thus arrived at shall be added any amounts due the CONTRACTOR for extra work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the OWNER from the CONTRACTOR for supplies or materials furnished or services rendered and any other amounts that may be due the OWNER under the terms of the Contract. In preparing estimates for partial payments, consideration shall be given to delivery on the site of pipe, valves, fittings and miscellaneous metal which will become a part of the finished construction work and for which payment in full has been made by the CONTRACTOR, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the ENGINEER, the CONTRACTOR is not diligently and efficiently endeavoring to comply with the intent of the Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. Progress estimates shall be made in the form of itemized invoices in triplicate and shall be submitted together with the data set forth below:

A recapitulation showing balance due current month as follows:

Total Contract Price	_____
Extra Work Ordered	_____
Total Contract Price w/ CCO's	_____
Gross Earnings to Date (Including extra work ordered)	_____
Less 10% of gross Earnings to Date	_____
Net Earnings to Date	_____
Less Previous Claims	_____
Balance Due this Claim	_____

1-21 PROGRESS PAYMENTS - The OWNER will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the OWNER will pay to the **CONTRACTOR 95% (5% retention)** of the amount earned by the CONTRACTOR during the preceding month at the rate of

prices set forth in the Contract, based on the estimate of the CONTRACTOR as reviewed and approved by the ENGINEER. At the request and expense of the CONTRACTOR 100% of the amount earned, which is funded by non-federal moneys, will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the OWNER or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, CONTRACTOR agrees to execute any and all necessary documents including an escrow agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. If the OWNER fails to make payment by the date specified above, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is received by the CONTRACTOR.

The retention will be held by the OWNER or the securities will be held by the OWNER or escrow agent until thirty five (35) days following filing of the Notice of Completion.

1-22 FINAL ESTIMATE - Upon completion of the contract and final inspection and acceptance by the ENGINEER, the ENGINEER shall prepare a final estimate of quantities and the value of such work and the OWNER shall pay to the CONTRACTOR the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the CONTRACT. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

1-23 ACCEPTANCE & FINAL PAYMENT - Upon receipt of the WRITTEN NOTICE from the CONTRACTOR that the WORK is ready for final inspection and acceptance, the ENGINEER will promptly make such inspection, and when he finds the WORK acceptable under the CONTRACT, and the CONTRACT fully performed, he will promptly issue a final certificate, over his own signature, stating that the WORK required by this Contract has been completed and recommending acceptance of the Work by the OWNER. The OWNER, after acceptance of the work by City Council, then shall issue a formal Notice of Acceptance, and the entire balance found to be due shall be paid to the CONTRACTOR by the OWNER thirty five (35) days from the date of recording by the OWNER of the Notice of Acceptance of all WORK covered by this Contract.

Before issuance of the Notice of Acceptance, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, materials bills, and other indebtedness connected with the WORK have been paid, or if not paid, then the CONTRACTOR shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER except the following:

- A. those arising from unsettled liens;
- B. those arising from faulty work appearing within twelve (12) months after the date of filing of the Notice of Acceptance;
- C. those arising from failure to meet the requirements of the SPECIFICATIONS; or,
- D. those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the CONTRACTOR except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

- 1-24 QUANTITIES & UNIT PRICES - The quantities noted in the schedule are approximations for comparing BIDS, and no claim shall be made against the OWNER for excess or deficiency therein. Payment at the unit or lump sum prices set forth in the schedule will constitute payment in full for the completed WORK and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of WORK performed will be computed for payment by the ENGINEER on the basis of measurements taken by the ENGINEER, and these measurements shall be final and binding.

- 1-25 PROOF OF CARRIAGE OF INSURANCE - CONTRACTOR shall furnish such insurance coverage as indicated in the section "INSURANCE REQUIREMENTS FOR CONTRACTORS".
- A. "General Liability Special Endorsement"
  - B. "Automobile Liability Special Endorsement"
  - C. "Workers' Compensation/Employees Liability Special Endorsement"
  - D. "Certificate of Insurance"

All of the above to be submitted prior to execution of this agreement.

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best's rating of no less than A:VII. Liability insurance shall be written on an "occurrence" basis.

CONTRACTOR shall furnish OWNER, through the ENGINEER, concurrently with the execution thereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give OWNER at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

- 1-26 CONTRACT SECURITY - The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of California. The bonding company shall be an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. The expense of these bonds shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid

by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER.

- 1-27 ASSIGNMENTS - Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent to the other party.
- 1-28 INDEMNIFICATION - The CONTRACTOR will indemnify and hold harmless the OWNER and their officers, agents, employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, or any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or review of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, design or SPECIFICATIONS.
- 1-29 SEPARATE CONTRACTS - The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depend upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 1-14 and 1-15.

- 1-30 SUBCONTRACTING - The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS. The CONTRACTOR shall perform not less **than thirty percent (30%)** of the original Contract Bid Price with his/her own forces.

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS

in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Contract shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

- 1-31 ENGINEER'S AUTHORITY - The ENGINEER shall act as the OWNER'S representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly responsible to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 1-32 LAND AND RIGHTS-OF-WAY - Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired. The CONTRACTOR shall provide, at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

- 1-33 GUARANTY - Unless stipulated otherwise in the SPECIFICATIONS, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion of the system that the completed system is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

- 1-34 TAXES - The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

- 1-35 CONTRACTOR'S UNDERSTANDING - It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and extent of the WORK, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the WORK, the general and local conditions, and all other matters which can in any way affect the WORK under this Contract. No verbal agreement or

conversation with any officer, agent or employee of the OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- 1-36 ACCIDENTS - The CONTRACTOR shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the WORK. The CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with the performance of the WORK, whether on or adjacent to the site which causes death, personal injury, or property damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. If any claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.
- 1-37 SAFETY AND SANITATION - The CONTRACTOR shall provide adequate safety and sanitation facilities according to State Laws and local ordinances.
- 1-38 CLIMATIC CONDITIONS - The ENGINEER may order the CONTRACTOR to suspend any WORK that may be subject to damage by climatic conditions. The CONTRACTOR may suspend WORK if climatic conditions are such that the CONTRACTOR is unable to work. In such case, the CONTRACTOR, within seven (7) days, shall request in writing a CHANGE ORDER to extend the CONTRACT TIME.
- 1-39 OFFICIALS NOT TO BENEFIT - No official of the OWNER shall receive any benefit that may arise by reason of this Contract.
- 1-40 CLEAN-UP - During the progress of the WORK, the CONTRACTOR shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the WORK, the CONTRACTOR shall remove from the vicinity of the WORK all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the OWNER after ten (10) calendar days notice to the CONTRACTOR at the expense of the CONTRACTOR, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the CONTRACTOR shall dress up and grade the right of way to match existing ground surfaces, and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the ENGINEER.

No direct payment will be made to the CONTRACTOR for any clean-up work, but all compensation therefore shall be included in the prices BID in the schedule for the various items of work.

- 1-41 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract: This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.



- 1-42 CONSTRUCTION RECORD DRAWINGS - The CONTRACTOR shall maintain a neatly marked set of record drawings showing the final locations and layout of all piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, in full accordance with and showing all field instructions, change orders and construction adjustments. Drawings shall indicate location of subgrade structures left in place.

Drawings shall be always subject to the inspection of the ENGINEER and progress payments may be withheld if drawings are not current. At the final inspection the CONTRACTOR shall submit to the inspector, for review and comment by the ENGINEER, one (1) set of marked record drawings. Drawings shall be stamped "AS BUILT", dated, and signed by the CONTRACTOR. The work will not be formally accepted until the drawings are accepted by the ENGINEER.

- 1-43 STATE LABOR STANDARDS PROVISIONS - State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All CONTRACTORS and SUBCONTRACTORS are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the CONTRACTOR or SUBCONTRACTOR shall forfeit, as a penalty, twenty-five (\$25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, notwithstanding the provision of Sections 1810-1814, employees of CONTRACTORS who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

- 1-44 PAYROLL RECORDS - Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the WORK. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776. Certified payrolls shall be submitted to OWNER weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

- 1-45 OVERTIME INSPECTION FEES - The CONTRACTOR shall pay CITY for all overtime inspection in accordance with existing resolutions or fee schedule of the CITY unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and CITY-designated holidays, and hours worked by the inspector other than those of the normal CITY working day.

- 1-46 CLAIMS FOR ADDITIONAL TIME - Extension of time, when granted, will be based upon the effect of delays to the WORK as a whole and will not be granted for non-controlling delays to minor included portions of the WORK unless it can be shown that such delays did, in fact, delay the progress of the WORK as a whole. The CONTRACTOR shall not be entitled to damages or additional payment due to these delays except when CITY is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. No compensation for WORK delays prior to the original Contract duration shall be paid.

If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of WORK, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required "Extra Work", action or inaction by the CITY, or other specific reasons as may be further described in the Specifications may constitute such a delay.

If the CONTRACTOR is delayed by the failure of the CITY to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the WORK, after written request therefore, the CONTRACTOR shall be entitled to an extension of time as provided herein.

- 1-47 RECYCLING - The City of Madera encourages all CONTRACTORS, SUBCONTRACTORS, vendors and suppliers to recycle in accordance with current industry best practices and as required by the State of California recycling of construction materials.

All asphalt concrete to be removed shall be removed by grinding and the grindings shall become City-Owned Material and shall be hauled to the **Talley Sand & Gravel at 12483 Road 29, Madera, California, and dispose of at that location as specified by the Engineer.**

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll-off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.

The city will provide the proper documentation form: however, other forms of documentation can be used as long as it is deemed by city staff to be acceptable and complete. See Appendix B and Appendix D for debris management report.

- 1-48 COLLECTION, TRANSPORT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS - The City of Madera requires all Contractors, Subcontractors, vendors and suppliers to utilize Mid Valley Disposal for collection, transportation, and reporting of all construction and demolition debris. See Appendix B and Appendix D.

**SECTION 2**  
**SPECIAL CONDITIONS**

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## SECTION 2

### SPECIAL CONDITIONS

2-1 REQUIREMENTS - It is required that there be constructed and completed in accordance with the  
**“CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014”**

2.2 DESCRIPTION OF THE WORK - The principal components of the WORK to be performed under these CONTRACT DOCUMENTS included but are not limited to the following:

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42” CIPP, 16,114 LF of 48” CIPP, 26 manhole frame and cover replacements, three (3) manhole coatings, and nine (9) grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

2-3 LABOR - If any SUBCONTRACTOR or person employed by the CONTRACTOR shall appear to the ENGINEER to be incompetent or to act in a disorderly or improper manner, they shall be removed immediately on the request of the ENGINEER, and that person shall not again be employed on the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

The work shall at all times be executed under safe working conditions, and the conditions of work shall be subject to inspection and correction by the ENGINEER or safety inspectors of the OWNER.

2-4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK - The CONTRACTOR shall commence WORK and shall complete all of the WORK in accordance with the schedule and within the time stated in the BID. The capacity of the CONTRACTOR's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the ENGINEER and shall be such as to ensure the completion of the WORK in accordance with the required schedule and within the time specified.

2-5 SCHEDULE OF WORK - The CONTRACTOR shall submit a schedule of work for the improvements for review at the pre-construction meeting. This schedule shall indicate the date the CONTRACTOR will obtain any and all permits from outside agencies, including a permit from the Division of Industrial Safety for any excavation five (5) feet or more in depth. This schedule shall show all items of work and expected construction times for each item. Special Attention is noted in which the water tower can only be taken out of service for interior sandblasting / recoating starting December 1, 2023 till February 29, 2024. All other work items can be scheduled around this time frame. The tank shall be placed back in service by March 1, 2024. This schedule shall be revised every two (2) weeks as required and submitted to the ENGINEER. The ENGINEER may withhold progress payments for failure of the CONTRACTOR to submit a schedule of work.

2-6 SEQUENCE OF WORK - The CONTRACTOR shall schedule work with the utmost diligence and execute the work expeditiously so as to minimize public inconvenience or down time.

2-7 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY - The existence and location of public and private utilities indicated on the DRAWINGS are not guaranteed and any additional utilities and facilities not shown on the DRAWINGS shall be investigated and protected by the CONTRACTOR. The CONTRACTOR shall be held responsible for damage to and for maintenance and protection of existing pipelines, irrigation facilities, public utilities, driveways, alleys, sidewalks, curbs and gutters, and existing fences.

Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The CONTRACTOR shall adequately protect all adjoining property and structures from damage, whether within or without of the OWNER-furnished rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from WORK done under this Contract. Unless otherwise provided, the CONTRACTOR shall repair or replace all existing improvements (e. g. curbs, sidewalks, driveways, fence, signs, utilities, street surfaces, structures, sprinkler, etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension, whether within the right-of-way or on private property. All repairs and replacements for items on private properties shall be made within seven (7) calendar days.

All costs to the CONTRACTOR for protecting, removing and restoring existing improvements shall be included in the various bid items and no separate payment will be made therefore.

It shall be the CONTRACTOR's responsibility to notify the Underground Service Alert (USA) Organization for utility undergrounding permits per Section 4216 of the Government Code. The CONTRACTOR shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The USA North's - Underground Service Alert phone number is 811/1-800-227-2600.

The CONTRACTOR shall use extreme care during construction to prevent damage from dust to adjacent property. The CONTRACTOR shall sprinkle the areas where the passage or operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the ENGINEER. The CONTRACTOR shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the CONTRACTOR'S operations.

The CONTRACTOR shall be responsible for all damage or injury which may result to property, outside of the construction right-of-way or within the right-of-way where so noted, from the CONTRACTOR'S operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said CONTRACTOR or any of his subcontractors or employees.

2-8 PROJECT SITE MAINTENANCE - Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the work site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

CONTRACTOR shall maintain site in accordance with the City of Madera NPDES Permit for their storm drainage system. Copy of said permit is available at the office of the City of Madera ENGINEER.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup, dust control, and project site maintenance costs shall be absorbed in the CONTRACTOR'S bid.

- 2-9 NOTIFICATION - All homeowners and businesses affected by the construction shall be notified five (5) days in advance of the Work. The notification shall be in a form of a written posting, stating the time and date that the activities will take place. Should work not occur on the specified day, a new notification will be distributed. Suitable signs shall be posted 48 hours prior to the surfacing. "No Parking" signs shall include the wording, "Vehicle Code Section 22654".
- 2-10 WATER SUPPLY - Water will be available to the CONTRACTOR for the performance of the WORK from assigned City fire hydrants. CONTRACTOR will be billed monthly for metered fire hydrant water. Prior to the use of any hydrant, the CONTRACTOR shall notify the Madera Public Works Department and a representative from the Public Works Department will install a meter furnished by the Public Works Department on the fire hydrant. It will be the CONTRACTOR'S responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. The CONTRACTOR is responsible for security of the City-furnished meter. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. Payment of work specified above shall be included in the unit and lump sum prices bid in the schedule for the various items of WORK. Refer to Bid Items 3, 4, 5, and 6 of the "Bid Schedule", located under the "BIDDING AND CONTRACTUAL DOCUMENTS" section of these specifications. See Appendix C for the City of Madera water requirements and water system map.
- 2-11 MATERIALS FURNISHED BY OWNER - No labor, material, or other facilities shall be provided by the OWNER unless otherwise indicated on the DRAWINGS or in the SPECIFICATIONS.
- 2-12 MATERIALS FURNISHED BY CONTRACTOR - Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the WORK. The City of Madera shall be provided a copy of all water meter purchases showing the date meters were ordered, confirmation from the vendor that the order was received, and the expected delivery date. The delivery dates shall be incorporated into the schedule referenced in Section 2-5. Mobilization shall not commence until delivery of the water meters has commenced.
- 2-13 REQUEST FOR EXTENSION OF TIME - No extension of time shall be made for delay occurring more than seven (7) calendar days before a claim is made therefore in writing to the ENGINEER. In the case of a continuing cause of delay, only one claim is necessary.
- 2-14 RIGHTS-OF-WAY - The CONTRACTOR shall not be entitled to extra compensation for hardships and increased cost caused by the WORK being adjacent to telephone-telegraph lines and guide wires, power lines and guide wires, buildings, fences, pipelines, ditches, roadways, and other obstacles, which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement

may necessitate special methods of construction of the WORK. If the CONTRACTOR desires to utilize additional area, he shall obtain the necessary written approvals from the landowner.

No additional compensation shall be paid to the CONTRACTOR for the cost of obtaining additional right-of-way or for the inability to obtain such.

## 2-15 TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS

2-15.1 TRAFFIC SAFETY AND ACCESS - The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. A schedule of work shall be submitted to the ENGINEER for approval prior to the start of construction. CONTRACTOR shall immediately notify ENGINEER of any changes to the approved schedule.

The CONTRACTOR shall submit a traffic control plan to the ENGINEER, City CM, City of Madera Traffic Engineering, and County of Madera Public Works Department for approval before the start of construction.

The CONTRACTOR shall backfill all trenches at the end of each working day. The CONTRACTOR shall place and compact backfill in trenches as required to obtain a stable foundation daily for traffic use. In paved areas, three (3) inches of "cold mix" asphalt concrete shall overlay the compacted backfill and be installed daily. Temporary paving work shall be completed to the satisfaction of the ENGINEER. A stockpile of "cold mix" asphalt concrete shall be kept at the project site. There shall be no exception to this requirement.

Public ingress-egress to all streets including driveway access for residences and businesses shall be maintained at all times.

Where necessary, the CONTRACTOR shall place ramps, temporary driveways or steel plates.

Work will not be permitted on Sundays. The CONTRACTOR must submit an application for Saturday work at least 7 (seven) days in advance of the Saturday in question. Overtime expenses will be charged to the CONTRACTOR for approved Saturday work.

Before the CONTRACTOR commences work, he shall discuss with the ENGINEER his proposal for controlling access during the work.

All costs to the CONTRACTOR for complying with the provisions of this section shall be included in various bid items and no separate payment will be made.

2-15.2 PUBLIC SAFETY - The CONTRACTOR shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with the provisions of these and all other applicable laws, ordinances and regulations.

2-15.3 TRAFFIC CONTROL - The CONTRACTOR shall be solely and completely responsible for furnishing, installing and maintaining all warning signs and devices, necessary to safeguard the general public and



the work, and to provide for the proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. All traffic control devices left in use over-night shall be illuminated. Arrow boards will be required for lane closures. The CONTRACTOR shall submit a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction to the ENGINEER for review and approval. This plan shall be submitted a minimum of 14 working days prior to the start of work within the street right-of-way. The CONTRACTOR will not be allowed to begin work until an approved plan is on file with the ENGINEER. Approval by the ENGINEER shall in no way relieve the CONTRACTOR from always maintaining proper controls.

- 2-16 STORAGE OF EQUIPMENT AND MATERIALS - Construction equipment shall not be stored in streets, roads or highways without obtaining the approval of the ENGINEER, and then not for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (5) days after unloading shall be stored elsewhere by the CONTRACTOR at his expense unless he is authorized additional storage time. Construction equipment shall not be stored at the work site before its actual use on the work and not for more than five (5) days after it is no longer needed on the work. Time necessary for repair or assembly of equipment may be authorized by the ENGINEER.
- 2-16.1 STOCKPILE SITES - Any sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way in a location identified by the ENGINEER. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement with the Owner shall be provided to the ENGINEER prior to commencing operations.
- 2-17 GENERAL PROVISIONS - The specification of any action or remedy that may be taken by the OWNER or the ENGINEER pursuant to the terms hereof for the failure of the CONTRACTOR to perform this Contract or for the breach hereof or for indemnity shall not be the exclusive action or remedy of the OWNER or the ENGINEER, but shall be cumulative with all other actions, rights, and remedies contained herein
- 2-18 CLEAN AIR ACT OF 1970 ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACTS AS AMENDED BY THE CLEAN WATER ACT OF 1977 - CONTRACTOR agrees to comply with Federal clean air and water standards during the performance of this Contract. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) plan as is applicable for the project and shall be prepared and submitted for approval prior to the start of the work. The plan shall be prepared by an authorized QSD and approved by the CITY ENGINEER.

The Contractor shall coordinate with the City of Madera and file a Notice of Intent (NOI) to comply with associated construction activity of this project with the State Water Resources Control Board, and shall pay the fees required. The CONTRACTOR and SUBCONTRACTORS shall be regulated by the general construction permitting. The City's Storm Water Pollution Prevention Plan (SWPPP) is on file at the office of the City ENGINEER.

Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work for compliance with this special condition shall be included in the Contract BID ITEM price or within the various BID items and no additional compensation will be allowed therefore..

- 2-19 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

2-20 HAZARDOUS MATERIAL AND CHANGED CONDITIONS

- A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER, in writing, of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provision of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The ENGINEER shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- C. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2-21 ACCESS TO PROPERTY - Pedestrians and vehicular access to properties shall be provided and maintained at all times. Exceptions include during the actual placing of concrete or, for very short periods, during paving operations. Access shall be safe and reasonable for pedestrians and for motor vehicles used by property owners and emergency vehicles (fire, police, and ambulance). The ENGINEER will make the sole determination of what is safe and reasonable.

2-22 HOURS OF LABOR - The CONTRACTOR shall forfeit, as penalty to the OWNER, the sum of twenty-five (\$25.00) for each laborer, worker, mechanic, and any subcontractor under him for each calendar day during which such laborer, worker, mechanic or subcontractor is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the CONTRACTOR with reasonable notice and written permission of the ENGINEER. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or City holidays, except such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

City holidays shall be defined as those holidays annually observed by the City. These are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday (4hrs), Memorial Day, Independence

Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, (a total of 11½ days). City staff shall not work on City recognized Holidays unless the Contractor agrees to cover the cost of staff time.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. CONTRACTOR agrees the ENGINEER shall deduct such charges from payment due the CONTRACTOR.

2-23 DUST CONTROL - CONTRACTOR shall prepare and provide a dust control plan in accordance with San Joaquin Valley Unified Air Pollution Control District requirements. Said plan shall be approved prior to start of construction. All cost for preparing said plan and acquiring approval shall be included in CONTRACTOR's bid. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District's Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PM10) from construction activities:

"All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area.

- a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions; or
- b. Where a chemical dust stabilizer or suppressant, watering shall be applied to effectively limit visible dust emission; or
- c. Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required.

- a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions.
- b. Where a chemical dust stabilizer or suppressant is used, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions.

No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking.

All operations shall limit track-out and expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures.

In addition to restrictions imposed by local agencies, the use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from subject paved roads shall be prohibited.”

- 2-24 NOISE CONTROL - Noise generating construction equipment activities shall be limited to 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays. No noise generating construction activities shall be permitted on Sundays and holidays.

All construction equipment shall be maintained according to manufacturers’ specifications and noise generating construction equipment shall be equipped with mufflers.

- 2-25 CLEAN-UP - The CONTRACTOR shall clean up the job site prior to acceptance of the WORK. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance. Any damage to paint work caused from spillage or splattering, or from prime coating, paving or seal coating operations shall be corrected. All areas such as man-ways, gutters, and intersections shall have the surfacing mix removed as specified by the ENGINEER. The CONTRACTOR shall remove, on a daily basis, any debris associated with the performance of the WORK.

- 2-26 SPREADING EQUIPMENT - Except as herein specified, pavers shall be capable of spreading and finishing asphalt concrete true to line, grade and crown as required in State Standard Specification, Section 39.

- Pavers shall be equipped with quick and efficient steering devices and shall have reverse as well as forward travelling speeds;
- Pavers shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with distributing screws of the reversing type to place the mixture uniformly in front of the screed;
- The screed shall be equipped with a controlled heating device for use when required. The screed shall strike off the mix to the depth and cross section specified without the aid of manual adjustments during operations;
- Particular attention shall be directed to the setting, clearance and wear condition of the tamper bar on paver screeds so equipped.

- 2-27 24-HOUR CUSTOMER ACCESS - Service Provider must respond to calls from customers or the City concerning leaks, loss of service and other problems associated with installations on a 24-hour per day basis. Service Provider must respond within one (1) hour of receiving the call and mobilize to correct any problems within three (3) hours of receiving the call.

**SECTION 3**

**CITY OF MADERA**

**STANDARD SPECIFICATIONS AND PLANS**

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## SECTION 3

### STANDARD SPECIFICATIONS AND PLANS

The Standard Specifications and Standard Drawings are available online at <https://www.madera.gov/home/departments/engineering/standard-drawings/>. These online specifications and drawings are the most current, approved issue and shall be incorporated where applicable.

The following indicated provisions of the City of Madera's Standard Specifications, dated April 2005, are hereby referred to and incorporated herein as though set forth in full.

### STANDARD SPECIFICATIONS

SECTION	TITLE
1.	TERMS, DEFINITIONS
2.	SCOPE AND CONTROL OF THE WORK
3.	CHANGES IN WORK
4.	CONTROL OF MATERIALS
5.	UTILITIES
6.	PROGRESS AND ACCEPTANCE OF WORK
7.	CONTRACTOR'S RESPONSIBILITIES & CONDUCT
8.	MEASUREMENT AND PAYMENT
9.	RESERVED
10.	CLEARING AND GRUBBING
11.	EXCAVATION & GRADING
12.	AGGREGATE SUBBASE AND AGGREGATE BASE
13.	ASPHALT CONCRETE PAVEMENT
14.	CONCRETE IMPROVEMENTS
15.	TRAFFIC DIVIDER ISLANDS
16.	TRENCHING AND TRENCH RESURFACING
17.	SANITARY SEWER PIPE AND APPURTENANCES
18.	BIKE LANE GUIDELINES
19.	JACKING PIPE
20.	STORM DRAINAGE PIPING AND STRUCTURES
21.	DOMESTIC WATER FACILITIES DESIGN CRITERIA
22.	WATER FACILITIES
23.	TRAFFIC SIGNALS
24.	DEMOLITION OF BUILDINGS
25.	PLANTING AND IRRIGATION SYSTEMS
26.	RESERVED
27.	CONSTRUCTION PLAN SUBMITTALS
28.	TRAFFIC STRIPES AND PAVEMENT MARKINGS
29.	CONCRETE MASONRY WALL
30.	ORNAMENTAL STREET LIGHTING
31.	TRAFFIC SIGNALS

## STANDARD PLANS

PLAN NUMBER	TITLE
B-1	FOUR (4) INCH MASONRY WALL
B-2	SIX (6) INCH MASONRY WALL
B-3	CHAINLINK FENCE DETAILS
B-4	COMPLEX DIRECTORY SIGN
B-5	PEDESTRIAN RAMP
B-6	PEDESTRIAN RAMP
B-7	DOWNTOWN STREETScape TREE WELL & GRATE DETAIL
E-1	SURVEY MONUMENT
E-2	PROPERTY MONUMENT DETAILS
E-3	ELEVATION BENCHMARK DETAILS
E-4	OFF-STREET PARKING REQUIREMENTS
E-5	BLANK
E-6	PARKING LOT DETAILS
E-7	TYPICAL REFUSE CONTAINER ENCLOSURE DETAILS
S-1	48 INCH SEWER MANHOLE
S-2	60 INCH SEWER MANHOLE
S-3	WASTE WATER SAMPLING MANHOLE
S-4	DROP MANHOLE TYPE "A"
S-5	DROP MANHOLE TYPE "B"
S-6	CAST IRON MANHOLE FRAME AND COVER
S-7	LAMP HOLE SEWER CLEANOUT
S-8	PIPE BEDDING & TRENCH BACKFILL (for concrete encasement, 6" – 24" pipe)
S-9	CONCRETE SUPPORT FOR UNDERCUT PIPELINES 12" OR LARGER
S-10	PIPE BEDDING & TRENCH BACKFILL
S-11	SAND AND GREASE INTERCEPTOR
S-12A	SEWER HOUSEBRANCH CONNECTION DETAILS "A"
S-12B	TEMPORARY CLEANOUT
S-13	HOUSE BRANCH CONNECTIONS
S-14	INSTALLATION OF SEWER PIPE IN JACKED STEEL CASING
SD-1	STORM DRAIN BASIN REQUIREMENTS
SD-2A	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2B	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2C	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2D	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2E	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2F	STORM DRAIN BASIN OUTLET STRUCTURE



<b>PLAN NUMBER</b>	<b>TITLE</b>
SD-2G	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
SD-2H	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
ST-1	CONCRETE VALLEY GUTTER
ST-2	RESIDENTIAL STREET
ST-3	RESIDENTIAL ACCESS STREET
ST-4	COLLECTOR STREET WITH TWO WAY LEFT TURN LANE
ST-5	ARTERIAL STREET
ST-6	FRONTAGE STREET
ST-7	CONCRETE VALLEY GUTTER IN ALLEYS
ST-8	COMMERCIAL AND RESIDENTIAL CONCRETE ALLEY APPROACH
ST-9	STRUCTURAL SECTION FOR RESIDENTIAL BOUNDARY STREET
ST-10	STRUCTURAL SECTION FOR COLLECTOR BOUNDARY STREET
ST-11	CUL-DE-SAC DETAIL (DEAD END ROAD)
ST-12	TYPICAL CURB AND CURB & GUTTER
ST-13A	SIDEWALK AND APPROACH DETAIL – 1
ST-13B	SIDEWALK AND APPROACH DETAIL – 2
ST-14	SIDEWALK AND APPROACH DETAIL – 3
ST-15	NEW DRIVEWAY WITH EXISTING GUTTER
ST-15A	NEW ADA DRIVEWAY WITH EXISTING GUTTER DRIVEWAY
St-16A	MINIMUM FACE OF CURB RADIUS
ST-16	CURB ACCESS RAMP
ST-17	SIDEWALK CHANNEL DRAIN NEW OR EXISTING
ST-18	STORM WATER INLET
ST-19	UTILITY LOCATION IN STREET AREA
ST-20	LED STREET LIGHT INSTALLATION
ST-21	STREET LIGHT POLE NUMBERING
ST-22	STREET LIGHT CONCRETE PULL BOX
ST-23	STREET LIGHT CONNECTION DIAGRAM
ST-24	SPECIFICATIONS STREET LIGHT INSTALLATION
ST-25	STREET NAME SIGN, STOP SIGN, AND SIGN POST ASSEMBLY
ST-26	STREET NAME SIGN
ST-27	GUARD PANEL
ST-28	PROTECTION POST
ST-29	STREET EXCAVATION, BACKFILL & SURFACE RESTORATION
ST-30	DECORATIVE STREET LIGHTS DOWNTOWN PARKING DISTRICT ONLY
W-1	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-2	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-3	THRUST BLOCK BEARING AREA

<b>PLAN NUMBER</b>	<b>TITLE</b>
W-4	CAST IRON CAP FOR REPAIR OF A.C. PIPE
W-5	FIRE HYDRANT INSTALLATION WITH PROTECTOR POSTS
W-6	FIRE HYDRANT PAVEMENT MARKERS
W-7	REPLACEMENT OF HOUSE SEWER CROSSING WATER MAIN
W-8	VALVE WELL & COVER
W-9A	1" WATER SERVICE CONNECTION WITH METER
W-9B	WATER SERVICE CONNECTION & METER BOX INSTALLATION
W-10	1½", 2" SERVICE CONNECTION & METER BOX INSTALLATION
W-11	WATER SAMPLING STATION
W-13	NEW WATER MAIN CONNECTION
W-14	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY
W-15	REDUCED PRESSURE PRINCIPLE FIRE SPRINKLER SYSTEM CLASS III, IV & V
W-15B	TYPICAL ENCLOSURE BACKFLOW PREVENTION DEVICE
W-16	DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) BACKFLOW PREVENTER CLASS 1-11
W-17	WATER WELL DESTRUCTION
W-18	AIR VACUUM AND RELEASE VALVE
W-19	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-20	CONSTRUCTION WATER SOURCE
W-21	PRESSURE VACUUM BREAKER
W-22	INSTALLATION REQUIREMENTS FOR AN APPROVED AIR GAP SEPARATION
W-23	MONITORING WELL MANHOLE CONSTRUCTION DETAIL
W-24	COMPOUND METER SETTING WITH BY-PASS
W-26	FIRE HYDRANT INSTALLATION
W-27	GUARD POST DETAILS
W-28	BLOW-OFF ASSEMBLY TYPE B
W-29	AQUAGRIP GATE VALVE

**SECTION 5**  
**SPECIAL PROVISIONS**

CITY OF MADERA  
AVENUE 13 SEWER INTERCEPTOR REHABILITATION

BID SET SPECIAL PROVISIONS  
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015526	TRAFFIC REGULATIONS
015800	TEMPORARY SEWAGE BYPASS PUMPING

DIVISION 02 – EXISTING CONDITIONS

020120	PROTECTING EXISTING UNDERGROUND UTILITIES
023219	SUBSURFACE UTILITY LOCATING (POTHOLING)

SECTION 011100 COORDINATION OF WORK, PERMITS, AND REGULATIONS

1.01 DESCRIPTION

This section generally describes the project and includes work sequence and schedule, permits, and regulations.

1.02 GENERAL NATURE OF WORK

The work involves the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42” CIPP, 16,114 LF of 48” CIPP, 26 manhole frame and cover replacements, and nine (9) grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.

1.03 LOCATION OF PROJECT SITE

The project site is located in the City and County of Madera, in Madera County, CA. Phase 1 and 2 of the project starts at the intersection of Road 21 1/2 and Avenue 13 and runs about 3.6 miles due east along Avenue 13 until it hits the intersection of Road 25 and Avenue 13.

1.04 PERMITS

- A. The Contractor shall obtain and pay the fees for the following permits:

Contact the permitting agencies listed below for current fees associated with each permit.

<b>Name or Type of Permit</b>	<b>Name, Address, Telephone Number of Permitting Agency</b>
PG&E “Building and Renovation” online application, if necessary to complete the work.	<a href="https://www.pge.com/en/account/service-requests/building-and-renovation.html">https://www.pge.com/en/account/service-requests/building-and-renovation.html</a>
UPRR “Right of Entry/Temporary Use of Railroad Property” Permit	<a href="https://www.up.com/real_estate/tempuse/index.htm">https://www.up.com/real_estate/tempuse/index.htm</a> For questions contact Thomas Leddy with UPRR at: <a href="mailto:tleddy@up.com">tleddy@up.com</a> (402) 544-8571
Madera County Encroachment Permit	County of Madera 200 W. 4th Street, 3rd Floor Madera, CA 93637

	Tel: (559) 675-7811
Madera Irrigation District (MID) Encroachment Permit	Madera Irrigation District 12152 Rd 28 1/4, Madera, CA 93637 Tel: (559) 673-3514

- B. The following permissions for the work have been or will be obtained by the Owner:
1. City of Madera “Right of Entry” permits, for access to privately owned properties.
  2. UPRR “Right of Entry/Temporary Use of Railroad Property” permit.
- C. The permits contain requirements that affect the cost of project work and some permanent permits require supplementary work permits and fees to execute construction. Comply with the permit requirements and obtain and pay the fees involved with the supplementary work permits.

END OF SECTION

## SECTION 012000 MEASUREMENT AND PAYMENT

### 1.01 WORK LISTED IN THE SCHEDULE OF WORK ITEMS

- A. Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.
- B. The unit prices and lump-sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the contract documents.
- C. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

### 1.02 WORK NOT LISTED IN THE SCHEDULE OF WORK ITEMS

- A. The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the Bid Form are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the Bid.
- B. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

### 1.03 FURNISHING AND MAINTAINING DEWATERING AND UNWATERING FACILITIES

Furnishing and maintaining dewatering and unwatering facilities for diversion and control of water during the contract period will not be paid as a separate item. The costs of furnishing and maintaining such facilities shall be included in the various listed work items of the Bid Schedule for which the dewatering and unwatering facilities are required.

### 1.04 MOBILIZATION AND DEMOBILIZATION – BID ITEM 1

- A. Payment for mobilization (90% of bid item) shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance and has approved submittals. Payment for demobilization (10% of bid item) shall be made at the time of the final progress payment and once all equipment and materials have been removed from the project site and the post construction cleaning has been completed.

- B. A lump sum bid item for “Mobilization and Demobilization”. It shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. For the establishment of all offices, buildings, and other facilities necessary for work on the project, and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site. The Contractor’s lump sum bid for this bid item shall not exceed \$600,000.

1.05 TRAFFIC CONTROL – BID ITEM 2

- A. A lump sum bid item for “Traffic Control”. Reference is made to Section 2-15 of SECTION 2 “SPECIAL CONDITIONS” and Section 015526 “Traffic Regulations” that are included in these specifications. Payment for Traffic Control shall be made on a percent complete basis per drawings and specifications, based on the lump sum amount.
- B. “Traffic Control” shall consist of designing a traffic control plan, constructing, maintaining and removing temporary paved detours, establishing, maintaining and discontinuing temporary alternative route detours, providing and maintaining traffic control, providing access to properties in the vicinity of the work, and providing for the convenience and safety of the public and public traffic, in conformance with the provisions in the Specifications, and as directed by the County and City’s Traffic Engineer.
- C. The Contract price for this bid item shall include full compensation for furnishing materials, tools, labor, equipment, and incidentals. It shall also include cost for doing all the work involved in “Traffic Control”, complete in place, including preparing and securing the City and County Traffic Engineer’s approval of the traffic control plan; flaggers; furnishing, installing, and maintaining traffic control signs and devices; pavement markings; channelizers; and chain link fence. All work shall be done in conformance with the Engineer’s directions and the Specifications’ provisions.

1.06 PRE-PROJECT CCTV AND CLEANING – BID ITEM 3

- A. A lump sum bid item for “Pre-Project CCTV and Cleaning” existing sewer pipe. Payment for Pre-Project CCTV and Cleaning shall be made on a percent complete basis per drawings and specifications, based on the lump sum amount. Reference is made to section 330131 “Sanitary Sewer System Television Inspection” of these Specifications. This bid item includes video recording, identifying, and cleaning prior to installation of new Cured-in-Place Pipe. All work shall be done in conformance with these Specifications and the Project Plans.
- B. The contract price for “Pre-Project CCTV and Cleaning” shall include full compensation for furnishing all labor, materials, tools, equipment, water, incidentals, and for doing all the work involved in “Pre-Project CCTV and Cleaning," complete in place, including initial and final video inspection, and pre-rehabilitation cleaning, in conformance with the Engineer’s directions and the Specifications’ provisions.



1.07 DEBRIS REMOVAL – BID ITEM 4

- A. Unit price bid item, per 10 cubic yards of debris, for “Debris Removal” from inside the existing sewer pipe during pre-project CCTV and cleaning. Payment for debris removal will be made per 10 cubic yards of debris removed per drawings and specifications, up to 30 cubic yards of debris for the entire project. Reference is made to section 330131 “Sanitary Sewer System Television Inspection” and section 330140 “Cured-in-Place Sewer Pipe Lining” of these Specifications. All work shall be done in conformance with these Specifications and the Project Plans.
- B. The contract price for “Debris Removal” shall include full compensation for furnishing all labor, materials, tools, equipment, water, incidentals, and for doing all the work involved in “Debris Removal,” complete in place, in conformance with the Engineer’s directions and the Specifications’ provisions.

1.08 42” CURED-IN-PLACE PIPE LINER – BID ITEM 5

- A. Unit price bid item, per linear foot, for cured-in-place pipe (CIPP) liner in existing sewers of the sizes specified in the Bid Proposal. Measurement for payment will be made per Linear Foot of CIPP Liner placed per drawings and specifications. Reference is made to Section 330140 "Cured-in-Place Sewer Pipe Lining” of these Technical Specifications and as indicated on the drawings. CIPP liner under these bid items shall consist of furnishing and installing CIPP liners of the specified sizes and thicknesses as shown on the Plans, in conformance with the Engineer’s directions, and the Specifications’ provisions.
- B. The contract prices for the CIPP liner bid items shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in furnishing and installing the CIPP liner, complete in place, including trimming protruding services and laterals, curing, curing water and disposal, testing by the Contractor’s Approved Testing Laboratory, and applying epoxy coating to the manhole benches and flow channels of existing manholes along the rehabilitation sewer, including terminal manholes, by applying epoxy coating to the CIPP liner end terminations in conformance with the Engineer’s directions and the Specifications’ provisions.
- C. The quantities shown on the Bid Proposal are calculated by taking the distance from the center of the manhole at the beginning of the CIPP liner alignment to the center of the manhole at the end of the CIPP liner alignment for each continuous sewer run. If the sewer passes through a structure where it is known that a CIPP liner cannot be installed, the distance through the structure is subtracted. Nothing is subtracted for intermediate manholes. Payment will only be made for actual liner installed.

1.09 48” CURED-IN-PLACE PIPE LINER – BID ITEM 6

- A. Unit price bid item, per linear foot, for cured-in-place pipe (CIPP) liner in existing sewers of the sizes specified in the Bid Proposal. Measurement for payment will be made per Linear Foot of CIPP Liner placed per drawings and specifications. Reference

is made to Section 330140 "Cured-in-Place Sewer Pipe Lining" of these Technical Specifications and as indicated on the drawings. CIPP liner under these bid items shall consist of furnishing and installing CIPP liners of the specified sizes and thicknesses as shown on the Plans, in conformance with the Engineer's directions, and the Specifications' provisions.

- B. The contract prices for the CIPP liner bid items shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in furnishing and installing the CIPP liner, complete in place, including trimming protruding services and laterals, curing, curing water and disposal, testing by the Contractor's Approved Testing Laboratory, and applying epoxy coating to the manhole benches and flow channels of existing manholes along the rehabilitation sewer, including terminal manholes, by applying epoxy coating to the CIPP liner end terminations in conformance with the Engineer's directions and the Specifications' provisions.
- C. The quantities shown on the Bid Proposal are calculated by taking the distance from the center of the manhole at the beginning of the CIPP liner alignment to the center of the manhole at the end of the CIPP liner alignment for each continuous sewer run. If the sewer passes through a structure where it is known that a CIPP liner cannot be installed, the distance through the structure is subtracted. Nothing is subtracted for intermediate manholes. Payment will only be made for actual liner installed.

#### 1.10 BYPASS PUMPING – BID ITEM 7

- A. A lump sum bid item for "Bypass Pumping". Payment for Bypass Pumping shall be made on a percent complete basis per drawings and specifications, based on the lump sum amount. Reference is made to section 015800 Temporary Sewage Bypass Pumping. This bid item includes all work and equipment required for temporarily diverting sewage around work areas or interrupting flow for a short duration. Work shall be done in conformance with these Specifications, the Project Plans, and the Contractor's submitted Bypass Pumping Plan and Spill Prevention Control and Countermeasure Plan.
- B. "Bypass Pumping" shall include, but is not limited to, the temporary bypassing and dewatering of sewers during internal television inspection (CCTV), cleaning operations, rehabilitation, and inspection of the project pipelines, manholes, and service laterals during the rehabilitation prior to reconnection to the existing sanitary sewer system.
- C. The Contract price for "Bypass Pumping" shall include full compensation for furnishing all labor, materials, tools, supervision, inspections, equipment, incidentals, and for doing all the work involved in "Bypass Pumping", in conformance with the provisions in the Bid Specifications and required permits, and as directed by the City's Construction Manager. It shall also include permits, preparation of detailed temporary wastewater handling plans and calculations, 24/7 monitoring, preparation of an emergency spill response plan, sewer service interruptions and notifications, and related facilities or improvements constructed at the Contractor's option, including sewer service cleanouts as shown on the Plans in conformance with the provisions in the Specifications, and as

directed by the Engineer. The cost for all work related to and involved in an emergency spill response shall be paid for by the contractor at no additional cost to the City.

1.11 MANHOLE FRAME AND COVER REPLACEMENT – BID ITEM 8

- A. A unit price bid item for each "Manhole Frame and Cover Replacement". Measurement for payment will be made per each new manhole frame and cover installed per details B "48" Sewer Manhole Detail" and A "Manhole Frame and Cover Detail" on sheet C-502 of the Plans and specifications.
- B. "Manhole frame and cover replacement" shall consist of the removal of the existing manhole frame, cover, and concrete collar and installing a new manhole frame, cover, and concrete collar per the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.
- C. The contract price for "Manhole frame and cover replacement" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in "Manhole Frame and Cover Replacement", complete in place as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

1.12 MANHOLE REHABILITATION AND PROTECTIVE COATING – BID ITEM 9

- A. A unit price bid item for each "Manhole Rehabilitation and Protective Coating". Measurement for payment will be made per each manhole rehabilitation and protective coating done per the Plans and Specifications Section 099720.
- B. "Manhole Rehabilitation and Protective Coating" shall consist of the rehabilitation and protective coating of the manhole per details B sheet C-501 "CIPP Liner Termination at Manhole Without Intersecting Sewer Detail" and D sheet C-501 "CIPP Liner Through Manhole With or Without Intersecting Pipe Detail", in conformance with the provisions in the Specifications, and as directed by the Engineer.
- C. The contract price for "Manhole Rehabilitation and Protective Coating" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in "Manhole Rehabilitation and Protective Coating", complete in place as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

1.13 TRIM HANGING SEAL RINGS – BID ITEM 10

- A. A unit price bid item to remove each pipe section seal ring that has failed.
- B. Measurement for payment will be made per each new seal ring removed.

1.14 TRIM PROTRUDING LATERAL – BID ITEM 11

- A. A unit price bid item for each lateral protruding into the sewer main to be lined.

- B. Measurement for payment will be made per each lateral that is adjusted.

1.15 PAMREX MANHOLE FRAME AND COVER – BID ITEM 12

- A. A unit price bid item for each Manhole Frame and Cover replaced with a Pamrex frame and cover. Measurement for payment will be made per each new Pamrex manhole frame and cover installed per detail C “Pamrex Ductile Iron Detail on sheet C-502 of the Plans and specifications.

1.16 GRADE RING GROUTING – BID ITEM 13

- A. A unit price bid item for each manhole grade ring regrouting.
- B. Measurement for payment will be made per each set of manhole grades that are regouted as required on the contract drawings.

1.17 UNION PACIFIC RAILROAD (UPRR) COMPANY PERMIT COMPLIANCE – BID ITEM 14

- A. A lump sum bid item for UPRR company permit compliance and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all the work involved to meet the requirements of the UPRR Company permit except railroad flagging which is covered in a separate bid item. See Appendix E for a “Sample UPRR “Right of Entry” Agreement”.
- B. The City of Madera will submit the license agreement with UPRR and pay the required fees.
- C. The Contractor shall provide Railroad Protective liability insurance as required by the railroad agreement.
- D. The Contractor shall execute a Utility Observation Agreement with RailPros Field Services (RPFS) and pay the required fees, to include RPFS inspection, traffic control, and other inspection and observation costs.
- E. The lump sum bid items includes all the above requirements as specified by the UPRR and as directed by the Engineer.

1.18 CLEARING AND GRUBBING – BID ITEM 15

- A. A lump sum bid item for “Clearing and Grubbing” and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in “Clearing and Grubbing” including protection of adjacent improvements, trees and plants, tree trimming, disposal of removed materials, saw cutting, excavation, backfill, compaction, and grading, as shown on the Drawings and in conformance with the provisions in the Specifications, and disposal to an approved location as directed by the Engineer. No additional payment will be made therefore.

1.19 MISCELLANEOUS FACILITIES AND OPERATIONS – BID ITEM 16

- A. A lump sum bid item for “Miscellaneous Facilities and Operations” which includes all miscellaneous facilities or work shown or specified on the plans and specifications or work patently necessary for the completion of the work as specified, and not specifically included in any other bid item. The Contractor’s lump sum bid for this bid item shall not exceed \$25,000. Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should the actual cost exceed this amount.
- B. This item shall include, but not be limited to the following:
1. Construction surveying if not included in other bid items.
  2. Dewatering/ Erosion Control and controlling City drainage system.
  3. Maintaining access to businesses and/or residences affected by the work.
  4. Written notices to residents.
  5. No parking signs as required with the appropriate vehicle code section(s) for towing of parked vehicles.
  6. Erosion control measures.
  7. Removal and replacement and or preservation of existing City Street Signs.
  8. Demobilization for the work.
  9. Relocation of existing Mailboxes/Replacement of post temporary and/or permanent.
  10. Adjusting existing sprinkler and irrigation systems as directed by the Engineer and as approved by the property owner.
  11. Furnishing and applying water or dust preventative to dust control.
  12. Replacement of existing improvements/facilities damaged during construction.
  13. Cleaning during construction and final cleanup.
  14. Relocating existing signage as needed.
  15. Record drawings.
  16. Potholing to verify existing pipe size, type, condition, and location prior to making connection.

17. Video surveying where indicated on the plans and not included in other bid items.

18. Protecting electrical facilities at locations shown on the plans and providing temporary support as necessary for construction.

19. Sewer/Strom Drain pipe, manhole cleaning.

C. The lump sum contract unit price includes all labor, material, equipment, tools and incidentals to install projects signs, adjust survey monuments to grade; restore irrigation systems inclusive of pipelines, sprinkler heads and other appurtenances; restore landscaping, lawns, shrubs, trees, and plants; and any item or items not covered by a bid item in accordance with the Plans and Specifications, and no additional payment will be made therefore.

#### 1.20 RAILROAD FLAGGING – ALLOWANCE 1

A. No measurement will be made for this line item.

B. Work to be paid under this line item shall include reimbursement for railroad flagging services provided by RPFS within the UPRR right-of-way (ROW). RPFS railroad flagging requirements will not be known until the UPRR permit is procured.

C. The stipulated allowance shown on the Bid Form has been set aside to reimburse the Contractor for RPFS railroad flagging fees invoiced to and paid for by the Contractor.

1. Notwithstanding the stipulated allowance, payment will be made at the exact invoiced amount plus a 5% allowance for overhead, supervision, and profit as allowed per the General Provisions.

D. Unused portions of allowance for RPFS flagging fees shall be credited to the Owner in a contract change order at project completion.

#### 1.21 PIPELINE SPOT REPAIR – ALLOWANCE 2

A. No measurement will be made for this line item.

B. Work to be paid under this line item shall include reimbursement for unanticipated pipeline spot repairs required to prepare the pipeline for installation of the cure-in-place pipeline (CIPP) liner.

C. The stipulated allowance shown on the Bid Form has been set aside to reimburse the Contractor for pipeline spot repairs.

D. Contractor to submit a proposal for completion of the required spot repair for review and approval prior to commencing with the work. Proposal shall include listings of labor, tools, equipment, and materials required to complete the spot repair.

- E. Unused portions of allowance for “Pipeline Spot Repair” shall be credited to the Owner in a contract change order at project completion.

END OF SECTION

## SECTION 013300 SUBMITTALS

### 1.01 SHOP DRAWINGS

- A. Submit shop drawings in accordance with the General Conditions.
- B. The use of contract drawing reproductions for shop drawings is subject to rejection.
- C. Submit shop drawings electronically in .PDF format compatible adobe Acrobat version 9. Files less than 5MB in size may be submitted to the Owner's Representative via email. Files larger than 5MB shall be submitted by means of a FTP server, USB flash drive, external hard drive, or other method approved by the Owner's Representative. Pages shall be scanned at a resolution necessary for legibility. Scans shall be in color where necessary for clarity. Hard copies shall be submitted upon request. Clearly indicate the equipment tag or identification number, specification section, and drawing number to which each shop drawing is referenced.
- D. If the Contractor submits shop drawings of equipment by manufacturers other than those listed in the specifications, provide the following information with the submittal:
  - 1. The name and address of at least three companies or agencies that are currently using the equipment.
  - 2. The name and telephone number of at least one person at each of the above companies or agencies whom the Owner's Representative may contact.
  - 3. A description of the equipment that was installed at the above locations. The description shall be in sufficient detail to allow the Owner's Representative to compare it with the equipment that is proposed to be installed in this project.
- E. For materials originating outside of the United States for which tests are required, provide recertification and retesting by an independent domestic testing laboratory.

### 1.02 SUBMITTAL REGISTER

Designate in a submittal register/schedule, coordinated with the construction schedule, the date for submission and the date the reviewed shop drawings, product data, and samples will be needed. The submittal register shall be on 8-1/2-inch by 11-inch or 11-inch by 17-inch sheets in a format acceptable to the Owner's Representative. The submittal register shall include the submittal description, specification section, date to be submitted, date reviewed, and date acceptable submittal is required.

### 1.03 SUBMITTAL REQUIREMENTS

- A. Make submittals promptly in such sequence as to cause no delay in the work. Schedule submission a minimum of 30 calendar days before reviewed submittals will be needed.



B. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The project title and number.
3. Contract identification.
4. The names of:
  - a. Contractor.
  - b. Supplier.
  - c. Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relationship to adjacent or critical features of the work or materials.
8. Identification of deviations from contract documents.
9. Identification of revisions on resubmittals.
10. A 5-inch by 5-inch blank space for stamps of the Owner's Representative.
11. Contractor's stamp, initialed or signed, shall certify Contractor's review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal that the product meets the requirements of the work and of the contract documents.

1.04 SUBMITTAL FORMAT

- A. Each submittal shall have a transmittal form. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. Copies not collated will be rejected.
- B. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Present a sufficient level of detail for assessment of compliance with the contract documents.
- C. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially. The submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an alphanumeric system which consists of the number assigned to the original submittal for that item followed by a letter of the alphabet to represent that it is a subsequent submittal

of the original. For example, if Submittal 25 requires a resubmittal, the first resubmittal will bear the designation "25-A" and the second resubmittal will bear the designation "25-B" and so on.

- D. Disorganized submittals that do not meet the requirements above will be returned without review.

#### 1.05 RESUBMITTALS

Resubmittal of submittals will be reviewed and returned in the same review period as for the original submittal. It is considered reasonable that the Contractor shall make a complete and acceptable submittal by the second submission of a submittal item. The Owner's Representative reserves the right to withhold monies due to the Contractor to cover additional costs of any review beyond the second submittal.

#### 1.06 CONTRACTOR'S JOBSITE DRAWINGS

Provide and maintain on the jobsite one complete set of prints of all drawings which form a part of the contract. Immediately after each portion of the work is installed, indicate all deviations from the original design shown in the drawings either by additional sketches or ink thereon. Upon completion of the job, deliver this record set to the Owner's Representative.

# SHOP DRAWING SUBMITTAL NO. \_\_\_\_\_

Michael K. Nunley and Associates, Inc.

ATTN: \_\_\_\_\_

ATTN: \_\_\_\_\_

**PROJECT**

PROJECT NO.

OWNER PROJECT NO.

CONTRACTOR PROJECT NO.

ITEM NO.	COPIES	DESCRIPTION	PREVIOUS SUBMITTAL NO.	SPEC. SECTION NO.	PLAN SHEET NO.

SUBMITTED BY: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

DATE

## SUBMITTAL RETURN (TO BE COMPLETED BY ENGINEER)

ITEM NO.	COPIES	RESUBMIT		COMMENTS
		YES	NO	

COPY:

RETURNED BY: \_\_\_\_\_

ENGINEER

\_\_\_\_\_

DATE

END OF SECTION

## SECTION 015526 TRAFFIC REGULATION

### 1.01 DESCRIPTION

This section describes procedures for traffic regulation and temporary steel plate bridging during construction in public streets.

### 1.02 STANDARD SPECIFICATIONS

Wherever reference is made to the State Specifications and Plans, such reference shall mean the State of California, California State Transportation Agency, Department of Transportation 2022.

### 1.03 SUBMITTALS

Submit, not less than 14 working days prior to start of construction operations, a traffic control plan, signed by a CA registered traffic engineer, to the owner's representative, City CM, City of Madera Traffic Engineering, and County of Madera Public Works Department for approval. Preparation of any additional traffic control plans or detail that may be required by the City of Madera or the County of Madera during the course of the work shall be the Contractor's responsibility. No work shall begin involving or requiring alternate traffic control until a traffic control plan is approved by the City of Madera and the County of Madera.

### 1.04 GENERAL

- A. Provide safe and continuous passage for pedestrian and vehicular traffic at all times.
- B. Control traffic at those locations indicated and in conformance with the approved traffic control plans and specifications.
- C. Furnish, construct, maintain, and remove detours, road closures, traffic signal equipment, lights, signs, barricades, fences, K-rail, flares, solar-powered flashing arrow signs, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor. After devices have been installed, maintain and keep them in good repair and working order until no longer required. Replace such devices that are lost or damaged, to such an extent as to require replacement, regardless of the cause of such loss or damage.
- D. Prior to the start of construction operations, notify the police and fire department in whose jurisdiction the project lies, giving the expected starting date, completion date, and the names and telephone numbers of two responsible persons who may be contacted at any hour in the event of a condition requiring immediate emergency service to remove, install, relocate, and maintain warning devices. In the event these persons do not

promptly respond or the authority deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.

- E. Provide a minimum of 48 hours' notice to the City of Madera and the County of Madera for any work which may affect signal loops, equipment, or devices. In the event that any underground utilities, traffic devices, pipes, or conduits are damaged and require emergency repair by the City of Madera or the County of Madera, all costs incurred by the City of Madera or the County of Madera in making such repairs, plus 15% for administration costs, shall be paid by the Contractor.
- F. Post temporary "No Parking - Tow Away" signs 48 hours prior to work in areas where parking is normally permitted. The City of Madera, the City of Madera Police Department, and the County of Madera shall be notified 48 hours prior to the posting of any temporary parking restrictions along the pipeline route.
- G. Coordinate the relocation of public bus and school bus routes, bus stops, and trash collection services with the agencies listed on the plans in advance of construction activity.
- H. Provide a minimum of five (5) days notice to businesses that will be impacted by construction. Notify each postal address at least five (5) working days prior to restricting parking along the project route via first class United States mail of the nature and duration of the parking restriction.

#### 1.05 TRAFFIC CONTROL DEVICES AND SIGNS

- A. Traffic control devices and temporary striping shall conform to the California Manual of Uniform Traffic Control Devices (California MUTCD, latest edition). Construction signs shall conform to the latest edition of the State of California Sign Specification Sheets.
- B. The placement of construction signing, striping, barricades, and other traffic control devices used for handling traffic and public convenience shall conform to the California MUTCD.
- C. Signs shall be illuminated or reflectorized when they are used during hours of darkness. Cones and portable delineators used for night lane closures shall have reflective sleeves. Equip barricades used in the diversion of traffic with flashers if in place during hours of darkness.
- D. During the duration of a detour, cover existing signs not in accordance with the traffic control plan. Relocate existing signs that are in force to provide visibility from all relocated traffic lanes.

#### 1.06 TEMPORARY STEEL PLATE BRIDGING

- A. When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a workday, provide steel plate

bridging with a nonskid surface and shoring to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plates used for bridging shall extend a minimum of 12 inches beyond the edges of the trench.
  2. Install steel plate bridging to operate with minimum noise.
  3. Shore the trench to support the bridging and traffic loads.
  4. Use temporary paving with cold asphalt concrete to feather the edges of the plates if plate installation by Method 2 is used.
  5. Secure bridging against displacement by using adjustable cleats, shims, or other devices.
- B. Install steel plate bridging and shoring using either Method 1 or 2:
1. Method 1 (For Speeds More Than 45 mph): The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
  2. Method 2 (For Speeds 45 mph or Less): Attach approach plate(s) and ending plate (if longitudinal placement) to the roadway by a minimum of two dowels predrilled into the corners of the plate and drilled 2 inches into the pavement. Butt subsequent plates to each other. Compact fine graded asphalt concrete to form ramps, maximum slope 8.5% with a minimum 12-inch taper to cover all edges of the steel plates. When steel plates are removed, backfill the dowel holes in the pavement with either graded fines of asphalt concrete mix or concrete slurry.
- C. Maintain the steel plates, shoring, and asphalt concrete ramps.
- D. Unless specified, use of steel plate bridging at any given location shall not exceed four consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of 3 inches of temporary layer of cold asphalt concrete.
- E. The following table shows the required thickness of steel plate bridging required for a given trench width:

<b>Trench Width (feet)</b>	<b>Minimum Plate Thickness (inches)</b>
1	1/2
1 1/2	3/4
2	7/8
3	1
4	1 1/4

- F. For spans greater than 4 feet, prepare a structural design by a registered civil engineer and submit to the Owner's Representative for review.
- G. Design steel plate bridging for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. Maintain on the steel plate a nonskid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method No. 342. The Contractor may use standard steel plate with known coefficient of friction equal to or exceeding 0.35.
- H. Use a "Rough Road" sign (W8-8) with black lettering on an orange background in advanced of steel plate bridging. This is to be used along with any other required construction signing.

#### 1.07 VEHICULAR TRAFFIC CONTROL

- A. Accomplish construction in phases by detouring traffic from its normal patterns. Restore traffic to normal patterns in each phase before proceeding to the next phase.
- B. Transition traffic lane transitions from permanent lanes to construction zone patterns in accordance with the requirements for the normal posted speed limit.
- C. Place cones spaced on 50-foot centers on the street side of the bypass pipes.
- D. Unless otherwise shown in the drawings or allowed by the City of Madera and/or the County of Madera, limit construction activities to 7 a.m. to 5 p.m. Monday through Friday . Return roadways and sidewalks to unrestricted vehicle and pedestrian usage when construction is not underway.

#### 1.08 PEDESTRIAN TRAFFIC CONTROL

- A. Maintain and delineate a minimum of one 4-foot-wide pedestrian walkway along each public street at all times during construction. Maintain existing pedestrian accesses at intersections at all times. When existing crosswalks are blocked by construction activity, install signs directing pedestrian traffic to the nearest alternative crosswalk.
- B. Erect a fence or provide other means of securement to preclude unauthorized entry to any excavation during all nonworking hours on a 24-hour basis including weekends and holidays. Said fence shall be a minimum of 7 feet high around the entire excavation, consisting of a minimum 9-gauge chain-link type fence fabric and shall be sturdy enough to prohibit toppling by children or adults. There shall be no openings under the wire large enough for any child to crawl through. Lock any gates if no adult is in attendance. Place warning signs spaced on 50-foot centers on the outside of the fence with the statement "DEEP HOLE DANGER."

#### 1.09 ACCESS TO ADJACENT PROPERTIES

- A. Maintain reasonable access from public streets to adjacent properties at all times during construction. Prior to restricting normal access from public streets to adjacent properties,



notify each property owner or responsible person, informing him of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.

- B. The bypass pipeline route passes business property with driveway access from the street: Madera Welding & Manufacturing Inc. and Sanchez Trucking Inc. To minimize access restriction to these driveways, either backfill, compact, and provide temporary pavement or provide steel plates sufficient to support vehicular traffic across the trench in front of these driveways except when actual construction is being performed in the driveway area.

#### 1.10 PERMANENT TRAFFIC CONTROL DEVICES

- A. Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above. Traffic signal modification and restoration work shall be in accordance with Section 86 of the State Specifications.
- B. Maintain daily liaison with the City of Madera and/or the County of Madera in regards to traffic diversion at signalized intersections.
- C. Contact the City of Madera and/or the County of Madera 48 hours prior to work affecting traffic signal phasing or vehicular detection loops.
- D. Provide a certified signal contractor to be responsible for all traffic modifications required to implement the traffic control plans and as directed by City of Madera or the County of Madera including installing new traffic signal heads, realigning signal heads, temporary poles and wiring, all other hardware modifications and controller modifications.
- E. Completely restore traffic signals affected by the construction to its original operation immediately upon completion of the work requiring the signal modification.
- F. Traffic Control Detection Loops: Completely replace traffic control detection loops which are cut, removed, or otherwise disturbed for construction of the pipeline to the original position or as directed by City of Madera or the County of Madera immediately after the specific stage affecting loops is completed. Check new loops for continuity from the traffic signal cabinet to assure splicing and signal operation is correct.
- G. Replace traffic signal conduits damaged to the nearest pull box, including new wire, back to the terminal, and/or back to the signal controller to the satisfaction of the owning agency before proceeding to the next construction stage. Splicing is not permitted. Report all such damage immediately to the City of Madera or the County of Madera.
- H. Restriping of Streets: Permanent restriping shall be in accordance with the requirements of the agencies having jurisdiction. Place and remove temporary striping required for traffic control during construction by sandblasting. Temporary striping includes any striping required on any pavement replaced prior to the final surface course. Replace any

damaged or obliterated raised pavement markers in accordance with the standards of the agency having jurisdiction.

END OF SECTION

## SECTION 015800 TEMPORARY SEWAGE BYPASS PUMPING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This specification covers work and equipment required for temporarily diverting sewage around work areas or interrupting flow for a short duration during tie-ins of influent pipe and junction boxes. Bypass pumping includes furnishing, installing, operating and maintaining all power, primary and standby pumps, appurtenances, bypass piping, and all the tools, labor, supervision, materials, and equipment necessary to maintain existing sewer flows and services and conforming with the Contractor's submitted Bypass Pumping Plan and Spill Prevention Control and Countermeasure Plan. The Contractor shall schedule work to minimize service outages.

No trunk main shall be plugged for more than 10 minutes without bypass and shall occur in coordination with the City and only during the Contractor's working hours while work necessitating the shutdown is performed. Longer time may be available for plugging of the line depending on time of work and will require coordination with City staff to determine allowable time limits. In addition to submitting the shutdown plan(s), the Contractor shall provide a minimum of 72 hour notice prior to the actual need for sewer shutdowns. The Contractor shall schedule work to minimize service outages.

For longer duration shutdowns the Contractor shall conform to the requirements contained herein.

#### 1.02 SUBMITTALS

Submit a Bypass Pumping Plan and Short Duration Shutdown Plan depending on the Contractor's plan of action.

##### A. Bypass Pumping Plan

Submit a bypass pumping plan prepared by a licensed California Professional Engineer to the Owner's Representative for review a minimum of 10 days prior to any planned bypass. The Owner's permission shall be obtained prior to bypass pumping. The bypass pumping plan shall consist of the following information, at a minimum, for each bypass pumping setup:

- a. Sequence of sewage flow interruption, bypass and tie-ins.
- b. Plans indicating the location of temporary sewer plugs and bypass discharge lines.
- c. Plans for passive bypassing should clearly indicate temporary piping size. All bypassed flow shall be discharged into a downstream junction box, manhole, pipe, or tank to maintain conveyance to the WWTP.

- d. Drawings shall clearly indicate the proposed manhole-to-manhole pumping sequence and shall be coordinated with the Contractor's traffic control/regulation plans.
  - e. Capacities of pumps, prime movers, and standby equipment. A completely redundant bypass system is required including pumps and appurtenances.
  - f. Design calculations proving adequacy of the system and selected equipment. This is to include any flow metering data collected, method used to establish design flows, and design flows used for sewer bypass system sizing.
  - g. Pump make, model, pump curve, design head (TDH) calculations, horsepower requirement, and noise rating.
  - h. Sewage bypass pipe material, fitting types, and details on necessary appurtenances, including pipe plugs.
  - i. Method for securing plugs to prevent floating downstream.
  - j. Plans showing details of proposed method of temporary handling of sewage flow, routing of bypass lines, containment areas, equipment location, schematic of pump set-up and discharge, proposed sequencing, and public relations procedures.
  - k. Electrical, controls, and instrumentation.
  - l. Spill Prevention, control, and countermeasure plan.
- B. Submit daily bypass pumping unit(s) and piping inspection plan
- a. A daily bypass inspection plan shall include by minimum the items that shall be checked by a 24/7 monitoring employee.
- C. Submit emergency spill response plan, which names all the contact information for the project contact. All spills must be immediately reported to John Botwright, the City of Madera Water and Sewer Operations manager, at (559) 232-7364 and to the City of Madera Sewer Division Lead at (559) 232-8767, and must notify Ellen Bitter or Frank Holguin with the City of Madera Engineering Division at (559) 661-5418.

### 1.03 JOB CONDITIONS

- 1. Schedule the order of work to minimize bypass pumping and/or shutdown durations.

2. Estimated Flow Conditions

Sheet	Phase	Sewer Main Size (in)	ADWF (MGD)	PDWF (MGD)
C-101	2	48	6.76	9.68
C-102	2	48	6.76	9.68
C-103	1/2	48	6.76	9.68
C-104	1	48	6.76	9.68
C-105	1	48	6.76	9.68
C-106	1	48	6.76	9.68
C-107	1	48	6.76	9.68
C-108	1	48	6.76	9.68
C-109	1/2	48	6.76	9.68
C-110	2	48	6.76	9.68
C-111	2	48	6.76	9.68
C-112	2	48	6.76	9.68
C-113	2	48	6.76	9.68
C-114	1/2	48	6.76	9.68
C-115	1	48	6.76	9.68
C-116	1	48	6.76	9.68
C-117	1	42	5.5	7.88
C-118	1	42	5.5	7.88
C-119	1	42	5.5	7.88
C-401 (A)	1	36	1.3	1.8

3. Existing Pipe

The plans show locations, dimensions, and elevations of existing influent piping and structures. These locations, dimensions, and elevations are based on available information. Contractor shall inspect existing structures prior to start of work and notify the Owner immediately of any discrepancies.

4. Proposed Bypass

The plans show locations of a proposed bypass including pumps, extraction points, injection points and temporary piping routing. These locations, dimensions, and elevations are based on available information. Contractor shall verify the proposed bypass locations are adequate for their proposed sequence of CIPP installation. The contractor is to submit any required or proposed deviations/modifications from the contract documents.

5. Protection

Ensure that flow to the WWTP is not disrupted. No bypassing to unprotected ground surface, receiving streams, storm drains, or bypassing which may result in groundwater contamination or potential health hazards shall be permitted.

## PART 2 - MATERIALS

### 2.01 PUMPING EQUIPMENT

Engines shall be muffled in such a manner that the maximum noise level will not exceed 80 dBA at a distance of eight feet from motors. Implement sound damping measures. Contractor is responsible to provide necessary power for standby pumps. A redundant power source is required so that there is no interruption of flow. Redundant standby pumping equipment shall be at the site continuously during bypass pumping or short duration shutdown to provide 100 percent redundant system. The standby pumps shall be connected to piping such that if the bypass duty pump fails or if interrupted sewage accumulates beyond an acceptable level, the standby pump can be online immediately. Provide manpower to continuously monitor the pumping equipment on a 24-hour basis while in operation and activate standby equipment.

### 2.02 Bypass Piping

Bypass piping shall be aluminum, galvanized steel, or fusion-welded solid wall HDPE.

## PART 3 - EXECUTION

### 3.01 PUMPING EQUIPMENT

1. Sewer bypassing shall be accomplished by pumping or diverting the upstream flow around the work.
2. All bypass shall be implanted prior to the commencement of any pre-project CCTV, cleaning, or trimming of hanging seal rings and protruding laterals.
3. Provide temporary pumps, galvanized or aluminum bypass pipe, and other equipment to bypass the sewer flow. Furnish the necessary labor, tool, equipment, and supervision to set up, operate, and monitor the pumping and bypass system. Pumps and bypass lines shall be of adequate capacity and size to handle projected flows. All bypassed flow shall be discharged into a downstream manhole. Pumps and entire bypass line shall have a sandbag berm to act as a temporary containment area.
4. Under no circumstances shall sewage or solids be deposited onto the ground surface, streets, or into unlined ditches, catch basins, storm drains or natural drainage ways. Sewage shall be handled in a manner so as not to create a public nuisance or health hazard. Storm drain inlets in the vicinity of the bypass shall be sandbagged prior to and during bypass pumping.
5. Maintain continuity of sanitary sewer service to the facility during the execution of the work. In the event that sewage backup occurs during Contractor bypass pumping and enters dwellings or other structures, the Contractor shall cleanup, repair, pay property damage costs, pay fines imposed by jurisdictional authorities, and handle all

claims arising therefrom. All spills shall be contained and returned to the sewer system.

6. Provide a designated employee(s) whose only role in the construction effort is to be responsible for continuously monitoring (24 hours a day) the bypassing operation, and all related equipment. The designated employee(s) will not be allowed to participate in any other unrelated undertaking, while the bypassing operation is in effect.
7. Complete a bypassing checklist prior to bypassing operation. The checklist will demonstrate the step-by-step inspection of the pumps, pipes, hold-down cables, plugs, and other equipment or appurtenances that will be used in the operation and sign the checklist.

### 3.02 STANDBY EQUIPMENT

Maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. Standby pumps shall be fueled and operational at all times. Maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.

### 3.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN

Prepare, submit and carry out a spill prevention, control and countermeasure plan that incorporates the following:

- A. Include or reference in the plan, materials provided as submittals per Part 1, B above.
- B. Provide in the plan a description of all emergency equipment for bypassing flow, containment, cleanup, and repair of any damage. Specifics shall include as applicable, but are not limited to:
  1. Pipe patch kits
  2. Sand bags
  3. Rubber matting
  4. Bypass pipes, pumps, and other relevant equipment
  5. Extra pumps
  6. Secondary containment in trench or other surrounding land relief
- C. Maintain equipment on site.
- D. Provide the City with at least three (3) people who can be contacted 24 hours per day by phone to address on site emergencies. Provide the daily schedule with names, phone numbers, and hourly working schedules of persons that may be

brought on site any time. Provide notification of any substitution in writing at least two days in advance. When bypassing flows, have at least one person on site 24 hours per day to monitor and maintain the bypass and implement the emergency procedures in case of an emergency.

- E. Describe the method used to protect storm drains during construction on the plan. The description shall include where the storm drains are located (simple map of sewer pipe, storm drains, waterways, and any relief features) and information that would assist in containing the spill. The plan shall describe how storm drains will be blocked in the event of a spill (what material, who will do it, how long will it take). Describe any other response-related plans (bypass pumping set ups, etc.).
- F. Coordinate the plan to protect water quality and respond to spills of sewage, groundwater, or fuels. Describe all spill prevention measures (e.g. monitoring of upstream manholes, monitoring in the trench).

In general, good housekeeping is required so no contamination reaches surface waters or storm drains when it rains. Some specifics include, but are not limited to:

- 1. Prior to start of bypassing, all storm drain catch basins that are within the vicinity of the work that could possibly take in sewage, in the event of a spill, shall be isolated with sandbags or other approved means.
  - 2. Oil pans should be under any engine that leaks oil.
  - 3. Spill response as covered below.
- G. The following spill procedures shall be incorporated into the plan in anticipation of the described failure mode, and the Contractor shall be prepared to act accordingly. If a spill is detected or a catastrophic pipe failure occurs, the immediate priority shall be to prevent any sewage from reaching surface waters and storm drains. Immediately protect all drains using rubber mats or sand bags (have sand bags on site).
- 1. When excavating and moderate leaks are discovered in the existing pipe, make coupling/clamp repairs as soon as possible to minimize sewage flow into the trench. If the leak is too large to make fast coupling repair, start bypassing (see bypassing sequence below), then make repair.
    - (1) In case of catastrophic leak, immediately start the bypassing sequence:
    - (2) Plug upstream side of manhole upstream of a catastrophic leak.
    - (3) Insert bypass pump into manhole upstream of plugged manhole. The pump shall be sized to handle peak flow of existing sewer. Provide spare pump or set up standby pump availability with rental yard.



- (4) Connect hose from pump to discharge point. (NOTE: Hose shall already be in place and connected to a downstream discharge point at all times when working near or with live sewers.)
- (5) In event of any spill, immediately and in parallel with above activities, notify John Botwright, the City of Madera Water and Sewer Operations manager, at (559) 232-7364 and the City of Madera Sewer Division Lead at (559) 232-8767, and request the City's wastewater staff to be dispatched. Give the best indication of the approximate size of the spill (<1,000 gallons is small; 1,000 gallons to 10,000 gallons is medium; and >10,000 gallons is large) to the City's staff so they can dispatch the appropriate response. Depending on the size of the spill, the City's staff might be able to assist in the response and ensure that the spill is cleaned to the City's and County's standards. If City staff is called on to assist, the Contractor shall pay for all costs incurred by the City in assisting the Contractor.
- (6) While awaiting the City's wastewater staff response, pond the water in an area that can be easily and fully recovered for discharge to the City's WWTP. This ponding activity should not impact any environmentally sensitive areas.
- (7) The Contractor shall have a Vactor unit available for any spills or at least have a subcontracted Vactor unit available on short notice.
- (8) When City's staff and any other responding staff arrive onsite, a more permanent and planned response, repair, and cleanup will ensue. Cooperate with the City to the fullest extent possible in order to minimize the impacts and volume of the spill in the most efficient manner possible.
- (9) No form of disinfection is allowed. All wash water must be contained and recovered as the sewage is.
- (10) Clean up may require a sweeper truck or other equipment. All City and County costs, time and materials, and special equipment for spill cleaning will be deducted from the Contractor's progress payment.
- (11) In the event of a spill, be prepared to document the spill with a video camera and photographs. Plan on attending a debriefing immediately after the spill is contained and cleaned up.

H. Comply with the Regional Water Quality Control Board, Madera County Health Department, and City Standards. Cooperate with City's staff and other regulators and environmental agencies.

3.04 DAMAGES

Without cost to the City or County, repair any damage that may result from the installation, operation, maintenance, and removal of the sewer bypass pumping system or short duration shutdown system. This includes but is not limited to damages resulting from inadequate or improper installation, operation and maintenance of the bypass or interruption system components, mechanical failures, or electrical failures.

If City or County staff is called on to assist, the Contractor shall pay for all costs incurred by the City or County in assisting the Contractor.

END OF SECTION

## SECTION 020120 PROTECTING EXISTING UNDERGROUND UTILITIES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section includes materials and procedures for protecting existing underground utilities.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Subsurface Utility Locating (Potholing): 023219.

### PART 2 - MATERIALS

#### 2.01 REPLACEMENT IN KIND

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.
- B. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.
- C. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead-time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

#### 3.02 PROCEDURES

- A. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

- B. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

### 3.03 COMPACTION

- A. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.
- B. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.
- C. Alternative Construction--Sand-Cement Slurry: Sand-cement slurry consisting of two sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

3.04 ADJACENT PARALLEL UTILITIES

A. The Contractor's attention is called to the following utilities:

Size and Description	Station	
	From	To
Buried high-pressure gas line*	Unknown	Unknown
Overhead electrical	28+25	28+75
Overhead electrical and underground conduit	82+00	83+75
Overhead electrical, underground conduit, and 20" irrigation line	108+50	109+50
Overhead electrical and irrigation line	129+00	129+25
Overhead electrical and 20" irrigation line	121+50	122+25
Overhead electrical and irrigation line	135+00	135+75
Overhead electrical and irrigation line	143+75	143+25
Overhead electrical and irrigation line	145+25	145+50
Overhead electrical and irrigation line	148+50	149+00
Overhead electrical	159+75	160+25
Overhead electrical	161+75	162+25
Overhead electrical	162+75	163+00
Overhead electrical	164+75	165+25
Overhead electrical	168+25	169+00
Overhead electrical	178+00	178+25
*The City of Madera has identified a possible buried high pressure gas line on the south side of Avenue 13 that runs parallel to the project alignment in a close proximity. Contractor to field verify this high pressure gas line prior to any project excavation or construction.		

B. Protect these utilities from any disturbances and repair the pipelines and associated vaults and appurtenances if they are damaged in any way.

END OF SECTION

## SECTION 023219 SUBSURFACE UTILITY LOCATING (POTHOLING)

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section includes materials and procedures for performing pothole operations to locate existing underground utilities.

#### 1.02 SUBMITTALS

- A. Submit a traffic control/protection plan per Specification Section 015526
- B. Submit proposed method of potholing, including description of equipment to be used, and schedule for potholing for approval at least seven calendar days prior to the commencement of field activities. Obtain Owner's approval of pothole locations prior to commencement of field activities.
- C. Submit field logs to the Owner within two working days after the completion of pothole excavations in each area. Include dates of potholing operations and any additional discovered information or pertinent data. Include for each pothole excavation field log:
  - 1. Pothole number.
  - 2. Date of pothole.
  - 3. Depths to top and bottom of utility (measured from existing grade over utility at pothole).
  - 4. Miscellaneous Contractor's notes.
- D. Submit temporary steel cap and/or steel plate bridging shop drawings at least seven calendar days prior to the commencement of field activities.
- E. Submit sand-cement slurry mix design at least seven calendar days prior to the commencement of field activities.
- F. Submit asphalt concrete mix design at least seven calendar days prior to the commencement of field activities.

#### 1.03 PROCEDURES

- A. Subsurface utility-locating (potholing) services shall conform to CI/ASCE 38-02. For the purpose of this scope, "locate" means to obtain the horizontal and vertical position of the utility line by excavating a circular test hole or narrow trench (where approved of and/or requested by the Owner). Construct test holes using vacuum excavation or comparable nondestructive equipment in a manner that will cause no damage to the utility.

- B. Subsurface utility locating shall consist of test hole excavations at locations indicated on the pothole plans as approved by the Owner. Narrow trench excavations (slot potholes) may be required at locations approved by the Owner or to locate multiple parallel utilities.

1.04 TIME OF COMPLETION/SCHEDULE

The Contractor shall diligently prosecute the work to completion before the expiration of 15 working days immediately following the date of the project kick-off meeting.

1.05 STANDARD SPECIFICATIONS

Wherever reference is made to the State Specifications such reference shall mean the State of California, Business, Transportation, and Housing Agency, Department of Transportation Standard Specifications, latest edition.

PART 2 - MATERIALS

2.01 SAND-CEMENT SLURRY BACKFILL AT TEST HOLES AND AT EXPLORATORY TRENCHES

Sand-cement slurry backfill shall consist of two sacks of Type I or II portland cement added per cubic yard of imported sand and sufficient water for workability.

2.02 ASPHALT CONCRETE PAVEMENT REPAIR AT EXPLORATORY TRENCHES AND AT TEST HOLES

- A. Asphalt concrete paving shall conform to Type Ain Section 39 of the State Specifications.
- B. Areas to be paved shall receive prime coat. Prime coat shall be per Section 39-4.02 in the State Specifications.
- C. Aggregate shall be Type A or B per Section 39-2.02 in the State Specifications.
- D. Paving thickness shall match existing plus 1 inch.

PART 3 - EXECUTION

3.01 POTHOLING OPERATIONS

- A. Backfill and repair test hole excavations immediately after obtaining the measurement data. Backfill and repair trench excavations requiring use of temporary steel plate bridging within four working days. Promptly provide notice to the Owner for scheduling field survey activities. Advise Owner of number of pothole excavations completed and number remaining.

- B. Underground Service Alert Requirements: Comply with Underground Service Alert requirements for notification prior to excavation. Contact Underground Service Alert at 1-800-642-2444 (or dial 811) no less than two and no more than ten days prior to the start of exploratory excavation. Verify whether or not a representative of each utility or agency will be present during excavation, and coordinate with said individual(s). Take any precautions required by the utility owner.
- C. Conduct potholing operations in a manner that minimizes the damage potential to existing underground utilities in order to ensure that the existing facilities will remain in operation without interruption.
- D. Pothole excavations shall sufficiently expose subsurface utilities to allow Contractor to easily determine and measure the following data:
  - 1. Elevation at top and bottom of utility.
  - 2. Elevation of existing grade over utility at pothole.
  - 3. Coordinates at surface.
  - 4. Outside diameter of utility or width of duct banks.
  - 5. Utility material and condition.
- E. Location and Depiction of Existing Utilities: Pothole maps for subsurface utility locating shall be present and utilized during potholing activities. The plans shall be compared to utility/agency paint markings following Underground Service Alert notification. If discrepancies are found between the plans and paint markings, promptly notify the Owner prior to commencement of any excavation

### 3.02 TRAFFIC CONTROL

Furnish, install, maintain, and remove necessary traffic signs, barricades, lights, signals, cones, pavement markings, and other traffic control devices. Perform traffic control in accordance with Work Area Traffic Control Handbook (WATCH) promulgated by the Southern California Chapter, APWA, latest edition, OSHA Regulations for Construction Projects, Section 2-15 “TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS” of SECTION 2 “SPECIAL CONDITIONS”, and Specification Section 015526 of these Specifications.

### 3.03 EXCAVATION

- A. Protect utilities or underground structures from damage during potholing. Immediately report any damaged utilities to the affected utility’s owner and the Owner. Repair immediately any damaged utilities in accordance with the respective utility owner’s requirements. Neatly cut and remove existing pavement. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, utilizing vacuum excavation or hand digging.



- B. Methods: Backhoe excavation is not permitted except for trench excavations. Use the following methods for pothole excavations:
    - 1. Hand Digging: Hand digging is the method of excavating a pothole by manual means with hand-held, nonmechanical equipment such as a shovel.
    - 2. Vacuum Excavation: Vacuum excavation shall consist of air or water pressure to break up the soil and a vacuum device to collect the spoil. Determine if air or water vacuum excavation shall be used depending upon specific site and environmental characteristics. Soil type such as heavy clay may require water vacuum excavation. Utilize air vacuum excavators if mud from water vacuum excavators cannot be disposed properly. Use air vacuum excavators if damage to utilities, such as cutting through cables, will occur with the use of water vacuum excavators.
      - a. Air: Air vacuum excavators shall utilize a high velocity air stream to penetrate, expand, and break up the soil. Remove the loosened particles of soil and rock from the excavation through the use of a vacuum.
      - b. Water: Water vacuum excavation systems shall excavate the pothole using high-pressure water to reduce and loosen the soil. Remove the wet soil and mud slurry to a spoil tank using a vacuum.
  - C. Size of Test Hole Excavation: Maximum test hole size shall be 8 inches in diameter at surface, unless indicated otherwise by Owner.
  - D. Size of Exploratory Trench Excavation: Trench width and length shall be as approved by the Owner. Trench depth shall be as required to accurately locate subsurface utilities.
- 3.04 TEMPORARY STEEL PLATE BRIDGING, WITH A NONSKID SURFACE (WHERE REQUIRED FOR APPROVED TRENCHES)
- A. Provide steel plate bridging with a nonskid surface and shoring to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:
    - 1. Steel plates used for bridging shall extend a minimum of 12 inches beyond the edges of the trench.
    - 2. Install steel plate bridging to operate with minimum noise.
    - 3. Shore the trench to support the bridging and traffic loads.
    - 4. Secure bridging against displacement by using adjustable cleats, shims, or other devices.
  - B. Install steel plate bridging and shoring using the following method:

Attach approach plate(s) and ending plate (if longitudinal placement) to the roadway by a minimum of two dowels predrilled into the corners of the plate and drilled 2 inches into the pavement. Butt subsequent plates to each other. Compact fine graded asphalt concrete to form ramps, maximum slope 8.5% with a minimum 12-inch taper to cover all edges of the steel plates. When steel plates are removed, backfill the dowel holes in the pavement with either graded fines of asphalt concrete mix or concrete slurry.

- C. Maintain the steel plates, shoring, and asphalt concrete ramps.
- D. Unless specified, use of steel plate bridging at any given location shall not exceed four consecutive working days in any given week. Cover backfilling of excavation with a minimum of 3 inches of temporary layer of cold mix asphalt concrete.
- E. The following table shows the required minimal thickness of steel plate bridging required for a given trench width:

<b>Trench Width (feet)</b>	<b>Minimum Plate Thickness (inches)</b>
1	1/2
1 1/2	3/4

- F. The Contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.
- G. Use a “Rough Road” sign (W8-8) with black lettering on an orange background in advanced of steel plate bridging. This is to be used along with any other required construction signing.

**3.05 POTHOLE REPAIR**

- A. After excavating a test hole or trench, provide and install a temporary steel cap (over test hole) or temporary steel plate bridging (over trench) to facilitate data gathering by City’s surveyor.
- B. Following data gathering by contractor, remove temporary steel caps and/or steel plate bridging, and backfill excavation with approved material as follows:
  - 1. Test Hole Excavations: Sand-cement slurry backfill per Part 2 of this section. Bring to grade with asphalt cement pavement per Part 2 of this section. Match existing pavement thickness plus 1 inch.
  - 2. Exploratory Trenches: Backfill per Part 2 of this section. Match existing pavement thickness plus 1 inch.
- C. The finished surface of the repair shall be of like material and constructed to the same finished grade as the adjacent pavement. The finished surface shall be such that it does

not allow water to pond. There shall be no discernable difference in surface level at the joint between the existing pavement and the completed repair.

3.06 DISPOSAL OF CUTTINGS

Dispose of cuttings off-site.

END OF SECTION

**SECTION 6**  
**TECHNICAL SPECIFICATIONS**

CITY OF MADERA  
AVENUE 13 SEWER INTERCEPTOR REHABILITATION

BID SET TECHNICAL SPECIFICATIONS  
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## SECTION 099720 CHEMICAL-RESISTANT COATINGS FOR CONCRETE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section includes materials and installation of a chemical-resistant coating for concrete subject to corrosive environments.

#### 1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions and Specification Section 013300.
- B. Submit manufacturer's data sheets showing the following information:
  - 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. Percent solids by volume of coating compound.
  - 3. Number of coats required to give the specified dry thickness.
  - 4. Minimum recommended dry thickness per coat for prime, intermediate, and finish coats.
  - 5. Recommended surface preparation.
  - 6. Recommended surface tensile strength of the concrete surface.
  - 7. Application instructions including recommended equipment and temperature limitation.
  - 8. Curing requirements and instructions.
- C. Submit material safety data sheets for each coating. Submit certificate and supplier's data sheets identifying the type and gradation of abrasives used for surface preparation. The certificate or data sheets shall specifically identify that the abrasives comply with federal and state of California regulations for materials to be used for abrasive blasting for surface preparation for paints and coatings.
- D. Submit material safety data sheets for each coating.
- E. Applicator Qualifications:

1. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used. Certification letter shall be dated within six months of bid date.
2. The Applicator shall provide four (4) references which demonstrate previous successful projects with similar conditions completed for the specified protective coating system or comparable, during the last two (2) years.
3. 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. Certification letter shall be dated within six months of bid date.
4. Proof of any necessary federal, state, or local permits or licenses necessary for the project.

### 1.03 SAFETY AND HEALTH REQUIREMENTS

- A. In accordance with the requirements 29 CFR 1910.146, the Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working in confined spaces.
- B. Head and face protection and respiratory devices shall include protective helmets conforming to the requirements of ANSI Z 89.1-2009 which shall be worn by all persons at all times while in the vicinity of the work when coatings are being applied. In addition, workers engaged in or near the work during sandblasting shall wear eye and face protection devices meeting the requirements of ANSI Z 87.1-2010 and a respirator with appropriate filter.
- C. Where ventilation is used to control potential exposures to workers, as set forth in Code of Federal Regulations Title 29 Section 1910.94 of the OSHA Regulations for Construction, ventilation shall be adequate to reduce the concentration of the air contaminant to the degree that a hazard to the worker does not exist. Methods of ventilation shall meet the requirements set forth in ANSI Z9.2-2006.

### 1.04 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

### 1.05 WARRANTY

- A. 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 other work caused by such defects or the repairing of same, at his own expense and without cost to the City.

## PART 2 - MATERIALS

### 2.01 TYPE "C" COATING: 100% SOLIDS EPOXY

- A. The coating shall be 100% solids, epoxy.
- B. Service Conditions: Renovating existing raw sewage manholes or pumping station wet wells exposed to moist hydrogen sulfide gas and in which the surfaces to be coated cannot be dried.
- C. Product: Raven 405 series, Neopoxy 5300 series, or Quadex Structure Guard.
- D. Then apply a minimum total dry-film thickness of 250 mils in successive coatings per manufacturers requirements.

### 2.02 ABRASIVES FOR SURFACE PREPARATION OF CONCRETE

Abrasives used for preparation of concrete surfaces shall be per coatings per manufacturers requirements.

## PART 3 - EXECUTION

### 3.01 COATING SYSTEM

- A. Materials including primer, intermediate, and finish coats shall be produced by the same manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the coating manufacturer.
- B. Deliver coatings to the jobsite in the original, unopened containers.

### 3.02 PROTECTION OF SURFACES NOT TO BE COATED

Remove, mask, or otherwise protect hardware, lighting fixtures, switchplates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be coated. Provide drop cloths to prevent coating materials from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and coating process. Mask openings in motors to prevent coating and other materials from entering the motors.

### 3.03 WEATHER CONDITIONS

- A. Do not coat in unconfined environments subject to rain, wind, snow, mist, and fog or when surface temperatures are less than 5°F above the dew point.



- B. Temperature of the surface to be coated shall be maintained between 70°F and 110°F during application and according to the manufactures' recommendations. Prior to and during application, avoid exposure of direct sunlight or other intense heat source to the structure being coated.

### 3.04 DEHUMIDIFICATION FOR INTERIOR COATING OF EXISTING STRUCTURES

- A. Provide dehumidification to establish and maintain the coating manufacturers specified temperature and relative humidity and surface moisture content.

### 3.05 SURFACE PREPARATION

- A. Remove all existing protective coatings by blasting where present unless indicated otherwise on the drawings.
- B. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with profile to meet as a minimum ICRI CSP4 –CSP6 profile and porosity to provide a strong bond between the protective coating and the substrate. Use of a high-pressure water cleaning using equipment capable of a minimum 4,000 psi at 3.5 gpm with a turbo head jet nozzle, high pressure water jetting (refer to SSPC-SP 13/NACE No.6), abrasive blasting, shotblasting, grinding, scarifying or acid etching may be used.
- C. Concrete surfaces on which coating is to be applied shall be of even color, gray or gray-white. The surface shall have no pits, pockets, holes, or sharp changes of surface elevation. The concrete surfaces shall also be free of fins, projections, bugholes, honeycombs, and loosely adhering concrete, dirt, and dust particles. Scrubbing with a stiff-bristle fiber brush shall produce no dusting or dislodging of cement or sand. Sprinkling water on the surface shall produce no water beads or standing droplets. Concrete and masonry shall be free of laitance and slick surfaces. The grain of the concrete surface to touch shall not be rougher than that of No. 10 mesh sand.
- D. Repair existing deteriorated concrete per coating manufacturers recommendations and Engineer site observations..
- E. Surfaces to receive protective coating shall be dry to the touch and or with no visible dampness. If required, drying may be accomplished by a minimum of 20 minutes of a heated, forced air blower. The drying shall be to the specification dictated by the coating manufacturer and its trained applicator. Clean prepared concrete surfaces per manufacturers requirements.
- F. Test for surface strength per ASTM D4541, as modified by ACI 503R. Provide one test for every manhole. The minimum surface tension shall be 300 psi unless the coating manufacturer recommends a higher value.
- G. Do not apply coatings to concrete when the concrete is outgassing. Apply coatings only when the concrete surface temperature is stable, not rising.

### 3.06 ABRASIVE BLAST CLEANING

- A. Use dry abrasive blast cleaning material. When field blast cleaning with hand-held nozzles, do not recycle or reuse blast particles.
- B. After blast cleaning and prior to application of coating, dry clean surfaces to be coated by dusting, sweeping, and vacuuming to remove residue from blasting. Apply the specified primer or touch-up coating within the period of an eight-hour working day. Do not apply coating over damp or moist surfaces. Reclean prior to application of primer or touch-up coating any blast-cleaned surface not coated within said eight-hour period.
- C. Keep the area of the work in a clean condition, and do not permit blasting particles to accumulate and constitute a nuisance or hazard.
- D. During sandblast cleaning, prevent damage to adjacent coatings. Schedule blast cleaning and coating such that dust, dirt, blast particles, old coatings, rust, mill scale, etc., will not damage or fall upon wet or newly coated surfaces.

### 3.07 COATING APPLICATION

- A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, safety, and application equipment.
- B. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.
- C. Follow all published and manufacturer recommended application methods.
- D. If spraying, the Contractor must be certified to spray by the coating manufacturer verifying training and that the spray equipment is approved by the coating manufacturer, specifically designed to accurately ratio and condition the specified epoxy coating materials. Refer to the manufacturers' spray instruction and procedure prior to procuring material and applying any material in order to receive proper material variations and application considerations.
- E. If trowel-applied, properly mix and apply materials to all specified surfaces by hand-applied methods with trowel or trowel-type tools.
- F. Follow manufactures guidelines for proper cure time.
- G. The entire coating shall be pinhole free.

### 3.08 ADHESION TESTING

- A. If requested by the City's Inspector, adhesion testing shall be conducted by the Contractor after the coating system has cured per manufacturer instruction and in

accordance with ASTM D4541(Steel) or ASTM 7234(Concrete). A minimum of one 20 mm dolly shall be affixed to the lined surface of the structure at the upper section, mid-section and at the bottom.

- B. If requested, a minimum of three tests will be performed per manhole. Each testing location shall be identified by the City's Inspector. The adhesive used to attach the dollies to the liner shall be a two part 100% solids epoxy adhesive with a tensile strength greater than the tensile strength of the lining system. Affix the 20 mm dollies to the lining surfaces and allow it to cure in accordance with the manufacturer's instructions. The lining material and dollies shall be adequately prepared to receive the adhesive. Prior to pull test, the Contractor shall utilize a scoring device to cut through the coating until the substrate is reached. Extreme care shall be required while scoring to prevent micro cracking in the coating, since cracks may cause failures at diminished strengths. Failure due to improper dolly adhesive or scoring shall require retesting.
- C. The pull tests in each area shall meet or exceed 200 psi. and shall include subbase adhered to the back of the dolly or no visual signs of coating material in the test hole. Pull tests with results between a minimum 150 psi and 200 psi shall be acceptable if more than 50% of the subsurface is adhered to the back of the dolly. A test result can be discarded, as determined by the Engineer, if there is a valid nonstatistical reason for discarding the test results as directed by Sections 8.4 and 8.5 of ASTM D4541 and ASTM D7234. If any test fails, a minimum of three additional locations in the section of the failure shall be tested, as directed by the Engineer or Owners Representative. If any of the retests fail, all loosely adhered or unadhered liner in the failed area, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. If a structure fails the adhesion test, one additional structure or 10% of the initial number of structures selected for testing shall be tested at the discretion of the Engineer and/or as specified in the Special Provisions. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations and be performed by the Contractor.

### 3.09 DRY-FILM THICKNESS TESTING

- A. Measure coating thickness specified for concrete or masonry surfaces in accordance with ASTM D4138. Test the finish coat of concrete and masonry surfaces in accordance with NACE SP0188-2006 or ASTM D4787. Patch coatings at the points of thickness measurement or holiday detection.
- B. Check each coat for the correct dry-film thickness. Do not measure within eight hours after application of the coating.
- C. Make five separate spot measurements spaced evenly over each 100 square feet of area (or fraction thereof) to be measured. The average of five spot measurements for each such 100-square-foot area shall not be less than the specified thickness. No single spot measurement in any 100-square-foot area shall be less than 80%, or more than 120%, of the specified thickness.

### 3.10 HOLIDAY (CONTINUITY) TESTING OF APPLIED COATING

After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment by the Contractor and witnessed by the Owners Representative. Surface shall first be dried, an induced holiday shall then be made on to the coated concrete or metal surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. 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 NACE RPO188-2006 or ASTM D4787 Continuity Testing of Liquid or Sheet Liners On Concrete -Holidays). 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. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

END OF SECTION

## SECTION 330131 SANITARY SEWER SYSTEM TELEVISION INSPECTION

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section includes television inspection digital audio-visual recording and reports associated with inspection of sanitary sewers.

#### 1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Cured-in-Place Sewer Pipe Lining: 330140.

#### 1.03 DEFINITIONS

- A. Television Inspection: Operation necessary to complete a true-color audio-visual inspection for verification of existing internal sewer line conditions. Furnish labor, materials, equipment, tools, and other incidental services for CCTV inspection.

### PART 2 - MATERIALS

#### 2.01 GENERAL

Furnish the television inspection studio, television camera, audio-visual digital encoding equipment/software, and other necessary equipment, materials, electricity, labor, technicians, as may be needed to perform the television inspection.

#### 2.02 TELEVISION INSPECTION EQUIPMENT

- A. The television inspection equipment shall be capable of inspecting a minimum of 1,000 feet of sewer line, when entry into the sewer can be accessed from the upstream and downstream manholes. When entry is at one end only, the inspection equipment shall be capable of inspecting 750 feet by a self-propelled unit. The inspection equipment shall be capable of clearly televising the interior of a 6-inch-diameter sewer and larger sizes.
- B. Transport the television equipment in a stable condition through the sewer line to be inspected. Throughout the inspection, position the camera equipment with the camera directed along the longitudinal axis of the sewer. When the television equipment is towed by winch and bond through the sewer line, the winches shall be stable with either locking or ratcheting drums. Winches shall be inherently stable under loaded conditions. The bonds shall be steel or of an equally nonelastic material to ensure the smooth and steady progress of the camera extension or traction through the sewer conduit. Prevent damage to the sewer conduit during the television inspection. In the case where the Contractor, for any reason, causes damage such as would be caused by incorrect deployment of bonds or retrieval of lodged equipment, the cost of repair or remedy shall be borne by the Contractor.

## 2.03 TELEVISION CAMERA

- A. Use a television camera specifically designed and constructed for sewer pipeline inspection. The camera shall be waterproof and shall be operative in any conditions that may be encountered in the inspection environment. Provide a color pan and tilt camera to facilitate the inspection of service laterals and sewer line and manhole defects. The television camera shall be capable of 360-degree rotational scan indicating salient defects. The tilt arc shall not be less than 225 degrees unless otherwise approved by the Owner's Representative. The adjustment of focus and iris shall provide a minimum focal range of 3 inches in front of the camera's lens. Provide a visual size reference visible in front of the camera. The size reference must include sizes ¼" – 2".
- B. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer.
- C. The illumination shall be such as to allow an even distribution of the light shadowing.
- D. The view seen by the television camera shall be transmitted to a monitor of not less than 11 inches in size. The television camera shall be capable of receiving and transmitting a picture having not less than a resolution 352(x) by 240(y). The travel speed of the television inspection camera (through the sewer) shall be uniform and shall not exceed the maximum speed directed by the Owner's Representative 6 inches per second under normal conditions.
- E. Test the television inspection equipment to verify the picture quality. Use the Macroni Regulation Chart No.1 or the equipment manufacturer's recommendation to clearly differentiate between the following colors: white, yellow, cyan, green, magenta, red, blue, and black.
- F. The television inspection equipment shall be of such quality as to enable the following to be achieved:
  - 1. Color: With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance.
  - 2. Linearity: The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship ( $\pm 5\%$ ).
  - 3. Resolution: The live picture must be displayed on a digital or analog monitor capable of providing a clear, stable image free of electrical interference with minimum horizontal resolution not less than 352(x) by 240(y) lines.
  - 4. Color Consistency: To ensure that the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure color consistency, no variation illumination shall take place during the inspection.

5. The Owner's Representative may periodically check both the live and video picture color consistency against the color bar. Any differences will necessitate resurvey of the new length or lengths affected, at the Contractor's expense.
6. The CCTV monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the line from the cable calibration point to the center point of the camera or center point of the transducer, whichever unit is being used. The relative positions of the two center points should also be noted. Use a metering device that enables the cable length to be accurately measured; this shall be accurate  $\pm 1\%$  or 6 inches whichever is greater. Demonstrate that the tolerance is being achieved by tape measurement between manholes on the surface. This taped measurement must be included on each television log both written and digital.
7. If the Contractor fails to meet the required standard of accuracy, the Owner's Representative will instruct the Contractor to provide a new device to measure the footage. The Owner's Representative may, at his discretion, instruct the Contractor in writing, to resurvey those lengths of sewer first inspected with the original measuring device using the new measuring device.
8. Audio-visual recordings and collected data made during the television inspection shall become the property of the Owner. Submit to the Owner immediately upon completion of the television inspection.

#### 2.04 TELEVISION STUDIO

The television studio shall be large enough to accommodate three people for the purpose of viewing the television monitor while the inspection is in progress. The television studio shall be insulated against noise and extremes in temperature and shall be provided with means of controlling external and internal sources of light in a manner capable of ensuring that the monitor screen display is in accordance with the requirements of this specification. The Owner's Representative shall have access to view the television screen at all times. Locate the central control panel and television camera control in the mobile television studio. Mount the television studio on a mobile vehicle (truck or trailer), which allows safe and orderly movement of the inspection equipment throughout the jobsite.

### PART 3 - EXECUTION

#### 3.01 TELEVISION INSPECTION

- A. Inspect sewer pipelines with pan and tilt conventional television imagery so as to record relevant features and defects of the pipeline under inspection. Inspection of pipelines shall be carried out in a format reviewed by the Owner's Representative. Perform cleaning in accordance with the requirements of the contract documents. A skilled technician or supervisor who shall be located at the control panel in the mobile television studio shall control the operation of the television equipment.

- B. If television inspection of an entire section cannot be successfully performed from one manhole, perform a reverse setup to obtain a complete television inspection. No additional payment will be made for a reverse setup.
- C. Provide a complete television inspection of both the upstream and downstream manholes beginning at the top of each manhole and panning down to inspect the entire manhole.
- D. Whenever prevailing conditions allow, position the camera head to reduce the risk of picture distortion. In circular sewers, position the camera lens centrally (i.e., in prime position) within the sewer. In noncircular sewers, picture orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally. Direct the camera lens along the longitudinal axis of the sewer when in prime position. A positioning tolerance of  $\pm 10\%$  of the vertical sewer dimension shall be allowed when the camera is in prime position.
- E. Perform television inspections during low flow conditions. The Owner's Representative will reject any television inspection that, because of high flow conditions or for any other reason, does not produce an effective survey of the sewer pipe. If the water level is greater than 25% of the pipe diameter, conventional television inspection shall not be attempted without prior approval from the Owner's Representative. In addition, if it is determined that effective conventional television inspection cannot be performed, notify the Owner's Representative in writing.
- F. Do not pull a cleaning device in front of the television inspection camera during the taping of the sewer line.

### 3.02 DIGITAL AUDIO/VISUAL RECORDING

- A. Take continuous digital video recordings of the inspection view as it appears on the television monitor. It is intended that a digital video recording will be made of the complete television inspection of the sewer lines constructed as part of this project. The recording shall also be used as a permanent record of defects. The recording shall be MPEG file format. The digital video encoding shall include both sound and video information that can be reproduced with a video image equal or very close to the quality of the original picture on the television monitor. The replay of the recorded video information, when reviewed by Windows Media Player™, shall be free of electrical interference and shall produce a clear, stable image. The audio portion of the composite digital coding shall be sufficiently free of electrical interference background noise to produce an oral report that is clear and completely and easily discernible.
- B. The audio portion of the inspection report shall include the location or identification of the section, the manhole-to-manhole direction of travel, and the distance traveled on the specific run encountered. The inspection camera equipment shall be on the specific run encountered. Continuously connect the inspection camera equipment to the television inspection or monitoring equipment. The recording and monitoring equipment shall have the built-in capability to allow the Owner's Representative to instantly review both the audio and video quality of the recordings during the television survey. Playback speed



shall be continuously adjustable from one-third normal speed for slow-motion viewing to normal playback speed.

- C. Create separate MPEG files for each sewer line segment. In case of a reverse setup, store such inspection in a separate MPEG file. MPEG files shall be written to USB Flash Drive media for delivery to the Owner's Representative. Multiple MPEGs may exist on each USB Flash Drive . Each USB Flash Drive shall be labeled, at a minimum, with the following information: Owner, Engineering Firm, Project Name, Date of creation, ID number, Sewer Line Sections, and TVI Contractor's firm name.
- D. Name the MPEG files according to the following file specification: [Start Manhole Number]\_[End Manhole Number]\_[Month]\_[Day]\_[Year].mpg
- E. The Owner's Representative reserves the right to refuse an MPEG on the basis of poor image quality, excessive bit rates, inconsistent frame rates, or any other characteristics that may affect usability by the Owner's Representative.

### 3.03 TELEVISION INSPECTION REPORTS

- A. Prepare a television inspection report covering the television inspection work and the information acquired. Prior to beginning work, submit a sample hardcopy television inspection report to the Owner's Representative for review.
- B. Report sewer defects in accordance with the National Association of Sewer Service Companies (NASSCO) program known as Pipeline Assessment and Certification Program (PACP). The Owner's Representative reserves the right to refuse any inspection report that does not comply with the PACP program.
- C. Prior to beginning work, submit to the Owner's Representative certification in NASSCO's PACP. Do not commence work until such certification is provided.

### 3.04 QUALITY CONTROL

- A. Operate a quality control system that will effectively gauge the accuracy of inspection reports produced by the operator.
- B. The Owner's Representative shall be entitled to audit the control system and be present when assessments of the sewer integrity are being determined. When requested by the Owner's Representative in writing, forward to the Owner's Representative sufficient details and information for such audit assessment. Should any report fail to achieve a margin that the Owner's Representative deems satisfactory, the Contractor, without any additional compensation, shall recode and resubmit any data or reports that the Owner's Representative deems necessary.

END OF SECTION

## SECTION 330140 CURED-IN-PLACE SEWER PIPE LINING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section describes design, material, and installation into existing sewers of cured-in-place pipe CIPP lining conforming to ASTM F1216. When cured, the sectional liner shall taper flat at the ends and produce the thinnest wall possible to mitigate flow constriction and be capable of supporting overlapping liners for future sewer rehabilitation. CIPP installation will take place prior to all manhole coating work. Lined-through manholes shall be opened prior to manhole coating work.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Traffic Regulation: 015526.
- B. Sanitary Sewer System Television Inspection: 330131.

#### 1.03 PREQUALIFICATIONS

- A. Installer (Entity installing the CIPP liner. Can be the General Contractor or a subcontractor of the General Contractor):
  - 1. Submit certification showing the installer is currently certified by the CIPP system manufacturer to install the CIPP system. Certification shall be provided to the Engineer before any materials are delivered to the job site. The certification letter shall be dated within six months of the bid date.
  - 2. The Contractors installer must have a minimum of 1 years cumulative experience CIPP lining sanitary sewers and at least 5 successfully completed repairs each of 36-inch in diameter or larger and more than 10,000 lineal feet.
- B. Superintendent:
  - 1. Submit certification showing the superintendent is currently certified by the CIPP system manufacturer to install the CIPP system. Certification shall be provided to the Engineer before any materials are delivered to the job site.
  - 2. The Contractors superintendent must have a minimum of 5 years cumulative experience CIPP lining sanitary sewers and at least 15 successfully completed repairs each of 36-inch in diameter or larger and more than 10,000 lineal feet.
  - 3. The qualified, named superintendent must be present at job site during CIPP construction activities.

C. Contractor:

1. The Contractors must have a minimum of 5 years cumulative experience CIPP lining sanitary sewers and at least 20 successfully completed repairs each of 36-inch in diameter or larger and more than 10,000 lineal feet.
2. Submit certification showing the Contractor is currently certified by the CIPP system manufacturer to install the CIPP system. Certification shall be provided to the Engineer before any materials are delivered to the job site.

1.04 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions and Section 013300.
- B. Submit plans showing points of insertion and methodologies.
- C. Submit testing and sampling plan.
- D. Submit certificates of compliance with design and test reports performed by a third party in accordance with applicable ASTM and specified test methods.
- E. Submit design calculations for hydraulic capacity.
- F. Submit certifications of the materials including the cell classification, grades, type of resins, glass fibers, and other materials used in the manufacture of the liner pipe.
- G. Submit a certificate of "Compliance with Specifications" by the manufacturer for materials.
- H. Submit liner size, thickness calculations for the CIPP system design signed and stamped by a CA licensed Professional Engineer. Submit complete calculations including list of parameters, formulas, and other data that are necessary for the design of the liner pipe. Include soil loads, live loads, hydrostatic loads, pipe stiffness (PS), standard dimension ratio (SDR), pipe wall crushing strength, initial and long-term (50 years) values of pipe deflection, pipe bonding strain, hydrostatic collapse resistance, and constrained buckling strength. Submit drawings showing the cross sectional profile of the liner pipe wall. Submit 10,000-hour, third-party, 50-year Flexural Creep Modulus test data:
  - a. Test shall be in accordance with ASTM D 2990 at 10,000 hours or equal test as approved by the Engineer.
  - b. If approved 10,000-hour tests are not available, Contractor shall use a minimum 50 percent reduction (50 percent retention) of Flexural Modulus of Elasticity (per ASTM F 1216) for all formula calculations.
- I. Submit manufacturer's installation instructions including recommendations for transportation, storage, temperature control, handling, inserting, curing, trimming, and finishing for all components of the CIPP system.

- J. Submit a written description of the resin curing temperatures versus time (step cooking temperatures/hours at initial, intermediate, and final stages) depending upon the sewer size, length, and liner thickness.
- K. Submit the selected curing temperature and expected duration of curing time required to ensure proper curing and submit written concurrence from the CIPP liner manufacturer of the curing temperature, temperature monitor procedures, and duration of curing time.
- L. Submit a plan that details source of water to be used, pipeline locations, and discharge location.
- M. Submit for the Owner's review a detailed description of special construction requirements and/or modifications to the CIPP installation process that may be required because of the voids present in the existing sewer pipe.
- N. Submit written description of the methods and equipment proposed for repairs to the host conduit such as missing pipe, offset joints, protrusions, or other deformities to complete the CIPP rehabilitation of the host conduit. Such repairs shall be in accordance with the CIPP liner manufacturer's recommended written procedures and techniques.
- O. Submit written descriptions of the methods and equipment for the repair of defects in the CIPP liner observed during the postinstallation inspection.
- P. Submit plans and written descriptions for traffic control, bypass pumping, pre-insertion cleaning, and pre/postinsertion CCTV inspection.
- Q. Submit results of post installation resin and liner sample analyses to confirm installed liner meets the design requirements of these construction documents.
- R. Written certification from manufacturer that installer is an approved applicator of lining materials, with a minimum of 5 years' experience in sewer rehabilitation.
- S. Submit a safety plan in accordance with Section 107, "Legal Relations and Responsibility to the Public" for all hazardous chemicals used or expected to be on-site including resin, catalyst, cleaners, and repair agents.
- T. In accordance with ASTM D 2990 any proposed products currently in a long-term testing process shall submit current results based on 50 percent through the test duration.

## PART 2 - MATERIALS

### 2.01 CIPP SYSTEM

- A. The materials shall be inert to attack by domestic sewage and shall be suitable for use in an underground sewer environment. The installed material shall be light-colored or white to facilitate CCTV inspection.

- B. Manufacture the material in such a manner to produce a tight-fitting liner after installation. There shall be no measurable continuous annular space between the outside diameter of the new liner and the existing host pipe.
- C. Resin-impregnated tube liner material shall consist of one or more layers of flexible needled felt or an equivalent woven or nonwoven material, capable of carrying resin and withstanding installation pressures and curing temperatures. The material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube shall be plastic coated with a material compatible with the resin system used.
- D. The resin-impregnated flexible felt tube liner shall be cured by circulating heated water to effect the desired cure throughout the length of the tube, extending full length from manhole to manhole(s). The resin shall be cured into a hard impermeable pipe of the minimum specified thickness, providing a structurally sound, uniformly smooth interior and tight-fitting liner within the existing pipe.

2.02 MATERIALS

Material shall meet the following requirements:

Design Criteria	Value
Flexural Modulus (minimum) per ASTM D790	300,000 psi
Flexural Strength (ASTM D790 and D2290)	4,500 psi
Long-Term Modulus of Elasticity for CIPP (psi)	50% of Flexural Modulus
Safety Factor	2.0
Tensile Strength (ASTM D638)	3,000 psi
50-year Flexural Creep Modulus (ASTM D2990)	150,000 psi

2.03 DESIGN

- A. Design shall be in accordance with most current edition of ASTM F1216, Appendix X1 for "fully deteriorated pipe conditions" both gravity and pressure as applicable.
- B. Determine the thickness of the CIPP liner as the minimum thickness required to meet the design structural requirements for both internal and external loadings, excluding any sacrificial membranes or other materials that may be used for protection of the product during installation.
- C. Design information is shown in the table below:

<b>Design Criteria</b>	<b>Value</b>
Maximum Wastewater Temperature	90°F
Minimum Wastewater Temperature	40°F
Mean Diameter (inches)	48 and 42*
Ovality (percent)	5 minimum
Maximum Soil Cover (feet)	14
Soil Density (lbs/cu ft)	120
Modulus of Soil Reaction (psi)	1,000
Minimum Liner Tube Thickness (inches)	0.945 (48") and 0.827 (42")**
Live Load Condition	AASHTO HS20 vehicle loading
*Contractor to field verify prior to ordering CIPP liner.	
** Contractor to verify liner tube thickness calculations.	

- D. Provide allowances for any circumferential stretching, polymerization shrinkage, and resin migration that may occur.
- E. It is the Contractor's responsibility to check the sewer size and length prior to manufacturing. Modify the liner thickness and other properties to suit the site conditions.

2.04 LINER TUBE

- A. The liner tube shall consist of one or more layers of flexible needled felt or an equivalent nonwoven and/or woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and is compatible with the resin system used. Fabricate the liner tube to a size that, when installed, will fit the internal circumference of the existing sewer without any annular space between liner and walls of the host pipe. Make allowances for circumferential stretching due to insertion of liner and deterioration of existing pipe walls. Fabricate liner felt layers in a manner to maintain uniform thickness.
- B. Fabricate the liner from a material which, when cured, will be chemically resistant to withstand internal exposure to sewage gases containing hydrogen sulfide, carbon monoxide, methane, petroleum hydrocarbons, saturation with moisture, and diluted sulfuric acid.
- C. Calculate the CIPP wall thickness for each diameter based on a factor of safety of 2:1 using the standard polyester resin. The thickness shall be rounded to the next highest multiple of 1.5 mm after adding an allowance of 5% to the design thickness for resin migration.
- D. Design the CIPP per ASTM F1216, Appendix X1.
- E. Verify the lengths in the field before resin impregnation and installation of the tube.

- F. Prior to insertion, provide data on the maximum allowable stresses and elongation of the tube. Mark the exterior of the manufactured tube along its length at regular intervals not to exceed 5 feet. Use these marks as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed 5%, the liner tube shall be rejected and replaced.
- G. Prior to insertion, the liner tube shall be free of visible tears, holes, cuts, foreign materials, dry spots, pinholes, delamination, and other defects. Repair defects that will affect the integrity or strength of the CIPP lining or replace the CIPP liner at no additional cost to the Owner. The method of repair shall maintain the full integrity of the liner.
- H. At locations of voids in the existing pipe to be lined, the nominal wall thickness shall be increased to provide the minimum design thickness taking into consideration stretch and expansion of the liner into the void area. Void locations shall be accurately determined during video inspection.

#### 2.05 RESIN

- A. Provide a thermosetting, polyester, vinylester, or epoxy resin, able to cure in the presence or absence of water, and a catalyst system compatible with the unimpregnated liner material that provides the cured physical and chemical resistance strengths specified. The initiation temperature for cure shall be as recommended by the resin manufacturer.
- B. Resin shall not be affected by ultraviolet light, shall be tinted for adequate visibility during suitable for internal inspection and provide positive indication of adequate liner wet-out, and shall form no excessive bubbling or wrinkling during lining.
- C. The resin system shall meet the requirements of ASTM F1216.

#### 2.06 LATERAL LINEAR (TOP HATS)

- A. Provide a lateral liner as manufactured by connection liner Cosmic, LLC: TOP HAT Cosmic Lateral Connection Sealing System, or equal.
- B. Lateral liner shall be constructed with sufficient flexibility to ensure complete lateral conformity to the main pipe in angles ranging from 45 to 90 degrees. The laminates shall be 100% saturated with resin and have sufficient thickness to ensure a watertight seal. The laminate shall be fabricated to fit the inner diameter of the lateral pipe and extends 12-inches into the lateral pipe and overlap the main sewer pipe liner by a minimum of 3-inches. Liner thickness shall be 2.0-3.0 mm, with a modulus of elasticity of 800,000 psi.
- C. The cured sectional liner insert shall consist of materials chemically resistant to domestic sewage. Fiberglass materials shall be corrosion resistant E-glass (ECR-glass). The fiberglass material shall be factory impregnated with Polyester or Vinyl Ester resins that are UV Light reactive. When the laminate is mounted on the applicator; epoxy or other

adhesive products shall be used to secure a permanent bond between the laminate and host pipe.

- D. Material requirements, installation practices, and test methods for the reconstruction of a sewer service lateral pipe and the main connection specified here are to be performed without excavation.

## 2.07 FLEXIBLE SEALANT

- A. High Performance, moisture cured, non-sag elastomeric sealant suitable for use in submerged condition in domestic wastewater. Sealant shall be Sikaflex- 1A by Sika or equal.

## PART 3 - EXECUTION

### 3.01 DELIVERY, STORAGE, AND HANDLING

- A. Exercise care during transportation, handling, storing, and installation of the CIPP lining to ensure that the material is not torn, cut, or otherwise damaged.
- B. If any part or parts of the CIPP liner material becomes torn, cut, or otherwise damaged before or during installation, it shall be repaired or replaced before proceeding with further installation and at no additional cost to the Owner.
- C. Handle and store the CIPP liner as recommended by the manufacturer to ensure installation in a sound, undamaged condition.
- D. Follow the resin manufacturer's requirements for handling and storage of the resin and connection sealing material prior to, during, and following impregnation of the tube.

### 3.02 PREINSTALLATION PROCEDURES

- A. Notify the owners and residents of any homes or businesses whose service lateral will be affected by the lining work. Send written notice (in English and Spanish) at least two weeks in advance of construction. In addition, deliver written notification to each such resident or business three days in advance of such lining work, further advising of the work. Include in the notifications any restrictions on use of the sewage system facilities. Describe exact days and hours when the sewer system cannot be used.
- B. Before installing the liner, clean and inspect the pipeline per ASTM F1216, Section 7. Clear the pipeline of obstructions. Remove deposits from the main sewer pipe and 12-inches into lateral. Perform inspection by CCTV. Provide a copy of the inspection television tape to the Owner's Representative. Inspect the existing pipeline to determine the locations of conditions that may prevent proper installation of the tube, such as protruding service taps, collapsed or crushed pipe, and reductions in cross section area of more than 40%. Correct any such deficiencies noted.



- C. Coordinate with Owner's representative for disposal of material removed from sewer during cleaning. Disposal site will be located at the City's WWTP.
- D. Lateral and manhole lining shall only occur after the corresponding mainline sewer has been lined, tested and approved by Owner. It is the responsibility of the Contractor to ensure the proper sequence of work between the mainline and lateral and manhole lining activities. Lining of laterals and manholes before planned mainline lining activities have been completed and accepted by Owner, will require Contractor to completely re-line laterals and manholes that were previously lined along the corresponding mainline pipe segment at no cost to the Owner.
- E. The mainline sewer shall be kept in operation at all times during the rehabilitation of the lateral lines.
- F. Contractor shall CCTV inspect the lateral line immediately prior to reconstruction and determine the overall structural condition of the lateral.
- G. The outside of each CIPP liner tube shall be labeled by the liner manufacturer with the location of the liner manufacturer, the name of the project, the liner thickness, the liner diameter, the liner length, and the location where it is to be installed. The sectional liners shall not be marked by the manufacturer.
- H. Trim intruding laterals so that the service connection is flush with the internal pipe wall. Lateral cutting shall be documented by internal inspection methods. Ensure that existing pipe is not damaged during cutting operations.

### 3.03 INSTALLATION

- A. Install the CIPP liner using an inversion process and hydrostatic head per the manufacturer's written recommendation and ASTM F1216.
- B. Designate a location and notify the Owner's Representative where resin impregnation will take place. Use a vacuum impregnation process with a roller system designed to uniformly distribute the resin throughout the tube.
- C. During insertion, protect the new liner and the existing pipe and manholes from any damage that might result during the insertion process.
- D. Equipment used to supply heat and pressure shall be capable of providing the necessary heat and pressure required for the installation condition.
- E. To ensure proper heat distribution of rehabilitation systems using heat exchange methods and to prevent the creation of flat bottoms in the liner profile, isolate the new liner system from inflow, infiltration, or standing water. Accomplish by temporarily stopping inflow and infiltration and removing standing water or by using a reinforced, flexible, preliner to isolate the new liner.

- F. After the new liner is completely rounded, cool it to a temperature specified by the manufacturer prior to relieving the internal pressure. In no case shall this temperature be in excess of 100°F.
- G. Cut and trim the new liner at each end to conform to the inside manhole wall. If the liner fails to make a tight seal at the manhole wall, apply a sealant to the annular space.
- H. Cut and trim the new liner at top of channel and upper portion of pipe in intermediate manholes, between the insertion and termination manholes Seal the liner to the manhole wall with a sealant material.
- I. CIPP liner installation shall be accomplished remotely using water for inversion and curing. The cured-in-place pipe shall be smooth conforming to existing pipe and shall eliminate groundwater infiltration or connection to the outside of the host pipe/service.

#### 3.04 RESIN IMPREGNATION

The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. Use a serial vacuum impregnation process (or equal) to provide maximum resin impregnation throughout the tube. Use a roller system to uniformly distribute the resin throughout the tube to ensure uniform wetting of the liner. If the CIPP does not fit tightly against the original pipe at its termination point(s), seal the space between the pipes by filling with a resin mixture compatible with the CIPP.

#### 3.05 CURING IN PLACE

- A. After installation of the CIPP liner into the host conduit, perform curing in accordance with the manufacturer's written recommendations using hot water as the heat source. Ensure that the temperature and the period of time that the temperature is to be maintained shall be as determined by the resin/catalyst system employed and as recommended by the manufacturer. The curing of the CIPP liner shall take into account the existing host conduit material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). See Section 2-10 "Water Supply", of the "Special Conditions" section, in these Specifications.
- B. Fit the heat source with monitors to accurately gauge the temperature of the incoming and outgoing heat source. Place another such gauge between the CIPP liner and the pipe invert at the removal end to determine the temperature during the curing process. The temperature in the CIPP-lined host conduit during the curing process shall be as recommended by the resin manufacturer. The length of time for allowing the curing process to be completed shall be of the duration recommended by the manufacturer, during which time the Contractor shall maintain the required temperature throughout the CIPP-lined host conduit. Provide temperature strip chart data to the Owner's Representative for review to ensure that curing temperatures for the resin meet the manufacturer's recommendations.

- C. During the cooling process the rate of temperature rise and fall during heating and cooling shall not exceed 2 degrees F per minute.
- D. Vent and/or exhaust noxious fumes or odors generated during and remaining after the curing process is completed. This process shall remain in place at all manholes, laterals, etc., until noxious odors have dissipated to an acceptable level in accordance with CAL/OSHA requirements for the materials used and there is no more air pollution or potential health hazard left to the general public or the construction workers.

### 3.06 REINSTATEMENT OF SERVICES

- A. Following the mainline lining and CIPP curing the lateral shall be opened 100% so there are no flow restrictions between the lateral and rehabilitation sewer main. The maximum over cut shall not exceed 1-inch. Check for debris from the cutting operation and remove as necessary. Install lateral Top Hats per manufacturers requirements.
- B. Immediately reinstate live services after rehabilitation, testing, and acceptance of sewer lines. Inactive service lines to a vacant lot, vacant building, or to an occupied residence with more than one service line serving the property shall be defined as a “live” service and shall be reinstated. Locate live services prior to rehabilitation activities. Note each service connection by its size, position from a reference manhole, and orientation with respect to the circumference of the pipe. Reconnect from the interior of the sewer line by means of a television camera and a remote-controlled cutting device. No excavation will be allowed. Holes cut through the rehabilitation liner shall be neat and smooth and shall match the bottom of the reinstated service line. After Top Hat installation the service opening shall be 95% minimum and 100% maximum of the service lateral pipe area. The new edge shall be crack free with no loose or abraded material. The seam between the host pipe and the new liner at the reinstated service shall be free of gaps, voids, or cavities and shall be no more than a hairline crack. Any gaps, voids, or cavities at this joint shall be grouted with a packer and grouting system. Seal gaps between the liner and the service by internal methods prior to the postconstruction televising. The installation of the connection seal shall not, in any way, damage or adversely affect the CIPP. If damage to the CIPP liner does occur, the Contractor shall repair or replace the area are no additional cost to the Owner. Contractor shall trim loose or hanging/introducing pipe connection seals to be flush with the internal pipe wall. The Contractor shall not fold the hanging/intruding material.
- C. Provide a fully operational backup device for reinstating service laterals. If for any reason the remote cutting device fails during the reinstatement of a service lateral, immediately deploy the standby device to complete the reinstatement. The backup device shall be fully functional without requiring removal of parts from the primary device. The backup equipment shall be onsite throughout the reinstatement process.
- D. Install CIPP short lateral liner/interface seal from mainline sewer and extend up to 12 inches inside lateral. No cleanout is required for the installation of the connection seal and the short lateral liner system.

- E. Installer shall be capable of viewing the lateral liner contacting the lateral pipe from the beginning to the end of the repair.
- F. The addition of water pressure shall be adjusted to cause the impregnated flexible tube to invert from the mainline to lateral, holding the tube tight against the host sewer pipe.

### 3.07 FIELD TESTING

- A. For each inversion length of CIPP liner, prepare one flat plate sample from a section of the cured liner the termination point in accordance with ASTM F1216. Samples shall be large enough to provide a minimum of three specimens.
- B. Test the samples for flexural, tensile, and delamination properties. Flexure properties shall be tested in accordance with ASTM D790 and shall meet the requirements of Table 1 in ASTM F1216. Tensile properties for pressure pipe conditions shall be tested in accordance with ASTM D638 and shall meet the requirements of Table 1 in ASTM F1216. Test for delamination in accordance with ASTM D903 as set forth in Section 8.4 of ASTM F1216.
- C. Provide liner test results for long-term properties in accordance with ASTM D 2990.
- D. The Contractor shall be responsible for correcting any deviation from the specified physical properties and those evaluated through testing. Failure to meet the specified physical properties shall result in the CIPP liner being considered defective Work and shall be rejected.
- E. The Contractor shall be responsible for all costs associated with the testing of the liner physical properties.
- F. Completed pipe sections from manhole to manhole shall be tested for leakage in accordance with the City of Madera Standard Specifications Section 17. Pipe sections failing the test shall be repaired and retested at no additional cost to the Owner. Submit leakage test results to Engineer for review and approval.

### 3.08 INSPECTION

- A. Inspection of the finished CIPP liner shall be CCTV. No infiltration of groundwater shall be observed.
- B. The finished liner shall be continuous between manholes and shall be free from visual defects such as foreign inclusions, seam separation, wrinkling beyond the specified allowances below, flats, dry spots, pinholes, and delamination. Visual inspection shall be accomplished by review of post-rehabilitation CCTV. Should defects occur, the liner shall be repaired or the entire liner between manholes shall be removed and replaced at no cost to the Owner.
- C. In the event the Owner's Representative has reasonable cause to suspect that any annular space exists between the liner and the host pipe, excavate and expose the existing sewer

and remove the existing host pipe such that confirmation of the suspected annular space can be made. If an annular space equal to or greater than 5% of the pipe diameter is determined to exist, it shall be repaired in a manner approved by the Owner's Representative at no additional cost to the Owner. If it is determined that no annular space exists, the Contractor shall be reimbursed in accordance with the General Conditions.

- D. The CIPP manufacturer shall develop repair methods and must submit the proposed methods to the Engineer for review and approval. Methods may include removal and replacement of the CIPP liner, or another method approved in writing by the Engineer. Upon notice of the Engineer's approval of the proposed repair methods, the Contractor shall implement the approved methods to bring rejected work into compliance with specification requirements as directed by the Engineer. The Contractor shall bear the full expense of all remedial work and related testing.
- E. Separations of liner seams in the finished liner pipe are unacceptable and shall be removed or repaired by the Contractor at no additional cost to the Owner:
  - 1. If a separation of a liner seam exists, the Contractor shall repair or replace that section of the pipe at no additional cost to the Owner.

F. Wrinkles outside the flow line:

Wrinkles/fins in height up to a maximum of 5% of the inside diameter of the host pipe, are generally acceptable. Wrinkles/fins over 5%, particularly those of a horizontal configuration, may be acceptable and should be evaluated, by the project engineer for acceptance, on a case-by-case basis.

Wrinkles in the flow line:

Wrinkles/fins projecting more than 5% into the flow that are generally longitudinal in their orientation may be deemed acceptable by the project engineer on a case-by-case basis by considering any potential operation and maintenance issues that would result from their being left in place. Wrinkles/fins in the lower third (flow line) of the finished CIPP (based upon the depth of flow) that are generally circumferential in their orientation should not exceed 3% of the host pipe I.D. or 1-inch, whichever is smaller. Acceptability of larger wrinkles/fins meeting this characterization shall be on a case-by-case basis by the project engineer with consideration given to potential operations and maintenance issues that would result from their being left in place.

### 3.09 POSTCONSTRUCTION INSPECTION

Perform a postconstruction inspection by CCTV after completion of the project. Provide a copy of the inspection television tape to the Owner's Representative. Repair or replace any sections of the liner that have wrinkled or bulged. Repair or replace any sections of the liner that show an annular space greater than that specified above. Correct any improperly reinstated service laterals. Clean up the entire Project area.

END OF SECTION

**APPENDIX B**  
**DEBRIS MANAGEMENT REPORT**

# The City of Madera

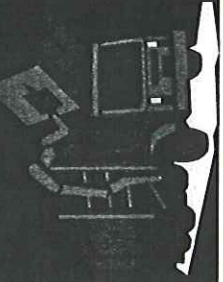
# SOLID WASTE Management Division

## Construction and Demolition Debris



### *Recyclable materials:*

- Asphalt and Concrete
- Cardboard
- Carpet/Carpet pad
- Clean fill dirt
- Fluorescent lamps
- Freon
- Glass
- Green Waste
- Metals
- Pallets
- Wallboard
- Water heaters



Department of Public Works, Building and Engineering  
1030 S. Gateway Drive, Madera, CA 93637  
Phone (559) 661-5466 Fax: (559) 661-0760





## **GUIDELINES FOR CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING WITHIN THE CITY OF MADERA**

### **Background**

Waste is generated every time a building is constructed or demolished. Known as Construction and Demolition (C&D) Debris, this waste often contains bulky, heavy materials, including concrete wood, asphalt, gypsum, metals, bricks, and plastics. C&D Debris also includes salvaged building components such as doors, windows, and plumbing fixtures.

AB 939, the "California Integrated Waste Management Act of 1989," requires each city and county to divert 50% of its solid waste by the year 2000 or face \$10,000 per day fines. Currently, the City of Madera is not meeting the 50% mandate. Although the California Integrated Waste Management Board has granted our local jurisdictions a compliance extension, a strong and comprehensive effort is required to meet the 50% diversion requirement. Diverting construction and demolition debris is essential to further the Cities effort to comply with the goals of AB 939. Council passed C&D Ordinance on July 16, 2008. Public Works is developing a program to implement this ordinance.

### **Three Easy Steps**

1. Before you receive a building permit you must tell the City how you will handle the project's waste stream. The (C&D) recycling ordinance will require that every construction project that produces over eight cubic yards of waste material and building renovation projects greater than 1,000 square feet must recycle at least 50% of all construction debris. Forms will be located at the building department.
2. Where ever your waste is taken, be sure you get the original receipts for each facility and each load that they handle. You must submit all original recycling and disposal receipts to the City before Final Inspection Approval.
3. Any property owner, developer, or individual who does not comply with any requirement of the construction and demolition debris recycling provision may be assessed an administrative penalty for non-compliance. The amount of penalty assessed may be up to one thousand dollars (\$1,000.00) for each event. Without full payment of fees, final occupancy, acceptance of subdivision, or sign off on demolition permit will not be granted.

**Note**

- A.** Your Building Permit will not be issued without the waste handling method being identified.
- B.** Final Inspection will not be completed and the project will not be approved without all original waste handling receipts being received and approved in the Public Works Department.
- C.** There is a \$1,000.00 penalty for failure to recycle 50% of the projects waste stream.

## **CONSTRUCTION AND DEMOLITION RECYCLING GUIDELINES**

As a requirement of State Assembly Bill 939, every city and county in the State of California is required to recycle at least 50% of all waste going to the landfill. The recycling of construction and demolition materials will have a significant impact in reaching the recycling goals established by the State.

### **BENEFITS OF RECYCLING.**

By removing the recyclable materials from waste generated at a construction site, you can reduce the disposal costs associated with the construction project. It can cost up to 2 times the amount to throw away any construction waste as it does to take it to a recycler. The landfill will often times have a special rate for disposal of source-separated recyclable materials such as green waste and clean lumber. Some of the items that are currently disposed of at a construction site can be easily recycled or used on other construction sites. If the recycling program is implemented correctly, it is very easy to accomplish the goal of recycling 50% or more of the material at these sites.

### **TAKE TIME TO CAREFULLY EVALUATE THE JOB TO IDENTIFY OPPORTUNITIES FOR RECYCLING.**

When estimating the amount and type of materials to be recycled, it is important at the planning stages to identify all the options available. What may appear to be an opportunity today may later turn out to be contaminated and not recyclable during the actual project. It is important that any problems experienced be documented for future reference.

### **CONTACT THE SUBCONTRACTORS IN ADVANCE TO MAKE THEM PART OF YOUR RECYCLING PROGRAM.**

Having the subcontractors on line with your recycling program can prevent an unknown source from impacting your results. Remember the total waste generated at the site is how your Recycling Program will be evaluated.

### **CONSTRUCTION AND DEMOLITION.**

C&D debris is generated during the construction and demolition of buildings, roads, landscaping and road clearing. It typically includes materials such as concrete, asphalt roofing and paving, lumber, gypsum, wallboard, dirt, brick, scrap metal, green waste, cardboard, and plastic. Every effort has been made to list the most up-to-date information in the Guide. At the end of this Guide you will find the names of companies that are also permitted C&D processors.

## DEFINITIONS AND DEMOLITION DEBRIS (C&D)

### CONSTRUCTION AND DEMOLITION DEBRIS (C&D).

Disposal materials resulting from construction, remodeling, repair, clean up, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes but not limited to asphalt, concrete, cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel, as well as vegetative matter resulting from land clearing and landscaping including but not limited to rock, soil, and tree stumps.

### CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING.

Construction and demolition debris generated under a City issued building, renovation, or demolition permit and equal to or exceeding eight (8) cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D recycling report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.

The City will provide the proper documentation form; however, other forms of documentation can be used as long as it is deemed by City staff to be acceptable and complete.

### PENALTIES FOR NON-COMPLIANCE.

Any property owner, developer, or individual who does not comply with any requirement of the construction and demolition debris recycling provisions of this chapter may be assessed an administrative penalty for non-compliance pursuant to Chapter 9 of the Madera Municipal Code. The amount of the penalty assessed may be up to one thousand dollars (\$1,000.00) for each project. Each day that a violation continues shall be deemed a new and separate offense. Without full payment of fees, final occupancy, acceptance of subdivision, or sign off on demolition permit will not be granted.

**C & D DEBRIS DISPOSAL OPTIONS**

<b>Company Name</b>	<b>Location</b>	<b>City/State</b>	<b>Phone #</b>
<b>ASPHALT AND CONCRETE</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc. (no charge-clean concrete)	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151
Lee's Concrete Materials	200 S. Pine St.	Madera, CA	673-9189
Talley's Oil Inc.	12483 Road 29	Madera, CA	673-9011
<b>CARDBOARD</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151
Barios Recycling Inc.	2788 S. Orange Ave	Fresno, CA	233-0922
Brunos Iron Metal, LP	3211 S. Golden State Blvd.	Fresno, CA	233-6543
Allen Company ( No waxed boxes )	2607 E. Woodward St	Fresno, CA	264-4804
Clovis Recycling	710 Jefferson Ave	Clovis, CA	299-7485
ReCyCo. Inc. Recycling Center	4585 E. Olive Ave	Fresno, CA	255-9500
Smurfit Recycling Co.	24 S. Thorne Ave	Fresno, CA	441-1166

**C & D DEBRIS DISPOSAL OPTIONS**

Company Name	Location	City/State	Phone #
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**CARPET/CARPET PAD**

Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151

**CLEAN FILL DIRT**

Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211

**FLUORESCENT LAMPS: Bulbs, Tubes & Ballasts\***

Hazardous Waste Drop-off Events	Various	Fresno, CA	262-4259
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099

**FREON: In Appliances/ Air Conditioners**

Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211



## C & D DEBRIS DISPOSAL OPTIONS

Company Name	Location	City/State	Phone #
<b>METAL: Aluminum</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151
Westren Metal	2910 S. Cherry Ave.	Fresno, CA	264-6246
Barios Recycling Inc.	2788 S. Orange Ave	Fresno, CA	233-0922
Brunos Iron Metal, LP	3211 S. Golden State Blvd.	Fresno, CA	233-6543
Hepppner Iron & Metal Inc.	3489 S. Chestnut Ave	Fresno, CA	237-6677
Dreams Recycling (Site 2)	15057 W. Whites Bridge Rd.	Kerman CA	846-9551
Fresno Recycling	1701 S. Orange Ave	Fresno, CA	264-6303
Levis Iron & Metal Inc.	2727 S. Chestnut Ave	Fresno, CA	233-3211
Skee's Recycling Inc.	4638 E. Thomas Ave	Fresno, CA	255-8355
Smurfit Recycling Co.	24 S. Thorne Ave	Fresno, CA	441-1166
Clovis Recycling	710 Jefferson Ave	Clovis, CA	299-7485
<b>METAL: Ferrous</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151
Barios Recycling Inc.	2788 S. Orange Ave	Fresno, CA	233-0922
Brunos Iron Metal, LP	3211 S. Golden State Blvd.	Fresno, CA	233-6543
Clovis Recycling	710 Jefferson Ave	Clovis, CA	299-7485
Hepppner Iron & Metal Inc.	3489 S. Chestnut Ave	Fresno, CA	237-6677
Skee's Recycling Inc.	4638 E. Thomas Ave	Fresno, CA	255-8355
Pick-A-Part Auto Wrecking	2274 E. Muscat Ave	Fresno, CA	485-3071



## C & D DEBRIS DISPOSAL OPTIONS

Company Name	Location	City/State	Phone #
<b>METAL: Non- Ferrous</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151
Westren Metal	2910 S. Cherry Ave.	Fresno, CA	264-6246
Barios Recycling Inc.	2788 S. Orange Ave	Fresno, CA	233-0922
Brunos Iron Metal, LP	3211 S. Golden State Blvd.	Fresno, CA	233-6543
Heppner Iron & Metal Inc.	3489 S. Chestnut Ave	Fresno, CA	237-6677
Dreams Recycling (Site 2)	15057 W. Whites Bridge Rd.	Kerman CA	846-9551
Fresno Recycling	1701 S. Orange Ave	Fresno, CA	264-6303
Levis Iron & Metal Inc.	2727 S. Chestnut Ave	Fresno, CA	233-3211
Skee's Recycling Inc.	4638 E. Thomas Ave	Fresno, CA	255-8355
Clovis Recycling	710 Jefferson Ave	Clovis, CA	299-7485
<b>PALLETS</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Clovis Recycling	710 Jefferson Ave	Clovis, CA	299-7485
American Bin & Pallet Repair	728 W. Whites Bridge Rd.	Fresno, CA	266-9999
Used Pallet Company	4115 S. Orange Ave	Fresno, CA	264-6664
West Coast Waste	3071 S. Golden State Frontage Rd.	Fresno, CA	497-5320
Green Valley Recycling	2365 E. North Ave.	Fresno, CA	266-2650



**C & D DEBRIS DISPOSAL OPTIONS**

<b>Company Name</b>	<b>Location</b>	<b>City/State</b>	<b>Phone #</b>
<b>WOOD (Untreated)</b>			
AES Mendota Biomass	400 Guillien Parkway	Mendota, CA	655-4921
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Green Valley Recycling	2365 E. North Ave.	Fresno, CA	266-2650
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151
West Coast Waste	3071 S. Golden State Frontage Rd.	Fresno, CA	497-5320
Fairmead Landfill	21739 Road 19	Chowchilla, CA	665-3099
<b>PERMITTED C&amp;D PROCESSORS</b>			
Cedar Ave. Recycling/Transfer Station	3457 S. Cedar Ave.	Fresno, CA	233-1158
Kroeker, Inc.	4627 S. Chestnut Ave	Fresno, CA	237-3764
Mid Valley Disposal	15300 W. Jensen Ave	Kerman CA	237-9425
Rice Road Transfer Station (Allied Waste)	10463 N. Rice Rd.	Fresno, CA	434-9211
Sunset Waste	2721 S. Elm St.	Fresno, CA	499-1595
Waste Management	5608 S. Villa Ave	Fresno, CA	834-9151

# DEBRIS MANAGEMENT REPORT

FINAL OCCUPANCY, ACCEPTANCE OF SUBDIVISION, OR SIGN OFF ON DEMOLITION PERMIT  
WILL NOT BE GRANTED UNTIL COMPLETED REPORT IS SUBMITTED

Submit completed form (in-person or by Certified Mail) to:  
City of Madera Solid Waste Manager  
1030 S. Gateway Drive  
Madera, CA 93637

APN: \_\_\_\_\_ Building Permit #: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Jobsite Address: \_\_\_\_\_

Owner Phone: (\_\_\_\_) \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Contact Phone: (\_\_\_\_) \_\_\_\_\_

MATERIAL	Recycle	Dispose	ACTUAL FACILITIES/SERVICE PROVIDERS USED	WEIGHT (TONS)
Concrete/Asphalt				
Brick				
Cardboard				
Paper/Plastic				
Stucco				
Dry Wall				
Lumber/Wood				
Roof Shingles				
Dirt/Plant/Tree Debris				
Metal				
Mixed C & D				
Trash				
Other: _____				

Total tons of materials disposed (not recycled): \_\_\_\_\_

Total tons of materials (recycled): \_\_\_\_\_

Percent recycled/reused: \_\_\_\_\_ %

Please attach all copies of receipts, weight tags, or other verifying documentation for all materials that were reused, recycled or disposed.

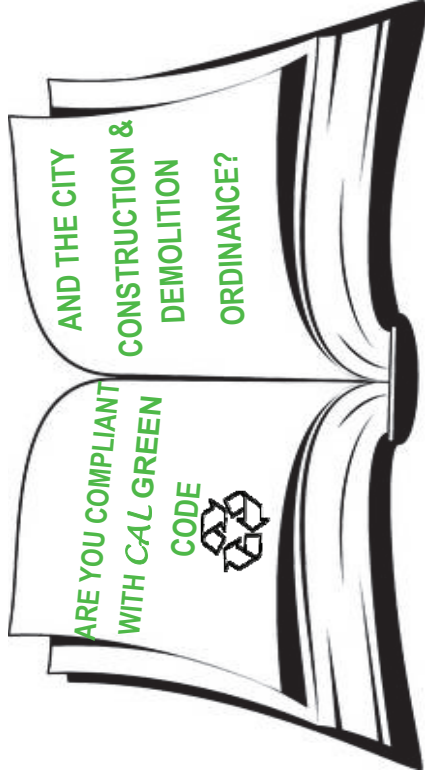
Please sign and date indicating that the above information is true and correct to the best of your knowledge:

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_



**REMINDER: PLEASE KEEP ALL RECYCLING, C&D AND LANDFILL RECEIPTS!** All landfill tickets must have a permit # and construction site address written on them. These receipts will be necessary for the Debris Management Report which must be submitted to the Solid Waste Manager prior to issuance of final occupancy or acceptance of subdivision.

# CONSTRUCTION AND DEMOLITION



## C&D MATERIAL TO BE RECYCLED

- Asphalt and Concrete
- Cardboard
- Clean fill dirt
- Green Waste/Organics
- Wood Waste
- Pallets
- Wallboard/Gypsum/sheetrock
- Metal

### Are using a roll-off?

You may be required to use the exclusive franchise hauler's roll off service in the City. Please make sure to ask the City or County Building and Planning Department how to comply with their ordinance. Mid Valley Disposal (MVD) will track your recycling diversion for each permit/project with MVD Roll Off Services.

### Do you have sub haulers used during your project?

If you have sub haulers removing waste from your C&D project, you are required to turn in weight tickets from facility materials were disposed of. For concrete you will need to report an estimated weight of concrete hauled to a facility. This is very important to meet your 65% diversion requirement under Cal Green Code.

### Where do I self haul my C&D waste?

Each C&D project is required to meet a 65% recycling diversion rate. In order to meet this goal, materials should be sent to a facility that will sort and separate the waste from materials that can be recycled. Green Waste should be hauled to a compost facility and concrete to a recycling facility.

If you have any questions regarding how to comply with Cal Green Code, please contact City's Building and Planning Department and/or Mid Valley Disposal at 559.567.0520.

# DEBRIS MANAGEMENT REPORT

**FINAL OCCUPANCY, ACCEPTANCE OF SUBDIVISION, OR SIGN OFF ON DEMOLITION PERMIT WILL NOT BE GRANTED UNTIL COMPLETED REPORT IS SUBMITTED**

Submit completed form (in-person or by Certified Mail) to:  
 City of Madera  
 Building Department  
 205 W. 4th St.  
 Madera, CA 93637

APN: \_\_\_\_\_ Building Permit #: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Jobsite Address: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Owner Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Jobsite Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

MATERIAL	Recycle	Dispose	ACTUAL FACILITIES/SERVICE PROVIDERS USED	WEIGHT (TONS)
Concrete/Asphalt				
Brick				
Cardboard				
Paper/Plastic				
Stucco				
Dry Wall				
Lumber/Wood				
Roof Shingles				
Dirt/Plant/Tree Debris				
Metal				
Mixed C & D				
Trash				
Other: _____				

Total tons of materials disposed (not recycled): \_\_\_\_\_

Total tons of materials (recycled): \_\_\_\_\_

Percent recycled/reused: \_\_\_\_\_ %

**Please attach all copies of receipts, weight tags, or other verifying documentation for all materials that were reused, recycled or disposed.**

Please sign and date indicating that the above information is true and correct to the best of your knowledge:

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_



**REMINDER: PLEASE KEEP ALL RECYCLING, C&D AND LANDFILL, RECEIPTS!** All landfill tickets must have a permit # and construction site address written on them. These receipts will be necessary for the Debris Management Report which must be submitted to City of Madera Building Dept. prior to issuance of final occupancy or acceptance of subdivision.

White - Mid Valley Disposal • Pink - Customer • Yellow - Building Dept.

**APPENDIX C**  
**CITY WATER REQUIREMENTS**

## CONSTRUCTION WATER METER RENTAL

In order to rent a construction water hydrant meter the following criteria needs to be met:

1. Your project **must** be within the Madera city limits. Please contact City of Madera – Public Works Dept @ (559) 661-5466 to confirm criteria for this item is met.
2. Your company must have a **current** City of Madera business license and provide verification of same. If your company needs to obtain a City of Madera business license, please contact Stephanie Fernandez – City Finance Dept, BL Div @ (559) 661-5408 for further information & fees.

A Construction Water Meter application can be completed (highlighted sections only) using the form provided below and then submitting it to the Public Works Dept along with the following fees. If you are not sure of the meter “location” it can be filled in before we actually set the meter. The meter deposit is **\$1,700.00** + a meter set fee of **\$83.52** for a total initial cost of **\$1,783.52**. If paying by check please make it payable to: **City of Madera**.

Please note there is a 24-hour notice requirement for setting a construction water meter.

The City of Madera - Public Works Dept Office is located @ 1030 S. Gateway Drive, Madera, CA 93637. The office is open M-F from 7:00am to 4:00pm. The City Finance Dept window is open from 9:00am to 4:00pm.

Water is calculated @ **\$1.87 / 100** cubic feet of water used, **\$25.28** monthly service charge, and \$1.00/day meter rental. There is a charge of **\$83.52** if the contractor requests the meter be relocated at any time during their meter rental period. Additionally, there is a **\$60.00** idle assigned meter charge if the contractor does not use any water during the rental month.

Our Water Maintenance personnel read the active construction water meter rentals each month around the 21<sup>st</sup>, I then prepare the charges and submit them to our Finance Dept who will mail out the invoice.

Once your company is finished with the construction water meter, simply call Public Works and we will request the meter be read and picked up. Any final charges and/or refunds of the deposit will then be issued from the City Finance Department.



To: Finance Department

Finance Acct. #: \_\_\_\_\_

From: Public Works

Business License Acct. #: \_\_\_\_\_

Date: \_\_\_\_\_

Subject: Temporary Water Meter Application and Usage Report

Billing Period: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_ **\$1,700.00 Deposit Paid (Account 2680-9515)**

\_\_\_\_\_ Return Deposit to Contractor

\_\_\_\_\_ Retain Deposit for Future Use

Meter Number: \_\_\_\_\_

Location: \_\_\_\_\_

Meter Set Date: \_\_\_\_\_

Meter Removal Date: \_\_\_\_\_

Backflow Test Results:

Serial # \_\_\_\_\_

Initial \_\_\_\_\_

Beginning Meter Reading: \_\_\_\_\_

Date: \_\_\_\_\_

Monthly/Final Reading: \_\_\_\_\_

Date: \_\_\_\_\_

***Below this Line for Finance Use Only***

Convert from

Gals. To Cubic Usage: \_\_\_\_\_ 0 / 7.489 = \_\_\_\_\_ 0 Cubic Feet

Divided by 100: Usage: \_\_\_\_\_ 0 x 1.87 = \_\_\_\_\_ \$0.00

Uniform Monthly Service Charge: \_\_\_\_\_ \$25.28

*\*Total Monthly Charge:* \_\_\_\_\_

*\*Total Monthly Charge:* Account 2620-8206 WAUSE \_\_\_\_\_ \$0.00

Amortization Fee: Account 2620-8220 (\$1/day) AMORT \_\_\_\_\_ \$0.00

**Meter Set Fee: Account 2620-8221 (\$83.52) SET \_\_\_\_\_ \$83.52**

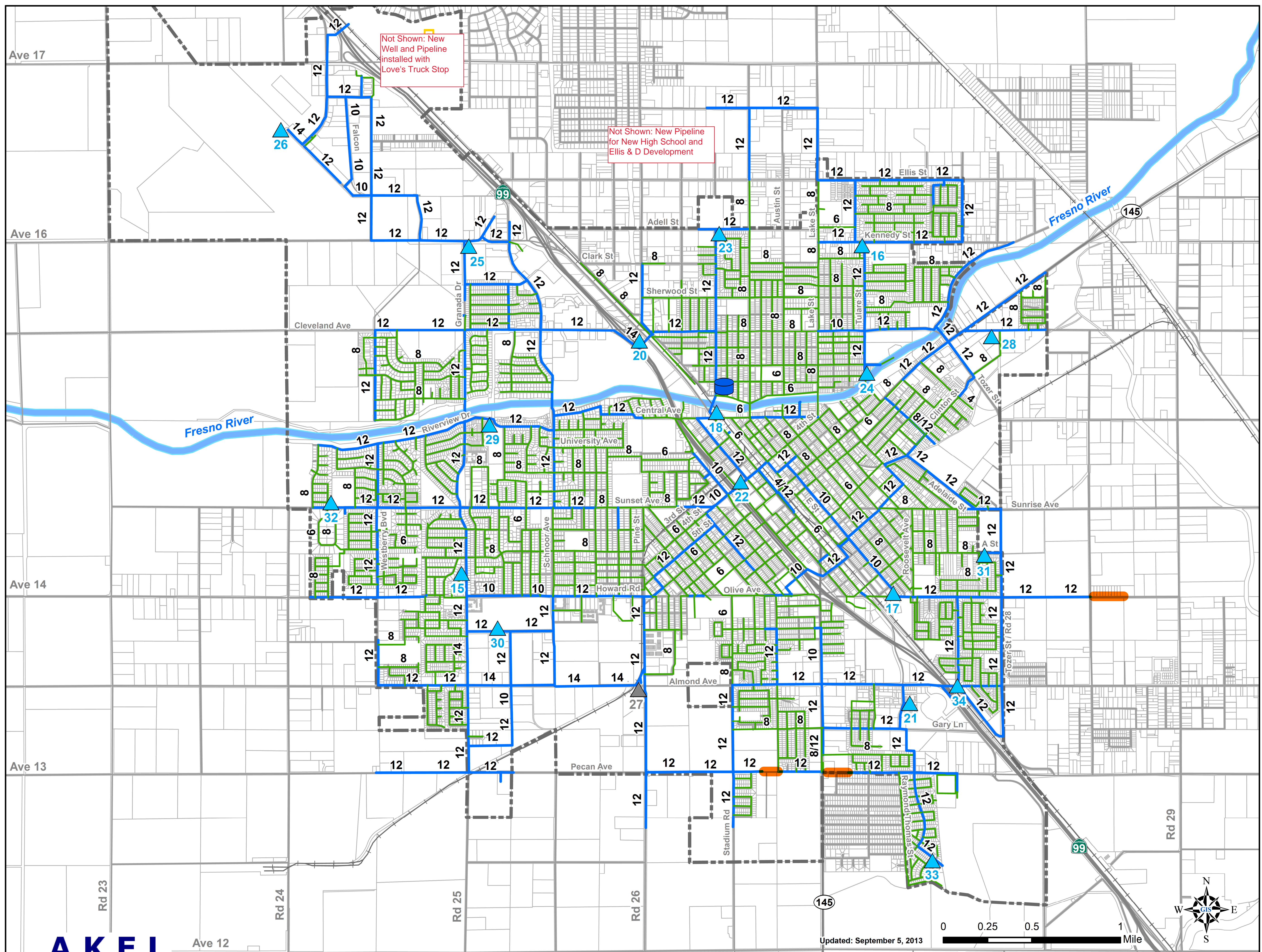
Meter Relocation Fee: Account 2620-8221 (\$83.52) SET \_\_\_\_\_ \$0.00

Idle Assigned Meter Chg: Account 2620-8220 (\$60.00) \_\_\_\_\_ \$0.00

**Total Amount Due CHECK # \_\_\_\_\_ \$1,783.52**

**NOTICE:** City of Madera Policy is to lock the industrial water meter onto the hydrant at the specified location. Once the meter is locked onto the hydrant it is not to be moved by the contractor. Contractors are held responsible for meters. If the meter is damaged, lost or stolen, the contractor will be charged for repair and/or replacement of the meter.

CONTRACTORS MAY REQUEST THAT CITY RELOCATE CONSTRUCTION METER TO A NEW JOB SITE LOCATION WITHIN THE CITY. THE CURRENT RELOCATION FEE WILL BE CHARGED FOR THIS SERVICE. ALL METER SET REQUESTS (INCLUDING RELOCATIONS) REQUIRE A 24/HR. ADVANCE NOTICE. CALL PUBLIC WORKS: (559) 661-5466. TO INSURE METER SAFETY THE CONTRACTOR IS ENCOURAGED TO ADD HIS OWN LOCK TO THE HYDRANT. (REV. 7-08-14 iv)



Not Shown: New Well and Pipeline installed with Love's Truck Stop

Not Shown: New Pipeline for New High School and Ellis & D Development

### Legend

- 1 MG Tank
- Wells
- Well Inactive

Pipes

- 8" and Smaller
- 10" and Larger

- Roads
- Highways
- Railroads
- Parcels
- City Limits
- Fresno River
- Completed water lines

## ES. 2

### Existing System

Water System Master Plan  
City of Madera



**APPENDIX D**  
**MID VALLEY DISPOSAL RATES**

## MID-VALLEY DISPOSAL RATES

The rates for roll-off bin services and C&D services shall be set as listed below and are subject to annual increases at the first of each calendar year based on the CPI referred to in the original Agreement:

**Delivery** - \$79.00 for delivery of a Roll-off bin

**Haul Charges:**

10 yard Roll-off bin - \$131.50 each time the bin is hauled away

20 yard Roll-off bin - \$147.25 each time the bin is hauled away

30 yard Roll-off bin - \$163.25 each time the bin is hauled away

40 yard Roll-off bin - \$179.00 each time the bin is hauled away

50 yard Roll-off bin - \$194.75 each time the bin is hauled away

**Composting** - \$200.00 shall be charged for green waste material in addition to hauling and delivery charges.

**Solid Waste Disposal** - \$41.00/ton shall be charged for solid waste material in addition to hauling and delivery charges.

**C&D Recycling** - \$48.00/ton shall be charged for processing C&D material in addition to Hauling and delivery charges.

**APPENDIX E**  
**SAMPLE UPRR "RIGHT OF ENTRY" AGREEMENT**

Folder No.:

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ corporation ("Contractor").

### RECITALS:

Contractor has been hired by the \_\_\_\_\_ ("Public Entity") to perform work relating to the \_\_\_\_\_ at-grade public road crossing with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post \_\_\_\_\_ (DOT \_\_\_\_\_) on its Subdivision in or near \_\_\_\_\_ County, \_\_\_\_\_, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_, between the Railroad and the Public Entity.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is

limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
*(Expiration Date)*



provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: \_\_\_\_\_*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such



noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_

Danielle Allen  
Manager-Real Estate

*(Name of Contractor)*

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

**Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

SAMPLE FOR BIDDING REFERENCE ONLY

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
- ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.



- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge. Before stepping over or crossing tracks, look in both directions first.
  - v. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**APPENDIX F**  
**COUNTY OF MADERA "ENCROACHMENT PERMIT**  
**APPLICATION" BLANK FORM**



COUNTY OF MADERA  
PUBLIC WORKS DEPARTMENT  
Permits & Development

200 W. 4<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Madera, CA 93637  
Main Line (559) 675-7811  
Fairmead Landfill (559) 665-1310  
Fax (559) 675-7631

**ENCROACHMENT PERMIT APPLICATION**

In compliance with Madera County Code Chapter 11.12.020 and Chapter 5.5 of Division 2 of the Streets and Highway Code the undersigned hereby applies for permission to excavate, construct or otherwise encroach on the county right of way.

**APPLICANT INFORMATION** (please print)

Applicant Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Applicant Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Property Owners Name (if other than applicant) \_\_\_\_\_ Telephone Number \_\_\_\_\_

Property Owners Address (if other than applicant) \_\_\_\_\_ Zip Code \_\_\_\_\_

**PROPERTY INFORMATION**

Site address or location \_\_\_\_\_

Assessor Parcel Number \_\_\_\_\_ Building Permit No. \_\_\_\_\_  
(if applicable)

**PROJECT INFORMATION**

Project/Work Schedule: Begin date \_\_\_\_\_

Number of anticipated work days: \_\_\_\_\_

Detailed description of the requested Encroachment

Applicant must include 1 copy of a detailed Site Plan and Traffic Control Plan clearly showing the location, extent and details of the requested encroachment.

**DECLARATION**

The undersigned hereby applies for an encroachment permit to perform the work as described above. The undersigned agrees to conduct the work in accordance with the rules and regulations of the encroachment permit and subject to inspection and approval by the County of Madera.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

This application must be complete and filed with plans, fees and required information prior to acceptance for processing.

DEPARTMENT USE ONLY

Rec'd by: \_\_\_\_\_ Permit Fee \_\_\_\_\_ Receipt No. \_\_\_\_\_

Check No. \_\_\_\_\_

**APPENDIX G**  
**MADERA IRRIGATION DISTRICT**  
**ENCROACHMENT PERMIT BLANK FORM**

Phone (559) 673-3514

www.madera-id.org

**General Manager**

Thomas Greci

**Assistant**

**General Manager**

Dina Cadenazzi Nolan

**Legal Counsel**

John P. Kinsey



12152 Road 28 1/4  
Madera, CA 93637

**Board of Directors**

**Division 1**

David Loquaci

**Division 2**

Tim DaSilva

**Division 3**

Brian Davis

**Division 4**

James Erickson

**Division 5**

Carl Janzen

**Application to Encroach on  
Madera Irrigation District Land / Right-of-Way**

**Permit No.** \_\_\_\_\_

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Request Date: \_\_\_\_\_

**APPLICANT INFORMATION**

Name ("Applicant"): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACTOR INFORMATION**

Name ("Contractor"): \_\_\_\_\_ Phone: \_\_\_\_\_

**LOCATION OF ENCROACHMENT**

Applicant and Contractor hereby request permission to access and/or construct on Madera Irrigation District land or right-of-way and/or facilities of the nature, location and purpose described below:

Type of works and/or facilities: \_\_\_\_\_

MID canal/pipeline name(s): \_\_\_\_\_

---

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**PAYMENT INFORMATION**

Non-refundable Permit Fees (Cash or Check only)

Encroachment Fee (\$500): \_\_\_\_\_ Inspection Fee (\$200/week of access/construction): \_\_\_\_\_

Construction Water Permit, if available, (Current Crop Water Policy Rate): \_\_\_\_\_

Total Payment Due: \_\_\_\_\_ Payment Received Date (Must be Paid in Advance): \_\_\_\_\_

Check No. \_\_\_\_\_ Cash Received: \_\_\_\_\_

**REQUIRED DOCUMENTS & COPY of LIABILITY INSURANCE**

Required Documents from Applicant:

- Valley Fever Acknowledgement     Disclosure-Assumption of Risk
- Certificate of Insurance & Endorsements

Required Documents from Contractor:

- Valley Fever Acknowledgement     Disclosure-Assumption of Risk
- Certificate of Insurance & Endorsements

The issuance of this Permit is conditioned upon Applicant’s and Contractor’s compliance with the Madera Irrigation District General Terms and Conditions for Encroachment, which are attached hereto as **Attachments 1 and 1-A**.

The issuance of this Permit is also conditioned upon Applicant’s and Contractor’s review of the Valley Fever Fact Sheet attached hereto as **Attachment 2**. Applicant and Contractor shall cause any of their respective employees, agents, or representatives who enter onto the Site to execute the Acknowledgement of Receipt of the Valley Fever Fact Sheet attached hereto as **Attachment 2-A**, and the Disclosure-Assumption of Risk, Release, Waiver, Indemnity and Hold Harmless Agreement attached hereto as **Attachment 3**. Such documents must be executed by any person seeking to enter onto the Site, and returned to the District prior to that person’s entry onto the Site.

**APPLICANT:**

**CONTRACTOR:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED BY:**

**MADERA IRRIGATION DISTRICT**

Signature: \_\_\_\_\_

Name: Thomas Greci

Its: General Manager

## ATTACHMENT NO. 1

### **GENERAL TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT**

The issuance of this Permit is conditioned on the following terms and conditions:

1. The Applicant agrees that in the event the permit is granted and agreed upon by Madera Irrigation District (MID or District):
  - a. Activities undertaken by Applicant (“Works”) shall be at Applicant’s sole expense.
  - b. Works shall conform to MID’s standards and shall be constructed and maintained to the satisfaction of MID.
  - c. Works shall be performed and constructed in such manner as to preclude interference with the operations of MID, including deliveries of irrigation water to MID growers.
  - d. This permit upon issuance, unless otherwise noted, is terminable at any time, for any reason at the will of MID. In the event, MID determines to terminate this permit, it shall give Applicant notice in writing stating the time of termination. Upon termination, all Works shall be removed at Applicant’s expense.
  - e. Applicant shall be responsible for any damage to the property of MID. Any repairs or loss of service to MID water users will be at the sole expense of the Applicant.
  - f. Applicant and proposed Work will comply with all applicable Federal, State and Local laws, ordinances, and regulations at all times. All proposed Work must be completed by a licensed professional/contractor.
  - g. Applicant shall at all times maintain insurance of such amounts as District may require for the protection of both District and Applicant which may arise from the Applicant’s exercise of the application and/or performance of Work, including any work performed by Applicant’s subcontractor, Attachment 1-A contains District insurance requirements.
  - h. Applicant shall indemnify the District, Board of Directors, officers, agents, employees, volunteers, and consultants and hold them harmless from any and all loss, damage, claim, expense, including without limitation attorney’s fees and costs, or liability resulting from injury to or death of persons or injury to property arising out of or in any way connected with the Applicant’s exercise of the application and/or performance of the Work, including any work performed by Applicant’s subcontractor. Upon the District’s request, Applicant shall defend any suit asserting a claim covered by this indemnity.
  - i. The Applicant shall provide the District a schedule of start and end of project so that MID can observe and inspect during and at completion. Contact the Engineering Department at (559) 673-3514 at least 48 hours in advance of the project start.



2. This permit, upon issuance, is given subject to existing rights-of-way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electric transmission lines, and canals, laterals, ditches, flumes, siphons, and pipelines on, over and across the MID's lands.
3. This permit, upon issuance, in no way constitutes any surrender or subordination by MID of its jurisdiction and supervision over all or any part of the lands herein involved.
4. Conditions of this permit shall be binding upon owners, heirs, or assigns in succession. Applicant shall not assign this permit or its proceeds without the prior written consent of the District, which consent is at the sole and absolute discretion of the District. Any unauthorized assignment shall be void. Any such assignment shall not release Applicant from its duty to the District to discharge its obligations and liabilities hereunder, and any assignee shall take subject to all the rights of the District herein provided. If Applicant is given written consent to assign this Agreement, Applicant bind its assignee(s) to all the terms and provisions of this Agreement.
5. MID has the right to remove said encroachment at Applicant's expense at any time deemed necessary by MID in its absolute discretion.
6. This permit is granted assuming all other required permits have been obtained from Federal, State and Local agencies.

## ATTACHMENT NO. 1-A

### MID INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

**Recommended Clarifying Language:** If the Applicant is a Developer or Contractor that is actually doing work on the Madera Irrigation District right-of-way, the Insurance Requirements and Additional Insured endorsements stated below shall apply to that Developer or Contractor. If the Applicant contracts with another person or entity to actually encroach on the Madera Irrigation District property and perform work, the person or entity (Contractor and subcontractor) actually doing the work shall comply with the Insurance Requirements and Additional Insured endorsements stated below. It is the express intent of this Encroachment Permit to protect the Madera Irrigation District as an insured under a commercial general liability coverage of the person or entity actually doing the work on the Madera Irrigation District right-of-way or property. It is the responsibility of the Applicant to make sure that the person or entity actually doing the work complies with the insurance requirements in this Encroachment Permit.

**Minimum Insurance Requirements:** The Applicant (including any contractors or subcontractors hired to do any work) shall procure and maintain for the duration of the proposed encroachment, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the proposed encroachment and the activities of the Applicant, guests, agents, representatives, employees or contractor and subcontractors. The Applicant shall provide and maintain the following commercial general liability, automobile liability, workers' compensation coverages as permitted by law:

**Coverage:** Coverage shall be at least as broad as the following:

1. **General Liability – Commercial General Liability (CGL):** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to Madera Irrigation District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability -** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Madera Irrigation District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Madera Irrigation District; but this provision applies regardless of whether or not the Madera Irrigation District has received a waiver of subrogation from the insurer.

If the Applicant maintain broader coverage and/or higher limits than the minimums shown above, the Madera Irrigation District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Madera Irrigation District.

**Other Required Provisions:** The Commercial General Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Madera Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 12 05 09 or for projects including construction ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 including ongoing and completed operations), as respects: liability arising out of the work or activities performed by or on behalf of the Applicant including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to Madera Irrigation District, its directors, officers, employees, and authorized volunteers.
2. **Primary Coverage:** For any claims related to this project, the Applicant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Madera Irrigation District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Madera Irrigation District, its directors, officers, employees, and authorized volunteers; shall be excess of the Applicant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Madera Irrigation District.

**Acceptability of Insurers:** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or equivalent or as otherwise approved by Madera Irrigation District.

The Applicant agrees and he/she will comply with such provisions before commencing project. All of the insurance shall be provided on policy forms and through companies satisfactory to Madera Irrigation District. The Madera Irrigation District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsement pages. Failure to continually satisfy the Insurance requirements is a material breach of contract.

**Verification of Coverage:** Applicant shall furnish the Madera Irrigation District with certificates and amendatory endorsements effecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by the Madera Irrigation District *at least five days* before the Applicant commences activities.

### **Contractors and Subcontractors**

Applicant shall require and verify that all contractors and subcontractors maintain the liability insurance requirements stated herein, and Applicant shall ensure that Madera Irrigation District, its directors, officers, employees, and authorized volunteers are additional insureds on the commercial general liability insurance policy of all contractors who hire subcontractors to perform work on the scheduled project with a form at least as broad as CG 20 38 04 13.

**Continuation of Coverage:** The Applicant (including any Contractors) shall, upon demand of Madera Irrigation District, continue the required liability coverages for at least three (3) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Homeowner or Contractor shall provide a renewal Certificate including the Additional Insured endorsement to the Madera Irrigation District at least ten (10) days prior to the expiration date.

**Other Considerations/Exceptions:**

---

When the Madera Irrigation District determines that any work may involve potential environmental pollution liability, the Commercial General Liability policy shall include **Contractor's Pollution Liability** –with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

**If Homeowner applying for Permit** – Homeowner will provide Homeowners Insurance with liability limits minimum of \$500,000 per occurrence applicable per project and per location. The Homeowners Policy shall also be endorsed with the Madera Irrigation District, its directors, officers, employees, and authorized volunteers with as an Additional Insured; or If the Homeowner contracts with another person or entity to actually encroach on the Madera Irrigation District property and perform work, the person or entity (contractor) actually doing the work shall comply with the Indemnification language, insurance requirements and additional insured endorsements stated in this agreement.

## Valley Fever Fact Sheet

### What is Valley fever?

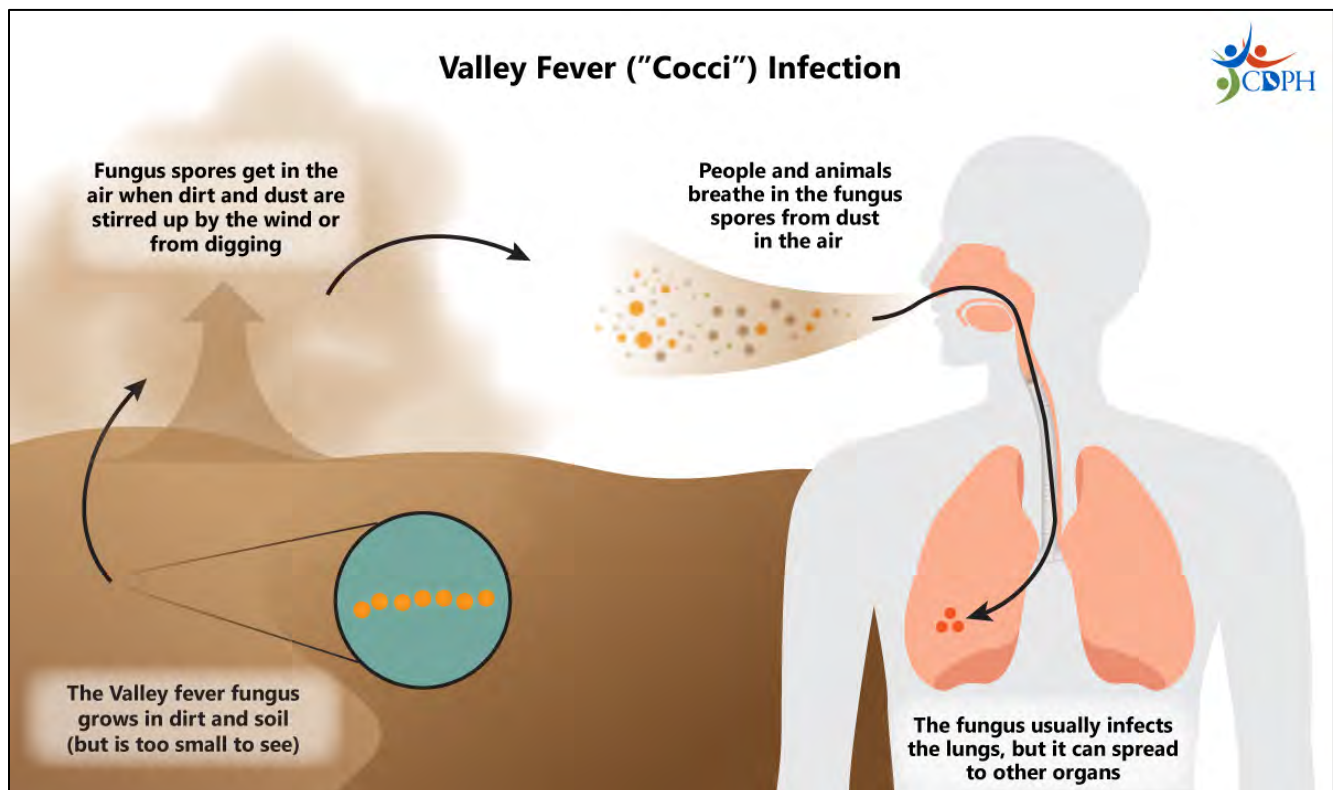
Valley fever (also called coccidioidomycosis or “cocci”) is an infectious disease caused by the *Coccidioides* fungus that lives in the soil and dirt in certain areas of California and the southwestern United States. If you breathe in this fungus from dust in the air, it can infect your lungs and cause symptoms such as cough, fever, chest pain, or tiredness. Some people with Valley fever may develop severe disease, which may require hospitalization. In rare cases, the infection can spread beyond the lungs to other parts of the body (this is called disseminated Valley fever).

In California, the number of reported Valley fever cases has greatly increased in recent years. Since 2000, the number of cases has increased from less than 1,000 cases to more than 9,000 cases in 2019.

### How do people get Valley fever?

People can get Valley fever by breathing in dust that contains spores of the *Coccidioides* fungus. Like seeds from plants, a fungus grows and spreads from tiny spores that are too small to see. When soil or dirt are stirred up by strong winds or while digging, dust containing these fungal spores can get into the air. Anyone who lives, works, or visits in an area where the Valley fever fungus grows can breathe in these fungal spores without knowing it and become infected.

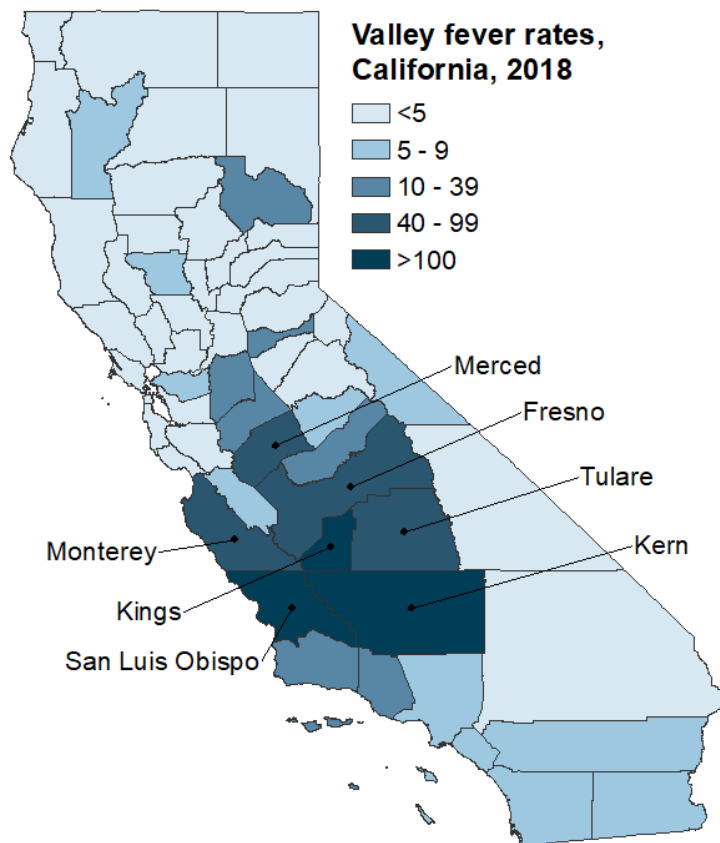
Animals, including pets, can also become infected by breathing in fungal spores. Valley fever is not contagious and cannot spread from one person or animal to another.



## When and where do people get Valley fever?

People can get Valley fever any time of the year, but more people are likely to be infected with the fungus that causes Valley fever in the late summer and fall than at other times of the year.

People are more likely to get Valley fever if they live, work, or visit in areas where the fungus grows in the soil or is in dust in the air. There is no test available to see if the Valley fever fungus is growing in the soil in certain areas, but we do know that Valley fever has been diagnosed in people living in counties throughout California. Most cases of Valley fever in California (over 65%) are reported in people who live in the Central Valley and Central Coast regions. The map below shows the rates of reported Valley fever cases by county in California, with darker shaded counties having higher rates than lighter shaded counties.



Rates of reported Valley fever cases per 100,000 population. Darkest colored counties had the highest rates of Valley fever.

Outside of California, Valley fever occurs in Arizona, and some areas of Nevada, New Mexico, Utah, and Texas, and parts of Mexico and Central and South America.

## **What are the signs and symptoms of Valley fever?**

Most people (about 6 in 10) infected with Valley fever have no symptoms, and their bodies will fight off the infection naturally. People who do get sick usually develop symptoms 1–3 weeks after breathing in the fungus.

Valley fever usually infects the lungs, and some people can develop respiratory symptoms or pneumonia (a lung infection). People who get sick may have some of the following symptoms:

- Fatigue (tiredness)
- Cough
- Chest pain
- Fever
- Rash on upper body or legs
- Headaches
- Muscle or joint aches
- Night sweats
- Unexplained weight loss

Some of these symptoms are similar to those of other common illnesses (including COVID-19 and the flu), but Valley fever symptoms can last a month or more.

Most people fully recover from Valley fever. In rare cases, Valley fever can spread to other parts of the body and infect the brain, joints, bone, skin, or other organs. This form of Valley fever can be very serious and fatal.

## **How is Valley fever diagnosed and treated?**

If you have Valley fever symptoms that last more than a week, talk to a healthcare provider. Since Valley fever symptoms are similar to those of other common illnesses, your provider may order a blood test or other tests (such as a chest x-ray) to help diagnose Valley fever.

Treatment may not be needed for mild infections, which can sometimes get better on their own. However, all people with symptoms should see a healthcare provider who can determine if treatment is needed. There are no over-the-counter medications to treat Valley fever.

If you are diagnosed with Valley fever, it is very important to follow the instructions given by your healthcare provider about treatment, follow-up testing, and appointments.

## **If a person has had Valley fever before, can they get it again?**

If a person has already had Valley fever, their immune system will most likely protect them from getting it again. Although it is rare, some people who have already had Valley fever could get sick again if their immune system weakens because of certain medical conditions (such as cancer) or by taking certain medications, like those for cancer, organ transplant, or autoimmune disease.

## **Are certain people at greater risk for Valley fever?**

Anyone can get Valley fever, including healthy adults and children. Certain groups may be at higher risk of getting Valley fever, and other groups may be at higher risk of having severe or disseminated disease if infected.

### **People at higher risk of getting Valley fever:**

People who live, work, or travel in areas with high rates of Valley fever (see map above) may be at higher risk of getting infected than others, especially if they:

- Participate in outdoor activities that involve close contact to dirt or dust, including yard work, gardening, and digging
- Live or work near areas where dirt and soil are stirred up, such as construction or excavation sites
- Work in jobs where dirt and soil are stirred up or disturbed, including construction, farming, military work, and archaeology
  - If you work in a job where dirt or soil is disturbed in a place where Valley fever is common, you and your employer may want to review the [CDPH website for preventing work-related Valley fever](#).

More cases of Valley fever have been reported among men than among women, and among adults than among children. Work and outdoor exposure among adult men may explain the higher rates of Valley fever in this group.

### **People at higher risk of having severe or disseminated Valley fever if infected:**

- Older adults (60+ years old)
- People who are Black or Filipino
- Pregnant women, especially in the later stages of pregnancy
- People with diabetes
- People with health conditions that weaken their immune system such as:
  - Cancer
  - Human immunodeficiency virus (HIV) infection
  - Treatment with chemotherapy, steroids, or other medications that affect the immune system
  - Organ transplant

## **How can I help reduce my risk of getting Valley fever?**

It is very difficult to avoid breathing in the Valley fever fungus in areas where it is common in the environment. People who live, work, or travel in these areas can try to avoid spending time in dusty areas as much as possible to reduce the risk of breathing in the Valley fever fungus from dust in the air. There is no vaccine to prevent Valley fever.



Some practical tips may help reduce the risk of getting Valley fever. It is important to know that these steps have not been proven to prevent Valley fever.

Avoid dust in places where Valley fever is common (where Valley fever rates are high):

- Stay inside and keep windows and doors closed when it is windy outside and the air is dusty, especially during dust storms.
- Consider avoiding outdoor activities that involve close contact to dirt or dust, including yard work, gardening, and digging, especially if you are in one of the groups at higher risk for severe or disseminated Valley fever.
- Cover open dirt areas around your home with grass, plants, or other ground cover to help reduce dusty, open areas.
- While driving in these areas, keep car windows closed and use recirculating air, if available.
- Try to avoid dusty areas, like construction or excavation sites.
- If you cannot avoid these areas, or if you must be outdoors in dusty air, consider wearing an N95 respirator (a type of face mask) to help protect against breathing in dust that can cause Valley fever.
  - N95 respirators are available at drugstores and hardware supply stores.
  - To be effective, N95 masks must be fitted properly. Instructions can be found on several websites, including the [U.S. Centers for Disease Control and Prevention instruction video for using disposable respirators](#).

When digging in dirt or stirring up dust in areas where Valley fever is common:

- Stay upwind of the area where dirt is being disturbed.
- Wet down soil before digging or disturbing dirt to reduce dust.
- Consider wearing an N95 respirator (mask).
- After returning indoors, change out of clothes if covered with dirt.
  - Be careful not to shake out clothing and breathe in the dust before washing. If someone else is washing your clothes, warn the person before they handle the clothes.

### **What is being done about Valley fever in California?**

The California Department of Public Health (CDPH) and local health departments track cases of Valley fever and monitor the number of people who get sick with Valley fever in California.

CDPH also reviews data and investigates outbreaks of Valley fever to better understand:

- Where Valley fever is most common
- Who is most affected by Valley fever
- If disease trends of Valley fever are changing
- How people can reduce their risk of getting Valley fever

CDPH also works to raise awareness of Valley fever among healthcare providers and the public and provides information to employers to help prevent Valley fever in the workplace.

**Where can I get more information about Valley fever?**

Contact your local health department or visit [CDPH's Valley fever website](#) for more information about Valley fever. You can also visit the [CDC's Valley fever website](#).

Updated June 2021

**ATTACHMENT NO. 2-A**

**ACKNOWLEDGEMENT OF RECEIPT OF COPY FROM THE  
STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES  
AGENCY – REGARDING VALLEY FEVER  
(COCCIDIOIDOMYCOSIS)**

By my signature below, I acknowledge that I have read and understand and received a copy of the State of California – Health and Human Services Agency – Regarding Valley Fever (Coccidioidomycosis)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ATTACHMENT NO. 3

Phone (559) 673-3514

www.madera-id.org

**General Manager**

Thomas Greci

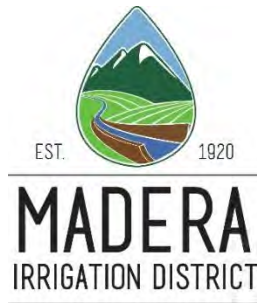
**Assistant**

**General Manager**

Dina Cadenazzi Nolan

**Legal Counsel**

John P. Kinsey



12152 Road 28 1/4  
Madera, CA 93637

**Board of Directors**

**Division 1**

David Loquaci

**Division 2**

Tim DaSilva

**Division 3**

Brian Davis

**Division 4**

James Erickson

**Division 5**

Carl Janzen

## **Disclosure-Assumption of Risk, Release, Waiver, Indemnity and Hold Harmless Agreement**

**NOTICE:** This is a legally binding agreement between Madera Irrigation District (referred to herein as “MID”), a California irrigation district with its principal office at 12152 Road 28 ¼, Madera, CA 93637, and the individual signing below (referred to herein as “you”).

- 1) **Introduction.** MID is asking you to sign this agreement because you desire and intend to enter onto property owned or operated by or for MID (referred to collectively herein as the “Property”). This agreement serves to provide you with information and obtain your release of liability and waiver of rights for MID, its board members, officers, agents and employees, and successors of the foregoing (referred to collectively herein as the “Released Parties”) for injuries that you or your property may suffer as a result of you entering onto the Property. Please read this agreement carefully and sign it only if you fully understand its contents.
- 2) **Disclosure/Acknowledgment.** Entering onto the Property, much of which is undeveloped and is rural in nature, presents various dangers and hazards to you. The list of dangerous conditions below serves to warn you and make you aware, appreciate and understand that dangerous conditions, risks and hazards exist on the Property, both obvious and latent, both natural and man-made. By signing this agreement and entering onto the Property, you accept the condition of the Property and acknowledge and accept that entering onto the Property has inherent risks, hazards and dangers, most of which cannot be eliminated and which cannot all be listed herein. Those risks, hazards and dangers potentially include, but are not limited to:
  - a) **Wildlife.** Animals, reptiles and insects, some of which are poisonous.
  - b) **Geography and Weather.** Uneven ground, holes, caves, cliffs, crumbling or loose soil, rocks, ditches, uneven roads, muddy spots and man-made changes to the terrain. Standing, running, detained and deep water. Sharp brush and branches. Exposure to cold, heat, rain, sun, flooding, lightning, and strong winds.
  - c) **Improvements.** Water, irrigation, oil and gas, and electric lines, pumps, agricultural and farm improvements and implements, water tanks, wires, fences and cattle guards.
  - d) **Infectious Fungus.** The Property is located in the San Joaquin Valley, an area where Coccidioidomycosis (also known as “Valley Fever”) is endemic. Coccidioidomycosis is caused

by a fungus called Coccidioides Immitis, which lives in the soil and can become airborne and travel significant distances in the wind. Given the location of the Property, it is possible that while on the Property you may be exposed to Coccidioides Immitis (and potentially contract Coccidioidomycosis), either through disturbance of the soil on the Property or through winds carrying Coccidioides onto the Property.

- 3) **Assumption of Risk.** With full knowledge of the risks, dangers and hazards noted above, both generally and specifically, including the negligence of the Released Parties, which could result in injury, death, illness or disease, you knowingly and freely assume all such risk and danger of injury (to you and your property) or death associated with your entry onto the Property. You also acknowledge that it is your responsibility, not that of the Released Parties, to protect yourself and prevent your exposure to all such risks, hazards and dangers.
- 4) **Release/Waiver.** You hereby release and waive any suits, cause of action, claims, liabilities, penalties, or demands of any nature whatsoever against the Released Parties, including but not limited to, a claim of negligence, which you, your heirs, representatives, executors, administrators, and assigns may now have, or have in the future against the Released Parties, on account of or attributable to personal injury, property damage, death, or accident of any kind, arising out of or in any way related to your entering upon the Property and all activities while on the Property, regardless of how the injury, accident, or damage is caused, whether that entry or activities is supervised or unsupervised, or whether the injury or damage is sustained due (in whole or in part) to the negligence of the Released Parties; hidden, latent, or obvious defects; or any hazards encountered.

By signing below, you acknowledge that you are entering into this release of liability and waiver of rights knowingly and freely. Your release of liability and waiver of rights shall be construed broadly to provide a release and waiver to the Released Parties to the maximum extent permissible under applicable law.

- 5) **Indemnity/Hold Harmless.** You agree to defend, indemnify, reimburse, and hold the Released Parties harmless from and against any and all (including your own) claims, losses, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising therefrom, relating to your entry onto the Property and any activities undertaken by you while on the Property.
- 6) **Severability.** You agree that in the event any portion of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

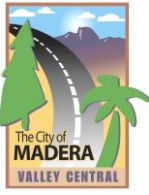
**Your signature below indicates that you have read the entire agreement, understand its contents completely, understand that it affects your legal rights, and agree to be bound by its terms.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**CITY OF MADERA  
ENGINEERING DIVISION**

428 E. YOSEMITE AVENUE STREET MADERA, CA 93638

TEL: (559) 661-5418 - FAX: (559) 675-6605

**ADDENDUM NO. 2**

DATE: **May 21, 2024**

TO: **PLANHOLDERS**

RE: **CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014**

This addendum forms a part of the construction documents. It modifies the original project plans and specifications. Bidders are required to acknowledge receipt of this addendum on the sheet included with bid package. Failure to acknowledge receipt of this addendum may subject bidder to disqualification.

**ADDENDUM CONTAINS THE FOLLOWING:**

Qty (shfts.)	DESCRIPTION	SIZE
3	Clarification and Modification to Bid Documents	8 ½" X 11"
1	Appendix A – Figure 1-3 Contours of Groundwater Elevation	11" X 8 ½"
4	Prebid meeting notes and attendance	8 ½" X 11"

The date of Bid Opening remains May 29, 2024 at 2:00 pm at Madera Engineering Office located at 428 E. Yosemite Avenue, Madera, CA 93638.

Ellen Dobbs Bitter, P.E.  
Deputy City Engineer

To verify receipt of this Addendum No. 2, please include this document in bid submittal and acknowledge receipt in PlanetBids.

Name of Contractor: \_\_\_\_\_

Item No.	Reference	Description of Change
<b>BIDDING DOCUMENT MODIFICATIONS AND CLARIFICATIONS</b>		
1	BIDDING AND CONTRACTUAL DOCUMENTS – TABLE OF CONTENTS	Appendix A – Replace “NOT USED” with <b>“Figure 1-3 Contours of Groundwater Elevation”</b>
2	BIDDING AND CONTRACTUAL DOCUMENTS – BID PROPOSAL FORM	Paragraph 4 – Replace “one hundred and fifty (150) Calendar Days” with <b>“two hundred and forty (240) Calendar Days”</b>
3	SECTION 1 – GENERAL CONDITIONS	<p><u>Section 1-17 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES</u></p> <p>Replace “one hundred and fifty (150) Calendar Days” with <b>“two hundred and forty (240) Calendar Days”</b></p> <p>Section 1-19 – SUSPENSION OF WORK, TERMINATION AND DELAY</p> <p>First paragraph, replace “one hundred and fifty (150) Calendar Days” with <b>“two hundred and forty (240) Calendar Days”</b></p> <p>Sixth paragraph, replace “one hundred and fifty (150) days” with <b>“two hundred and forty (240) days”</b></p>
4	SECTION 5- SPECIAL PROVISIONS – SPECIFICATION SECTION 012000	<p><u>Section 1.17 – Union Pacific Railroad (UPRR) Company Permit Compliance – Bid Item 14</u></p> <p>Replace Paragraph D “The Contractor shall execute a Utility Observation Agreement with RailPros Field Services (RPFS) and pay the required fees, to include RPFS inspection, traffic control, and other inspection and observation costs.” with <b>“The Contractor shall execute a Utility Observation Agreement with RailPros Field Services (RPFS) and pay the required fees. All costs associated with RPFS agreement, inspection, traffic control, and other inspection and observation costs shall be included with Bid Item Allowance 1 – Railroad Flagging.”</b></p>

5	SECTION 5- SPECIAL PROVISIONS – SPECIFICATION SECTION 330140	<p><u>Section 2.02 MATERIALS</u></p> <p>Remove row 6 “Tensile Strength (ASTM D638) 3,000 psi” from the table.</p> <p>Add the following two rows to the end of the table:</p> <table border="1" data-bbox="651 493 1495 562"> <tr> <td style="text-align: center;"><b>Height of Water Above Top of Pipe</b></td> <td style="text-align: center;"><b>0 Feet<sup>1</sup></b></td> </tr> </table> <p><sup>1</sup> See Figure 1-3 in Appendix A for groundwater elevations</p> <p><u>Section 3.05 CURING IN PLACE – A</u></p> <p>Replace the first sentence “After installation of the CIPP liner into the host conduit, perform curing in accordance with the manufacturer’s written recommendations using hot water as the heat source” with <b>“After installation of the CIPP liner into the host conduit, perform curing in accordance with the manufacturer’s written recommendations using hot water or air steam as the heat source”</b></p> <p><u>Section 3.05 Curing In Place</u></p> <p>Add the following paragraph after Paragraph D “Additional curing in place requirements for air steam thermal curing include: 1) Placing remote sensing devices (such as thermocouples) between the impregnated tube and the invert and crown of the host pipe at each manhole to determine the temperature during the resin cure process 2) modifying the curing process if curing temperatures are above or below the resin manufacturer’s recommendations, as approved and 3) Use controlled cool-down process to cool the hardened pipe to a temperature in accordance with the manufacturer’s recommendation. Obtain the recommended cool temperature before relieving the static head or pressure in the lined pipe. Take measures to release the pressure so that a vacuum will not develop and damage the newly installed CIPP system.</p> <p><u>Section 3.07 FIELD TESTING – B</u></p> <p>Remove the third sentence “Tensile properties for pressure pipe conditions shall be tested in accordance with ASTM D638 and shall meet the requirements of Table 1 in ASTM F1216. Test for delamination in accordance with ASTM D903 as set forth in Section 8.4 of ASTM F1216.”</p>	<b>Height of Water Above Top of Pipe</b>	<b>0 Feet<sup>1</sup></b>
<b>Height of Water Above Top of Pipe</b>	<b>0 Feet<sup>1</sup></b>			



6	Appendix	Insert Appendix A (included with this addendum) <b>“Figure 1-3 Contours of Groundwater Elevation”</b>
7	Pre-Bid Meeting	The Pre-bid Meeting Minutes and Pre-bid Attendance List are included in Attachment A of this Addendum.
8	PROJECT PLANS	<p>Drivable approaches/road crossings are not to be used on this project.</p> <p><u>On Sheets: C-103, C-104, C-105, C-106, C-107, C-109, C-110, C-113, C-115, C-116, C-117, C-118.</u></p> <p>For all callout notes “DRIVABLE BYPASS ROAD CROSSING OR TEMPORARY TRENCH PER DETAIL C/C-401”, cross off the first part <b>“DRIVABLE BYPASS ROAD CROSSING OR”</b></p> <p><u>On Sheet: C-111</u></p> <p>Add callout note <b>“TEMPORARY TRENCH PER DETAIL C/C-401”</b> to the aboveground bypass phase 1&amp;2 discharge pipe at STA. 102+25.00 and STA. 109+00.00.</p>

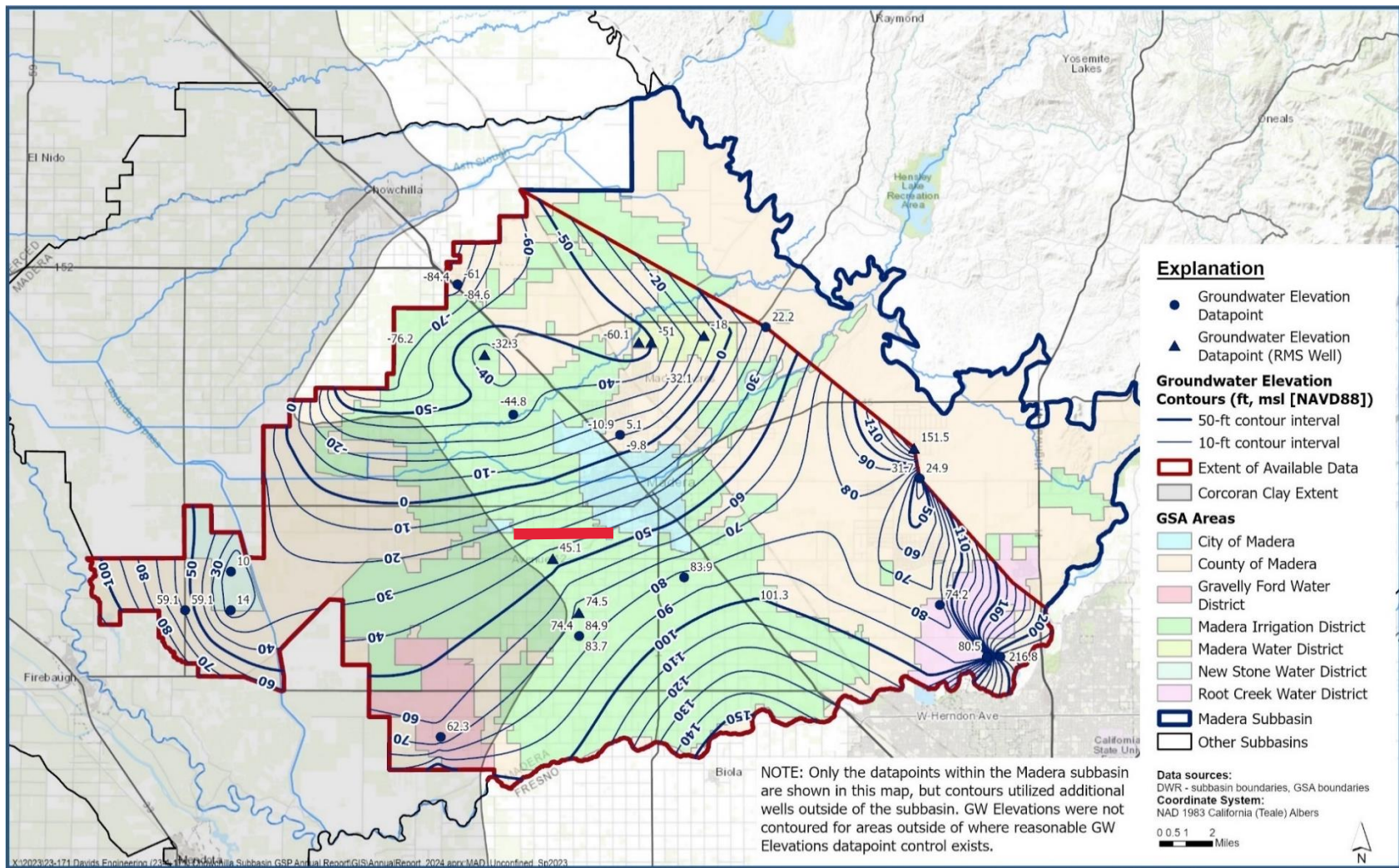
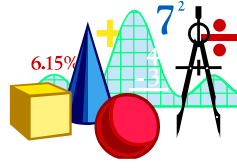


Figure 1-3. Contours of Equal Groundwater Elevation Upper Aquifer/Undifferentiated Unconfined Zone – Spring 2023.

ATTACHMENT  
"A"

Meeting Began: 2:03 pm  
Meeting Ended: 2:30 pm



**ENGINEERING DIVISION  
CITY OF MADERA**

**City of Madera Avenue 13 Sewer Interceptor Rehabilitation  
CITY PROJECT NO. SS-00014  
Pre-bid Meeting 2:00 PM – May 7, 2024**

- 1) Scope of work:  
The work in general consists of the rehabilitation of the Avenue 13 sewer interceptor using Cured-in-Place Pipe Lining (CIPP). The project entails 2,566 LF of 42" CIPP, 16,114 LF of 48" CIPP, 26 manhole frame and cover replacements, and nine grade ring coatings. The contractor will also trim hanging seal rings and protruding laterals, provide pre-project CCTV and cleaning, provide full bypass, and provide traffic control during the construction.
- 2) Engineer's Opinion of Cost is: \$ 11,250,460.00
- 3) Bid Opening: *May 22, 2024 @ 2:00:00 PM*. **Bids MUST BE SUBMITTED to the Engineering office at: 428 E. Yosemite Ave, Madera, CA 93638.** Attention is directed to requirements in Information to Bidders if mailing in bid. Bids will be publicly opened immediately after.
- 4) Bidder's Checklist: Submit forms with Bid Proposal  
**Note: Failure to submit ALL required documents listed in Bidder's Checklist can result in rejection of bid.**
  - **Items listed 1 through 10 must be submitted with bid.**
  - **Item 11 and 12 must be submitted by 4 pm on the 3<sup>rd</sup> business day after the bid opening.**
- 4) Contractor Registration with the Department of Industrial Relations
  - 5.1 Prime and Subs to be registered with DIR at the time of bidding.
- 6) Proposed award of project by Madera City Council
  - Madera City Council meeting in early June 2024
- 7) Project time: 150 calendar days and Liquidated Damages \$ 2,500.00
- 8) Issue "Notice to Proceed" on or about July 2024
- 9) UPRR Spur Crossing at Granada, easterly limit of project

Jason (MKN Associates) explained on Plan Page C-119 project is 5 feet away from Railroad right-of-way. Bypass equipment and personnel would need to stay outside of UPRR right-of-way to prevent pulling permits with UPRR. Road 25 would be blocked off and shut down, K-Rail to be installed to prevent personnel or materials entering.

If able to show can stay out, that can prevent flagging A1

10) Bidder's Question:

A. No verbal requests or requests in any other format will be accepted. Any questions about the RFP must be submitted electronically and individually (not in paragraph format nor combined in a single submission) through the City's electronic bid management system (PlanetBids) at <https://vendors.planetbids.com/portal/54016/portal-home> under Q&A tab. Deadline for questions is Friday May 10<sup>th</sup>, 2024

B. Questions Rec'd to date:

a. Air Inversion Steam Cure for CIPP?

Jason asked more information on this and will connect with colleague and City will post answer on PlanetBids.

b. Extended Work Hours allowed for CIPP phase?

Jason asked for more information, response from attendees – Willie Grams (Michel's Trenchless, Inc) and Casey Smith (Sak Construction) – stated that curing is 24/7. Jason's response was "Yes".

c. Availability of CCTV videos of pipe?

Jason answered to this yes, addenda to be released with video link. Video is approx. sometime from 2018-2020. Ellen (City of Madera) explained that there is possible spot repair, up stream, easterly manhole rebar became disconnected.

11) Addenda

There will be an addendum released shortly, video link will be included along with extending date for questions.

12) Contractor's questions/comments.

Herc Rentals:

- Asked on peak flows, Jason informed those are in bypass specs.
- UPRR access for installation? Jason responded, if possible, best to stay out to prevent permitting process.
- Last question Jason asked to please send over as question, and he will look into.

Michel's Trenchless, Inc:

- UV cure CIPP
- How was 150 Day Completion decided? Jason responded, if contractor feels project may take longer to have schedule with estimate of how long they believe project will take. We do not want to lose bidders due to timeline.

13) Optional Site Visit

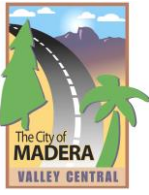
Meeting concluded at 2:29 pm and MKN Associates along with Ellen Bitter and Frank Holguin went out for optional site visit.

Project Number: SS-00014  
 Project Title: AVENUE 13 SEWER INTERCEPTOR REHABILITATION  
 Subject: Pre-Bid Meeting  
 Date: Tuesday, May 7, 2024, 2:00 PM  
 Location: City of Madera

Sign-In Time	Name	Firm	E-Mail Address	Telephone #
1:00	Nicholas Judd	Herc Rentals	Nicholas Judd	661-369-6888
2:00	CASEY SMITH	SAK	CSMITH@SAKCON.COM	(602) 300 1241
2:00	Justin Warren	Herc Rentals	Justin.Warren@hercrentals.com	559-944-2209
2:00	Willie Grams	Michels Trenchless	wgrams@michels.us	920-392-4589

200M:

Isabel / Mike Bell → herc rentals / isabel.vega@hercrentals.com / 661.218.3979  
 Terry Henry / 562.413.1585 / tHenry@region.com  
 Sodell. / SAK construction - Scott Odell / sodell@sakcon.com / 503.559.2152  
 Patrick Hale / 203.491.7231  
 Ernest /  
 X Chalk / Todd Chalk / 916.472.7648 / tchalk@sakcon.com  
 Kirk Korenko. / kirk@mpspump.com / Multiple Services  
 Sz and of sky /  
 CMccarty / Charles McCarty / Multiple Pump Services / ~~cmccarty~~  
 cmccarty@mpspump.com / 916.389.7877



**CITY OF MADERA**  
**ENGINEERING DIVISION**  
428 E. YOSEMITE AVENUE STREET MADERA, CA 93638  
TEL: (559) 661-5418 - FAX: (559) 675-6605

## **ADDENDUM NO. 1**

**DATE: May 9, 2024**

**TO: PLANHOLDERS**

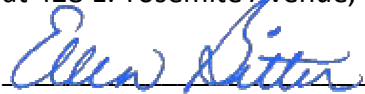
**RE: CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION,  
CITY PROJECT NO. SS-00014**

This addendum forms a part of the construction documents. It modifies the original project plans and specifications. Bidders are required to acknowledge receipt of this addendum on the sheet included with bid package. Failure to acknowledge receipt of this addendum may subject bidder to disqualification.

### **ADDENDUM CONTAINS THE FOLLOWING:**

<b>Qty (shs.)</b>	<b>DESCRIPTION</b>	<b>SIZE</b>
1	Clarification and Modification to Bid Documents	8"X11"

The date of Bid Opening will be May 29, 2024 at 2:00 pm at Madera Engineering Office located at 428 E. Yosemite Avenue, Madera, CA 93638.

  
\_\_\_\_\_  
Ellen Dobbs Bitter, P.E.  
Deputy City Engineer

To verify receipt of this Addendum No. 1, please include this document in bid submittal and acknowledge receipt in PlanetBids.

Name of Contractor: \_\_\_\_\_

Item No.	Reference	Description of Change
<b>BIDDING DOCUMENT MODIFICATIONS AND CLARIFICATIONS</b>		
1.	BIDDING AND CONTRACTUAL DOCUMENTS - ADVERTISEMENT FOR BIDS	Paragraph 1 – Replace “ <b>May 22, 2024</b> ” with “ <b>May 29, 2024</b> ”
2.	BIDDING AND CONTRACTUAL DOCUMENTS – INFORMATION FOR BIDDERS	Paragraph 1 – Replace “ <b>May 22, 2024</b> ” with “ <b>May 29, 2024</b> ”
3.	BIDDING AND CONTRACTUAL DOCUMENTS – INFORMATION FOR BIDDERS	Paragraph 2 – Add the following to the end of the paragraph  “ <b>Contractors can access CCTV videos of the sewer pipes, from the year 2020, by downloading them from this link <a href="https://we.tl/t-XDMCv50CFF">https://we.tl/t-XDMCv50CFF</a> or they can request the videos to be mailed to them on a thumb drive by emailing a request to <a href="mailto:ahanna@mknassociates.us">ahanna@mknassociates.us</a></b> ”
4.	BIDDING AND CONTRACTUAL DOCUMENTS – INFORMATION FOR BIDDERS	Paragraph titled “Questions and Requests for Information/Clarification” – Add the following to the end of the paragraph “ <b>The last day to submit questions about the RFP is May 16, 2024</b> ”