

**ADDENDUM NO. 2  
TO CONTRACT DOCUMENTS FOR**

**South San Luis Obispo County Sanitation District (SSLOCSD) 2021 Digester No. 2 Rehabilitation  
Project**

**March 12, 2021**

The purpose of this addendum is to modify the contract documents. This addendum shall become part of the contract documents. Acknowledge receipt of this addendum by completing the Bid Form and listing this addendum in Section 7.04 of Document 00300, completing the acknowledgement section at the end of this addendum, and attaching the executed acknowledgement to the proposal.

**The following revisions are made to the Contract Documents:**

Replace Existing Up-Front Documents with Revised Up-Front Documents attached to Addendum No. 2.

Revisions to new Up-Front Documents include but are not limited to: Amended dates, increased duration for construction period, and change in scope and bid table to include full replacement of all interior coating for Digester No. 2.

Replace Existing Planset with Revised Planset attached to Addendum No. 2.

Replace the following Specification Sections with corresponding Revised Specification Sections attached to Addendum No. 2:

- Specification Section 011100
- Specification Section 012000
- Specification Section 099000
- Specification Section 099672

**SUMMARY OF AMENDED DATES (Issued as Addendum No. 1)**

|                                  |           |
|----------------------------------|-----------|
| Non-mandatory pre-bid conference | 3/19/2021 |
| Deadline for questions           | 3/22/21   |
| Bid Opening                      | 3/26/2021 |
| Award                            | 4/08/2021 |

**THE BIDDER SHALL EXECUTE AND ATTACH THE FOLLOWING CERTIFICATION TO THE PROPOSAL.**

**BIDDER'S CERTIFICATION**

I acknowledge receipt of the foregoing Addendum No. 2 to Contract Documents for the South San Luis Obispo County Sanitation District (SSLOCSD) Digester No. 2 Rehabilitation Project, and accept all conditions contained therein:

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (SSLOCSD)  
WWTP 2021 DIGESTER NO. 2 REHABILITATION PROJECT**

**BID OPENING DATE: 3/26/2021**



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## CALL FOR BIDS

### SSLOCSD WWTP 2021 DIGESTER NO. 2 REHABILITATION Project

CALL FOR BIDS: 2/24/2021

BID OPENING: 3/26/2021

AWARD DATE: 4/08/2021

CONSTRUCTION PERIOD: 40 WORKING DAYS

ENGINEER'S RANGE: \$350,000 to 400,000

ENVIRONMENTAL CLEARANCE: CATEGORICALLY EXEMPT

DESIGN ENGINEER: MICHAEL K. NUNLEY AND ASSOC., INC.

LIQUIDATED DAMAGES: \$500/DAY

BUILDER'S ALL RISK INSURANCE: YES ☐ NO ☒

LOCATION MAP: YES ☐ NO ☒

FEDERAL FUNDED: YES ☐ NO ☒

MANDATORY PRE-BID  
CONFERENCE: YES ☒ NO ☐

LICENSE REQUIREMENTS: CLASS A OR C-33

**DOCUMENT 00022**

**NOTICE INVITING BIDS**

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, CA**

SEALED BIDS will be received at the offices of the District at 1600 Aloha Place, Oceano, CA 93445 until

**2:00 p.m. local time, 3/26/2021**

at which time they will be publicly opened and read for performing work as follows:

Construction of the SSLOCSD WWTP 2021 DIGESTER NO. 2 REHABILITATION PROJECT, consists of:

- Replacement of existing interior coating (floor, roof, walls, and appurtenances).
- Spot repair of existing exterior coating (walls, dome roof, and appurtenances).
- Caulk rafter/roof interface.
- Recoat and caulk tank chime.
- Remove existing and install Owner-furnished plug valves as shown on plans (12 total).
- Remove existing and install Owner-furnished check valves as shown on plans (3 total).
- Remove existing and furnish and install new stainless steel stair treads as shown on plans.
- Install new 8" sampling tube and cover.
- Extend existing 6" sampling tube by welding steel pipe extension.
- Install dielectric isolation kits between dissimilar metal connections of stair support structure.

Drawings, specifications and other bidding documents can be viewed and purchased online at [www.asapreprographics.com](http://www.asapreprographics.com).

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT DIGESTER NO. 2 REHABILITATION PROJECT." The Contract Documents may be obtained for electronic download from ASAP Reprographics public projects planroom, [www.projectsasap.com/jobs/public](http://www.projectsasap.com/jobs/public). Bidders must register as an Official Plan Holder at ASAP Reprographics and pay \$25.00 (non-refundable) to download Contract Documents (including technical specifications and drawings) and be assured of receiving all addenda and plan revisions that may occur during the bidding. Hard copies of the Contract Documents can be purchased by registered plan holders directly from ASAP Reprographics located at 365 Quintana Road., Morro Bay, CA 93442 (805-772-6921). The document holder list may be viewed online at [www.asapreprographics.com](http://www.asapreprographics.com).

Requests for information or clarification must be submitted **IN WRITING** and received by the District no later than 5:00 p.m. on Friday, **3/22/21 (Friday before bid opening)**. Requests may be submitted via email to: jhanlon@mknassociates.us

The Design Engineer has calculated an estimate of probable construction costs for this project. The District does not wish to publicize the engineer's estimate of the project cost since this information may tend to influence the number and nature of bids received. However, for the bidder's convenience, the District will publicize that the engineer's estimate for the base bid falls within a range of \$350,00 and \$400,000.

Bids shall be executed on the forms provided in the book of bidding documents and in accordance with the instructions contained therein. A separate, unbound, set of bid forms are provided for the bidder's convenience.

Bid security, in an amount not less than 10 percent (10%) of the total bid dollar amount, is required to be submitted with each bid. The bid security shall be in the form of a bidder's bond or a certified or cashier's check drawn upon a responsible bank made payable to SSLOCSD, and conditioned to be forfeited to said District in the event that the bidder, if the bid is accepted, does not enter into a written contract within ten (10) days after the awarding of the contract. The bidder to whom award is made will be required to furnish a payment bond and a faithful performance bond.

In addition, the following conditions apply:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1770, and the following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of such prevailing rate of per diem wages is on file at the offices of the District at 1600 Aloha Place, Oceano, CA 93445, which copy will be made available for examination at such offices during business hours to any party on request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by Owner to ensure performance of the Work.

A **MANDATORY** pre-bid conference **WILL** be held for this project at 1600 Aloha Place, Oceano, CA 93445 on March 3, 2021 at 2:00 p.m. The District is holding an additional **non-mandatory** pre-bid conference at 2:00 PM on 3/19/2021 at the District Office: 1600 Aloha Place, Oceano, CA 93445. **CONTRACTORS INTERESTED IN BIDDING NEED ONLY ATTEND ONE PRE-BID CONFERENCE**

SSLOCSD reserves the right to reject any and all bids and to waive all minor irregularities.

Dated at SSLOCSD, County of San Luis Obispo, California this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_  
District Administrator  
SSLOCSD

\* \* \* END OF DOCUMENT 00022 \* \* \*

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**INSTRUCTIONS TO BIDDERS**

**SSLOCSD WWTP 2021 DIGESTER No. 2  
REHABILITATION PROJECT**

## **DOCUMENT 00100**

### **INSTRUCTIONS TO BIDDERS**

#### **1.01 DEFINITIONS**

- A. Terms used in these Instructions to Bidders and defined in Document 00700, General Conditions, shall have the meaning stipulated in such Document 00700, General Conditions.
- B. The following additional terms used in these Instructions to Bidders shall have the meaning stipulated:
  - 1. Award: The formal acceptance of the bid and other executed bid forms by Owner.
  - 2. Bid: The price proposed by bidder in the appropriate form included in Document 00300, Bid Forms, for performance of the work.
  - 3. Bidder: A person, firm, or corporation who having obtained a set of bidding documents intends to submit a bid and other bid forms to Owner, or one who submits a bid and other executed bid forms to Owner.
  - 4. Bidding Documents: The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Addenda, and other proposed contract documents.
  - 5. Successful Bidder: The bidder to whom Owner makes the award of the contract for performance of the work.

#### **1.02 COPIES AND USE OF BIDDING DOCUMENTS**

- A. Bidding documents may be procured at the office and for the price stipulated in Document 00022, Notice Inviting Bids.
- B. Bidding documents are made available to bidders for the purpose of obtaining bids for performance of the work.
  - 1. No license or grant is given for other uses of the bidding documents.

#### **1.03 EXAMINATION OF DOCUMENTS, SITE, AND CONDITIONS**

- A. Before submitting bids and other executed bid forms, bidders shall examine:
  - 1. The bidding documents.
  - 2. The site of the work and existing conditions and limitations.
  - 3. The conditions relating to construction and labor under which the work

is to be performed.

- B. Only the bidding documents shall be relied upon for execution of bids and other bid forms.
  - 1. Unless corroborated by the bidding documents, statements or representations regarding the work made prior, during, or after bidding by Owner, Design Engineer, or Engineer, will not be binding and shall not be considered by bidders for preparation of bids.
  - 2. Owner, Design Engineer, and Engineer will not be responsible for explanations or interpretations of the bidding documents other than those issued by addenda.
- C. Complete sets of bidding documents shall be used by bidders to prepare bids.
  - 1. Owner, Design Engineer, and Engineer assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- D. Submission of a bid and other executed bid forms shall be considered prima facie evidence that bidders have satisfied themselves by personal examinations of the documents, site, and conditions (including existing utilities and dimensions) and have included in the bid the appropriate amounts covering the cost for execution of the work in accordance with such documents, site, and conditions. Bidders shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- E. The bidder shall assume reasonable variations and minor omissions in the preparation of bids and shall be prepared to complete the proposed work without additional costs.

#### 1.04 SHEETING, SHORING, AND BRACING

- A. Pursuant to the provisions in Section 6707 of the California Labor Code, each bid submitted in response to Document 00022, Notice Inviting Bids, shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.
- B. Bidders shall state in the appropriate space of Document 00300, Bid Forms, the price for sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation.

#### 1.05 PRODUCT SUBSTITUTION

- A. Materials and Equipment Identified by Brand or Trade Name.

1. Some materials and equipment specified in the bidding documents are identified by brand or trade name.
  2. Except as stipulated under the following Paragraph "B," it is the intent of the bidding documents to allow bidders to select such materials and equipment from two or more brands or trade names specified in the specifications or indicated on the drawings, or from other brands or trade names of materials and equipment of equal quality and utility to those specified or indicated, in accordance with Article 3.04, Substitute or "Or Equal" Items of Document 00700, General Conditions.
  3. Where only one brand or trade name is listed followed by the words "or equal," only one brand or trade name was known to the Design Engineer when preparing the bidding documents.
- B. In order to match existing installations or where the product involves a unique or novel application required to be used in the public interest, some materials and equipment specified may not be substituted.
1. Such materials and equipment are identified in the bidding documents.
- C. In accordance with Section 3400 of the California Public Contract Code, the successful bidder shall have 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

#### 1.06 WAGE RATES

- A. California Determinations.
1. Pursuant to provisions of the California Labor Code, the Director of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality in which the work is to be performed, applicable to the work to be done.
  2. Copies of these wage determinations are on file with the Engineer and are available for examination as stipulated in Document 00022, Notice Inviting Bids.
- B. Classification Not Listed.
1. Bidders shall notify Owner promptly, in writing, of labor classifications not listed in the prevailing wage determination but necessary for the performance of the work.
  2. When a labor classification not listed in the prevailing wage determination is necessary for the performance of the work, Contractor may be required to pay, for the classifications not listed, the rate

applicable to the classification most closely related to that which is not listed.

- C. Contractor shall pay not less than the prevailing rate of per diem wages determined by the Director of Industrial Relations, and Contractor shall be responsible for its subcontractors paying not less than said per diem wages.
- D. Contractor may be subject to penalties for paying less than the prevailing wages pursuant to provisions of California Labor Code, Section 1775.
- E. When funding for the work includes United States funds, as stipulated in Document 00022, Notice Inviting Bids, minimum wage determinations made by the U.S. Department of Labor shall also apply to this contract.
- F. In the event of discrepancies between the minimum wage determinations made by the California Director of Industrial Relations and by the U.S. Department of Labor, the higher value shall apply.

#### 1.07 CONTRACT TIME AND LIQUIDATED DAMAGES

- A. The contract time and the liquidated damages are stipulated in Document 00500, Agreement.

#### 1.08 EXPERIENCE AND BUSINESS STANDING

- A. Bidders shall submit with their bids a statement setting forth their experience.
  - 1. In this statement, bidder shall list similar projects that bidder has constructed, stating in each case the total project cost when constructed, and the name and address of the Owner.
- B. Owner may require that bidders, under consideration for award of the contract, submit a financial statement.
  - 1. Such statement shall be in a form and substance similar or equal to the form for that purpose developed and published by the Associated General Contractors of America.
  - 2. The financial statement shall be submitted within 5 days of receipt of the request from Owner.
  - 3. Where bidder fails to submit the financial statement or where the financial statement is not satisfactory to Owner, the bid of such bidder shall be considered non-responsive, and such bid may be rejected by Owner.

#### 1.09 CONTRACTOR'S LICENSE

- A. Bidders shall have a valid California contractor's license for the type of work required on this contract.
- B. The Call For Bids stipulates the license classification believed by Design Engineer to be required for the performance of the work.
- C. Other classifications will be acceptable if so determined by the California Department of Consumer Affairs, based on a review of the bidding documents.
  - 1. The determination shall have been issued in writing before the date of bid opening.
- D. In addition, the following conditions apply:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 1.10 LABOR NON-DISCRIMINATION

- A. During the performance of this contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation.

Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Labor Standards Act and the applicable regulations promulgated there under (Cal Admin, Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereto as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

#### 1.11 BID SECURITY

- A. Bids shall be accompanied by cash, or a certified check, cashier's check, or bid bond acceptable to Owner in an amount equal to at least 10 percent of the bid, payable without condition to Owner as a guarantee that bidder, if awarded the contract, will promptly execute such contract in accordance with the executed bid and other bid forms in the manner and form required by these bidding documents, and will furnish the specified bonds and certificates of insurance.
- B. The bid securities of the three lowest responsive, responsible bidders will be held by Owner until satisfactory bonds and certificates of insurance are furnished by the successful bidder, and the contract is signed, or until other disposition thereof is made by Owner.
- C. The bid securities of bidders other than the three lowest bidders will be returned promptly after the canvass of bids.

#### 1.12 SUBCONTRACTORS

- A. Bidders shall list, in Document 00300, Bid Forms, the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime 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 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. Subject to California Public Contract Code Section 4109, circumventing by bidder of the requirement to list sub-contractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the work covered by this contract shall be considered a violation of the California Subletting and Subcontracting Fair Practices Act, Division 2, Part 1, Chapter 4 of the California Public Contract Code and shall subject Contractor to the penalties set forth in Sections 4110 and 4111 of said code.
- C. Where bidder alleges that a clerical error has been made in the list of subcontractors, the procedures for substitution shall be as provided in said Public Contract Code, Section 4107.5.

### 1.13 MANDATORY PRE-BID CONFERENCE

- A. A mandatory pre-bid conference will be held at 1600 Aloha Place, Oceano, CA 93445 on March 3, 2021 at 2:00 p.m. The District is holding an additional non-mandatory pre-bid conference at 2:00 PM on 3/19/2021 at the District Office: 1600 Aloha Place, Oceano, CA 93445. Contractors interested in bidding need only attend one pre-bid conference.

### 1.14 QUESTIONS ON BIDDING DOCUMENTS, ADDENDA

- A. When a person who is preparing to submit a bid is in doubt as to the meaning of a statement or drawing in the bidding documents or finds discrepancies or omissions in the bidding documents, that person shall submit to Owner a written request for clarification or interpretation thereof.
  - 1. The person submitting a request for clarification shall deliver such request promptly to Owner.
  - 2. The request for clarification or interpretation shall be dated and shall identify the work; the statement or drawing that causes the inquiry; the documents in which they occur; the reasons for which the clarification or interpretation is necessary; and the person submitting the request.
- B. Clarifications, interpretation, and correction to bidding documents will be issued only by addendum.
  - 1. Copies of Addenda will be mailed or delivered to persons, firms, and corporations known to Owner as having received a set of bidding documents.
  - 2. Addenda issued during the time of bidding shall become a part of the bidding documents.

### 1.15 BIDDERS INTERESTED IN MORE THAN ONE BID

- A. No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the work unless alternate bids are requested.
  - 1. A person, firm, or corporation who has submitted a subbid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a subbid or quoting prices to other bidders.
- B. Reasonable grounds for believing that a bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested.
  - 1. Any or all bids will be rejected if there is reason for believing that

collusion exists among bidders.

- C. Pursuant to provisions in Section 7106 of the California Public Contract Code, bidders shall submit with their bids the Non-collusion Affidavit, executed in the form included in Document 00300, Bid Forms.

#### 1.16 EXECUTION OF BIDS AND OTHER BID FORMS

- A. Bids and other bid forms shall be executed upon Document 00300, Bid Forms, identified as pertaining to the work.
  - 1. No bid will be considered unless it is made and submitted upon such Document 00300 forms.
- B. The bid and other bid forms shall be executed in accordance with applicable laws and regulations and as stipulated in the bidding documents.
- C. Numbers shall be stated both in writing and in figures where so required.
  - 1. In case of a difference in written words and figures, the amount stated in written words shall govern.
- D. The completed forms shall be without interlineations, alterations, or erasures.
  - 1. A correction to mistakes made by bidder on figures or statements shall be validated with signed initials by the person or persons signing the bid forms.
- E. Bidders shall fill in the appropriate blank spaces of the bid forms:
  - 1. Bidder's legal name.
  - 2. Bidder's form of business organization, namely, sole proprietorship, partnership, corporation, or other legal entity.
  - 3. Bidder's current and valid California Contractor's license, or licenses, indicating classification, number, and expiration date.
  - 4. Signature by the person or persons legally authorized to bind bidder into a contract with Owner for the execution of the work.
    - a. Signatures shall be in longhand.
    - b. A bid submitted by an agent shall have a current Power of Attorney, subject to acceptance by Owner, attached certifying the agent's authority to bind bidder.
- F. As stated in the bid forms, by signing the bid forms bidder represents that the

statements made in the bid forms are true and correct and subject to penalty of perjury under California laws.

#### 1.17 SUBMITTING BIDS

- A. Bids and other bid forms shall be submitted in a sealed envelope marked on the outside, upper left-hand, as follows:

Bid of     [Bidder]    

Name of the Work: SSLOCSD WWTP 2021 DIGESTER NO. 2 REHABILITATION Project

- B. Sealed bids, including other bid forms, shall be delivered as instructed in Document 00022, Notice Inviting Bids, on or before the day and hour stipulated for the opening of bids in Document 00022, Notice Inviting Bids, or such other day and hour set by addendum.
1. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned to bidder unopened.
  2. Bidder shall be solely responsible for the delivery of its bid in proper time.

#### 1.18 WITHDRAWAL OF BIDS

- A. A Bidder may withdraw its bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.
1. For this purpose, bidders shall present documents of identity satisfactory to Owner.
- B. Pursuant to provisions in California Public Contract Code, Section 5101, a bidder may withdraw its bid after opening of bids providing bidder can establish to Owner's satisfaction that a mistake was made in preparing the bid.

#### 1.19 IRREGULAR BIDS AND OTHER BID FORMS

- A. Bids shall be considered irregular and may be rejected by Owner if they include:
1. Alterations of form, unauthorized additions, unauthorized conditional or alternate bids.
  2. Incomplete information, recapitulations, obviously unbalanced prices, or un-initialed erasures.
  3. Other irregularities, informalities and nonconformities.

- B. Bids and other bid forms will not be considered unless accompanied by the bid security in the type and amount stipulated.
- C. Oral, telegraphic, or telephonic bids or modifications to bids will not be considered.

#### 1.20 REJECTION OR AWARD OF BIDS

- A. Subject to requirements of applicable law, Owner reserves the right to accept or reject any or all bids when deemed best for the public good, and to waive any bid informality, irregularity, and nonconformity when deemed best for the public good.
- B. When bids are not rejected, the contract will be awarded to the lowest responsive responsible bidder.
  - 1. The low bid will be the bid with the lowest net total arrived at by combining the bid total prices to arrive at the total bid identified as the "Basis of Selection." The basis of selection may be the total base bid or the total base bid combined with any or all alternate bid items, as identified in document 00300.
    - a. Alternates, when part of the bid, are included and defined in Document 00300, Bid Forms.
  - 2. Owner may accept or reject any or all alternates.
  - 3. When award is made, "Notice of Award" will be sent to the selected bidder.
- C. The award, when made, will be made within the time stipulated for bids to remain subject to acceptance in Document 00300, Bid Forms.

#### 1.21 BIDDING PROTEST PROCEDURES

- A. Time for Submitting Protests.
  - 1. A protest regarding bidding documents shall be submitted in writing by the protesting bidder to Owner so that the protest is received by Owner five (5) days before the day scheduled for bid opening.
  - 2. A protest regarding bid opening procedures, bids, or the selection of the successful bidder shall be submitted in writing, by the protesting bidder to Owner, so that the protest is received by Owner within seven (7) days after bid opening.
- B. Protests shall include a clear detail of the reason for the protest and the remedies sought by the bidder submitting the protest.

- C. Owner will issue a response within twenty (20) days after receipt of protest.
- D. Litigation regarding protests on bidding documents and other bidding and award procedures shall be commenced only after following the procedures stipulated in this Article 1.21.

#### 1.22 CONTRACT, BONDS, AND INSURANCE.

- A. The successful bidder, simultaneously with the duly signed contract, shall furnish:
  - 1. A Performance Bond in an amount equal to one hundred (100) percent of the contract price executed in the form of Document 00610.
  - 2. A Payment Bond in an amount equal to one hundred (100) percent of the contract price executed in the form of Document 00620.
  - 3. A Guarantee and Defective Material Bond in an amount equal to ten (10) percent of the contract price executed in the form of Document 00680.
  - 4. Certificates of Insurance to demonstrate compliance with the insurance requirements stipulated in Document 00700, General Conditions.
- B. Bonds.
  - 1. The Performance Bond shall extend through the warranty period specified in the General Conditions.
  - 2. The Bonds shall be procured from a California licensed surety company.
  - 3. The surety company shall be an admitted surety in the State of California.
- C. Insurance.
  - 1. Insurance requirements are stipulated in Document 00700, General Conditions.
  - 2. Insurance shall be procured from a California licensed insurance company satisfactory to Owner.
- D. The contract and the bonds shall be executed in the number of original counterparts stipulated in the closing statement of Document 00500, Agreement.

### 1.23 EXECUTION OF CONTRACT

- A. The successful bidder shall execute and return to Owner the Agreement, Performance Bond, Payment Bond, and Certificates of Insurance in proper form, and satisfying requirements stipulated in the bidding documents no later than fifteen (15) days after the date of the Notice of Award.
- B. Time is of the essence in this regard.

### 1.24 SETS OF DOCUMENTS FOR SUCCESSFUL BIDDER

- A. The successful bidder may obtain ten (10) sets of drawings, specifications, and addenda at no extra cost.
- B. Additional sets may be purchased by successful bidder at the cost of reproduction.

**\* \* \* END OF DOCUMENT 00100 \* \* \***

# BID FORMS

## SSLOCSD WWTP 2021 Digester No. 2 Rehabilitation Project

## **DOCUMENT 00300**

### **BID FORMS**

#### **PART 1 INTRODUCTION**

##### **1.01 THIS BID IS SUBMITTED**

- A. For construction of the work, identified as follows:

SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT.

- B. To the Owner, identified as follows:

South San Luis Obispo County Sanitation District  
1600 Aloha Place  
Oceano, CA 93445

##### **1.02 CONDITIONS**

- A. The undersigned bidder proposes and agrees that if this bid is accepted by Owner, bidder shall enter into an agreement with Owner, in the form included in the bidding documents and designated Document 00500, Agreement; to perform and furnish the work as specified and indicated in the bidding documents for the contract price indicated in this bid, within the contract time indicated in said form of agreement, and in accordance with the other terms and conditions of the bidding documents.
- B. Bidder Accepts Terms and Conditions:
1. Bidder accepts the terms and conditions of Document 00022, Notice Inviting Bids, and Document 00100, Instructions to Bidders, including, without limitations, those dealing with the disposition of the bid security.
  2. This bid will remain subject to acceptance for sixty (60) days after the day of opening bids.
  3. Bidder will sign and return to Owner the form of Document 00500, Agreement, together with required bonds and insurance certificates, within the time stipulated in Document 00100, Instructions to Bidders.

#### **PART 2 PRICES**

##### **2.01 PRICES INCLUDE**

- A. Applicable sales taxes; state, federal, and special taxes; patent rights and royalties; and other applicable taxes and fees are included in the prices of this bid.

- B. All prices have been filled in.

## 2.02 PROPOSAL FORM

- A. For construction of the BID for SSLOCSD WWTP 2021 DIGESTER NO. 2 REHABILITATION Project.
- B. The undersigned declares that he/she has examined carefully the locations of the proposed work, the contract documents, including the specifications, contract and bond forms for the carrying out of the public project hereinafter described and he/she proposes and agrees that if this proposal is accepted he/she will contract on the form specified in said contract documents, with the District, to provide all necessary equipment, tools, labor and other means necessary to do all work specified in the contract, in the manner and time prescribed therein for the following items as payment in full:

PART 3 BID PROPOSAL FORM

**SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT**

DESCRIPTION AND UNIT PRICE ON

| ITEM | DESCRIPTION  | QTY. | UNIT | UNIT PRICING | TOTAL PRICING |
|------|--|------|------|--------------|---------------|
|      | BASE BID ITEMS   |      |      |              |               |
| 1    | Mobilization, Demobilization, and Cleanup                                    | 1    | LS   |              |               |
| 2    | Scaffolding  | 1    | LS   |              |               |
| 3    | Replace Interior Digester Coating  | 1    | LS   |              |               |
| 4    | Materials Allowance for Exterior Digester Coating Spot Repair                | 1    | LS   | \$7,500      | \$7,500       |
| 5    | LABOR - Spot Repair Exterior Digester Coating and Chime (worker and foreman) | 10   | Days |              |               |
| 6    | Replace Stainless Steel Stair Tread  | 1    | LS   |              |               |
| 7    | Install Owner-Furnished Plug Valves  | 12   | EA   |              |               |
| 8    | Install Owner-Furnished Check Valves   | 3    | EA   |              |               |
| 9    | 8-Inch Sampling Tube and Cover   | 1    | LS   |              |               |
| 10   | 6-Inch Steel Sampling Tube Extension   | 1    | LS   |              |               |
| 11   | Install Manway and Sight Glass Covers  | 1    | LS   |              |               |
|      | <b>BASIS FOR SELECTION<br/>TOTAL BASE BID</b>                                |      |      | \$           |               |

In the event of a discrepancy, unit pricing shall prevail.

It is understood that, except for lump sum items, the foregoing quantities set forth in the bid schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed on the basis of the final quantities in completed work, measured as specified, whether they be more or less than those shown.

PART 4 LIST OF SUBCONTRACTORS

4.01 CONDITIONS

- A. The undersigned bidder lists, under the following Article 4.02, the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor

in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime 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 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- B. The undersigned bidder understands that circumvention by bidder of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the work is a violation of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4, of the California Public Contract Code) and shall subject bidder to the penalties set forth in said Act (Sections 4110 and 4111 of said code).

#### 4.02 LIST

| <u>Name &amp;<br/>Address of Business</u> | <u>Contractor<br/>Lic. #</u> | <u>DIR<br/>Registration #</u> | <u>Type of Work</u> |
|---|------------------------------|-------------------------------|---------------------|
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |
|   |                              |                               |                     |

## 5.01 INFORMATION

- ## 5.02 EXPERIENCE DESCRIPTION

[illegible]

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## 6.01 DATA ON CONSTRUCTION EQUIPMENT

- ## 6.02 LIST

[illegible]

PART 7 BIDDER'S STATEMENTS

7.01 WORKERS COMPENSATION INSURANCE

- A. In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned bidder confirms the following as its certification:

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

7.02 AUTHORITY TO SIGN

- A. The undersigned has the legal authority to bind bidder to a contract for the execution of the work.

7.03 BIDDER IDENTIFICATION

- A. Legal name of Bidder: \_\_\_\_\_

- B. Type of Firm:

☐ sole proprietor ☐ partnership ☐ corporation

Other \_\_\_\_\_

1. If corporation, incorporated in the State of:

\_\_\_\_\_

- C. California Contractor's License:

Number

Classification

Expiration Date

\_\_\_\_\_  
\_\_\_\_\_

- D. Bidder's Business Address: \_\_\_\_\_

- E. Business Telephone: \_\_\_\_\_

- F. Business E-mail: \_\_\_\_\_

7.04 ADDENDA

- A. The undersigned acknowledges receipt of addenda numbers:

\_\_\_\_\_

7.05 PERSONS AND PARTIES INTERESTED IN THIS BID

- A. The names and residences of persons and parties interested in this bid as principals are listed under the following Paragraph "B."

1. The first and last names are given in full.

2. In case of corporation, the names and street addresses of the President, Secretary, Treasurer, and agent for service of process are given.

3. In case of partnerships and joint ventures, the names and street addresses of all partners, general and limited.

- B. List:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.06 DECLARATION

- A. I/WE declare under penalty of perjury under the laws of the State of California that the statements in these bid forms are true and correct.

- B. Date \_\_\_\_\_ at \_\_\_\_\_, California.

- C. By \_\_\_\_\_  
(signature)

- D. Name: \_\_\_\_\_  
(clearly printed)

- E. Position: \_\_\_\_\_  
(clearly printed)

- F. Seal

PART 8        NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED  
WITH BID

STATE OF CALIFORNIA    )  
COUNTY OF \_\_\_\_\_)ss.

\_\_\_\_\_.

The undersigned declares:

I am the \_\_\_\_ of \_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_ [date], at \_\_\_\_[City], \_\_\_\_[state].

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Notary Signature

PART 9 BIDDER'S BOND (10 Percent of the Total Bid)

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

as Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto the District in the County of San Luis Obispo, California, in the sum of \_\_\_\_\_ Dollars (\$) to be paid to the said District in the County of San Luis Obispo, California, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain bid and bid forms for the SSLOCSD WWTP 2021 DIGESTER NO. 2 REHABILITATION PROJECT of the above bounden \_\_\_\_\_ is accepted by the said South San Luis Obispo County Sanitation District and if the above bounden his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute Document 00500, Agreement, for such construction; and shall execute and deliver Document 00610, Performance Bond, and Document 00620, Payment Bond; and shall deliver evidence of insurance, all within 15 days from the date of the award and notice to the above bounden \_\_\_\_\_ by and from the said the South San Luis Obispo County Sanitation District, that said Document 00500, Agreement, is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF,

We hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

(Seal)

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

(Attach here Acknowledgement  
on Standard Form)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name of Bidder)

(Seal)

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

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Telephone Number)

**\*\*\* END OF DOCUMENT 00300 \*\*\***

# **AGREEMENT**

## **SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT**

**DOCUMENT 00500**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by and between

\_\_\_\_\_  
hereinafter referred to as "Contractor," and the South San Luis Obispo County Sanitation District  
in the County of San Luis Obispo, California, hereinafter referred to as "District" "Owner" or  
"SSLOCSD."

**WITNESSETH:**

That for and in consideration of the promises and agreements hereinafter made and exchanged,  
Owner and Contractor agrees as follows:

1. That Contractor shall complete the work generally described as follows: SSLOCSD WWTP  
2021 DIGESTER No. 2 REHABILITATION PROJECT in accordance with the Contract  
Documents therefore, as prepared by District.
2. That Owner will pay Contractor progress payments and the final payment, in accordance  
with the provisions of the contract documents, with warrants drawn on the appropriate fund  
or funds as required, at the prices bid on the proposal form accepted by Owner, and set  
forth in this agreement.

Total Bid of \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents

Contract Price in Figures \$ \_\_\_\_\_

3. Contractor agrees to complete said work within the contract time of FORTY (40) WORKING  
DAYS, from the day following the issuance of the Notice to Proceed, and approved  
extensions thereof, to the satisfaction of Owner before final payment is made.
4. Time is of the essence on this contract.
5. It is mutually understood and agreed that time is of the essence of this agreement and that  
it is difficult to ascertain the amount of damages required to properly compensate Owner for  
failure by Contractor to comply with all the contract requirements within the time fixed in the  
agreement.

In accordance with California Government Code, Section 53069.85, the amount of  
liquidated damages to be paid to Owner for each day completion is delayed beyond the time  
for completion, shall be FIVE HUNDRED (\$500) dollars. Contractor hereby acknowledges

that it has reviewed said provisions relating to liquidated damages and the amount thereof, and accepts the same as being reasonable under the circumstances and as a material part of the consideration for this contract. Contractor also acknowledges that progress payments made after the scheduled completion date do not constitute a waiver of liquidated damages.

Provisions in this contract relating to damages shall be read consistently with Public Contract Code §7102, pertaining to damages in construction contracts of public agencies.

Pursuant to Public Contract Code §7105, unless this contract is financed by revenue bonds, nothing in this contract shall be read to require Contractor to assume responsibility in excess of five percent of the contract amount for repairing or restoring damages caused by an act of God. If required by the invitation for bids, Contractor shall procure insurance to cover such losses. This contract may be terminated in the event of such damages as provided by Part 6 of Document 00700.

6. That, in accordance with Section 1774 of the California Labor Code, Contractor will pay, and will require subcontractors to pay, employees on the project a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents. The general rate of per diem wages (prevailing wage) for each craft, classification or type of worker needed to execute the contract is on file at the office of the SSLOCSD General Manager.
7. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than two hundred dollars (\$200) for each day, or portion thereof, for each worker paid, either by Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
8. That, in accordance with Section 1777.5 of the Labor Code, this agreement fixes the responsibility of compliance with said Section 1777.5 for all apprenticeable occupations with the prime Contractor.
9. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that Contractor shall not require more than eight (8) hours of labor in a day nor more than forty (40) hours of labor in a week from any person employed by Contractor or any subcontractor; that Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that Contractor shall forfeit to Owner, as a penalty, the sum of twenty-five dollars (\$25) for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
10. That Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by the California Labor Code. Further, the Contractor shall secure the payment of workers' compensation to its employees as provided in California Labor Code §§1860 and 3700.

11. That Contractor shall have furnished, prior to execution of the contract, three bonds approved by Owner: (1) the faithful performance bond in the amount of one-hundred percent (100%) of the contract price, to guarantee the faithful performance of the work; (2) the labor and material bond in the amount of one-hundred percent (100%) of the contract price, to guarantee payment of all claims for labor and materials furnished; and (3) the guarantee and defective material bond in the amount of ten percent (10%) of the contract price, to guarantee the one year maintenance of public improvements. This contract shall not become effective until such bonds are supplied to and approved by Owner.
12. That Contractor, prior to execution of the contract shall comply with the following Department of Industrial Relations requirements.
  - Pursuant to Public Contract Code §6109, no contractor shall perform work on a public works project with a subcontractor who is ineligible to work on a public works project under §§ 1777.1 or 1777.7 of the California Labor Code.
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - In the manner required by Labor Code §1776 and accompanying rules, Contractor shall keep accurate payroll records of wages paid, keep specified records available for inspection, use forms or provide information as required by the Division of Labor Standards Enforcement, file records, redact records, inform the District of the location of the records, and comply with records requests.
13. That this agreement, by reference, includes the contract documents defined in Document 00700, General Conditions. Terms of this agreement relating to modification, amendment or termination appear in Parts 5 and 6 of Document 00700.
14. That Contractor agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.
15. The agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as consent by District to any assignment of this agreement or any interest in this agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, said Contractor and the SSLOCSD, have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

South San Luis Obispo County Sanitation  
District  
SAN LUIS OBISPO COUNTY, CALIFORNIA

BY: \_\_\_\_\_  
DISTRICT ADMINISTRATOR

CONTRACTOR

BY: \_\_\_\_\_  
NAME  
PRESIDENT  
COMPANY

BY: \_\_\_\_\_  
NAME  
SECRETARY & TREASURER  
COMPANY

DISTRICT

ATTEST:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
DISTRICT CLERK

BY: \_\_\_\_\_  
DISTRICT COUNSEL

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

**SSLOCSD WWTP 2021 DIGESTER No. 2**  
**REHABILITATION PROJECT**

**DOCUMENT 00610**

**FAITHFUL PERFORMANCE BOND**

WHEREAS, the South San Luis Obispo County Sanitation District, State of California, and \_\_\_\_\_ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2021, and identified as SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT, is hereby referred to and made a part hereof; and

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

NOW, therefore, we, the principal and \_\_\_\_\_, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on \_\_\_\_\_, 2021.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

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

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature for Surety Title

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

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**\* \* \* END OF DOCUMENT 00610 \* \* \***

**LABOR AND MATERIAL BOND**

**SSLOCSD WWTP 2021 DIGESTER No. 2**  
**REHABILITATION PROJECT**

**DOCUMENT 00620**

**LABOR AND MATERIAL BOND**

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2021, and identified as project as SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the South San Luis Obispo County Sanitation District to secure the claims to which reference is made in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the South San Luis Obispo County Sanitation District and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on \_\_\_\_\_, 2021.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

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

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature for Surety Title

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

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**\* \* \* END OF DOCUMENT 00620 \* \* \***

**GUARANTEE AND DEFECTIVE  
MATERIAL BOND**

**SSLOCSD WWTP 2021 DIGESTER No. 2  
REHABILITATION PROJECT**

**DOCUMENT 00680**

**GUARANTEE AND DEFECTIVE MATERIAL BOND**

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2021, and identified as project as SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the one year maintenance of public improvements of said agreement.

NOW, therefore, we, the principal and \_\_\_\_\_, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on \_\_\_\_\_, 2021.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

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

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Signature for Surety Title

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

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**\* \* \* END OF DOCUMENT 00680 \* \* \***

**GENERAL CONDITIONS**

**SSLOCSD WWTP 2021 DIGESTER No. 2  
REHABILITATION PROJECT**

## **DOCUMENT 00700**

### **GENERAL CONDITIONS**

#### **PART 1      DEFINITIONS**

##### **1.01   DEFINED TERMS**

- A.      Wherever in these General Conditions and in other Contract Documents the following terms are used, their intent and meaning shall be interpreted as stipulated herein.
1.      **ADDENDUM:** A supplement to any of the contract documents issued in writing prior to the opening of bids.
  2.      **AGREEMENT:** The written instrument executed by Contractor and Owner by which Contractor is bound to perform the work within the contract time and Owner is obligated to compensate Contractor therefore at the contract price set forth therein.
  3.      **CHANGE ORDER:** A document signed by Owner, Engineer, and Contractor authorizing an addition, deletion, or revision in the work; or an adjustment in the contract price, or the contract time, or both; issued after the date of execution of Document 00500, Agreement.
  4.      **CONTRACT:** Agreement.
  5.      **CONTRACT DOCUMENTS:** The Notice Inviting Bids; Instructions to Bidders; Bid Forms; Certificates and Affidavits; Agreement and Supplements thereto, including Change Orders; Payment Bond; Performance Bond; General Conditions; Supplementary General Conditions; Special Provisions; and other Specifications; Drawings; and Addenda, if any.
  6.      **CONTRACT PRICE:** The moneys payable by Owner to Contractor under the contract documents as stated in the Agreement.
  7.      **CONTRACTOR:** The person, firm, or corporation who has entered into the contract with Owner for the performance of the work.
  8.      **DAYS:** Unless otherwise designated, days shall be understood to mean calendar days.
  9.      **DEFECTIVE:** An adjective when modifying the word "work" refers to work that is unsatisfactory; faulty; deficient; otherwise does not

conform to the contract documents; does not meet the requirements of any inspection, reference standard, test, or approval referred to in the contract documents; or has been damaged prior to Engineer's recommendation of final payment.

a. Conditions for damage to work covered under partial acceptance are specified in the Special Provisions.

10. DESIGN ENGINEER: The person, firm, or corporation including its principals, agents, and employees, designated by Owner to prepare drawings and specifications for the work.
11. DRAWINGS: The drawings which show the character and scope of the work to be performed and which have been prepared by Design Engineer, referred to in and part of the contract documents.
12. ENGINEER: The Engineer of the SSLOCSD or the Engineer's designated agent.
13. NOTICE INVITING BIDS: The public announcement inviting bids for the performance of the work.
14. LAWS AND REGULATIONS: LAWS OR REGULATIONS: Laws, rules, regulations, ordinances, codes, orders.
15. NOTICE-TO-PROCEED: A written directive issued by Owner, authorizing Contractor to start performance of the work.
16. OWNER: The SSLOCSD.
17. PLANS: Drawings.
18. PROJECT: The total construction contemplated by Owner of which the work may be the whole or a part, as described in the contract documents.
19. SPECIFICATIONS: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work, and certain administrative details applicable thereto.
20. SUBCONTRACTOR: The person, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of the part of the work at the site.

21. SUPPLEMENTAL AGREEMENT: Written amendment to the contract documents signed by Owner and Contractor.
22. WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents.
  - a. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

## PART 2 PRELIMINARY MATTERS

### 2.01 BONDS

- A. Bonds, surety requirements, and delivery are stipulated in Document 00100, Instructions to Bidders.

### 2.02 CONTRACTOR'S INSURANCE AND INDEMNIFICATION

#### A. General

1. Contractor shall carry all insurance required by Federal, State, County, and local Laws and Regulations.
2. Neither Contractor nor any subcontractor shall enter the site of the work or commence work under this contract before Owner, relying on Contractor's evidence of insurance, has issued the Notice-to-Proceed.
3. Contractor shall indemnify, defend, and save harmless Owner, its officers, officials, employees, and volunteers, from any and all loss, damage and liability for damages, including attorney's fees and other costs of defense incurred by them, whether for damages to or loss of property, or injury to or death of their officers, agents, and employees or third parties, which shall in any way arise out of or be connected with Contractor's operations or performance under the contract, unless such damage, loss, injury or death shall be caused solely by the negligence or willful misconduct of Owner, or by the active negligence of Owner.
4. Contractor shall secure and maintain, during the contract time and warranty period, certain insurance that shall protect Contractor, Subcontractor, Owner, and Design Engineer in such manner and amounts as set forth hereinafter. The insurance procured will protect against claims for injuries to persons or damages to property which

may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. If the Contractor maintains broader coverage and/or higher limits than the minimums stated herein, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

- a. The insurance requirements stipulated herein shall not be construed as limiting Contractor's liability.
5. All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of Contractor or any subcontractor, supplier, person, or agent employed by Contractor shall be borne by Contractor.
6. Self-insured Retentions
  - a. Self-insured retentions shall be declared to and approved by Owner.
  - b. At the option of Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respect the Owner and Design Engineer, their officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claims administration, and defense expenses. The policy language shall provide, or shall be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.
7. Contractor shall include subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
  - a. Coverages for subcontractors shall be subject to the requirements stipulated herein.

8. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this right of subrogation.
9. Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
10. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
11. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner and Design Engineer, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner and/or Design Engineer, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

B. Verification of Coverage

1. Contractor shall furnish Owner with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract.
2. Endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.
3. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
4. All certificates and endorsements shall be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
5. Owner has the right to secure from the Contractor certified copies of

all required insurance, including endorsements affecting the coverage required by these specifications, at any time.

C. The Contractor's insurance must be placed with insurers that have a current A.M. Best's rating of no less than A-: VII.

D. Workers Compensation Insurance

1. Contractor shall take out and maintain Workers Compensation Insurance as required by the State of California, with statutory limits, for all of its employees at the site of the work and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

a. The Contractor's Workers Compensation and Employer's Liability policy shall be endorsed in favor of the Owner and Design Engineer to provide a waiver of subrogation by the carrier for all work performed by the Contractor, its employees, agents and subcontractors.

2. Contractor shall require each subcontractor to provide workers Compensation Insurance for its employees unless the Contractor covers such employees.

3. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers Compensation Statute, Contractor shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

E. Commercial General liability Insurance

1. Contractor shall procure, and maintain during the life of the contract, coverage at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, whether such operations are the Contractor's or the subcontractor's.

2. The policy shall be endorsed to include the following provisions:

a. The Owner and Design Engineer, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in

connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used) or as a separate Owner's policy.

3. The minimum limits of the insurance shall be as follows:

- a. \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit of \$10,000,000 shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

F. Automobile Liability

- 1. Contractor shall carry and maintain coverage at least as broad as ISO automobile liability (Form CA 0001) covering Code 1 (any auto) with limits not less than \$5,000,000 per accident for bodily injury and property damage.

G. Professional Liability (if Design/Build)

- 1. If this is a design/build contract, Contractor shall carry and maintain Professional Liability insurance, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

I. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards).

- 1. If the project involved environmental hazards, Contractor shall carry and maintain Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

## 2.03 CONTRACT DOCUMENTS

A. Copies of Documents

- 1. The number and time of delivery of copies of contract documents are stipulated in Document 00100, Instructions to Bidders.

B. Intent of Contract Documents

1. The contract documents comprise the entire agreement between Owner and Contractor concerning the work.
2. The contract documents are complementary; what is called for by one is as binding as if called for by all.
3. The contract documents shall be construed in accordance with the laws of the State of California.
4. The intent of the contract documents is to describe a functionally complete work, which Contractor shall construct in accordance with the contract documents.
  - a. Work, materials, and equipment that may be inferred reasonably from the contract documents or from prevailing custom or trade usage as being required to produce the intended result shall be furnished and performed by Contractor whether or not specifically called for.
  - b. References to standard specifications, manuals, or codes of technical societies, organizations or associations, or to Laws and Regulations of a governmental authority, whether such references be specific or implied, shall mean the latest standard specification, manual, code, or Laws and Regulations in effect at the time the Notice Inviting Bids was issued, except as may be otherwise specifically stated.
    - 1) However, no provision of referenced standard specifications, manuals, or codes, whether or not such references be specifically incorporated in the contract documents, shall be effective to:
      - a) Change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, from those set in the contract documents.
      - b) To assign Engineer or any of Engineer's consultants:
        - (a) Any duty or authority to supervise or direct the furnishing or performance of the work; or
        - (b) Any duty or authority to undertake

responsibility contrary to the provisions of the contract documents.

C. Omissions, Conflicts, Errors, or Discrepancies

1. Where, during the performance of the work, Contractor finds omissions, conflicts, errors, or discrepancies in the contract documents, Contractor shall so report to Engineer, in writing, at once; and before proceeding with the work affected thereby shall obtain a written clarification or interpretation from Engineer pursuant to Article 4.02, Clarifications and Interpretations.
2. When Contractor feels that omissions, conflicts, errors, or discrepancies in the contract documents will cause or have caused Contractor additional costs or delays in the performance of the work, Contractor may make a claim therefore in accordance with Article 5.50, Claims.
  - a. Accordingly, Contractor shall give Engineer:
    - 1) Written notice of such claim within forty-eight hours after the occurrence of the cost and delay related to such omissions, conflicts, errors or discrepancies.
    - 2) Statement and supporting data within 7 days after the occurrence of the cost and delay related to such omissions, conflicts, errors or discrepancies.
  - b. Except for such claims as are made of record in the manner and within the time stated in this Paragraph C., Contractor shall be deemed to have waived and does hereby waive all claims for damages and for adjustments to the contract time, the contract price, or both, resulting from omissions, conflicts, errors, or discrepancies in the contract documents.
  - c. The claim will be processed as stipulated in Article 5.05, Claims.
3. The contract documents shall be interpreted applying the following precedence rules:
  - a) Discrepancies between drawings and the figures written thereon shall be resolved by taking the figures as correct.
    - 1) Figured dimensions shall govern over scaled dimensions.

- 2) Full-scale drawings shall govern over reduced size drawings.
  - 3) Where a dimension necessary for the prosecution of the work can only be obtained by means of a scaled dimension, Contractor shall request a determination from Engineer as provided in the preceding Sub-paragraph 1, this Paragraph C.
- b. The contract document higher in precedence shall control and supersede the contract documents lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:
- 1) First: Addenda, if any; Supplemental Agreements; and Change Orders; the one dated later having precedence over another dated earlier.
  - 2) Second: Agreements.
  - 3) Third: Special Provisions.
  - 4) Fourth: Drawings.
  - 5) Fifth: Supplementary General Conditions.
  - 6) Sixth: General Conditions.
  - 7) Seventh: Standard Specifications
  - 8) Eighth: Instructions to Bidders.
  - 9) Ninth: Bid Forms.
  - 10) Tenth: Notice Inviting Bids.

D. Amendment to Contract Documents

1. The contract documents may be amended in accordance with PART 5, AMENDMENTS AND CHANGES.
2. In giving clarifications and interpretations pursuant to Article 4.02 Clarifications and Interpretation, Engineer shall have authority to make minor changes in the work, not involving changes to the

contract price or to the contract time.

E. Reuse of Documents

1. Neither Contractor nor any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents, or copies of any thereof, prepared by or bearing the seal of Design Engineer or Engineer, without the written consent of Owner and Design Engineer or Engineer.
2. Neither Contractor nor any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with Owner shall reuse any of the drawings, specifications, or other documents, or copies of any thereof on extensions of the project or any other project, without the written consent of Owner and Design Engineer or Engineer, and specific adaptation by Design Engineer or Engineer.

2.04 COMMENCEMENT OF CONTRACT TIME

- A. Owner will issue the Notice-to-proceed not later than 60 days after the contract has been awarded, unless otherwise agreed in writing between Owner and Contractor.
- B. Contractor shall commence performance of the work on or before the 10<sup>th</sup> day after receiving the Notice-to-proceed, and shall complete the work within the contract time stipulated in Document 00500, Agreement.
- C. Before starting construction Contractor shall submit a written work schedule of the work at least 5 days prior to commencement of construction. No work may proceed prior to the date of commencement. The District will establish this date, and the District will notify the Contractor in writing.

2.05 SITE OF THE WORK

A. Availability of Lands

1. Owner will furnish, as indicated in the contract documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of Contractor.
2. Easements for permanent structures or for permanent changes in

existing facilities will be obtained and paid for by Owner, unless otherwise provided in the contract documents.

3. Contractor shall provide for additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
4. When Contractor believes that delays in Owner's furnishing lands, rights-of-way, or easements entitles Contractor to an extension of contract time, Contractor may make a claim therefore in accordance with Article 5.05, Claims.

B. Underground Facilities

1. The Owner has endeavored to determine the existence of underground facilities at the site of the work from the records of owners and operators of known underground facilities in the vicinity of the work.
  - a. The positions of these underground facilities as derived from such records may be indicated in the contract documents. Contractor shall contact owners and operators of known underground facilities to coordinate the work.
  - b. Service connections to utilities are not indicated in the contract documents.
  - c. Contractor shall expose and verify the locations and elevations of all existing utilities prior to beginning of all work.

Should unforeseen or unknown interference be encountered which create construction delays, the District shall not be held liable, nor will the Contractor press any claim for such unpredictable interference and delays. Prior to the start of construction, the Contractor shall contact Underground Services Alert (1-800-422-4133), forty-eight (48) hours minimum notice.

2. In addition to requirements of applicable Laws and Regulations, including California Government Code Section 4216, referenced in Article 3.07, Laws and Regulations, Contractor shall make its own investigations, including records searches and exploratory excavations, to determine the locations and type of existing underground facilities, service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes on or adjacent to the site of the work.
  - a. Contractor shall expose shown or inferred service laterals,

appurtenances, and other inferred underground facilities, which might interfere with construction of the work, in order to permit survey location of such underground facilities prior to construction.

- b. Where Contractor discovers underground facilities not marked by U.S.A., not identified in the contract documents, or in a position different from that indicated by U.S.A. or on the contract documents, Contractor shall immediately notify, in writing, Engineer and the owner or operator of the underground facility.
3. When necessary to remove, relocate, protect, or temporarily maintain an underground facility because of interference with the work, the work on such underground facility shall be performed and paid for as follows:
- a. When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunk line underground facility not marked by U.S.A. nor indicated in the contract documents with reasonable accuracy, the Owner assumes the responsibility for the timely removal, relocation or protection of the facilities as provided by California Government Code §4215..
    - 1) Owner will compensate Contractor:
      - a) for the costs of locating;
      - b) for the costs of repairing damage not due to the failure of Contractor to exercise reasonable care;
      - c) for the costs of removing, relocating, protecting, or temporarily maintaining such underground facilities; and
      - d) for the costs for equipment on the site necessarily idled during such work.
    - 2) These costs and the work to be done by Contractor in locating, removing, relocating, protecting, or temporarily maintaining such underground facilities shall be covered by a change order, in accordance with Article 5.01, Amendments and Changes to Contract Documents.

- 3) Owner may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, protect, or temporarily maintain such underground facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such underground facilities.
  - a) Changes in alignment and grade will be covered by a change order in accordance with Article 5.01, Amendments and Changes to Contract Documents.
- b. When it is necessary to remove, relocate, protect, or temporarily maintain the underground facility, the cost of which is not required to be borne by the owner or operator thereof, Contractor shall bear all expenses incidental to the work on the underground facility or damage thereto.
  - 1) The work on the underground facility work shall be done in a manner satisfactory to the owner or operator thereof; it being understood that the owner or operator of the underground facility has the option of doing such work with its own forces, or permitting the work to be done by Contractor.
    - a) No representations are made that the obligation to remove, relocate, protect, or temporarily maintain any underground facility and to pay the cost thereof is or is not required to be borne by the owner or operator of such underground facility and it shall be the responsibility of Contractor to investigate and find out whether or not said cost is required to be borne by the owner or operator of the underground facility.
  - 2) The stipulations of this Subparagraph b. do not apply to:
    - a) Existing main or trunk line underground facilities not indicated in the contract documents with reasonable accuracy.
    - b) Existing service laterals or appurtenances when their presence cannot be inferred from the presence of

other visible facilities, such as buildings, meters, and junction boxes on or adjacent to the site of the work.

4. The right is reserved to governmental agencies and to owners and operators of underground facilities to enter, at any time, upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purposes of maintaining and making repairs to their property.
5. In addition to procedures required by applicable Laws and Regulations, including California Government Code Section 4216 referenced in Article 3.07, Laws and Regulations, Contractor shall notify all owners of underground facilities when the work is in progress and shall make such arrangements as are necessary to make any emergency repair.
6. Contractor shall not be assessed liquidated damages for delay in the contract time when such delay was caused by the failure of Owner or the owner or operator of the underground facility to provide for removal or relocation of such underground facility.
7. If, as a result of underground facilities interference and relocation, Contractor believes that adjustments to the contract price, the contract times, or both, are not satisfactory, Contractor may make a claim therefore in accordance with Article 5.05, Claims.

C. Lines and Grades

1. Profiles and elevations are indicated on the drawings.
2. Elevations are referred to a datum indicated on the drawings.
3. The District shall pay all costs for the initial establishment of lines and grades for the work. Contractor shall pay all costs associated with re-establishment of lines and grades after initially established by the District.

- D. Survey land monuments and property markers shall not be moved or otherwise disturbed by Contractor until an authorized agent of the agency, having jurisdiction over the land monuments or property markers setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

## PART 3 CONTRACTOR'S RESPONSIBILITIES

### 3.01 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise and direct the performance of the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.
1. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the contract documents.
    - a. When Contractor believes that a work demand is outside the requirements of the contract documents, or when Contractor believes that an action of Engineer is incorrect or unfair, Contractor may make a claim therefore in accordance with Article 5.05, Claims.
      - 1) For such claim, Contractor shall give Engineer:
        - a) Written notice of such claim within forty-eight (48) hours after the occurrence of the cost and delay related to such work demand or Engineer's action.
        - b) Statement and supporting data within 7 days after the occurrence of the cost and delay related to such work demand or Engineer's action.
      - 2) Except for such claims as are made of record in the manner and within the time stated in this Subparagraph a., Contractor shall be deemed to have waived and does hereby waive all claims for damages and for adjustments to the contract time, the contract price, or both, resulting from work demands and from Engineer's clarifications, interpretations, and findings.
      - 3) The claim will be processed in accordance with Article 5.05, Claims.
    2. When required by the contract documents, Contractor shall follow the sequence of operations set forth therein.
    3. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

B. Contractor's Representative

1. Contractor shall, at all times during working hours, be represented in all matters pertaining to the work by one, and only one, competent and experienced general superintendent.
  - a. Before work is started at the site, Contractor shall give written notice to Engineer stating who Contractor's superintendent will be, giving this person's home address and telephone number.
    - 1) A statement naming more than one general superintendent to be in charge simultaneously, making one or the other responsible depending upon who is present at the time will not be acceptable.
  - b. Contractor shall inform Engineer in writing prior to any change of general superintendent.
2. Communications issued by Engineer to Contractor's superintendent on the work shall be considered as having been given to Contractor.

C. Responsibility for Deviation from Plans

Notwithstanding any other provisions in the contract, to the contrary, it is understood and agreed that the failure of the engineer or any inspector on the project to observe or to notify the Contractor of deviations from the approved Plans and Specifications, whether or not such deviations could have been corrected if such notifications had been given, shall in no way relieve the Contractor of any responsibility or liability for the Contractor's failure to complete, and the Contractor shall be required to repair and complete the work covered by this contract in exact accordance with the approved Plans and Specifications and all applicable laws and regulations; and the Owner shall not be construed or be deemed to have waived its right to insist on exact compliance by the Contractor pursuant to the terms of this contract or the issuance of any inspection reports or any certificates of partial or final completion.

3.02 LABOR, MATERIALS, AND EQUIPMENT

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and to perform construction of the work as required by the contract documents.
1. Contractor shall maintain good discipline and order at the site.

B. Unless otherwise specified in the Special Provisions, Contractor shall furnish, install, and assume responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water, sanitary facilities and other temporary facilities, and all other facilities and incidentals necessary for the furnishing, installation, performance, testing, start-up and completion of the work.

1. Incidentals include, but are not limited to, dust, site drainage, noise, and traffic control measures.

C. Materials and Equipment for the Work

1. Materials and equipment incorporated in the work shall be of good quality and new and subject to review and acceptance by Engineer unless otherwise specified in the Special Provisions.
2. Where materials and equipment are referred in the specifications followed by the expression "or equal," Engineer will decide the question of equality as stipulated under Article 3.04, Substitute or "Or Equal" Items.
3. Materials and equipment of a general description shall be good, free from defects, and adapted to the use for which provided.
4. The physical characteristics of materials and equipment not particularly specified shall conform, where applicable, to current standards published by the American Society for Testing and Materials (ASTM).
5. Materials and equipment shall be equal to the accepted samples, when samples have been submitted.
6. If the Engineer deems any of Contractor's equipment to be unsuitable, it shall be removed from the site and shall not be returned during this contract.

D. Storage of Materials and Equipment

1. Contractor shall provide proper storage facilities and exercise such measures as shall ensure the preservation of the specified quality and fitness of materials and equipment to be used in the work.
2. Stored materials and equipment shall be located so as to provide reasonable access for observation.

3. In case of suspension of work, Contractor shall store and protect materials and equipment as necessary to maintain the quality, integrity, and availability when performance of the work is resumed.

E. Payment for Labor and Materials

1. Contractor shall pay, when due, all valid charges for labor and material incurred by contractor and used in the construction of the work and shall also be responsible for keeping the job free of liens or "stop payment" notices recorded by or under Contractor or its subcontractors.
2. Nothing contained herein shall be deemed to waive any immunity or other provisions of law preventing imposition of mechanics' liens on public property.
3. When Contractor fails to make payments required under this Paragraph E., or when Contractor fails to keep the work free of mechanics' liens or stop payment notices incurred by or under Contractor or its subcontractors, Owner may settle such claims and Contractor shall, on demand, reimburse Owner for amounts so paid, or Owner may withhold such amounts from payments due or to become due to Contractor.

3.03 ADJUSTING PROGRESS SCHEDULE

- A. Contractor shall prepare and submit adjustments in the progress schedule to reflect the effect thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with provisions of the special provisions.

3.04 SUBSTITUTE OR "OR EQUAL" ITEMS

- A. Article 1.05 Product Substitution of Document 00100 Instructions to Bidders, includes complementary provisions on materials and equipment listed by brand or trade name in the specifications and drawings.
- B. Substitution Requests:
  1. Requests for approval of substitute materials or equipment designated in the contract documents by a brand or trade name shall be submitted after award of the contract and not later than the time period stipulated in Article 1.05 referenced in the preceding Paragraph A.

2. Requests shall be made in writing and shall be accompanied by data, satisfactory to Engineer, that support the merits of the proposed substitute material or equipment.
  3. The request shall state how the proposed substitute material or equipment compares with or differs from the specified material or equipment in composition, size, strength, arrangement, performance, serviceability, maintenance, recommended inventory of spare parts, and other relevant characteristics and information; in addition, the request shall be accompanied by documented evidence of equality in price and delivery or evidence of difference in price and delivery.
    - a. Data on price shall be in the form of certified quotations from suppliers of both the specified and the proposed material or equipment.
- C. Materials or equipment accepted for substitution shall meet applicable provisions of the contract documents.
1. Compliance with specific requirements of the contract documents shall be demonstrated and necessary modifications shall be made in order to meet such specific requirements and actual conditions under which the material or equipment will be required to perform.
- D. When a substitution is allowed under the provisions of this Article 3.04 and the substitute material or equipment subsequently proves to be defective, Contractor shall, without cost to Owner, and without obligation on the part of Engineer, replace the substitute material or equipment with the material or equipment originally specified.

### 3.05 CONCERNING SUBCONTRACTORS AND OTHERS

- A. Bidders shall list, in Document 00300, Bid Forms, any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime 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

1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- B. Contractor shall be responsible for the acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor, just as Contractor shall be responsible for Contractor's own acts and omissions.
- C. Nothing in the contract documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier, or third person on or near the project.
- D. The divisions and sections of the specifications and the identifications of drawings shall not control Contractor in dividing the work among subcontractors or others or delineating the work performed by any specific trade.

### 3.06 PATENT FEES AND ROYALTIES

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyright held by others.
- B. Contractor shall indemnify and save harmless Owner and Engineer from all liabilities, judgments, costs, damages, and expenses which may result from the infringement of any patents, trademarks, and copyrights by reason of the use of any proprietary materials, devices, equipment, or processes incorporated or used in the performance of the work.

### 3.07 LAWS AND REGULATIONS

- A. Contractor shall procure all permits and licenses, give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. All permits required by the SSLOCSD will be obtained through the District.
- B. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- C. Contractor shall defend, indemnify and save harmless Owner and Engineer against claims arising from the violation of any Laws or Regulations, whether by Contractor, any subcontractors, or any suppliers.
- D. Some Laws and Regulations applicable to the performance of the work are referenced in the following subparagraphs which also contain a brief

excerpt; however, no representation is made that all applicable Laws and Regulations are referenced, that the references are current and correct, or that the excerpts are correct and include all the relevant information.

1. Subsurface Installations: California Government Code, Sections 4216 et seq., cover requirements and procedures relating to excavation in areas which are known, or reasonably should be known, to contain subsurface installations; notifications to subsurface installations owners and operators; time required for notices before excavation; and related matters.
2. Requirement of Payment: Pursuant to Section 1771 of the California Labor Code, Contractor and subcontractors shall pay to workmen employed in the performance of the work not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the work, and no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in said Labor Code.
3. Specification of Prevailing Wage Rates in Call for Bids: Pursuant to provisions in Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at Owner's principal office and are available for examination by any interested party on request, during normal business hours.
4. Pursuant to provisions in Section 1773.1 of the California Labor code, Contractor shall make payment for travel and subsistence as required in said Section 1773.1.
5. Forfeiture for Paying Less than Prevailing Rate: Pursuant to Section 1775 of the California Labor Code, Contractor shall comply with the provisions of said Section 1775 and forfeit as a penalty not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft corresponding to such worker, whether employed by Contractor or any subcontractor.
6. Payroll Record of Wages Paid: Pursuant to Section 1776 of the California Labor Code, Contractor 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 Contractor for the performance of the work.
  - a. A certified copy of payroll records shall be submitted to

Owner, and shall be made available for inspection or furnished upon request to a representative of the California Division of Labor Standards Enforcement and Division of Apprenticeship Standards.

- b. In case of noncompliance with said Section 1776 and after a 10-day period following receipt of written notice, Contractor shall forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker in noncompliance, until compliance is effectuated.
  - c. Contractor shall be responsible for compliance with said Section 1776.
- 7. Employment of Apprentices on Public Works: Provisions in Section 1777.5 of the California Labor Code fix responsibility of compliance with that section for all apprenticeable occupations with Contractor.
  - a. Said Section 1777.5 provides that Contractor and every subcontractor shall submit contract award information to the applicable joint apprenticeship committee.
  - b. Section 1777.7 of said Labor Code provides that Contractor shall forfeit as a civil penalty the sum of one hundred dollars (\$100) for each calendar day of noncompliance with provisions of said Section 1777.5.
- 8. Hours Constituting Day's Work: In accordance with California Labor Code, Section 1810, eight (8) hours labor constitutes a legal day's work.
  - a. In accordance with Section 1811 of said Labor Code, the time of service of any workman employed upon the work is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week except as provided in Section 1815 of said Labor Code.
- 9. Penalty when Worker is Required to Work Excess Hours: In accordance with Section 1813 of the California Labor Code, Contractor shall, as a penalty, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the work by Contractor and any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said Section 1813.

- a. In accordance with Section 1815 of said Labor Code, notwithstanding the preceding provisions, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week are permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.
10. Digging Trenches or Other Excavations: California Public Contract Code, Section 7104 (first of two), includes procedures when the work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface.
- a. Contractor shall promptly, and before the following conditions are disturbed, notify Owner and Engineer, in writing, of any:
    - 1) Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
    - 2) Subsurface or latent physical conditions at the site differing from those indicated in the contract documents.
    - 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 documents.
  - b. Owner will promptly investigate the conditions and where Owner finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contract price, or in the contract time, or both, a change order will be issued in accordance with Article 5.01, Amendments and Changes to Contract Documents.
  - c. In the event a dispute arises between Owner and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contract price, or in the contract time, or both, Contractor shall not be excused from any scheduled completion date provided in the contract documents, but shall proceed with the work.
    - 1) Contractor shall retain any and all rights provided in the contract documents or by law, which pertain to the resolution of disputes and protests between Contractor

and Owner.

11. Claims of \$375,000 or Less: In accordance with Section 20104 through 20104.6 of the California Public Contract Code, Contractor may file claims for time extensions or for payments, in writing and including documentation substantiating the claim, on or before the date of final payment. Procedures, limitations, and provisions for several levels of review are included in said Sections 20104 through 20104.6 and shall supersede conflicting and contrary provisions in the contract documents.

a. Claims shall be as defined in said Section 20104, Subsection (b) (2).

### 3.08 TAXES, FEES, AND CHARGES

A. Contractor shall pay all sales, consumer, use, and other similar taxes and pay all charges and fees required to be paid by Contractor in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the work.

B. Contractor shall comply with the provisions of this section to the extent possible under applicable laws and regulations.

Contractor shall provide to the District a list of items (materials, fixtures and machinery and equipment) to be used on the project and the cost of the each item. Contractor shall also designate a contact person and provide to the District the contact person's name, title, street address, email address and telephone number.

The contractor shall provide the District with a list of all subcontractors, the nature of the subcontract, the value of the subcontract and contact information (name, title, subcontractor, street address, email address and telephone number) of the person responsible for such efforts with each subcontractor.

### 3.09 USE OF PREMISES

A. Contractor shall confine construction equipment, the storage of materials and equipment, vehicle parking, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents and other land and areas permitted by Laws and Regulations, permits and easements, rights-of-way, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

- B. Contractor shall assume responsibility for damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work.
  - 1. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law.
- C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.
- D. Cleaning the Work Site:
  - 1. The Contractor shall remove all old structures and abandoned facilities in the line of work. These shall be removed from the site along with trash, stones, debris, and other obstructions encountered, at no additional cost to the Owner.
  - 2. During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work.
  - 3. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner.
- E. Contractor shall restore to original condition property not designated for alteration by the contract documents.
- F. In case of suspension of work, Contractor shall provide suitable drainage and erect temporary structures as necessary.

### 3.10 RECORD DOCUMENTS

- A. Contractor shall maintain, in a safe place at the site, one record copy of all drawings, specifications, addenda, supplemental agreements, change orders, and engineer's written interpretations and clarifications in good order and annotated to show all changes made during construction.
  - 1. These record documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to

Engineer for reference.

- B. Upon completion of the work, the record documents, samples and shop drawings shall be delivered to Owner.

### 3.11 SAFETY AND PROTECTION

#### A. Precautions and Program

1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.
2. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:
  - a. All employees on the work or work site and other persons and organizations who may be affected thereby.
  - b. All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site.
  - c. All other property at the site.

#### B. Protection of Work

1. Contractor shall be responsible for the protection of the work until its completion and final acceptance.
  - a. Contractor shall, at its own expense, replace damaged or lost material or equipment, or repair damaged parts of the work, and Contractor and its sureties shall be liable therefore.

#### C. Inconvenience to the Public

1. The Contractor shall schedule work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. The Engineer shall approve Contractor's work hours if other than above.
2. Contractor shall comply with Laws and Regulations directed to minimize interference to traffic and inconvenience, discomfort and damage to the public including provision for adequate dust control.
3. The Contractor's operation shall cause no unnecessary inconvenience, and the travel rights of the public shall be maintained at all times. This means that no more than one-half of the roadway

may be closed at any one time and the other half shall be maintained to permit passage in both directions.

4. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings and street intersections shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
5. In order to expedite the passage of public traffic through or around the work, and where ordered by the Engineer, the Contractor shall install signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagmen, all for the convenience and direction of public traffic, will be paid for under the various contract unit prices and no additional compensation will be made. Dust, which may create a hazard, or a nuisance, shall be abated at all times during the entire progress of the work.

D. Public and Private Property

1. Contractor shall protect against injury pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences, and other structures or property, public and private, encountered in the performance of the work except as stipulated elsewhere herein.
  - a. Contractor shall be responsible and liable for injury to such pipes, structures, and property.
2. Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from Contractor's operations in the performance of the work.

E. Protection of Materials and Equipment

1. Contractor shall be responsible for the protection of materials and equipment stored on and off the site of the work.
2. Owner reserves the right to direct Contractor to provide proper means of protection for materials or equipment when such is deemed advisable by Engineer; however, the exercise of or failure to exercise this right shall not be deemed to relieve Contractor of its responsibility for protecting the material and equipment.
3. Contractor shall provide suitable warehouses or other adequate means of protection for materials and equipment that require special

protection during storage.

- a. Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage.
- b. The cost of replacing any material or equipment damaged in storage shall be borne by Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve Contractor of its responsibility regarding the protection of materials and equipment.
  - 1) No motor shall be left uncovered or unprotected.

F. Applicable Laws and Regulations

1. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
2. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
3. Damage, injury or loss to any property referred to in this Article 3.11, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or 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 Contractor.

- G. Contractor's duties and responsibilities for the safety and protection of the work shall continue until the work is completed and accepted by Owner.

3.12 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the work or

property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, shall act to prevent threatened damage, injury or loss.

- B. Contractor shall give Engineer prompt written notice when Contractor believes that significant changes in the work or variations from the contract documents have been caused thereby.
- C. Where Engineer determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be processed as stipulated in PART 5, AMENDMENTS AND CHANGES.

### 3.13 SHOP DRAWINGS AND SAMPLES

- A. Provisions on shop drawings and samples are specified in the special provisions.

### 3.14 CONTINUING THE WORK

- A. In the event of a dispute between the parties as to performance of the work, the interpretation of this contract, or payment, or nonpayment of work performed, parties shall attempt to resolve the dispute.
- B. Where the dispute is not resolved, Contractor agrees to continue the work diligently to completion and will neither rescind this contract nor stop the progress of the work, but will submit such controversy to determination in accordance with the terms of the contract documents.
  - 1. However, the preceding does not preclude Contractor from stopping or terminating the work in accordance with Article 8.03, Contractor May Stop Work or Terminate.
- C. In the event any litigation is commenced with respect to this contract; such litigation shall not serve to suspend Contractor's obligation to continue performance of the work hereunder.

## PART 4 ENGINEER'S STATUS DURING CONSTRUCTION

### 4.01 AUTHORITY OF ENGINEER

- A. Engineer will be the initial interpreter of the requirements of the contract documents and will decide questions, which may arise as to the quality and acceptability of the completed work.
- B. In observing Contractor's work, Engineer's efforts will be directed towards

providing Owner a greater degree of confidence that the completed work will conform to the intent of the contract documents.

- C. Neither the authority of Engineer to act under this Article 4.01 or elsewhere in the contract documents, nor any decision made in good faith shall give rise to any duty by Engineer to Contractor or to any other person or organization, including but not limited to, subcontractors, suppliers, insurers, employees, or agents, whether performing work on the site or not.
- D. Engineer shall not be responsible for Contractor's means, methods, techniques, sequences, or procedures for construction for the safety precautions and programs incident thereto, or for the safety of persons or property on or about the site of the work.

#### 4.02 CLARIFICATIONS AND INTERPRETATIONS

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the contract document, in the form of drawings or otherwise, as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents.
- B. When Contractor believes that a written clarification or interpretation issued by Engineer justifies a change in the contract price or an extension of the contract time, or both, Contractor may make a claim therefore in accordance with Article 5.05, Claims.
  - 1. For such claim, Contractor shall give Engineer:
    - a. Written notice of such claim within forty-eight (48) hours after the receipt of such written clarification or interpretation from Engineer.
    - b. Statement and supporting data within 7 days after the receipt of such written clarification or interpretation from Engineer.
  - 2. Except for such claims of record as are made in the manner and within the time stated in this Paragraph B., Contractor shall be deemed to have waived and does hereby waive all claims for damages and for adjustments to the contract time, the contract price, or both, resulting from written clarifications or interpretations issued by Engineer.
  - 3. The claim will be processed as stipulated in Article 5.05, Claims.

#### 4.03 ROLE IN CLAIMS AND DISPUTES

- A. Claims, disputes, and other matters relating to the acceptability of the work or the interpretation of the requirements of the contract documents

pertaining to the performance and furnishing and installation of the work and claims for changes in the contract price or contract time shall be submitted initially to Engineer, in writing, with a request for a formal decision, in accordance with Article 5.05, Claims.

- B. Engineer will render a decision in writing within a reasonable time.
- C. The rendering of a decision by Engineer with respect to any such claim, dispute, or other matter shall be a condition precedent to any exercise by Contractor of such rights or remedies as it may otherwise have under the contract documents or by Laws and Regulations in respect of any such claim, dispute, or other matter.
- D. Engineer, upon receipt of Contractor's claim for a work demand outside the requirements of the contract documents, or for an incorrect or unfair clarification, interpretation, or finding by Engineer, will review the work demand, clarification, interpretation or finding object of Contractor's claim and will promptly advise Contractor in writing of Engineer's final decision which shall be binding unless, within 10 days thereafter Contractor shall file with Owner a formal protest against said final decision of Engineer.
- E. Within 30 days of receipt of such protest, Owner will render a decision.
- F. When Engineer's and Owner's decisions give rise to a claim as defined in Section 20104 (b) (2) of the California Public Contract Code and does not exceed \$375,000, the requirements and procedures set forth in Section 20104.2 of the California Public Contract code shall apply.

#### 4.04 AUTHORIZED VARIATIONS IN WORK

- A. Engineer may authorize minor variations in the work from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents.
- B. When Contractor believes that such authorized minor variations justify a change in the contract price or an extension of the contract time and the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore in accordance with Article 5.05, Claims.

#### 4.05 REJECTING DEFECTIVE WORK

- A. Engineer will have authority to disapprove or reject work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the work, whether or not the work is fabricated, installed, or completed.

B. Materials and Equipment

1. Materials and equipment found to be defective, whether in place or not, may be rejected.
2. Rejected materials and equipment shall be removed immediately from the site of the work unless otherwise permitted by Engineer.
  - a. Where Contractor fails to remove and replace rejected material or equipment, Owner has authority to do so and to deduct the cost of removal and replacement from any moneys due or to become due Contractor.
3. Rejected material or equipment subsequently corrected and rendered non-defective may be used in the work only upon acceptance by Engineer.

PART 5 AMENDMENTS AND CHANGES

5.01 AMENDMENTS AND CHANGES TO CONTRACT DOCUMENTS

- A. Without invalidating the Agreement and without notification of sureties, the contract documents may be amended and changed to provide for additions, deletions, and revisions or to modify terms and conditions, including changes to the work, contract price, and contract time.
- B. Amendments and changes to the contract documents will be authorized by a Supplemental Agreement or a Change Order, except that Engineer may authorize changes in the work as stipulated in:
  1. Paragraph 2.03 D., Amendment to Contract Documents.
  2. Article 4.04, Authorized Variations in Work.
- C. Adjustments to Contract Time and Contract Price
  1. The contract time and contract price may only be changed by a Change Order or by a Supplemental Agreement.
  2. Upon demand of either Contractor or Owner, an equitable adjustment satisfactory to both parties will be made in the contract price, the contract time, or both.
  3. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any work performed that is not required by the contract documents as amended, modified, and supplemented; except as follows:

- a. In the case of an emergency, in accordance with Article 3.12, Emergencies.
- b. In the case of uncovering work, in accordance with Article 6.04, Covering and Uncovering Work.

D. Execution

- 1. Supplemental Agreements: Owner and Contractor shall execute Supplemental Agreements, and Owner shall promptly furnish Engineer a copy of such Supplemental Agreements.
- 2. Change Orders: Owner, Contractor, and Engineer shall execute change orders.
- 3. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which shall be performed under the applicable conditions of the contract documents or as otherwise specifically provided in such document.

5.02 CHANGE OF CONTRACT PRICE

A. Total Compensation

- 1. The contract price constitutes the total compensation, subject to authorized adjustments as provided herein, payable to Contractor for performing the work.
- 2. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the contract price.

B. The adjustment in contract price will be determined and paid in one of the following ways:

- 1. By unit prices acceptable to Owner and Contractor.
- 2. By lump sum prepared by Contractor and found acceptable by Owner.
- 3. By force account in accordance with Article 5.04, Force Account.
- 4. Otherwise, as agreed by Owner and Contractor.

C. Upon request by Engineer, Contractor shall submit promptly an itemized cost breakdown together with supporting data, satisfactory to Engineer, substantiating adjustments in contract price.

1. Contractor's expenses for the preparation of supporting data and cost estimates shall not be considered a direct cost payable in the contract price adjustment for an amendment or change.
- D. When prices cannot be agreed upon, Owner may take one of the following actions:
1. Partial termination of contract for the items in question:
    - a. Such partial termination shall not be interpreted as a breach of contract and shall not give rise to Contractor's claim for an adjustment in contract price, contract time, or both.
    - b. Owner may proceed to have the items in question performed by its own forces or by others.
  2. Direct Contractor to proceed with the items in question on a force account basis in accordance with Article 5.04, Force Account.
    - a. Upon receipt of Owner's direction to proceed on a force account basis, Contractor shall promptly undertake the performance of the items in question under the applicable requirements of the contract documents or as otherwise specifically provided.

### 5.03 CHANGE OF CONTRACT TIME

- A. Time limits stated in the contract documents are of the essence of the Agreement.
1. The provisions under this article shall not exclude recovery for damages including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs for delay.
- B. Weather Related Extension of Time
1. Contractor may be entitled to an extension of contract when the work has been suspended in whole or in part due to weather conditions which delayed progress; provided that:
    - a. Such delayed progress is clearly beyond the control of Contractor.

- b. Contractor is not at fault.
  - c. Contractor is not negligent under the terms of the contract documents.
- 2. Contractor shall submit a claim for a weather-related extension of the contract time so that Engineer receives such claim not later than 10 days following the end of the delay-causing condition.
  - a. Such claim shall be in writing and shall state the reason for and the extent of the requested time extension.
- 3. Owner will ascertain the facts and the extent of the delay and make a finding of the facts thereon.
  - a. No extension in contract time will be allowed for the first 20 working days lost due to weather conditions.
- 4. Owner may grant an extension of time after the expiration of the original contract time as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.
  - a. No other compensation or payment will be allowed for time lost due to weather.

C. Other Delays Beyond Contractor's Control

- 1. Contractor shall not be assessed liquidated damages for delays in the completion of the work caused by acts of God, acts of criminals, acts of Owner, acts of public utilities, delays covered in Subparagraph 2.05 B.7., fire, floods, epidemics, quarantine restrictions, labor strikes that delay the critical sequence of the work, or delays of subcontractors due to such causes, provided that Contractor shall notify Owner in writing the causes of such delay in accordance with Article 5.05, Claims.

Contractor shall have no claim for any other compensation for any such delay.

D. Limit to Contract Time Extension

- 1. The contract time will be extended only when and to the extent that the justified causes of delay affect the prosecution of work having a direct effect on the critical sequence of performance (critical path) required to complete the contract within the contract time.
- 2. Other limitations are stipulated in Paragraph D of Article 6.09, Owner

May Correct Defective Work.

5.04 FORCE ACCOUNT

- A. When directed by Owner, Contractor should promptly perform changes in the work pursuant to force account procedures.

Under such procedures, Contractor will be compensated for the costs of labor, materials, equipment, overhead, and other concepts as stipulated hereinafter.

1. Change order authorizing force account work.
  - a. Owner will issue a change order authorizing force account work, and this change order will include a description of the work to be performed and a preliminary cost estimate prepared by Engineer.
    - 1) The change orders authorizing force account work shall be signed by Contractor to acknowledge receipt of Owner's direction but not as an approval of the preliminary cost estimate.
  - b. Contractor shall proceed to perform the force account work but shall not exceed the cost set in the change order authorizing force account work unless by subsequent change order Owner authorizes an additional cost allowance.
  - c. Upon completion of the force account work, Owner will issue a change order closing the force account work and adjusting the cost figures and contract price as well as adjusting the contract time, when applicable.
    - 1) This change order closing the force account work shall be signed by Contractor to signify Contractor's acceptance of the adjustments to the contract price and contract time.
- B. For the cost of labor and foremen in direct charge of the specific operations related to the force account work, Contractor will be paid:
  1. The cost of wages paid by Contractor at rates not to exceed those for comparable labor currently employed on the work.
  2. The cost of industrial accident or Worker's Compensation Insurance.

3. The cost of social security taxes and unemployment compensation insurance.
4. The amounts paid by Contractor by reason of an employment contract generally applicable to its employees.
5. An amount equal to 25% of the cost of wages and other costs listed before to cover Contractor's overhead and profit.
  - a. Owner will make no additional payment for subcontractors or others employed by Contractor in the performance of force account work.
  - b. Contractor shall negotiate with subcontractors and others the appropriate compensation for overhead and profit.

C. Cost of Tools and Equipment

1. For the use of power tools and special or heavy equipment, except small tools and minor items of equipment stipulated below, Contractor will be paid in accordance with the current edition of "Labor Surcharge and Equipment Rental Rates" published by the State of California, Department of Transportation, Caltrans.
  - a. In the event that any of the equipment to be used is not listed in said schedule; the rental rate for such equipment shall be as agreed upon in writing before the force account work is started.
  - b. No separate payment will be made for the use of small tools and minor items of equipment which cost shall be considered included in the overhead allowance.
    - 1) As used herein, small tools and minor items of equipment shall be individual tools or items of equipment having each a replacement value of \$200 or less.
2. To cover Contractor's overhead and profit, 15% shall be added to such rental rates.

D. Cost of Materials and Equipment

1. For the cost of materials and equipment accepted by Engineer and used or installed in the force account work, Contractor will be paid the actual cost of such material and equipment, including transportation charges, to which cost shall be added a sum equal to

15% thereof to cover Contractor's overhead and profit.

E. Supervision and Overhead

1. No separate payment will be made for general superintendence.
2. The cost of supervision and overhead shall be understood to be included in the 25% added for labor and the 15% added for the other concepts in accordance with the preceding stipulations.

F. Defective Work

1. Contractor shall repair, reconstruct, replace, or otherwise make acceptable work found by Engineer to be defective, and costs incurred by Contractor to make such defective work acceptable shall be considered as included in the 25% and in the 15% overhead and profit allowances stipulated previously.

G. Records

1. At the end of each day, Contractor and Engineer shall compare the records of force account work performed and resolve disagreements.
2. Copies of these records shall be made on suitable forms provided for this purpose and signed by Engineer and Contractor.
3. Invoices for force account work shall be certified by Contractor, and shall be submitted to Engineer not later than the 5<sup>th</sup> day of the month following that in which the force account work was performed.

5.05 CLAIMS

A. Claims for a change in the contract price or in the contract time shall be based on written notice delivered to Engineer stating clearly and in detail claimant's objections and reasons for the claim.

1. The notice shall be delivered within the number of days stipulated in each case, and where the number of days is not stipulated, promptly, but in no event later than 10 days after the occurrence of the event giving rise to the claim.

B. The notice shall be followed with a statement delivered to Engineer, detailing the adjustment to the contract price or contract time, or both, sought by the claimant together with supporting data and a declaration, as set forth in the following:

1. The statement and supporting data shall be delivered within the number of days stipulated in each case, and where the number of days is not stipulated, not later than 20 days after the occurrence of the event giving rise to the claim, unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.
2. The statement and supporting data shall be accompanied by claimant's written declaration that the amount and time claimed cover all known amounts (direct, indirect, and consequential) and time to which the claimant is entitled as a result of the occurrence of said event.

C. Review of Claims

1. Engineer will review claims within a reasonable time and will inform, in writing, Engineer's findings to claimant and to the other party.
2. Where claimant disagrees, it shall, within 15 days of receipt of Engineer's findings, notify the other party and Engineer of claimant's disagreement and of the reasons for the disagreement.
  - a. This notification of disagreement shall signify that a dispute exists between Owner and Contractor.
  - b. The dispute shall be resolved by a mutually agreeable method of dispute resolution.
  - c. When no method of dispute resolution can be agreed upon within 30 days after receipt of the notice of disagreement by the other party, claimant may initiate legal proceedings.
    - 1) The time of 30 days may be extended by mutual agreement of Owner and Contractor.
3. Only upon completion of the preceding steps may the claimant seek the recourse of litigation against the other party.

D. Claims for an adjustment in contract price or contract time, or both, will be invalid when not submitted in accordance with this article.

E. Provisions relating to claims are stipulated elsewhere in these General conditions and include:

1. Subparagraph 2.03 C.2.: Claim for omissions, conflicts, errors, or discrepancies in the contract documents.

2. Subparagraph 2.05 A.4.: Claim for Owner's delay in furnishing lands, rights-of-way, or easements.
3. Subparagraph 2.05 B.7.: Claim for interference or relocation of underground facilities.
4. Subparagraph 3.01 A.1.a.: Claims for demands outside the requirements of the contract documents, or for incorrect or unfair actions of Engineer.
5. Paragraph 4.02 B.: Claims for increase in contract price or extension of contract time as a consequence of a clarification or interpretation by Engineer.
6. Article 4.03: Engineer's role in claims and disputes.
7. Paragraph 4.04 B.: Claim for increase of contract price or extension of contract time as a consequence of a minor variation.
8. Paragraph 6.04 B.: Claims for increase in contract price or extension of contract time or both for uncovering work.
9. Article 6.08: Claims related to acceptance of work that is defective.
10. Paragraph 6.09 C.: Claims related to Owner's correction of defective work.
11. Paragraph 8.01 B.: Contractor's claim for an increase in contract price, an extension of contract time, or both in case of suspension of work by Owner.

#### 5.06 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

| NUMBER | ITEM |
|--------|------|
|        |      |

The compensation payable for the Contractor's material cost of asphalt concrete will be subject to being increased or decreased in accordance with the provisions of this section for paving asphalt price fluctuations exceeding 5% (1u/lb is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in accordance with the following formula when the material cost of asphalt concrete is included in a monthly estimate:

Total monthly adjustment = AQ

For an increase in paving asphalt price index exceeding 5%:

$$A = 0.90 (1.1023) (I_u/I_b - 1.05) I_b$$

For a decrease in paving asphalt price index exceeding 5%:

$$A = 0.90 (1.1023) (I_u/I_b - 0.95) I_b$$

Where:

- A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete and used as a binder for pavement reinforcing fabric rounded to the nearest \$0.01.
- $I_u$  = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
- $I_b$  = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
- Q = Quantity in ton of paving asphalt that was used as a binder for pavement reinforcing fabric plus the quantity of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

1. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the Owner for decreased compensation adjustments and the Owner may deduct the amount thereof from any moneys due or that may become due the Contractor.
2. Compensation adjustments made under this section will be taken into account in making adjustment under Section 4-1.02B, "Increased or Decreased Quantities," of the standard specifications.
3. The total price adjustment for price index increases of paving asphalt on this project shall not exceed 10% of the total cost of asphalt material tonnage placed on the project.
4. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in

effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset and Wilmington fields.

In the event that any of the companies discontinue posting their prices for any field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

## PART 6 QUALITY ASSURANCE AND QUALITY CONTROL

### 6.01 CONTRACTOR'S WARRANTY

- A. Contractor warrants and guarantees to Owner and Engineer that the work will be in accordance with the contract documents and will not be defective.
  - 1. Prompt notice of defects observed by Engineer or Owner will be given to Contractor.
    - a. However, Owner and Engineer are under no obligation to do so and neither Owner nor Engineer shall be held liable because Owner or Engineer does not discover defective work during the progress of construction.
  - 2. Defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this PART 6, QUALITY ASSURANCE AND QUALITY CONTROL
- B. The warranty provided herein should not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the contract document or by law.
  - 1. The remedies provided herein should not be exclusive and Owner shall be entitled to any and all remedies provided by law.

### 6.02 ACCESS TO WORK

- A. Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests shall have access to the work at reasonable times for their observation, inspecting, and testing.

- B. Contractor shall provide proper and safe conditions for such access.

#### 6.03 TESTS AND INSPECTIONS

- A. Contractor shall give Engineer timely notice of readiness of the work for required inspections, tests, or approvals.
- B. The District shall be responsible for arranging and obtaining inspection and tests. District shall pay for all costs associated with the initial test at any location. If the tested material fails the test, the Contractor shall repair, rework, reconstruct, and perform all work necessary to achieve the final condition specified by the contract documents, and shall pay all costs associated with any and all subsequent tests until the material meets or exceeds the test criteria. Contractor shall be responsible for obtaining approvals, and shall submit Contractor's work for inspection, testing, or approval required:
  - 1. Specifically by Laws and Regulations of any public body having jurisdiction over the work or a part thereof.
  - 2. In connection with Owner or Engineer's acceptance of a supplier of materials or equipment proposed to be incorporated in the work.
  - 3. Of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the work.
- C. The cost of inspections, tests, and approvals in addition to those stipulated in the preceding Paragraph B, which are required by the contract documents, shall be paid by Owner unless otherwise specified in the specifications.
- D. Inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner.
- E. Neither observations by Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.

#### 6.04 COVERING AND UNCOVERING WORK

- A. When work, including work of others that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it shall, when requested by Engineer, be uncovered for observation.
  - 1. Such uncovering shall be at Contractor's expense unless Contractor

has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

- B. When work is covered contrary to the written request of Engineer, it shall, when requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- C. When Engineer considers it necessary or advisable that covered work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing, as Engineer may require, that portion of the work in questions, furnishing all necessary labor, material and equipment.
  - 1. When it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the contract price, and, when the parties are unable to agree as to the amount thereof, may make a claim therefore in accordance with Article 5.05, Claims.
  - 2. When, however, such work is not found to be defective, Contractor shall 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, when the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore in accordance with Article 5.50, Claims.

#### 6.05 OWNER MAY STOP THE WORK AND TERMINATE THE CONTRACT

- A. Stopping the Work by Owner
  - 1. When the work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
  - 2. However, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

B. Terminating the Work by Owner

1. Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the contract, said notice containing the reasons for such intention to terminate the contract, and unless within 10 days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the contract shall, upon the expiration of said 10 days, cease and terminate.
2. In the event of any such termination, Owner will immediately serve written notice thereof upon the surety. Contractor and the surety shall have the right to take over and perform the contract; provided, however, that when the surety, within 15 days after the serving upon it of a notice of termination, does not give Owner written notice of surety's intention to take over and perform the contract or does not commence performance thereof within 30 days from the date of serving said notice, Owner may take over the work and prosecute the same to completion by contract or by any other method Owner may deem advisable for the account and at the expense of Contractor and its surety, shall be liable to Owner for any excess cost or other damage caused to Owner thereby, and in such event Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, equipment, appliances, plants and other property belonging to Contractor that may be on the site of the work and be necessary therefore.
3. For any portion of such work that Owner elects to complete by furnishing employees, materials, tools and equipment, Owner will be compensated for such in accordance with the schedule of compensation for force account work under the article on payment for changes in the work.

- C. The provisions in this Article 6.05 are in addition to and not in limitation of any other rights or remedies available to Owner.

6.06 CORRECTION OR REPLACEMENT OF DEFECTIVE WORK

- A. When required by Engineer, Contractor shall promptly, as directed, either correct defective work, whether or not fabricated, installed or completed, or, where the work has been rejected by Engineer, remove it from the site and replace it with non-defective work.
- B. Contractor shall bear all direct, indirect and consequential costs of such correction or replacement and removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

## 6.07 ONE YEAR CORRECTION PERIOD

- A. When within one year after the date of Owner's acceptance of the work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provisions of the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, when it has been rejected by Owner, remove it from the site and replace it with non-defective work.
- B. Where Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by Contractor.
  - 1. In special circumstances where a particular item of equipment is placed in continuous service before final acceptance of the work by Owner, the correction period for that item may start to run from an earlier date when so provided in the specifications or by Supplemental Agreement.
- C. In the event it is necessary for Owner to file suit to enforce any liability of Contractor pursuant to this Article 6.07, Owner shall be entitled to recover from Contractor, in addition to all other amounts found due and owing, costs of suit and expenses including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs arising directly, indirectly or consequential out of any action, legal or equitable, caused by the successful enforcement of Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

## 6.08 ACCEPTANCE OF DEFECTIVE WORK

- A. When instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so.
- B. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

- C. When any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the contract documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price, and, when the parties are unable to agree as to the amount thereof, Owner may make a claim therefore in accordance with Article 5.05, Claims.
- D. When the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to Owner.

#### 6.09 OWNER MAY CORRECT DEFECTIVE WORK

- A. When Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective work or to remove and replace rejected work as required by Engineer in accordance with provisions stipulated elsewhere in these General Conditions, or when Contractor fails to perform the work in accordance with the contract documents, or when Contractor fails to comply with any other provision of the contract documents, Owner may, after 7 days written notice to Contractor, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Article 6.09, Owner will proceed expeditiously.
  - 1. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere.
  - 2. Contractor shall allow Owner such access to the site as may be necessary to enable Owner to exercise the rights and remedies under this Article 6.09.
- C. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the contract documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price, and, when the parties are unable to agree as to the

amount thereof, Owner may make a claim therefore in accordance with Article 5.05, Claims.

1. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work.
- D. Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by Owner of Owner's rights and remedies under this Article 6.09.

#### 6.10 STORM WATER POLLUTION PREVENTION

A. Summary

1. Requirements for preparation and implementation of the Storm Water Pollution Prevention Plan for the Contractor's construction activities.

B. References

1. United States Code of Federal Regulations (CFR):
  - a. 40 CFR Part 117.
  - b. 40 CFR Part 302.
2. State of California, State Water Resources Control Board, Regional Water Quality Control Board (SWRCB).

C. Submittals

1. Storm Water Pollution Prevention Plan:
  - a. Prepare and submit a Storm Water Pollution Prevention Plan (Plan) in accordance with Section A of the General Construction Activity Storm Water Permit to the Owner for reference.
  - b. Prepare and submit a monitoring program and reporting plan in accordance with Section B of the General Construction Activity Storm Water Permit to the Owner for reference.
  - c. Submit to the Owner for reference a Storm Water Pollution Prevention Plan detailing the placement of physical Best Management Practices (BMPs) required for installation and

the methods used to comply with those BMPs directed at operational procedures, Monitoring Program and Reporting Plan.

- d. The plan shall specifically address and detail changes from the alternatives called out in this section. The Contractor's preferred techniques shall show how it will comply with the stated objectives of the program.
- e. The plan shall address various project phases and operations, including BMPs specific to earthwork sequencing (demolition, stockpiling, material segregation, etc.).
- f. A copy of the Notice of Intent (NOI) must be submitted to the District as required by the NPDES Phase II regulation.
- g. All submittals are required prior to issuance of the Notice to Proceed.

D. Contractor's Responsibilities

- 1. Keep and maintain the Plan at the construction site for the duration of the project.

E. BMP Products

- 1. General: Those products required to implement the BMPs.

F. Execution – Contractor's Actions

- 1. Take the proper actions to prevent contaminants and sediments from entering the storm drainage system should any unforeseen circumstance occur.
- 2. Take immediate action if directed by the Engineer, or if the Contractor observes contaminants and/or sediments entering the storm drainage system, to prevent further storm water from entering the system.
- 3. Pay all fines and respond to Notice of Violations.

PART 7 PAYMENTS TO CONTRACTOR AND COMPLETION

7.01 SCHEDULE OF VALUES

A. Basis for Progress Payments

1. The schedule of values established as specified in the special provisions shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer.
2. Progress payments on account of unit price work will be based on the number of units completed.

## 7.02 APPLICATION OF PROGRESS PAYMENT

- A. Once each month Owner will process a progress payment on the basis of an Application for Payment approved by Engineer for work completed during the preceding month.
  1. The Application for Payment shall be prepared and signed by Contractor who shall submit it to Engineer.
- B. The Application for Payment shall cover work performed by Contractor during the preceding month plus the paid invoice cost of materials and equipment suitably stored at the site of the work.
  1. Payment for material and equipment stored shall be based on vendors' paid invoices, which shall be listed by Contractor.
    - a. The first Application for Payment in which payment is requested for material and equipment suitably stored shall include a copy of the paid invoice covering the material and equipment; a warranty that the materials and equipment are free and clear of liens, charges, security interests, and encumbrances; and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein; all of which will be satisfactory to Owner.
      - 1) Contractor shall prepare and update for each Application for Payment a list of invoices showing:
        - a) The total amount of each invoice.
        - b) The invoice amount that has been incorporated in the work.
        - c) The remaining invoice amount that is stored for which payment is requested that month.
    - b. Only material and equipment that will become an integral part of the work may be included in the Application for Payment.

- c. Payments for job site delivered material or equipment shall not reduce Contractor's responsibility for such material or equipment until final acceptance of the work by Owner.
- C. Owner will withhold part of the progress payment amount, as follows:
  - 1. Not more than 5% of the progress payment amount until the work is complete.
  - 2. As stipulated in Document 00022, Notice Inviting Bids, Contractor may substitute securities for any monies withheld by Owner.
    - a. Procedures shall be as provided in Section 22300 of the California Public Contract Code.
- D. Pursuant to California Public Contract Code §20104.50(b), Owner will make progress payments within 30 days after receiving an undisputed and properly submitted payment request.

#### 7.03 CONTRACTOR'S WARRANTY OF TITLE

- A. Contractor warrants and guarantees that title to work, materials and equipment covered by an Application for Payment, whether incorporated in the work or not, shall pass to Owner no later than the time of payment free and clear of liens, charges, security interests, and encumbrances.
- B. Nothing in the contract shall be construed as vesting in Contractor any right of property in material and equipment used after they have been attached or affixed to the work or the soil and accepted.
  - 1. Such materials and equipment shall become the property of Owner upon being so attached or affixed and accepted.

#### 7.04 PARTIAL ACCEPTANCE

- A. Unless otherwise specified in the special provisions, no partial acceptance of the work will be made, and no acceptance other than the final acceptance of the completed work will be made.
- B. Acceptance of parts of the work shall not be construed as final acceptance until Owner makes final acceptance of the completed work.

#### 7.05 NOTICE OF READINESS AND FINAL OBSERVATION

- A. After Contractor has completed the work to the best of its knowledge, including Contractor's inspection, testing and cleanup, Contractor shall notify Engineer by written memorandum that the work has been completed and is ready for final observation by Engineer.

- B. In accordance with Paragraph 4.01B, Engineer will perform observation of the work promptly after receipt of Contractor's notification.
  - 1. Items observed by Engineer to be defective will be noted to Contractor.
  - 2. After Contractor has corrected defective items, the procedure shall be the same as stipulated under this Article 7.05 for Contractor's Notice of Readiness and Final Observation.
- C. When, upon observing the work, Engineer finds no defective work, materials, or equipment, and Engineer finds the work to be in compliance with the contract documents, Engineer will notify Owner promptly that the work has been completed.

#### 7.06 FINAL PAYMENT AND FINAL ACCEPTANCE

- A. For and in consideration of the faithful performance of the work, Owner will pay Contractor the amount earned as computed from the actual quantities of work performed under the contract and will make such payment in the manner and at the times stipulated. Notwithstanding any other language in this agreement, withholding and payment shall comply with Public Contract Code, Section 7107.
- B. Within 30 days after final acceptance of the work, Engineer will render to Owner and to Contractor a final estimate which will show the amounts due Contractor.
- C. Within 40 days after the final acceptance of the work, Owner will pay to Contractor the amounts due under the contract, except that before the final payment will be made, Contractor shall:
  - 1. Satisfy Owner by affidavit that all bills for labor and materials incorporated in the work have been paid.
  - 2. Complete and submit, to Engineer, a Certification relinquishing any and all claims or right of lien under, in connection with, or as a result of the work.
- D. The date upon which the work will be considered as complete shall be the date upon which Owner accepts the work.
- E. This section shall not prohibit a public entity from placing in a public works contract and enforcing a contract provision which provides that payment of

undisputed contract amounts is contingent upon the Contractor furnishing the public entity with a release of all claims against the public entity arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

#### 7.07 CONTRACTOR'S CONTINUING OBLIGATION

- A. Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute.
- B. Neither recommendation of any progress or final payment by engineer, nor the issuance of a certificate of final completion, nor any payment by Owner to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective work by Owner shall constitute an acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

### PART 8 SUSPENSION OF WORK AND TERMINATION

#### 8.01 OWNER MAY SUSPEND WORK

- A. Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor and Engineer.
  - 1. In the notice, Owner will fix the date on which work will be resumed.
  - 2. Contractor shall resume the work on the date so fixed.
- B. Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension when Contractor makes an approved claim therefore in accordance with Article 5.05, Claims.

#### 8.02 OWNER MAY TERMINATE

- A. Upon 7 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the agreement.
  - 1. In such case, Contractor shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will

include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

### 8.03 CONTRACTOR MAY STOP WORK OR TERMINATE

- A. When, through no act or fault of Contractor, the work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Engineer fails to act on any application for payment within 30 days after it is submitted, or Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the agreement and recover from Owner payment on the same terms as provided in Article 8.02, Owner May Terminate.
  - 1. In lieu of terminating the agreement and without prejudice to any other right or remedy when Engineer has failed to act on an application for payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, upon 7 days written notice to Owner and Engineer, stop the work until payment of all such amounts due Contractor including interest.
- B. The provisions of this Article 8.03 are not intended to preclude Contractor from making claim under Article 5.02, Change of Contract Price and Article 5.03, Change of Contract Time.

## PART 9 MISCELLANEOUS

### 9.01 ASSIGNMENT OF PAYMENTS

- A. No assignment by Contractor of the whole or any part of the contract, or of funds to be received there under by Contractor, will be recognized by Owner unless such assignment has had prior consent of Owner, and Contractor's surety has been given due notice of such assignment in writing and has consented thereto in writing.

### 9.02 ASSIGNMENT TO AWARDING BODY

- A. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2

[commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this contract or the subcontract.

- B. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the parties.

#### 9.03 RESPONSIBILITY FOR INDEBTEDNESS

- A. Indebtedness incurred for any cause in connection with the work shall be paid by Contractor, and Owner is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract or under applicable Laws and Regulations.

#### 9.04 PROVISIONS REQUIRED BY LAW

- A. Each and every provision of law and clause required by Laws and Regulations to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though each such provision of law and clause were included herein.
- B. When through mistake or otherwise any such provision of law and clause is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

#### 9.05 NOTICE AND SERVICE THEREOF

- A. Any notice to Contractor from Owner relative to any part of the contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by registered mail, to Contractor at its last given address, or delivered in person to Contractor or its representative on the work.

#### 9.06 RIGHT-OF-WAY DELAYS

- A. Contractor shall contact all utility companies, and others, who have facilities and predicate his schedule for the work upon the anticipated time of clearance. The District shall not be held either responsible or liable for any delay in the proceeding of the work, and any reference to "Right-of-Way Delays" in the standard specifications shall not apply to any portion of this work. Such delays, if substantiated to the satisfaction of the Engineer, may be the basis for an extension of time for completing the project.

### PART 10 INTEGRATION

#### 10.01 ORAL MODIFICATIONS INEFFECTIVE

- A. No oral order, objection, claim or notice by any party to the other shall effect or modify any of the terms or obligations contained in any of the contract documents and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver of modification.
- B. The waiver by Owner of any breach of any term or obligation in the contract documents shall not be deemed a waiver of such term or obligation, or any subsequent breach of the same or any other term or obligation contained in the contract documents.

#### 10.02 CONTRACT DOCUMENTS REPRESENT ENTIRE AGREEMENT

- A. The contract documents represent the entire understanding of the Owner and Contractor as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the contract documents.

#### 10.03 EXISTING LAWS

Where these contract documents conflict with existing California or local laws, the existing laws shall have precedence.

**\*\*\* END OF DOCUMENT 00700 \*\*\***

**SUPPLEMENTARY GENERAL  
CONDITIONS**

**SSLOCSD WWTP 2021 DIGESTER No. 2  
REHABILITATION PROJECT**

## **DOCUMENT 00810**

### **SUPPLEMENTARY GENERAL CONDITIONS**

#### **I. SCOPE OF WORK**

This construction project consists of

- Replacement of existing interior coating (floor, walls, ceiling, and appurtenances) of Digester No. 2.
- Spot repair of existing exterior coating (Dome roof, walls, and appurtenances) of Digester No. 2.
- Caulking and recoating of rafter/roof interface and exterior lower chime of Digester No. 2.
- Removal of existing and installation of Owner-furnished plug valves as shown on plans (12 total).
- Removal of existing and installation of Owner-furnished check valves as shown on plans (3 total).
- Removal of existing and furnishing and installation of new stainless steel stair treads as shown on plans.
- Installation of new 8" sampling tube and cover.
- Extension of existing 6" sampling tube by welding steel pipe.
- Installation of dielectric isolation kits between dissimilar metal connections of stair support structure to the exterior of Digester No. 2.

This work is more specifically delineated by the Plans and Specifications described under Special Provisions, and is in the County of San Luis Obispo, State of California.

#### **II. WORK INCLUDED**

This project includes, but is not necessarily limited to all work shown on all drawings, plans, and specifications referenced elsewhere in these Special Provisions, as well as all work necessary, or related to, or as is required to fulfill the intent of the Plans and Specifications for the project.

It is the intent of these specifications to completely construct the various items of work including all necessary related new material and work as required to provide a finished and completely operable system to the highest standards of the industry, consistent with these Plans and Specifications. All such work as shown and in compliance with the Plans and Specifications, shall be included under the

appropriate bid item. Any and all items of work not specifically listed, or defined, but required to complete the project and fulfill the intent of the Plans and Specifications shall be included under bid items for the various items of work.

No additional or separate payment will be made for work incidental or related to the bid items. All reference to contract measurement and payment shall be as shown under these Special Provisions, as they supersede all other references.

### III. SPECIFICATIONS AND DRAWINGS FOR THE WORK

All work shall comply and conform with the contract documents and specifications, these Special Provisions, and the following drawings:

#### A. DRAWINGS -SSLOCSD WWTP DIGESTER No. 2 REHABILITATION PROJECT

### IV. CONSTRUCTION SCHEDULE AND LEAD ITEMS

The construction schedule required by General Conditions, Paragraph 2.04, Commencement of Contract Time, C, shall be provided at the pre-construction conference.

# APPENDIX 1

## Public Contract Code §9204 Claims Resolution Process

**Public Contract Code § 9204. (Repealed January 1, 2020) Claim resolution process for claim by contractor in connection with public works project**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a **public** works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a **public** works project.
- (c) For purposes of this section:
  - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a **public** entity under a **contract** for a **public** works project.
    - (B) Payment by the **public** entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a **public** works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the **public** entity.
  - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions **Code** who has entered into a direct **contract** with a **public** entity for a **public** works project.
  - (3)
    - (A) "**Public** entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, **public** authority, political subdivision, **public** corporation, or nonprofit transit corporation wholly owned by a **public** agency and formed to carry out the purposes of the **public** agency.
    - (B) "**Public** entity" shall not include the following:
      - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
      - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
      - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal **Code**.
    - (v) The Military Department as to any project under the jurisdiction of that department.
    - (vi) The Department of General Services as to all other projects.
    - (vii) The High-Speed Rail Authority.
  - (4) "**Public** works project" means the erection, construction, alteration, repair, or improvement of any **public** structure, building, road, or other **public** improvement of any kind.
  - (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions **Code** who either is in direct **contract** with a contractor or is a lower tier subcontractor.
- (d)
  - (1)
    - (A) Upon receipt of a claim pursuant to this section, the **public** entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a **public** entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
    - (B) The claimant shall furnish reasonable documentation to support the claim.
    - (C) If the **public** entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the **public** entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
    - (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the **public** entity issues its written statement. If the **public** entity fails to issue a written statement, paragraph (3) shall apply.
  - (2)
    - (A) If the claimant disputes the **public** entity's written response, or if the **public** entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of

the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the **public** entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the **public** entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the **public** entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the **public** entity and the claimant sharing the associated costs equally. The **public** entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the **public** entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a **public** entity from requiring arbitration of disputes under private arbitration or the **Public Works Contract** Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the **public** entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the **public** entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a **public** entity because privity of **contract** does not exist, the contractor may present to the **public** entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the **public** entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the **public** entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any **public** works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to **public** policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a **public** entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to **contracts** entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a **public** entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **SPECIAL PROVISIONS**

### **SSLOCSD WWTP 2021 DIGESTER No. 2 REHABILITATION PROJECT**

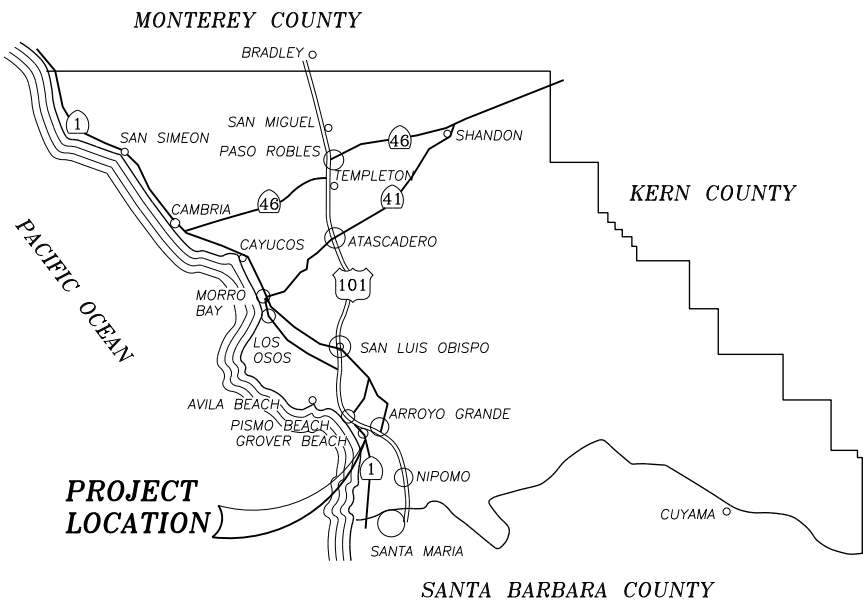
**SPECIAL PROVISIONS**

CONSTRUCTION PLANS FOR

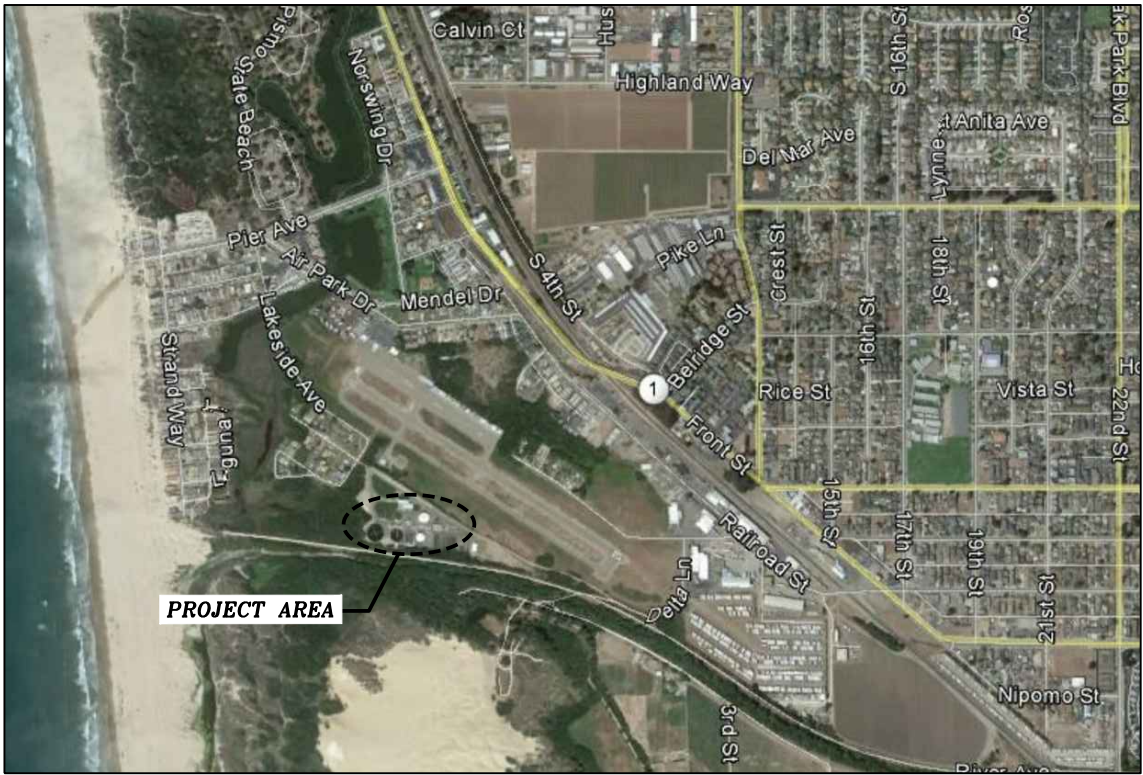


SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
**DIGESTER No.2 REHABILITATION PROJECT**  
**ADDENDUM #2 - REVISED PLANSET**

MARCH 2021



VICINITY MAP  
N.T.S.



LOCATION MAP  
N.T.S.



Know what's below.  
Call before you dig.

CLIENT



**SOUTH SAN LUIS  
OBISPO COUNTY  
SANITATION  
DISTRICT**

PO Box 339, Oceano, CA 93475-0339  
1600 Aloha, Oceano, CA 93445-9735  
Tel. (805) 489-6666  
Fax (805) 489-2765

PROJECT

**DIGESTER No.2  
REHABILITATION  
PROJECT**



P.O. BOX 1604  
ARROYO GRANDE, CA 93421 (805) 904-6530

**ENGINEER OF RECORD**

JON E. HANLON, P.E.  
NO. M33232



DATE  
MARCH 2021

SHEET  
**G-001**

1 OF 10



D:\GIS\mfrs-clip\mfrs-clip\SSLOCS\2020-03-03 digester cleaning\300 engineering\301 CAD\Planis/digester no2 rehab project\C-101.dwg Layout Name: C-101 - Plotted by: jfralder Date: 2/22/2021 - 2:11 PM  
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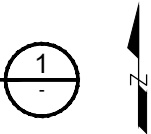
**LEGEND**

|  |                    |
|--|--------------------|
|  | WWTP SITE BOUNDARY |
|  | DIGESTER 2         |
|  | LAYDOWN AREAS      |

**CONSTRUCTION NOTES:**

| TAG | DESCRIPTION   |
|-----|---|
| 1   | LAYDOWN AREA INCLUDES SLUDGE DRYING BED DIRECTLY ADJACENT TO DIGESTER No.2. FURNISH AND INSTALL STEEL TRENCH PLATES TO PROTECT (E) SAND FILTER AND UNDERLYING PERFORATED PIPE DRAINS AND AS DIRECTED BY THE DISTRICT. |

**SITE PLAN**  
N.T.S.



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| DESIGNED: JEH  |                     |
| DETAILED: TC   |                     |
| CHECKED:   |                     |
| APPROVED:  |                     |
| DATE: MARCH 2021   |                     |
| PROJECT NO. C-101  |                     |
| SHEET 3 OF 10  |                     |
| DIGESTER No.2 REHABILITATION PROJECT                       |                     |
| SITE PLAN  |                     |
| P.O. BOX 1604<br>ARROYO GRANDE, CA 93421<br>(805) 904-6530 |                     |
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|  |                     |
| PROJECT ENGINEER   | ION E. HANLON, P.E. |
| REV  | DATE                |
| APP  | EXP. DATE           |
| DESCRIPTION  |                     |
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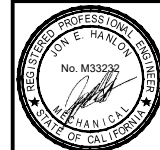





1. DISASSEMBLE ACCESS HATCH WITH DOUBLE SIGHT GLASS, CLEAN SURFACE BY BLASTING PER SSPC SP-10 OR BY POWER TOOL CLEANING PER SSPC SP-11, AS DIRECTED BY THE DISTRICT REPRESENTATIVE, AND SPOT REPAIR EXTERIOR COATING PER SPECIFICATION SECTION 099672. FURNISH AND INSTALL NEW ACCESS HATCH GASKET. GASKETS SHALL BE FULL FACE, 1/8-INCH THICK, BUNA-N HAVING A HARDNESS OF 55 TO 65 DUROMETER.
2. EXTERIOR COATING REHABILITATION SHALL BE PERFORMED ON A TIME AND MATERIALS BASIS.

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| ①   | 3/10/2021 | ADDENDUM #2 | JEH  |
| REV | DATE      | DESCRIPTION | APPR |

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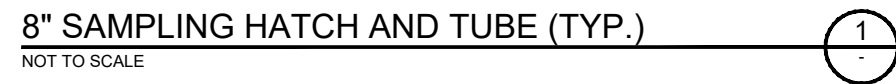


## DIGESTER GENERAL SECTION

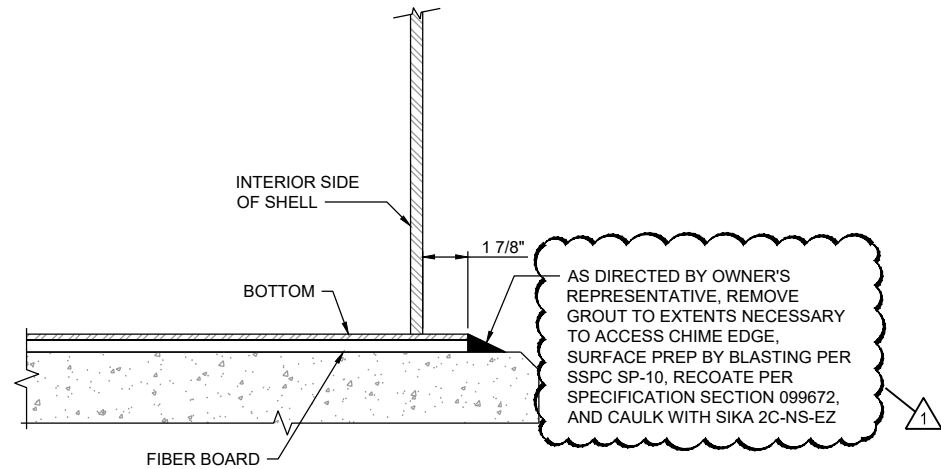
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| DESIGNED: JEH  |
| DETAILED: JPF  |
| CHECKED:   |
| APPROVED:  |
| DATE: MARCH 2021   |
|  <p>IF THIS BAR DOES NOT<br/>MEASURE 1" THEN DRAWING<br/>IS NOT TO FULL SCALE</p> |
| PROJECT NO.  |

C-103  
SHEET  
5 OF 10





| TAG | DESCRIPTION  |
|-----|--|
| ①   | PIPE SHALL BE STANDARD WEIGHT BLACK CARBON STEEL CONFORMING TO ASTM A53, TYPE E OR S, GRADE B; ASTM A106, GRADE B; OR ASTM A135, GRADE B   |
| ②   | CLEAN INTERIOR AND EXTERIOR SURFACES OF PIPE PRIOR TO INSTALLATION IN CONFORMANCE WITH SSPC-SP-1 AND SSPC-10. COAT SURFACES WITHIN 1 DAY OF CLEANING. ABRASIVES SHALL MEET ALL REQUIREMENTS OF THE CALIFORNIA AIR RESOURCES CONTROL BOARD FOR CONTENT AND EMISSIONS. |
| ③   | GRIND WELD SMOOTH. COAT INTERIOR AND EXTERIOR SURFACES OF WELDED STEEL PIPE PER SPECIFICATION SECTION 099672-2.02 PRIOR TO ASSEMBLY.   |
| ④   | GRIND WELDS SMOOTH. COAT INTERIOR OF PIPE AND PORTION OF PIPE WITHIN DIGESTER PER SPECIFICATION SECTION 099672-2.02. COAT EXTERIOR SURFACES OF EXPOSED PIPING AND FLANGE PER SPECIFICATION SECTION 099672-2.03.  |



FLOOR CHIME DETAIL  
NOT TO SCALE

1  
-



EXTERIOR LOWER CHIME WITH  
RUST AND RUST STAINING  
NOT TO SCALE

2  
-



EXTERIOR LOWER CHIME WITH  
PAINT DISBONDING FROM GROUT  
NOT TO SCALE

3  
-



EXTERIOR LOWER CHIME WITH  
PAINT DISBONDING FROM GROUT  
NOT TO SCALE

4  
-

NOTES:

| TAG | DESCRIPTION   |
|-----|---|
| 1   | LOWER CHIME REPAIR (TIME AND MATERIAL BASIS AS-DIRECTED BY OWNER'S REPRESENTATIVE); REMOVE GROUT TO THE EXTENTS NECESSARY TO ACCESS CHIME EDGE AND SURFACE PREP BY BLASTING PER SSPC SP-10. RECOAT PER SPECIFICATION SECTION 099672 AND CAULK CHIME WITH SIKA 2C-NS-EZ OR APPROVED EQUAL. |

| REV | DATE      | DESCRIPTION | APPR |
|-----|-----------|-------------|------|
| 1   | 3/10/2021 | ADDENDUM #2 | JEH  |

DESIGNED: JEH  
DETAILED: JPF  
CHECKED:  
APPROVED:  
DATE: MARCH 2021

0 1/2 1  
IF THIS BAR DOES NOT  
MEASURE 1" THEN DRAWING  
IS NOT TO FULL SCALE

PROJECT NO.  
-

C-502  
SHEET  
8 OF 10

DIGESTER No.2 REHABILITATION PROJECT  
DIGESTER COATING DETAILS

REGISTERED PROFESSIONAL ENGINEER  
No. M33232  
JON E. HANLON  
STATE OF CALIFORNIA

mkn  
P.O. BOX 1604  
ARROYO GRANDE, CA 93421  
(805) 904-6530

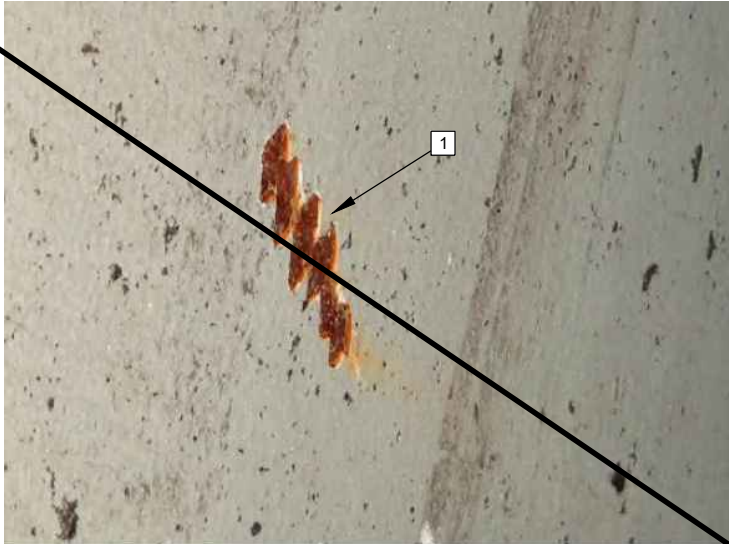
DESCRIPTION  
REG. NUMBER  
M33232

DATE  
PROJECT ENGINEER  
JON E. HANLON, P.E.

APPR  
EXP. DATE

DWG: mkn-cdp-projects\SS\000-2020-003 Digesters\000 Digesters\Cleaning\000 Engineering\01 CAD\Planes\Digesters\02 Rehab\Project\Planes\Updates\1 - Add #1C-502.dwg Layout Name: C-502 - Plotted by: JH/Reh/Chim Date: 3/9/2021 - 3:33 PM  
XREFS: RCP-G480 IMAGES: Chim Detail 1.JPG - Chim Detail 2.JPG - Chim Detail 3.JPG - Chim Detail 4.JPG - Chim Detail 5.JPG - Chim Detail 6.JPG - Chim Detail 7.JPG - Chim Detail 8.JPG - Chim Detail 9.JPG - Chim Detail 10.JPG

## INTERIOR REHABILITATION SAMPLE DETAILS



# INTERIOR UPPER COURSE WITH RUSTING STEEL AND DAMAGED LINING

NOT TO SCALE



INTERIOR UPPER CHIME  
WITH COATING CRACK



INTERIOR UPPER CHIME AT RAFTER  
CONNECTION WITH COATING CRACKS

NOT TO SCALE



# INTERIOR HALO WITH CRACKED AND DISBONDING LINING

NOT TO SCALE



# INTERIOR HALO WITH CRACKED AND DISBONDING LINING



~~INTERIOR FLUTED COLUMN  
WITH DISBONDING LINING~~

NOTES:

| TAG | DESCRIPTION  |
|-----|--|
| 1   | COATING SPOT REPAIR: REMOVE DAMAGED COATING AND SURFACE PREP BY POWER TOOL CLEANING PER SSPC SP-11. RECOAT PER SPECIFICATION SECTION 099672. FEATHER SPOT REPAIRS AT LEAST 3 INCHES INTO ADJACENT SOUND INTACT PAINT. INTACT PAINT CANNOT BE LIFTED WITH A DULL PUTTY KNIFE. CAULK RAFTER/ROOF INTERFACE WITH SIKA 1A PER OWNER'S DIRECTION. |

**NOTE:**  
EXAMPLE PHOTOS SHOWN FOR REFERENCE  
ONLY. ACTUAL LOCATIONS OF COATING  
REPAIR TO BE IDENTIFIED BY OWNER'S  
REPRESENTATIVE PRIOR TO CONSTRUCTION.

|     |           |             |      |
|-----|-----------|-------------|------|
| 4   |           |             |      |
| 3   |           |             |      |
| 2   |           |             |      |
| 1   | 3/10/2021 | ADDENDUM #2 | JEH  |
| REV | DATE      | DESCRIPTION | APPR |



## DIGESTER No.2 REHABILITATION PROJECT

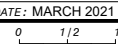
## DIGESTER COATING DETAILS

DESIGNED: JFH

DETAILED: JPF

CHECKED:

APPROVED:



IF THIS BAR DOES NOT MEASURE 1" THEN DRAW

IS NOT TO FULL SCALE

C-503

SHEET  
9 OF 10

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## SECTION 011100 COORDINATION OF WORK, PERMITS, AND REGULATIONS

### 1.01 DESCRIPTION

This section generally describes the project and includes work by others, work sequence and schedule, Contractor's use of premises, maintenance and operation of existing facilities.

### 1.02 GENERAL NATURE OF WORK

The work involves rehabilitation of Digester #2 at the SSLOCSD WWTP. The Digester has been taken offline and cleaned. Rehabilitation will include:

1. Replacement of interior coating (floor, roof, rafters, walls, and appurtenances).
2. Spot repair of existing exterior coating (walls, dome roof, and appurtenances).
3. Caulk rafter/roof interface.
4. Spot repair and caulk tank chime.
5. Remove existing and install new owner-furnished plug valves as shown on plans (12 total).
6. Remove existing and install new owner-furnished check valves as shown on plans (3 total).
7. Remove existing and furnish and install new stainless steel stair treads as shown on plans.
8. Install new 8" sampling tube and cover.
9. Extend existing 6" sampling tube by welding steel pipe extension.
10. Install dielectric isolation kits between dissimilar metal connections of stair support structure.

### 1.03 LOCATION OF PROJECT SITE

The project site is located at: 1600 Aloha Place, Oceano, CA 93445.

#### 1.04 SOCIAL DISTANCING

Contractor shall insure all construction work is performed in accordance with California and local jurisdiction's social distancing requirements. Submit site safety protocol for District approval prior to starting work.

#### 1.05 WORK BY OTHERS

- A. The District will furnish plug and gate valves to be installed by Contractor.

#### 1.06 WORK SEQUENCE AND SCHEDULE

- A. Coordinate the construction schedule details with the Engineer as follows:
  - 1. The Contractor shall submit a schedule and meet with the District a minimum of one week prior to starting work.

#### 1.07 CONTRACTOR'S USE OF PREMISES

The District is undertaking the construction of improvements at the wastewater treatment plant. The Project includes the following major components:

- 1. Two activated sludge (AS) aeration basins
- 2. One new secondary clarifier
- 3. Fixed film reactor (FFR) effluent and primary effluent pump station
- 4. Waste activated sludge (WAS) thickener with modifications to existing dewatering platform
- 5. Blower, electrical, and motor control center (MCC) building
- 6. Yard piping
- 7. Site improvements
- 8. Instrumentation and controls
- 9. Electrical systems
- 10. Floodproofing of critical plant systems
- 11. Rehabilitation of existing secondary clarifier
- 12. New generator to provide backup power for new facilities

The scope listed above is a general description of work to be completed and is not a complete list of work.

- A. Access to the plant for Contractor's personnel and equipment is shown on the drawings. Contractor shall maintain and allow Owner access to the Wastewater Treatment Plant and associated appurtenances throughout the duration of the project.
- B. Equipment laydown area is shown on the plans.
- C. The work performed shall be conducted in such a manner that there will be a minimum of interference with the continuous operations of the existing plant.

- D. Perform Work of this Contract between 7:30AM and 4PM Monday through Friday, or as specified for night work. After hours work and work on Sundays and District holidays may be permitted if written approval is received from the Owner at least 3 working days in advance.
- E. Contractor shall use main entrance for personal vehicles only. Contractor's equipment must be brought on site using the rear plant entrance as specified in the drawings.

#### 1.08 MILESTONE DATES

- A. The Contractor shall have a maximum of 40 working days to perform and complete the work.

#### 1.09 CONFINED SPACE ENTRY REQUIREMENTS

- A. The digesters are confined spaces as defined by the Federal and State regulations governing confined space entry and safety procedures in such areas. The Contractor shall be responsible for compliance with NIOSH Standards, CAL OSHA, and all applicable provisions of Local, State, and Federal codes pertaining to confined spaces in performing the cleaning work.
- B. The Contractor shall be responsible to furnish, install, and remove all necessary temporary lighting and ventilation when entering the digester. Temporary lighting and ventilation systems shall remain in place to permit adequate inspection.
- C. The Contractor shall provide the District with three (3) copies of their confined space entry, safety procedures, and necessary permits.

#### 1.10 HEALTH AND SAFETY PLAN (HASP)

- A. Prior to beginning any work, the Contractor shall submit to the Engineer a site-specific Health and Safety Plan (HASP). The HASP shall include, but not be limited to, the following:
  - 1. A brief description of the work to be performed under the contract, including contract number and title. A project level organizational chart identifying the Contractors (and any subcontractors) workforce such as project manager(s), supervisor(s), tradesmen, laborer(s), etc. and their associated responsibilities, including the cell phone numbers of key personnel.
  - 2. Specific work areas and their anticipated hazards.
  - 3. Control measures required to protect workers from those hazards.
  - 4. Surveillance methods and schedules of both walk-through surveys and in-depth safety audits to be performed on site.

5. Areas requiring personal protection equipment, types of personal protection equipment, and availability of personal protection equipment on site.
  6. Medical monitoring and screening methods.
  7. Emergency response procedures.
  8. Copies of safety inspection check-off sheets to be used on a regular basis in evaluating the site and work methods.
  9. Means and method to control emissions of dust and fibers from any openings.
  10. A detailed outline of the Contractor's employee training program and work procedures to demonstrate compliance with all applicable Federal, State and local laws and regulations.
  11. An Emergency Evacuation Plan, specific to the plant and compatible with the location's existing evacuation plan. If the location's plan is not readily available, the Contractor's plan may be submitted as a supplement to the HASP at a later time. However, no work may start until the Contractor's plan is approved by the District.
  12. A Spill Plan, detailing the Contractor's procedures in the event of a chemical or sludge spill at the work site, including a list of all chemicals to be stored on site by the Contractor.
- B. If the work under this contract includes certain activities that typically require the implementation of health and safety measures (e.g. gas monitoring, confined space entry, hot work, excavation, work at heights, hazardous removal/disposal, lock- out/tag-out, etc.) the HASP shall include a detailed description of such activities and the associated health and safety measures to be undertaken by the Contractor in accordance with all applicable rules and regulations.
- C. The Contractor shall submit two (2) copies of the HASP to the Engineer for approval. Acceptance of the plan by the District shall not impose on the District the responsibility for the Contractor's health and safety program nor will it relieve the Contractor from any of its safety responsibilities.

#### 1.11 GAS MONITORING IN HAZARDOUS LOCATIONS

- A. The Contractor's attention is directed to the fact that the existing digester may contain gases which are potentially hazardous and which may be toxic, contain insufficient oxygen for human survival, and are combustible in the presence of oxygen.
- B. The work area under this Contract designated as a hazardous location includes the interior

of Digester No. 2. The sludge drying beds are not considered a hazardous location.

- C. When working within the hazardous areas, the Contractor shall take suitable precautions to insure safe working conditions. Before entering any hazardous areas, the Contractor shall insure all hazardous gases have been evacuated and that a safe working atmosphere exists.
- D. The Contractor shall take all necessary protective measures to insure the safe completion of the work.
- E. All work performed in connection with combustible equipment and piping demolitions shall meet the applicable requirements of the following:
  - 1. API Accident Prevention Manual No. 1A, Cleaning Petroleum Storage Tanks.
  - 2. Section A. Crude-Oil and Unfinished-Products Tanks.
  - 3. API Accident Prevention Manual No. 3, Gas and Electric Cutting and Welding.
  - 4. API RP 2015, Recommended Practice for Cleaning Petroleum Storage Tanks.
  - 5. Water Pollution Control Federation Manual of Practice No. 1, Safety in Wastewater Works.
  - 6. NFPA No. 327, Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers.
  - 7. American Welding Society A 60-65, Safe Practices for Welding and Cutting Containers that Have Held Combustibles.
  - 8. The Occupational Safety and Health Act of 1970, OSHA.
- J. Hazardous Area Monitoring
  - 1. When the Contractor is working in hazardous areas, he shall arrange for his own gas detection as specified below.
  - 2. The Contractor shall provide a detailed schedule of the work to be performed in hazardous areas including estimated dates and durations. The Contractor shall update his schedule weekly until the work is complete.
  - 3. The Contractor shall notify the Owner and Engineer in writing 48 hours in advance of performing work in hazardous areas.
  - 4. The Contractor shall not proceed with any work in hazardous areas without the gas detection at the site at least one (1) hour before the start of the work.
- K. Contractor's Gas Detection
  - 1. The Contractor shall arrange and have available gas detection to determine that a safe and gas free atmosphere exists in all hazardous areas in which work is to be performed and to constantly monitor and certify as to the safety of the areas while work is being performed in the area.

2. Gas Detection shall be available one (1) hour before the Contractor starts work.
3. The Contractor's Gas Detection shall provide for the following:
  - a. Gas detection survey to determine the concentration of: (a) oxygen (in percent); (b) hydrogen sulfide (in parts per million); and (c) combustible gases, including methane (in percent), at all areas.
  - b. Provide written verification of safe conditions in all operating areas every work day upon completion of instrument calibration and before the Contractor starts to work.
  - c. Continuous monitoring of the areas with logging of readings in the area every hour, emphasizing those locations where a hazardous condition is more likely to occur, and determination of whether a given area is safe to work.
  - d. Determination of the conditions required to render a given area safe to work.
  - e. If, at any time during the day, gas detection detects the presence of methane at a concentration of 10% L.E.L. (Lower Explosive Limit) and/or hydrogen sulfide at a concentration of 10 parts per million, a WARNING condition shall be declared and the Contractor, the Owner, and the Engineer shall be immediately apprised of the condition by radio, plant telephone system, or in person.
  - f. If, at any time during the day, gas detection detects the presence of methane, or any other combustible gas identified as a site hazard in this Contract, at a concentration equal to or greater than 20% of the L.E.L. and/or identifies an oxygen concentration of 19.5% or less and/or detects hydrogen sulfide at 20 p.p.m. or greater, a HAZARDOUS condition shall be declared and the Contractor shall take the following actions: (1) sound a portable air horn to warn all personnel that an unsafe condition exists; (2) notify the Owner and the Engineer by radio communication, plant telephone system, or in person that a Hazardous Condition has been declared; (3) all personnel not equipped with air supplying apparatus in accordance with OSHA requirements shall be immediately evacuated from oxygen deficient areas or areas found to have hydrogen sulfide at Hazardous levels as defined above and monitoring for oxygen and hydrogen sulfide levels shall continue while any personnel remain in the area.
  - g. When the gas detection determines that a Hazardous condition no longer exists, notice shall be made by radio, plant telephone system, or in person to the Owner and the Engineer.
  - h. Provide all required gas detection equipment in sufficient quantities (with back-ups), including, but not limited to, gas meter, test instruments, sampling lines, safety lines, harnesses, self-contained breathing apparatus, protective clothing, explosion-proof lighting, radios, air horns, and any other necessary items.

## 1.12 CODES AND STANDARDS

- A. All material and equipment must conform to the requirements of the Local Electrical Code, Occupational Safety and Health Administration (CAL OSHA) of the U.S. Department of Labor, and the National Electric Code. In the case of conflict between the Local Electrical Code and other code, the more stringent code requirement shall prevail. All items of equipment shall comply with the current standards of the IEEE, NEMA, and AMSI. Wherever practical, the component parts shall bear labels indicating compliance with the requirements of the UL Inc.

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, lump-sum, or time-and-materials 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 Form.
- 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 Form, 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 MOBILIZATION, DEMOBILIZATION, AND CLEANUP – BID ITEM 1

Payment for mobilization (50% of bid item) shall be made as a lump sum and shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance and has successfully moved equipment on site. Payment for demobilization and cleanup (50% of bid item) will be made as a lump sum and shall be made at the time of the final payment estimate.

### 1.04 SCAFFOLDING AND ACCESS FOR COATING INSPECTOR – BID ITEM 2

Contractor shall erect scaffolding or other District-approved means for Owner's Representative to safely access all interior and exterior surfaces of the digester roof, walls,

and structures to determine the extent of the exterior repairs and to inspect the work during construction.

Measurement will be on a lump sum basis. Payment shall include furnishing all equipment, materials, and labor necessary to perform the work in accordance with the Contract Documents.

#### 1.05 REPLACE INTERIOR DIGESTER COATING – BID ITEM 3

Payment for the replacing of the interior coating of Digester #2 shall include all labor and materials necessary to perform removal of existing material by blasting, cleaning, surface preparation, priming, coating, caulking, and testing of all interior surfaces including but not limited to:

1. Walls, floor, and ceiling including manways and access covers
2. All holes, openings, and access covers
3. Rafters and other structural steel surfaces
4. Piping and supports

Measurement for interior digester coating labor and materials will be on a lump sum basis. For reference, it is estimated that the interior coating shall cover a total area of 11,000 square feet. However, this shall not be used by the Contractor as a basis for bidding. The contractor is required to determine the total interior area to be coated using the drawings provided and via the mandatory pre-bid conference on site in order to provide a lump sum bid estimate.

#### 1.06 LABOR FOR SPOT REPAIR EXTERIOR COATINGS – BID ITEM 4

Payment for the labor associated with the spot repair of the exterior coating of Digester #2 shall include all labor necessary to perform spot coating repairs, cleaning, surface preparation, assembly and disassembly, priming, coating, caulking, and testing of exterior surfaces as directed by the Owner's representative. Disassembly, reassembly, and coating of the center hatch is included in this Bid Item.

Measurement for exterior spot repair labor will be on a per day basis as directed by the Owner's representative and as listed on the bid form. For bidding purposes, it is assumed that the duration of the exterior spot repair will be 10 working days for a worker and foreman.

Payment for the costs of labor overhead, and other concepts shall be as stipulated in Section 5.04 of the General Conditions (Force Account).

1.07 MATERIALS FOR SPOT REPAIR EXTERIOR COATINGS – BID ITEM 5

Payment for the materials associated with the spot repair of exterior coating of Digester #2 shall include all materials necessary to perform spot coating repairs, cleaning, surface preparation, priming, coating, caulking, and testing of exterior surfaces as directed by the Owner's representative.

Payment for the costs of materials, equipment, overhead, and other concepts shall be as stipulated in Section 5.04 of the General Conditions (Force Account). For bidding purposes, a materials allowance of \$7,500 has been applied to the Bid Form.

1.08 REPLACE STAINLESS STEEL STAIR TREAD – BID ITEM 6

Payment for replacement of existing stainless steel stair tread shall include furnishing all equipment, materials, and labor necessary to perform the work in accordance with the Contract Documents, including furnishing and installing all 316 stainless steel nuts, bolts, and washers to connect the stair treads to the stringers, and at the connections of the stair structure to the tank. Payment for dielectric isolation is also included in this Bid Item.

Measurement for payment of stainless steel stair tread will be on a lump sum basis.

1.09 INSTALL OWNER-FURNISHED DIGESTER PLUG VALVES – BID ITEM 7

Payment for replacement of existing plug valves with owner-furnished plug valves shall include furnishing all equipment, materials, and labor necessary to perform the work in accordance with the Contract Documents.

Measurement for replacement of existing plug valves shall be on a unit price basis.

1.10 INSTALL OWNER-FURNISHED DIGESTER CHECK VALVES – BID ITEM 8

Payment for replacement of existing check valves with owner-furnished check valves shall include furnishing equipment, materials, and labor necessary to perform the work in accordance with the Contract Documents.

Measurement for replacement of existing check valves shall be on a unit price basis.

1.11 8-INCH SAMPLING TUBE AND COVER – BID ITEM 9

Payment for installation of 8-inch sampling tube and cover shall include furnishing all equipment, materials, and labor necessary to perform the work in accordance with the Contract Documents.

Measurement shall be on a lump sum basis.

1.12 INSTALL MANWAY AND SIGHT GLASS COVERS – BID ITEM 10

Payment for installation one (1) top manway and sight glass cover, and two (2) side manway covers with owner-furnished hardware and gaskets shall include furnishing all

equipment, materials, and labor necessary to perform the work in accordance with the Contract Documents.

Measurement for payment shall be on a lump sum basis.

END OF SECTION

## SECTION 099000 PAINTING AND COATING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section includes materials and application of painting and coating systems for the following surfaces:

- A. Color-coding Owner-furnished plug and check valves with factory-applied epoxy coatings. Color shall match the existing coatings as determined by the Owner.

It does not include coating steel digesters (described in Specification Section 099672).

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Rehabilitation of Existing Steel Digester: 099672.
- B. Manual, Check, and Process Valves: 400520

#### 1.03 SUBMITTALS

- A. Submit shop drawings in accordance with Specification Section 013300.
- B. Submit manufacturer's data sheets showing the following information:
  - 1. Percent solids by volume.
  - 2. Minimum and maximum recommended dry-film thickness per coat for prime, intermediate, and finish coats.
  - 3. Recommended surface preparation.
  - 4. Recommended thinners.
  - 5. Statement verifying that the specified prime coat is recommended by the manufacturer for use with the specified intermediate and finish coats.
  - 6. Application instructions including recommended equipment and temperature limitations.
  - 7. Curing requirements and instructions.
- C. Submit color swatches.
- D. 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.

- E. Submit material safety data sheets for each coating.

## PART 2 - MATERIALS

### 2.01 PAINTING AND COATING SYSTEMS

The following index lists the various painting and coating systems by service and generic type:

#### PAINT COATINGS SYSTEM INDEX

| No.  | Title                            | Generic Coating |
|--|----------------------------------|-----------------|
| Coating System for Factory-Applied Epoxy Coated Steel Surfaces |                                  |                 |
| 68.  | Epoxy-Coated Steel, Color Coding | Polyurethane    |

These systems are specified in detail in the following paragraphs. For each coating, the required surface preparation, prime coat, intermediate coat (if required), topcoat, and coating thicknesses are described. Mil thicknesses shown are minimum dry-film thicknesses.

- A. System No. 68--Epoxy-Coated Surfaces, Color Coding:

Type: Pigmented polyurethane finish coat having a minimum volume solids of 52%.

Service Conditions: For use with metal structures or pipes previously coated with Epoxy and subjected to sun exposure.

Surface Preparation: SSPC SP-1. Then sweep blast the epoxy surface per SP-7 to provide a 2- to 3-mil profile in the fusion-bonded epoxy substrate.

Finish Coat: Two-component pigmented acrylic or aliphatic polyurethane. Apply to a thickness of at least 2.0 to 4.0 mils DFT. Products: Tnemec Series 1095 Endura-Shield, Devoe Devthane 379, International Interline 990HS, PPG Amercoat 450HS, Carboline 134HG, Sherwin-Williams Hi-Solids Polyurethane B65-300, PPG PITTHANE® Ultra Gloss Urethane Enamel 95-812 series, or equal.

## PART 3 - EXECUTION

### 3.01 WEATHER CONDITIONS

- A. Do not paint in the rain, wind, snow, mist, and fog or when steel or metal surface temperatures are less than 5°F above the dew point.
- B. Do not apply paint when the relative humidity is above 85%.
- C. Do not paint when temperature of metal to be painted is above 120°F.
- D. Do not apply alkyd, inorganic zinc, silicone aluminum, or silicone acrylic paints if air or surface temperature is below 40°F or expected to be below 40°F within 24 hours.
- E. Do not apply epoxy, acrylic latex, and polyurethane paints on an exterior or interior surface if air or surface temperature is below 60°F or expected to drop below 60°F in 24 hours.

### 3.02 SURFACE PREPARATION PROCEDURES

- A. Remove oil and grease from metal surfaces in accordance with SSPC SP-1. Use clean cloths and cleaning solvents and wipe dry with clean cloths. Do not leave a film or greasy residue on the cleaned surfaces before abrasive blasting.
- B. Surface preparation shall conform with the SSPC specifications as follows:

|                                   |       |
|-----------------------------------|-------|
| Solvent Cleaning                  | SP-1  |
| Hand Tool Cleaning                | SP-2  |
| Power Tool Cleaning               | SP-3  |
| Brush-Off Blast Cleaning          | SP-7  |
| Near-White Blast Cleaning         | SP-10 |
| Power Tool Cleaning to Bare Metal | SP-11 |

- C. Wherever the words “solvent cleaning,” “hand tool cleaning,” “wire brushing,” or “blast cleaning” or similar words are used in these specifications or in paint manufacturer’s specifications, they shall be understood to refer to the applicable SSPC (Society for Protective Coatings), surface preparation specifications listed above.
- D. Dust blasting is defined as cleaning the surface through the use of very fine abrasives, such as mineral abrasives, 80 to 100 mesh. Apply a fine etch to the metal surface to clean the surface of any contamination or oxide and to provide a surface profile for the coating.
- E. For carbon steel surfaces, after abrasive blast cleaning, the height of the surface profile shall be 2 to 3 mils. Verify the surface profile by measuring with an impresser tape acceptable to the Owner’s Representative. Perform a minimum of one test per 100

square feet of surface area. Testing shall be witnessed by the Owner's Representative. The impresser tape used in the test shall be permanently marked with the date, time, and locations where the test was made. Test results shall be promptly presented to the Owner's Representative.

- F. Do not apply any part of a coating system before the Owner's Representative has reviewed the surface preparation. If coating has been applied without this review, if directed by the Owner's Representative, remove the applied coating by abrasive blasting and reapply the coat in accordance with this specification.

### 3.03 ABRASIVE BLAST CLEANING

- A. Use dry abrasive blast cleaning for metal surfaces. Do not use abrasives in automatic equipment that have become contaminated. When shop or field blast cleaning with handheld nozzles, do not recycle or reuse blast particles.
- B. After abrasive 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 abrasive blast 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.

### 3.04 PAINTING SYSTEMS

- A. All materials of a specified painting system, 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 paint manufacturer for the particular coating system.
- B. Deliver paints to the jobsite in the original, unopened containers.

### 3.05 PAINT STORAGE AND MIXING

- A. Store and mix materials only in areas designated for that purpose by the Owner's Representative. The area shall be well-ventilated, with precautionary measures taken to prevent fire hazards. Post "No Smoking" signs. Storage and mixing areas shall be clean and free of rags, waste, and scrapings. Tightly close containers after each use. Store paint at an ambient temperature from 50°F to 100°F.
- B. Prepare multiple-component coatings using all of the contents of the container for each component as packaged by the paint manufacturer. Do not use partial batches. Do not

use multiple-component coatings that have been mixed beyond their pot life. Provide small quantity kits for touch-up painting and for painting other small areas. Mix only the components specified and furnished by the paint manufacturer. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

### 3.06 PROCEDURES FOR THE APPLICATION OF COATINGS

- A. Conform to the requirements of SSPC PA-1. Follow the recommendations of the coating manufacturer including the selection of spray equipment, brushes, rollers, cleaners, thinners, mixing, drying time, temperature and humidity of application, and safety precautions.
- B. Stir, strain, and keep coating materials at a uniform consistency during application. Power mix components. For multiple component materials, premix each component before combining. Apply each coating evenly, free of brush marks, sags, runs, and other evidence of poor workmanship. Use a different shade or tint on succeeding coating applications to indicate coverage where possible. Finished surfaces shall be free from defects or blemishes.
- C. Do not use thinners unless recommended by the coating manufacturer. If thinning is allowed, do not exceed the maximum allowable amount of thinner per gallon of coating material. Stir coating materials at all times when adding thinner. Do not flood the coating material surface with thinner prior to mixing. Do not reduce coating materials more than is absolutely necessary to obtain the proper application characteristics and to obtain the specified dry-film thicknesses.
- D. Remove dust, blast particles, and other debris from blast cleaned surfaces by dusting, sweeping, and vacuuming. Allow ventilator fans to clean airborne dust to provide good visibility of working area prior to coating applications. Remove dust from coated surfaces by dusting, sweeping, and vacuuming prior to applying succeeding coats.
- E. Apply coating systems to the specified minimum dry-film thicknesses as determined per SSPC PA-2.
- F. Applied coating systems shall be cured at 75°F or higher for 48 hours. If temperature is lower than 75°F, curing time shall be in accordance with printed recommendations of the manufacturer, unless otherwise allowed by the Owner's Representative.
- G. Assembled parts shall be disassembled sufficiently before painting or coating to ensure complete coverage by the required coating.

### 3.07 SURFACES NOT TO BE COATED

Do not paint the following surfaces unless otherwise noted in the drawings or in other specification sections. Protect during the painting of adjacent areas:

- A. Nameplates.

- B. Grease fittings.

### 3.08 PROTECTION OF SURFACES NOT TO BE PAINTED

Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process. Mask openings in motors to prevent paint and other materials from entering the motors.

### 3.09 SURFACES TO BE COATED

The exact coating to be applied in any location is not designated by the descriptive phrases in the coating system titles such as “corrosive environment,” “buried metal,” or “submerged metal.” Coat surfaces with the specific coating systems as described below:

- A. Coat exposed piping as described in the plans. Color of finish coat shall match that of the adjacent piping as determined by the Owner.
- B. Coat owner furnished plug and check valves as described in this specification. Valves shall match the color of the connecting piping as determined by the Owner.

### 3.10 DRY-FILM THICKNESS TESTING

- A. Measure coating thickness specified for carbon steel surfaces with a magnetic-type dry-film thickness gauge in accordance with SSPC PA-2. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide dry-film thickness gauge as manufactured by Mikrotest or Elcometer.
- B. Test the finish coat of metal surfaces (except zinc primer and galvanizing) for holidays and discontinuities with an electrical holiday detector, low-voltage, wet-sponge type. Provide measuring equipment. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide detector as manufactured by Tinker and Razor or K-D Bird Dog.
- C. Check each coat for the correct dry-film thickness. Do not measure within eight hours after application of the coating.
- D. For each valve, make three separate spot measurements (average of three readings) spaced evenly over each valve to be measured. Make three readings for each spot measurement of either the substrate or the paint. Move the probe or detector a distance of 1 to 3 inches for each new gauge reading. Discard any unusually high or low reading that cannot be repeated consistently. Take the average (mean) of the three readings as the spot measurement. The average of three spot measurements for each valve shall not be less than the specified thickness. No single spot measurement shall be less than 80%, nor more than 120%, of the specified thickness. One of three readings which are averaged to

produce each spot measurement may underrun by a greater amount as defined by SSPC PA-2.

- E. Perform tests in the presence of the Owner's Representative.

### 3.11 REPAIR OF IMPROPERLY COATED SURFACES

If the item has an improper finish color or insufficient film thickness, clean and topcoat the surface with the specified paint material to obtain the specified color and coverage. Sandblast or power-sand visible areas of chipped, peeled, or abraded paint, feathering the edges. Then prime and finish coat in accordance with the specifications. Work shall be free of runs, bridges, shiners, laps, or other imperfections.

### 3.12 CLEANING

- A. During the progress of the work, remove discarded materials, rubbish, cans, and rags at the end of each day's work.
- B. Thoroughly clean brushes and other application equipment at the end of each period of use and when changing to another paint or color.
- C. Upon completion of painting work, remove masking tape, tarps, and other protective materials, using care not to damage finished surfaces.

END OF SECTION

## SECTION 099672 REHABILITATION OF EXISTING STEEL DIGESTER

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

This section describes the application and inspection of the protective coatings to be utilized on the interior and exterior surfaces of the Owner's existing 423,000 gallon steel Digester No. 2. This specification also describes welding of steel pipe inspection port to the digester roof as well as extending existing sample tube by welding steel pipe extension.

The final extent of the exterior coating repairs will be determined by the Owner during construction. The Contractor shall provide scaffolding, manlift, or other District-approved means for the Owner to safely access external surfaces of the digester. Ladders are not acceptable.

#### 1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Provisions and Section 013300.
- B. Submit coating manufacturer's catalog data on formulation and recommended use.
- C. Submit coating manufacturer's surface preparation recommendations including maximum height of surface profile on abrasive blast cleaned steel.
- D. Submit coating manufacturer's application instructions, equipment, temperature and humidity limitations, drying time, and recoat cycle time.
- E. Submit coating manufacturer's recommended minimum and maximum time intervals between the application of field-applied primers and the field-applied touch-up or intermediate coats.
- F. Submit two color chip samples illustrating available colors for the finish coats of the exterior coating system.
- G. Submit manufacturer's safety data sheets on painting and coating products.
- H. Health and Safety Plan, confined space entry, safety procedures, and necessary permits per Specification Section 011100.
- I. Contractor-certified welder qualification records per Section 3.01.

### 1.03 REFERENCE DOCUMENTS

The following guidelines, documents, and references are to assist the Contractor in performing its duties for cleaning, surface preparation, and application of the coating systems. The documents listed form a part of this specification to the extent referenced.

A. Quality Control: The following references provide the means of maintaining quality control of the blasting and coating systems:

1. NACE/SSPC Joint Surface Preparation Standards, latest version.
2. SSPC-PA Series (Paint Application Guides).
3. NACE, RPO287-02, Field Measurement of Surface Abrasive Blast Cleaned Surfaces Using a Replica Tape.
4. ASTM D4138, Standard Method of Measurement of Dry Film Thickness of Protective Coating Systems by Destructive Means.
5. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air.
6. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages.
7. U.S. Weather Bureau psychometric tables.

B. California and Local Regulations: The Contractor is solely responsible for accomplishing work in a safe manner, complying with, but not limited to, the following regulations:

1. CAL/OSHA, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety Orders, Subchapter 4, Construction Safety Order.
2. California Air Resources Board, Title 17, Subchapter 6, Abrasive Blasting.
3. Title 8, CCR, General Industrial Safety Orders (GISO), Section 5156, Scope & Definitions, and Section 5159, Confined Space Operations.
4. Title 8, CCR, Construction Safety Orders, Article 4, Sections 1528 to 1531, Dusts, Fumes, Mists, Vapor, and Gases.

### 1.04 WORKER PROTECTION

See Specification Section 011100 and the following:

A. Conform to federal, state, county, city, and Owner safety and environmental protection codes and regulations. Do not create conditions for which the Owner is subject to citations by any regulatory agency. Should the Owner be cited for a condition under the

control of the Contractor, the Contractor will be responsible for payment and settlement of said citation. Provide safety equipment, including that for confined space entry and safety equipment necessary for use by the Owner's Representative.

- B. Comply with applicable regulations for properly storing, handling, transporting, and disposing of any hazardous waste.
- C. Provide at least one working telephone on the jobsite at all times.
- D. Maintain a full-time standby hole watch in case of an emergency. This employee shall be certified in CPR, have confined space certification, and be able to comply with GISO 5157 (Operating Procedures and Employee Training) and GISO 5158 (Pre-Entry). This employee shall also be fully equipped to operate within the directives of GISO 5159 (Confined Space Operations). This person shall have his own personal safety equipment and operating telephone (not the jobsite telephone).
- E. During the interior abrasive blasting operations, blast operators shall wear National Institute of Occupational Safety and Health (NIOSH) approved air-supplied helmets. The air compressor used to supply breathing air shall conform to OSHA regulations on carbon monoxide and high-temperature protection and meet Grade D breathing air as described in Compressed Gas Association Commodity Specification G-7.1 (ANSI S86.1). Breathing air shall also be free of dust, fumes, vapors, or gases that may result in harmful exposure. Other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When coatings are applied in confined areas, persons exposed to toxic vapors and dust shall wear NIOSH-approved air-supplied masks.
- F. Prepare a written respirator program per CAL/OSHA regulations. The elements of a respirator protection program are summarized, but not limited to, the following:
  - 1. Written standard operating procedures for selection and use;
  - 2. Employee instructions and training in the use and limitations of respirators;
  - 3. Regular cleaning and disinfection;
  - 4. Sanitary storage of respirators; and
  - 5. Regular inspection of respirators to assure that they are in good repair.
- G. Blasting and spraying hoses shall be grounded to prevent accumulation of charges of static electricity.
- H. Provide explosionproof artificial lighting for all work-confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NEPA 70 NEC for the atmosphere in which they will be used.

- I. Coating materials may be irritating to the skin and eyes. When handling and mixing coatings, workers shall wear gloves and eye shields.

#### 1.05 PRECONSTRUCTION CONFERENCE

At least 7 days prior to the shop or field application of the coating systems to the steel tank, schedule and arrange a conference with the Owner's Representative to coordinate the following:

- A. Surface preparation methods.
- B. Specification compliance of blast abrasives and surface profile.
- C. Schedule of blast cleaning and coating application.
- D. List of equipment for cleaning and coating applications.
- E. Weather limitations for acceptable work.
- F. Inspection facilities.

#### 1.06 QUALIFICATIONS

The Contractor shall require the coating applicator to hold a valid State of California Contractor's Class A or C-33 license for performing abrasive blast cleaning and coating/painting work. The Contractor's coating applicator shall have a minimum of five years' experience and successful history in the application of the specified products to surfaces of steel tanks.

- A. The coating applicator shall provide a supervisor at the worksite during cleaning and coating operations. The supervisor shall have the authority to sign change orders, coordinate work, and make decisions. Provide skilled craftsmen qualified to perform the required work.

#### 1.07 INSPECTION

- A. The Owner's Representative will provide coating inspection. The Owner's Representative will provide test equipment.
- B. The Owner's Representative will perform inspection on all phases of the surface preparation, abrasive blast cleaning, and application of the coating systems.
- C. Contractor shall erect scaffolding for Owner's Representative to safely access all interior and exterior surfaces of the digester roof, walls, and structures to determine the extent of the exterior repairs and to inspect the work during construction.

#### 1.08 EXISTING DIGESTER COATING SYSTEMS

- A. The existing digester has the following coatings:

1. The interior coating of the shell, columns, pipe, and appurtenances is epoxy. Remove and replace the existing coatings with a coating as specified in this specification.
2. The exterior is coated with a urethane zinc/Epoxy/Urethane system. Spot repair existing coating with a coating as specified in this specification.

#### 1.09 FINAL SELECTION OF EXTERIOR COLORS

Color of finish coat shall match the existing color as determined by the Owner.

### PART 2 - MATERIALS

#### 2.01 COATING SYSTEMS

- A. All materials of a specified system including primer, touch-up, intermediate, and finish coats shall be provided by the same manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the coating manufacturer for the specified system.
- B. Coating materials, including additives to be used on interior tank surfaces, shall not contain trichloroethylene (TCE) or tetrachloroethylene (PCE) volatile organic constituents.
- C. No request for product substitution will be considered which decreases the dry-film thickness designated, the number of coats to be applied, or which changes the generic type of coating specified.
- D. Requests for substitution shall contain the full name of each product, descriptive literature, complete data on past performance, manufacturer's instruction for use, generic type, its nonvolatile content by volume, and complete product information as outlined in AWWA D102. This information shall demonstrate equivalence of product and performance to the specified materials. No coating materials shall be procured or delivered to the project site prior to the review of the proposed material by the Owner's Representative.

#### 2.02 INTERIOR COATING SYSTEM

|                      |  |
|----------------------|--|
| System Type:         | Modified Epoxy   |
| Surface Preparation: | SSPC-SP 10 with a 3 mil minimum anchor profile.  |
| High Build Coating:  | Tnemec Series 435 Perma-Glaze at 20.0-30.0 mils DFT in one or two coats, Carboline Plasite 4550 at 20.0-30.0 mils DFT in one or two coats, Sherwin Williams Dura-Plate 8200 at 15-35 mils DFT for one coat or 18-20 DFT for two coats. |

## 2.03 EXTERIOR SYSTEM

|                      |   |
|----------------------|---|
| System Type:         | Urethane Zinc/Epoxy/Urethane  |
| Surface Preparation: | SSPC-SP 10 or SSPC-SP 11 with a 1.5 mil minimum anchor profile.   |
| Prime Coat:          | Tnemec Series 94 Hydro-Zinc at 2.5-3.5 mils DFT, Carboline 859 at 3-5 mils DFT, or equal.                       |
| Intermediate Coat:   | Tnemec Series V69 Epoxoline at 3.0-5.0 mils DFT, Carboline Carboguard 890 at 6-8 mils DFT, or equal.            |
| Finish Coat:         | Tnemec Series 1095 Endurashield at 2.0-3.0 mils DFT, Carboline Carbothane 134VOC at 2.0-2.5 mils DFT, or equal. |

## PART 3 - EXECUTION

### 3.01 WELDING

- A. Review Contractor-certified qualification records of the welders with the Owner's Representative at the start of the project and each time a new welder is employed. Provide a record for each welder indicating:
1. Date and result of qualification tests.
  2. Contractor conducting tests.
  3. Identifying mark of welder.
  4. Do not weld when the temperature is less than 32°F; during rain, snow, or high winds; or when ice is on the metal. For plate thicknesses in excess of 1 1/2 inches, preheating is required when the metal temperature is less than 70°F.
  5. Beveled ends for butt-welding shall conform to ASME B16.25. Remove slag by chipping or grinding. Surfaces shall be clean of paint, oil, rust, scale, slag, and other material detrimental to welding. When welding the reverse side, chip out slag before welding.
  6. Fabrication shall comply with ASME B31.3, Chapter V. Welding procedure and performance qualifications shall be in accordance with Section IX, Articles II and III, respectively, of the ASME Boiler and Pressure Vessel Code.
  7. The minimum number of passes for welded joints shall be as follows:

| <b>Steel Cylinder Thickness<br/>(inch)</b> | <b>Minimum Number of<br/>Passes for Welds</b> |
|--|---|
| Less than 0.1875                           | 1   |
| 0.1875 through 0.25                        | 2   |
| Greater than 0.25                          | 3   |

Welds shall be full penetration.

- B. Use the shielded metal arc welding (SMAW) submerged arc welding (SAW), gas-shielded flux-cored arc welding (FCAW), or gas-metal arc welding (GMAW) process for shop welding. Use the SMAW process for field welding.
- C. Welding preparation shall comply with ASME B31.3, paragraph 328.4. Limitations on imperfections in welds shall conform to the requirements in ASME B31.3, Table 341.3.2 and paragraph 341.4 for visual examination.
- D. Identify welds in accordance with ASME B31.3, paragraph 328.5.
- E. Clean each layer of deposited weld metal prior to depositing the next layer of weld metal, including the final pass, by a power-driven wire brush.
- F. Welding electrodes for carbon steel shall comply with AWS A5.1, A5.17, A5.18, A5.20, or A5.23. Carbon steel flux cored wire shall have a maximum boron content of 0.006%.

### 3.02 WELD TESTING

- A. Test the mitered joints by the liquid penetrant method.

Liquid Penetrant Test: Conform to the requirements specified in ASTM E165, under Method B, and "Leak Testing." The materials used shall be either water washable or nonflammable. Products: "Spotcheck" by the Magnaflux Corporation or "Met-L-Check Flaw-Findr" by the Met-L-Check Company. Chip out all defects, reweld, and retest the section affected until it shows no leaks or other defects.

### 3.03 DELIVERY AND STORAGE OF COATING MATERIALS

- A. Deliver coating materials to the job in original sealed containers identified with labels indicating manufacturer; product name and number; color, batch, or lot number; and date of manufacture. Note the date of manufacture and apply coatings prior to the expiration of the guaranteed storage life. Coating materials exceeding storage life will be rejected.
- B. Store coating materials in enclosed structures to protect from weather and excessive heat or cold. Conform to state and local requirements for flammable materials.

### 3.04 PROTECTION OF THE WORK

- A. Protect adjacent work and surfaces not to be coated from blast cleaning, overspray, spattering, and spillage. Use protective coverings or drop cloths. Where protection is required or provided for coated surface, maintain until the coating has properly cured. Do not handle, work on, or disturb these areas until the coating is completely dry and hard.

### 3.05 CONDITION OF EQUIPMENT

Use coating equipment designed for the application of the specified materials. Use compressors with traps and filters to remove water and oils from the air.

### 3.06 VENTILATION OF TANK INTERIOR

Use forced-air ventilation at all times and after the application of the interior coating systems. It is essential that the solvent vapors released during the application and from the deposited film be removed from the tank interior. During the coating application, provide a ventilating system with a capacity of at least 300 cfm per gallon of coating applied per hour. After the application of the finish coat, force ventilate the tank continuously at a rate of one air change per hour for a period of five days. If the Owner's Representative has any doubt about the adequacy of the curing conditions, provide additional curing time with continued forced-air ventilation.

### 3.07 HUMIDITY AND TEMPERATURE CONTROL

- A. Use dehumidification equipment, by Munters Moisture Control Services or equal, to control the environment within the tank 24 hours per day during blast cleaning, coating, and coating curing. Dehumidification equipment shall:
  - 1. Continuously deliver air with a maximum relative humidity of 11% sufficient to supply the space with two complete air changes per hour.
  - 2. Supply sufficient dry air so that the air adjacent to the work surfaces shall not exceed 35% relative humidity at any time during the blasting, coating, or curing cycle.
  - 3. Be capable of depressing the dew point in the tank 10°F below ambient air temperature within 20 minutes.
  - 4. Maintain a minimum temperature inside the tank of 60°F.
- B. Auxiliary heaters or chillers may be required to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters. This auxiliary equipment shall be approved for use by the manufacturer of the dehumidification equipment and shall:

1. Be installed in the process air supply duct between the dehumidifier and the space, as close to the space as possible.
  2. Use electric or indirect gas-fired heaters. Do not use direct-fired space heaters.
  3. Include heater controls that automatically turn the heater off if the airflow is interrupted or the internal temperature of the heater exceeds design temperature.
- C. Air heaters or refrigeration equipment are not acceptable substitutes for dehumidification.
- D. Seal the space to be controlled as well as possible, allowing air to escape at the bottom of the space away from the point where the dehumidified air is introduced. Maintain a slight positive pressure within the space, unless dust from the blasting operation is hazardous.
- E. If it is necessary to filter the air escaping the tank, design the filtration system to match the air volume of the dehumidification equipment to avoid interference with the ability to control the space as described herein. Do not recirculate air from the space or from filtration equipment back through the dehumidifier when coating or solvent vapors are present.

### 3.08 INTERIOR SURFACE PREPARATION

- A. Prior to performing any work on the tank interior, the Contractor shall perform the specified dehumidification for three days, 24 hours per day, to dry the tank interior.
- B. Abrasion blast clean interior surfaces per SSPC SP-10. The surface profile shall be per manufacturer's recommendations.

### 3.09 EXTERIOR SURFACE PREPARATION

- A. During the surface preparation procedures on the tank exterior roof and shell, protect workers against lead hazards according to CAL/OSHA Title 8, CCR, Section 1532.1 (Lead in Construction).
- B. Clean the exterior of the tank roof and shell using either abrasion blasting per SSPC SP-10 or by power tool cleaning per SSPC SP-11, as directed by the District's Representative.

### 3.10 LIMITATIONS ON ABRASIVE BLAST CLEANING

Changed humidity or a delay, such as equipment failure, may cause a cleaned surface to color or slightly oxidize from condensation before the coating can be applied. In the event that a surface colors or becomes moist, blast clean it again before applying the coating.

### 3.11 ABRASIVE BLAST CLEANING

- A. Use dry abrasive blast cleaning for metal surfaces. Use a maximum particle size to produce a surface profile as recommended by the manufacturer of the specified coating system. Measurement of surface profile will be in accordance with NACE RP0287-02. Sand used for cleaning shall be washed, uniformly graded, dry, and free of contaminants. Do not use sand containing salt or unwashed beach sand. When shop blast cleaning with stationary automatic equipment that recycles the blast particles, use new abrasives in the equipment at the beginning of blast cleaning operations for this project. Do not use abrasives that have become contaminated in automatic equipment. When shop or 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. Cover the reservoir inlet, outlet, drain, hydrants, and overflow piping, and prevent blasting particles from being blown into the piping.

During blast cleaning, exercise caution to prevent damage to adjacent preapplied 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. Restore any damaged coatings to their specified condition

### 3.12 LIMITATIONS ON THE APPLICATION OF COATINGS

- A. Do not apply coatings under the following conditions:
  - 1. When the surrounding ambient air temperature or the temperature of the surface to be coated is below 50°F or as recommended by the manufacturer of the specified coating system.
  - 2. When the temperature of the surface to be coated is more than 5°F below the air temperature or when the surface temperature is over 120°F.
  - 3. When the surface to be coated is wet, moist, or contaminated with any foreign matter.
  - 4. During rain, snow, fog, or mist or when the relative humidity exceeds 85%.
  - 5. When the surface temperature is less than 5°F above the dew point within eight hours after application of coating.

- B. If above conditions are prevalent, the application of coating shall be delayed or postponed until conditions are favorable. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, coating work shall be delayed until midmorning to be certain that the surfaces are dry. The day's coating shall be completed in time to permit the film sufficient drying time prior to damage by climatic conditions.
- C. Climatic conditions will be monitored by the Owner's Representative utilizing psychrometers and other measuring gauges at the worksite to aid in inspection.
- D. If a change in climatic conditions damages a coating application, repair the damaged coatings to their specified condition.

### 3.13 PROCEDURES FOR THE APPLICATION OF COATINGS

- E. Conform to the requirements of SSPC PA-1. Follow the recommendations of the coating manufacturer including the selection of spray equipment, brushes, rollers, cleaners, thinners, mixing, drying time, temperature and humidity of application, and safety precautions.
- F. Stir, strain, and keep coating materials at a uniform consistency during application. Apply each coating evenly, free of brush marks, sags, runs, and other evidence of poor workmanship. Finished surfaces shall be free from holidays, defects, or blemishes.
- G. Use a different shade or tint on succeeding coating applications to indicate coverage.
- H. Prior to each coating application, brush coat with the coating material all welds, sharp edges, nuts, bolts, and irregular surfaces difficult to coat to provide complete coverage of all surfaces.
- I. Do not use thinners unless recommended by the coating manufacturer. If thinning is allowed, do not exceed the maximum allowable amount of thinner per gallon of coating material. Stir coating materials at all times when adding thinner. Do not flood the coating material surface with thinner prior to mixing. Do not reduce coating materials more than is absolutely necessary to obtain the proper application characteristics and to obtain the specified dry-film thicknesses.
- J. Remove dust, blast particles, and other debris from blast-cleaned surfaces by dusting, sweeping, and vacuuming. Allow ventilator fans to clean airborne dust to provide good visibility of working area prior to coating applications. Remove dust from coated surfaces by dusting, sweeping, and vacuuming prior to applying succeeding coats.
- K. Observe minimum and maximum recoat times between primer and succeeding coating applications to achieve maximum crosslinking of coatings. If the recommended minimum or maximum recoat time is exceeded, prepare the surface as directed by the coating manufacturer. Apply a second application of the primer or coating if the maximum recoat time has been exceeded.

- L. Apply coating systems to the specified minimum dry-film thicknesses as measured from above the peaks of the surface profile. Measurement shall be in accordance with SSPC PA-2 and shall be corrected for the magnetic effect of the surface profile.
- M. Apply primer or touch-up coating immediately after blast cleaning and before any surface rusting occurs or any dust, dirt, or any foreign matter has accumulated. Reclean steel surfaces by blast cleaning that have surface colored or become moist prior to coating application.
- N. After the Owner's Representative has released the interior coating system for final curing, continue to operate the dehumidification equipment for a minimum of one week. Actual curing time will be determined by the surface temperature and relative humidity and as stated in the manufacturer's technical data sheets or in writing by an authorized representative of the manufacturer.

#### 3.14 APPLICATION OF CAULKING

- A. After application of the interior coating, caulk seams between the roof and rafters with Sika Duoflex NS with Sika Duoflex Primer-5050, or equal.
- B. Apply caulking between the lower exterior chime and the concrete foundation per the plans. Caulk shall be Sika-Flex 2C-NS-EZ or equal.

#### 3.15 FIELD INSPECTION FACILITIES

Provide the Owner's Representative with facilities for inspection including:

- A. Illumination and labor to move the lights, whenever required by the Owner's Representative. Provide additional lights and supports sufficient to illuminate areas to be inspected. The Owner's Representative will determine the level of illumination required for inspection purposes.
- B. Temporary scaffolding. Erect and move to the locations requested by the Owner's Representative.

#### 3.16 INSPECTION AND TESTING

- A. The Owner's Representative will provide all test equipment.
- B. The Owner's Representative will perform such tests as are required to demonstrate substantial compliance with all phases of the surface preparation, and application of the coating systems. Test equipment shall include but not be limited to the following: SSPC surface preparation standards, surface profile comparator, test tape, micrometer, abrasive sieve test, ultraviolet lamp, mirror, certified thickness calibration plates, magnetic-type dry-film thickness gauge, and nonsudsing-type wetting agent. Equipment will be calibrated by the Owner's Representative in the presence of the Contractor to verify its accuracy prior to use.

- C. Notify the Owner's Representative three working days in advance of field operations involving abrasive blast cleaning and coating applications.
- D. The Owner's Representative will verify the degree of surface cleanliness profile of the field cleaned surface. Perform additional cleaning over areas not conforming to the specified surface preparation.
- E. The Owner's Representative will inspect each coat of primer, touch-up, intermediate, and finish coating to determine thickness and integrity. Each coating application will be checked and deficiencies marked. After observing specified recoat time, apply additional coating materials over areas not having the specified minimum dry-film thickness and areas having any holidays or pinholes. After correction of deficiencies, the Owner's Representative will reinspect those areas to determine the acceptability of the additional coating. Each coating application must be 100% to the satisfaction of the Owner's Representative prior to succeeding coating applications.
- F. After completion of the epoxy coating curing cycle, conduct an MEK wipe test with a clean rag, using 25 rubs per each immersion test area on the floor and shell. Test areas will be selected at random by the Owner's Representative. The coating shall be considered cured if it retains its gloss and hardness after the MEK wipe test.

END OF SECTION