

MARINA COAST WATER DISTRICT MARINA, CA

## **REGIONAL URBAN WATER AUGMENTATION PROJECT**

## **RECYCLED WATER DISTRIBUTION PIPELINES**

CIP # RW-0174

ADDENDUM NO. 5 TO THE CONTRACT DOCUMENTS

MAY 6, 2020





Bidders on the above-named project are hereby notified that the Bidding Documents are modified as indicated below. Bidders are required to acknowledge receipt of this Addendum in the space provided on the Document 00 41 00 Bid Form.

This Addendum shall become part of the Contract and provisions of the Contract apply.

# **SPECIFICATIONS**

The following sections are modified as indicated below.

- 1. SECTION 00 11 00 Invitation to Bidders:
  - a. REPLACE section in its entirety with the attached section.
- 2. SECTION 00 21 00 Instructions to Bidders:
  - a. REPLACE section in its entirety with the attached section.
- 3. SECTION 00 41 00 Bid Form:
  - a. REPLACE section in its entirety with the attached section.
- 4. SECTION 00 43 00 Bid Bond:
  - a. REPLACE section in its entirety with the attached section.
- 5. SECTION 00 52 00 Agreement:
  - a. REPLACE section in its entirety with the attached section.
- 6. SECTION 00 73 00 Supplementary Conditions:
  - a. REPLACE section in its entirety with the attached section.
- 7. SECTION 01110 Summary of Work:
  - a. REPLACE section in its entirety with the attached section.
- 8. SECTION 01140 Work Restrictions:
  - a. REPLACE section in its entirety with the attached section.
- 9. SECTION 01270 Unit Prices:
  - a. REPLACE section in its entirety with the attached section.
- 10. SECTION 01292 Schedule of Values:
  - a. REPLACE section in its entirety with the attached section.
- 11. SECTION 01550 Traffic Control:
  - a. REPLACE section in its entirety with the attached section.
- 12. SECTION 02742A Asphaltic Concrete Paving:
  - a. REPLACE section in its entirety with the attached section.
- 13. SECTION 02762 Pavement Markings:
  - a. REPLACE section in its entirety with the attached section.
- 14. SECTION 15118 Pressure Reducing and Pressure Relief Valves:
  - a. REPLACE section in its entirety with the attached section.

- 15. APPENDIX J GENERAL JIM MOORE BOULEVARD AS-BUILT DRAWINGS
  - a. REPLACE appendix in its entirety with the attached section.
- 16. APPENDIX L DRAFT CSUMB ENCROACHMENT PERMIT
  - a. ADD the appendix in its entirety.

# DRAWINGS

The following drawings are modified as indicated below.

- 1. ALL DRAWINGS:
  - a. Update total page count on each Drawing from 62 to 71
- 2. DRAWING G01 COVER SHEET:
  - a. Updates drawing list.
  - b. REPLACE drawing in its entirety with the attached drawing.
- 3. DRAWING G04 INDEX MAP:
  - a. Adds locations of new recycled water and potable water pipelines and location of new Pressure Reducing Station.
  - b. REPLACE drawing in its entirety with the attached drawing.
- 4. DRAWING T02 AGENCY TYPICAL DETAILS 2:
  - a. Adds MCWD Std. Dtl. W-13 and reorders agency typical details.
  - b. REPLACE drawing in its entirety with the attached drawing.
- 5. DRAWING T03 AGENCY TYPICAL DETAILS 3:
  - a. Reorders agency typical details.
  - b. REPLACE drawing in its entirety with the attached drawing.
- 6. DRAWING CD07 YARD PIPING PLANS 7:
  - a. ADD attached drawing in its entirety.
- 7. DRAWING M06 6" x 3" PRESSURE REDUCING STATION:
  - a. Replaces double check valve assembly with a reduced pressure backflow assembly, adds an air release valve and specifies brass piping.
  - b. REPLACE drawing in its entirety with the attached drawing.
- 8. DRAWING M07 GJMB GOLF COURSE PRESSURE REDUCING STATION:
  - a. ADD attached drawing in its entirety.
- 9. DRAWING M08 CONNECTION DETAILS:
  - a. ADD attached drawing in its entirety.
- 10. DRAWING P09 ABRAMS DRIVE & IMJIN PARKWAY DISTRIBUTION MAIN STA 10+00 TO 19+00:
  - a. Revises pressure class of recycled water pipeline.
  - b. REPLACE drawing in its entirety with the attached drawing.

- 11. DRAWING P10 ABRAMS DRIVE & IMJIN PARKWAY DISTRIBUTION MAIN STA 19+00 TO 28+00:
  - a. Adds additional recycled water pipeline to be included in this project.
  - b. REPLACE drawing in its entirety with the attached drawing.
- 12. DRAWING P10A ABRAMS DRIVE & IMJIN PARKWAY DISTRIBUTION MAIN STA 28+00 TO 38+00:
  - a. ADD attached drawing in its entirety.
- 13. DRAWING P10B ABRAMS DRIVE & IMJIN PARKWAY DISTRIBUTION MAIN STA 38+00 TO 48+00:
  - a. ADD attached drawing in its entirety.
- 14. DRAWING P10C ABRAMS DRIVE & IMJIN PARKWAY DISTRIBUTION MAIN STA 48+00 TO 57+12.96:
  - a. ADD attached drawing in its entirety.
- 15. DRAWING P28 IMJIN PARKWAY WL DISTRIBUTION MAIN STA 10+00 TO 19+00:a. ADD attached drawing in its entirety.
- 16. DRAWING P29 IMJIN PARKWAY WL DISTRIBUTION MAIN STA 19+00 TO 29+00:
  - a. ADD attached drawing in its entirety.
- 17. DRAWING P30 IMJIN PARKWAY WL DISTRIBUTION MAIN STA 29+00 TO 37+68.74:
  - a. ADD attached drawing in its entirety.

## MARINA COAST WATER DISTRICT MARINA, CA CIP # RW-0174, REGIONAL URBAN WATER AUGMENTATION PROJECT RECYCLED WATER DISTRIBUTION PIPELINES

## **INVITATION TO BIDDERS**

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, the bid opening for the Regional Urban Water Augmentation Project Recycled Water Distribution Pipelines project will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom application for best reception. There may be limited opportunity to provide verbal comments following the bid opening. Members of the public participating by Zoom will be placed on mute during the bid opening and will be acknowledged only when public comment is allowed after the bids have been opened.

Prior to the meeting, participants should download the Zoom app at: <u>https://zoom.us/download</u>. A link to simplified instructions for use of the Zoom app is at:

https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/

This bid opening may be accessed remotely using the following Zoom link and password: <u>https://us02web.zoom.us/j/89281995961?pwd=MkR2RFc4Y2srK1Z2b2tZR0MycWx2UT09</u> Password: mcwdpipes

Additionally, the bid opening may be accessed remotely using the following phone number and password:

Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 Webinar ID: 892 8199 5961

Sealed Bids for the construction of the **Regional Urban Water Augmentation Project Recycled Water Distribution Pipelines** will be received by the Marina Coast Water District (herein after referred to as MCWD), at <u>284011 Reservation Road4<sup>th</sup> Avenue</u>, Marina, CA 93933, until **2:00 p.m. local time on Wednesday, May 27<del>Tuesday, May 19</del>**, **2020.**, Plan holders will be provided a Zoom meeting invitation **scheduled for 2:00 p.m. local time on Wednesday, May 27**, 2020, at which time the Bids received will be publicly opened and read. The Project consists of constructing approximately 5 miles of 8-inch diameter to 16-inch diameter ductile iron and polyvinyl chloride recycled water and potable water pipeline in paved and non-paved roadways and easements, connecting to existing pipelines, pipeline valves and appurtenances, a guided auger bore trenchless roadway crossing, five-twelve pressure reducing stations, and roadway paving for a complete in-place operational system.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: MCWD Engineering Office, 2840 4<sup>th</sup> Avenue, Marina, CA 93933, point of contact: **Don Wilcox, PE, Ph. (831) 883-5935 or email DWilcox@mcwd.org**. The primary

#### Regional Urban Water Augmentation Project CIP #RW-0174 Do

Document 00 11 00

point of contact for all technical questions related to the project during bidding is Jonathon Marshall and secondary point of contact is Andrew Coulter. All questions must be submitted in writing to JPMarshall@carollo.com and copied to ACoulter@carollo.com. Prospective Bidders may confirm their questions are received by calling the point of contact at (925) 932-1710. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of 8:00 a.m. to 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office online at www.mcwd.org.

Bidding Documents also may be examined at the Central Coast Builder's Exchange Plan Room, 242 E Romie Ln, Salinas, CA 93901; (831) 883-3933.

Hard copies of the Bidding Documents are not available for purchase; the Bidding Documents are only available as a free download from the Issuing Office website at <u>www.mcwd.org</u>. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A mandatory pre-bid conference will be held at **10:00 a.m.** local time on **Wednesday February 19, 2020** at the MCWD Administration Office, 11 Reservation Road, Marina, CA 93933. At least one site visit to MCWD's Reservoir 2 is mandatory. See Section 002100 - Instructions to Bidders for options to perform a site visit to Reservoir 2. Bids will not be accepted from any bidder who did not attend the Pre-Bid Conference and perform a site visit to MCWD's Reservoir 2.

The Project will be funded in whole or in part by the following funding sources in addition to District funds:

• Drinking Water State Revolving Fund (SRF) and Proposition 1 Ground Water (Prop 1)

Bids must comply with all requirements associated with these funding sources, including, but not limited to, USEPA Disadvantaged Business Enterprise compliance and American Iron and Steel. In addition, the successful Bidder will be required to comply with all requirements associated with the SRF and Prop 1 funding in carrying out the Project.

Since this Project is funded in whole or in part with SRF funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. A copy of these wage rates is available on-line at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. If there is a difference between the State and Federal rates, the higher of the two rates must be paid. Attention is directed to the SRF Funding Requirements section of the Contract Documents.

Each bidder shall be a California licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: A (General Engineering) or C-34 (Pipeline). In addition, the successful bidder will be required to self-perform at least 50% of the work.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner:	Marina Coast Water District
Ву:	Michael Wegley, PE
Title:	District Engineer
Pub. Date:	February 5 & 8, 2020

+ + END OF INVITATION TO BIDDERS + +

## **INSTRUCTIONS TO BIDDERS**

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#### **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
  - A. *Issuing Office* The office from which the Bidding Documents are to be issued, which is the MCWD Engineering Office, 2840 4<sup>th</sup> Avenue, Marina, CA 93933.

#### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office on the website www.MCWD.org in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

#### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
  - A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state or other contractor license number, if applicable.
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit within 3 business days following the bid opening the following additional information:
  - A. Disadvantaged Business Enterprise documentation not required at the time of bid opening.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

# ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas* 
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of

materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

B. See Section 01140 - Work Restrictions, for constraints on site access, sequencing and scheduling of work.

#### 4.02 Existing Site Conditions

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- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 Site Visit and Testing by Bidders

A. It is mandatory for bidders to perform at least one site visit to MCWD's Reservoir 2 to be considered a responsive bidder.

- 1. MCWD will host Reservoir 2 site visits for perspective bidders immediately after the prebid meeting, at 2:00 PM local time on Wednesday, March 4, 2020, or by appointment. Contact Don Wilcox at (831) 883-5935 for arranging a site visit by appointment.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.04 Owner's Safety Program
  - A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.05 Other Work at the Site
  - A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

#### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
  - A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
  - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions,

especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 6 – PRE-BID CONFERENCE

6.01 A mandatory pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing as stated in the invitation or advertisement to bid. Questions must be received by 5:00 p.m. local time on Friday, May 8May 15, 2020. Questions received after this date may not be answered. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda and posted by the Issuing Office online at

#### Document 00 21 00

www.mcwd.org. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% (ten percent) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 calendar days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven calendar days after the Effective Date of the Contract or 90 calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven calendar days after the Bid opening.

#### ARTICLE 9 – CONTRACT TIMES

9.01 The number of calendar days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 calendar days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's

decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within three business days after Bid opening, submit to Owner qualifications information for the Subcontractors or Suppliers proposed for the following portions of the Work: Paving and Guided Auger Boring.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will <u>not</u> constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

#### ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### ARTICLE 14 – BASIS OF BID

- 14.01 Unit Price
  - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. Bid Alternates will not be used for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.
- B. If the Owner includes reimbursement allowances, the allowance value will be pre-entered in the Bid Form.

#### ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to <u>Marina Coast Water District</u>, <u>11 Reservation Road</u>2840 4<sup>th</sup> Avenue, Marina, CA 93933, ATTN: District Engineer.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 17 – OPENING OF BIDS

**17.01** Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

A. Plan holders will be provided with a Zoom meeting invitation prior to the Opening of Bids. Non-plan holders may contact the MCWD Engineering Office point of contact per Section 00 11 00 to receive a Zoom meeting invitation.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
  - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
  - C. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 calendar days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten

Document 00 21 00

calendar days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### ARTICLE 22 – SALES AND USE TAXES (NOT USED)

#### **ARTICLE 23 – RETAINAGE**

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Supplemental Conditions.

#### **ARTICLE 24 – PREVAILING WAGE**

24.01 The Work is subject to California State prevailing wage requirements as set forth in the Supplementary Conditions, and Federal (Davis-Bacon Act) prevailing wage requirements as set forth in Section 00 73 50, State Revolving Fund and Proposition 1 Funding Requirements<sup>AD1</sup>

#### **ARTICLE 25 – DISADVANTAGED BUSINESS ENTERPRISES**

- 25.01 Bidders must document a Good Faith Effort to hire Disadvantaged Business Enterprises (DBE) for this project, per the requirements set forth in Section 00 73 50, State Revolving Fund and Proposition 1 Funding Requirements.
- 25.02 A DBE minimum participation goal has not been established for this project.

#### **ARTICLE 26 – DISQUALIFIED BUSINESSES**

26.01 State and Federally Disqualified Business are prohibited from participating in this project, as set forth in Section 00 73 50, State Revolving Fund and Proposition I Funding Requirements.

#### END OF DOCUMENT

## **BID FORM**

## CIP # RW-0174, REGIONAL URBAN WATER MANAGEMENT PROJECT RECYCLED WATER DISTRIBUTION MAINS PROJECT

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#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

#### Marina Coast Water District

**11 Reservation Road** 2840 4<sup>th</sup> Avenue

#### Marina, CA 93933

#### **ATTN: District Engineer**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 calendar after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

- 4.01 Bidder certifies that:
  - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
    - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
    - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Shall not exceed 5% of Total of All Unit Price Bid Items)	LS	1		
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation, pursuant to California Labor Code §6707 and Section 02260.	LS	1		
3	Stormwater Pollution Prevention	LS	1		
4	Traffic Management	LS	1		
5	Locating and Verifying Concealed existing Utilities per Section 01350	LS	1		
6	Blow-off Assemblies	EA	<b>25</b> <del>21</del>		
7	Combination Air/Vacuum Valves	EA	<b>24</b> <del>19</del>		
8	8" Isolation Valves (Gate)	EA	17		
9	12" Isolation Valves (Gate)	EA	<b>14<del>10</del></b>		
10	Beach Road: 8-inch Pipeline (Ductile Iron)	LF	164		
11	Beach Road: Pressure Reducing Station	LS	1		
12	Beach Road: 8-inch Pipeline (PVC)	LF	3,790		
13	Beach Road: Slurry Seal	SY	11,273		
14	Beach Road: Pavement Striping	LS	1		
15	Potable Water Pipeline: Beach Road from Del Monte Blvd to De Forest Rd (PVC)	LF	2,748		
16	Potable Water Pipeline: Beach Road Blow-off Assemblies	EA	4		
17	Potable Water Pipeline: Beach Road Combination Air/Vacuum Valves	EA	4		
18	Potable Water Pipeline: Beach Road 12" Isolation Valves (Gate)	EA	5		
19	Potable Water Pipeline: From Reservoir 2 to Crescent Ave (PVC)	LF	518		
20	Potable Water Pipeline: Reservoir 2 to Crescent Ave Blow-off Assemblies	EA	1		

## Regional Urban Water Augmentation Project

CIP #RW-0174 Docum			Estimated	Marina Coast Water Dist Bid Unit	
No.	Description	Unit	Quantity	Price	Bid Price
21	Potable Water Pipeline: Reservoir 2 to Crescent Ave Combination Air/Vacuum Valves	EA	1		
22	Potable Water Pipeline: Reservoir 2 to Crescent Ave 12" Isolation Valves (Gate)	EA	4		
23	Carmel Avenue: 8-inch Pipeline (Ductile Iron)	LF	120		
24	Carmel Avenue: Pressure Reducing Station	LS	1		
25	Carmel Avenue: 8-inch Pipeline (PVC)	LF	2,615		
26	Carmel Avenue: Slurry Seal	SY	13,753		
27	Carmel Avenue: Pavement Striping	LS	1		
28	Marina Heights Drive: 16-inch Pipeline (Ductile Iron)	LF	240		
29	Marina Heights Drive: Pressure Reducing Station	LS	1		
30	Marina Heights Drive: Slurry Seal	SY	553		
31	Marina Heights Drive: Pavement Striping	LS	1		
32	Abrams Drive <b>&amp; Imjin Parkway <del>North</del> <del>of Imjim Parkway</del>: 12-inch Pipeline (DIP)</b>	LF	<b>4,563</b> -953		
33	Abrams Drive North of Imji <mark>nm</mark> Parkway: Slurry Seal	SY	4,469		
34	Abrams Drive North of Imji <mark>nm</mark> Parkway: Pavement Striping	LS	1		
35	Potable Water Pipeline: Imjin Parkway: 12-inch Pipeline	LF	2,768		
36	Potable Water Pipeline: Imjin Parkway Blow-off Assemblies	EA	3		
37	Potable Water Pipeline: Imjin Parkway Combination Air/Vacuum Valves	EA	3		
38	Potable Water Pipeline: Imjin Parkway 12-inch Isolation Valves (Gate)	EA	6		
3 <mark>95</mark>	Pressure Test and Disinfect Existing Pipeline in UCMBEST Property	LS	1		
40 <del>36</del>	Blanco Road: 12-inch Pipeline (PVC)	LF	584		
41 <del>37</del>	Allowance for sensitive plant species restoration on Blanco Road	ALW	1	\$20,000.00	\$20,000.00
42 <del>38</del>	Blanco Road: Launching Shaft for Guided Auger Boring Installation	LS	1		

## Regional Urban Water Augmentation Project

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
<b>43</b> 39	Blanco Road: Guided Auger Boring Casing Pipeline Installation	LF	418		
4 <b>4</b> 0	Blanco Road: Guided Auger Boring Carrier Pipeline Installation (PVC)	LF	418		
4 <b>5</b> 1	Reservation Road: Receiving Shaft for Guided Auger Boring Installation	LS	1		
4 <mark>62</mark>	Reservation Road: 12-inch Pipeline (PVC)	LF	5,163		
4 <b>7<del>3</del></b>	Reservation Road: 2.5-inch Grind and Inlay	SY	8,402		
4 <b>84</b>	Reservation Road: Pavement Striping	LS	1		
4 <mark>95</mark>	9th Street: 8-inch Pipeline (Ductile Iron)	LF	78		
<b>50</b> 46	9th Street: Pressure Reducing Station	LS	1		
51 <del>47</del>	9th Street: 8-inch Pipeline (PVC)	LF	975		
52 <del>48</del>	9th Street: Slurry Seal	SY	3,136		
<b>53</b> 49	9th Street: Pavement Striping	LS	1		
5 <mark>40</mark>	Coe Avenue: 8-inch Pipeline (Ductile Iron)	LF	2,043		
5 <mark>5</mark> 4	Coe Avenue: Pressure Reducing Station	LS	1		
5 <mark>62</mark>	Coe Avenue: 8-inch Pipeline (PVC)	LF	1,127		
5 <b>7</b> 3	Coe Avenue: Slurry Seal	SY	12,560		
5 <mark>84</mark>	Coe Avenue: Pavement Striping	LS	1		
59	Patton Parkway Turnout: Pressure Reducing Station	LS	1		
60	5th Street Turnout: Pressure Reducing Station	LS	1		
61	5th Street Turnout (2): Pressure Reducing Station	LS	1		
62	5th Street Turnout (3): Pressure Reducing Station	LS	1		
63	Engineer Lane Turnout: Pressure Reducing Station	LS	1		
64	General Jim Moore Boulevard (GJMB) Turnout: Pressure Reducing Station	LS	1		
65	GJMB Golf Course Turnout: Pressure Reducing Station	LS	1		
66 <del>55</del>	Reimbursement Allowance for City of Marina Encroachment Permit Fee	ALW	1	\$70,000.00	\$70,000.00

Regional Urban Water Augmentation Project

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
67 <del>56</del>	Reimbursement Allowance for Monterey County Encroachment Permit Fee	ALW	1	\$20,000.00	\$20,000.00
68 <del>57</del>	Reimbursement Allowance for City of Seaside Encroachment Permit Fee	ALW	1	\$15,000.00	\$15,000.00
69 <del>58</del>	Reimbursement Allowance for Business Licenses from Cities and County	ALW	1	\$25,000.00	\$25,000.00
70 <del>59</del>	Potential Installation of 1-inch Service per Detail W-1	EA	2		
71 <del>60</del>	Potential Installation of 4-inch Service	EA	2		
72 <del>61</del>	Contingency Allowance for Unknown Utility Conflicts	ALW	1	\$50,000.00	\$50,000.00
73 <del>62</del>	All work required to be completed for the project that is not included in the previous bid items	LS	1		
Totalo	of All Unit Price Bid Items (in numbers):	\$			

ALW = Allowance, LF = Linear Feet, LS = Lump Sum, SY = Square Yards

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## 5.02 Bid Alternatives

- A. Bidder offers to make, at the bid alternate prices following, the changes in the Work covered by the Unit Prices that are specified in the bid alternates priced below.
- B. It is understood that:
  - 1. All bid alternate prices must be filled in.
  - 2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
  - 3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
  - 4. The acceptance or rejection of one or more bid alternates will not affect the Lump Sum Bid Price, nor other conditions of this Bid, nor the price of other accepted bid alternates.

Document 00 41 00

- 5. The addition or deduction shown herein for each bid alternate is the net addition or net deduction that is to be applied to the Lump Sum Bid Price of the undersigned if the bid alternate is accepted by Owner.
- 6. The Contract Price shall be the net amount determined by applying the bid alternate prices of all accepted bid alternates to the Total Unit Price Bid.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The items listed in Document 00 43 93, Bid Submittal checklist, are submitted with and made a condition of this Bid.

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

By: [Signature]	
[Printed name] (If Bidder is a corpor evidence of authorit	ration, a limited liability company, a partnership, or a joint venture, attach y to sign.)
Attest: [Signature]	
[Printed name]	
Title:	
Submittal Date:	
Address for giving n	otices:

Regional Urban Water Augmentati	on Project	
CIP #RW-0174	Document 00 41 00	Marina Coast Water District
Talanhana Numbari		
Telephone Number:		
Fax Number:		
Contact Name and e-mail address:		
Bidder's License No.:		

(where applicable)

## **BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER	(Name and Address):		
Mai	rina Coast Water District		
	Reservation Road		
Mar	rina, CA 93933		
BID			
Bid	Due Date: <del>May 19</del> May 27, 2020		
Des	cription: CIP # RW-0174, REGIONAL URBAN	WATER A	UGMENTATION PROJECT
	RECYCLED WATER DISTRIBUTION PI	IPELINES	
	MARINA COAST WATER DISTRICT		
BOND			
Bor	nd Number:		
Dat			
Pen	al sum		\$
	(10% (ten percent) of the Total Bid	Value. in	
Surety a	nd Bidder, intending to be legally bound herek		
	Bond to be duly executed by an authorized off	•	
BIDDER		SURETY	•
DIDDEN	(Seal)	JONETT	(Seal)
Biddor's	Name and Corporate Seal	Surpty's	Name and Corporate Seal
Didder 3		Surcey 5	
By:		By:	
-,-	Signature	/ .	Signature (Attach Power of Attorney)
	Print Name	-	Print Name
	Title	-	Title
Attest:		Attest:	
	Signature	-	Signature
	Title		Title
Note: Ad	ldresses are to be used for giving any required	notice.	

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 calendar days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# AGREEMENT BETWEEN MARINA COAST WATER DISTRICT

## AND \_\_\_\_\_

# FOR THE REGIONAL URBAN WATER AUGMENTATION PROJECT RECYCLED WATER DISTRIBUTION PIPELINES CIP# RW-0174

THISAGREEMENT is by and between	Marina Coast Water District	("Owner") and
		-

("Contractor").

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project consists of constructing approximately 5 miles of 8-inch diameter to 16-inch diameter ductile iron and polyvinyl chloride recycled water and potable water pipeline in paved and non-paved roadways and easements, connecting to existing pipelines, pipeline valves and appurtenances, a guided auger bore trenchless roadway crossing, five-twelve pressure reducing stations, and roadway paving for a complete in-place operational system.

#### **ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CIP # RW-0174, REGIONAL URBAN WATER AUGMENTATION PROJECT RECYCLED WATER DISTRIBUTION PIPELINES.

#### ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by <u>Carollo Engineers, Inc.</u>, <u>2795 Mitchell Drive, Walnut Creek, CA 94598</u>.
- 3.02 The Owner has retained <u>Carollo Engineers</u> ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence* 
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Contract Times: Days*

A. The Work will be substantially completed within 440270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 470305 calendar days after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. Abrams Drive & Imjin Parkway: Contractor shall pay Owner \$1,500 for each calendar day (or partial calendar day) after the required completion date in Section 01140 until the Work along Abrams Drive is substantially complete.
  - 2. Marina Heights Drive: Contractor shall pay Owner \$1,500 for each calendar day (or partial calendar day) after the required completion date in Section 01140 until the Work in the road of Marina Heights Drive is substantially complete. Work outside the road (such as the pressure reducing station beyond the road curb) is not subject to this liquidated damage.
  - **3.** Beach Road, Carmel Avenue and Coe Avenue: Contractor shall pay Owner \$1,500 for each calendar day (or partial calendar day) Work is done in Beach Road, Carmel Avenue, and Coe Avenue on days before or after the schools summer break period defined in Section 01140.
  - 3.4. California State University: Monterey Bay (CSUMB): Contractor shall pay Owner \$1,500 for each calendar day (or partial calendar day) Work is done in CSUMB facilities on days before or after the schools summer break period defined in Section 01140.
  - **4-5.** Blanco Road and Reservation Road Intersection Receiving Shaft: Contractor shall pay Owner \$500 for each calendar day (or partial calendar day) the receiving shaft is not restored and temporary paved beyond the allowable duration specified in Section 02261.
  - 5.6. Trench Plates: Contractor shall pay Owner \$500 per 20 linear feet of steel plating for each night that steel plating, in excess of 20 linear feet, is left in the public right-of-way.
  - 6.7. Substantial Completion: Contractor shall pay Owner \$<u>5,000</u> for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - **7.8.** Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as

duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner  $\frac{5,000}{5,000}$  for each day that expires after such time until the Work is completed and ready for final payment.

**8.9.** Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price (adjusted for any math errors in the submitted bid form) times the actual quantity of that item):

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Shall not exceed 5% of Total of All Unit Price Bid Items)	LS	1		
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation, pursuant to California Labor Code §6707 and Section 02260.	LS	1		
3	Stormwater Pollution Prevention	LS	1		
4	Traffic Management	LS	1		
5	Locating and Verifying Concealed existing Utilities per Section 01350	LS	1		
6	Blow-off Assemblies	EA	<b>25</b> <del>21</del>		
7	Combination Air/Vacuum Valves	EA	<b>24</b> <del>19</del>		
8	8" Isolation Valves (Gate)	EA	17		
9	12" Isolation Valves (Gate)	EA	<b>14<del>10</del></b>		
10	Beach Road: 8-inch Pipeline (Ductile Iron)	LF	164		
11	Beach Road: Pressure Reducing Station	LS	1		
12	Beach Road: 8-inch Pipeline (PVC)	LF	3,790		
13	Beach Road: Slurry Seal	SY	11,273		
14	Beach Road: Pavement Striping	LS	1		
15	Potable Water Pipeline: Beach Road from Del Monte Blvd to De Forest Rd (PVC)	LF	2,748		

# Regional Urban Water Augmentation Project

	W-0174 Docume				
ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	<b>Bid Price</b>
16	Potable Water Pipeline: Beach Road Blow-off Assemblies	EA	4		
17	Potable Water Pipeline: Beach Road Combination Air/Vacuum Valves	EA	4		
18	Potable Water Pipeline: Beach Road 12" Isolation Valves (Gate)	EA	5		
19	Potable Water Pipeline: From Reservoir 2 to Crescent Ave (PVC)	LF	518		
20	Potable Water Pipeline: Reservoir 2 to Crescent Ave Blow-off Assemblies	EA	1		
21	Potable Water Pipeline: Reservoir 2 to Crescent Ave Combination Air/Vacuum Valves	EA	1		
22	Potable Water Pipeline: Reservoir 2 to Crescent Ave 12" Isolation Valves (Gate)	EA	4		
23	Carmel Avenue: 8-inch Pipeline (Ductile Iron)	LF	120		
24	Carmel Avenue: Pressure Reducing Station	LS	1		
25	Carmel Avenue: 8-inch Pipeline (PVC)	LF	2,615		
26	Carmel Avenue: Slurry Seal	SY	13,753		
27	Carmel Avenue: Pavement Striping	LS	1		
28	Marina Heights Drive: 16-inch Pipeline (Ductile Iron)	LF	240		
29	Marina Heights Drive: Pressure Reducing Station	LS	1		
30	Marina Heights Drive: Slurry Seal	SY	553		
31	Marina Heights Drive: Pavement Striping	LS	1		
32	Abrams Drive North of Imjim Parkway& Imjin Parkway: 12-inch Pipeline (DIP)	LF	<b>4,563</b> <del>953</del>		
33	Abrams Drive North of Imjim Parkway: Slurry Seal	SY	4,469		
34	Abrams Drive North of Imjim Parkway: Pavement Striping	LS	1		
35	Potable Water Pipeline: Imjin Parkway: 12-inch Pipeline	LF	2,768		
36	Potable Water Pipeline: Imjin Parkway Blow-off Assemblies	EA	3		
37	Potable Water Pipeline: Imjin Parkway Combination Air/Vacuum Valves	EA	3		
38	Potable Water Pipeline: Imjin Parkway 12-inch Isolation Valves (Gate)	EA	6		

# Regional Urban Water Augmentation Project

ltem No.	Description	Unit	Estimated	Bid Unit Price	Bid Price
INO.	Prossure Test and Disinfect Existing		Quantity	Price	
3 <mark>95</mark>	Pressure Test and Disinfect Existing Pipeline in UCMBEST Property	LS	1		
40 <del>36</del>	Blanco Road: 12-inch Pipeline (PVC)	LF	584		
<b>41<del>37</del></b>	Allowance for sensitive plant species restoration on Blanco Road	ALW	1	\$20,000.00	\$20,000.00
<b>42</b> 38	Blanco Road: Launching Shaft for Guided Auger Boring Installation	LS	1		
<b>43</b> 39	Blanco Road: Guided Auger Boring Casing Pipeline Installation	LF	418		
4 <b>4</b> 0	Blanco Road: Guided Auger Boring Carrier Pipeline Installation (PVC)	LF	418		
4 <del>51</del>	Reservation Road: Receiving Shaft for Guided Auger Boring Installation	LS	1		
4 <mark>62</mark>	Reservation Road: 12-inch Pipeline (PVC)	LF	5,163		
4 <b>7<del>3</del></b>	Reservation Road: 2.5-inch Grind and Inlay	SY	8,402		
4 <mark>84</mark>	Reservation Road: Pavement Striping	LS	1		
4 <b>9<del>5</del></b>	9th Street: 8-inch Pipeline (Ductile Iron)	LF	78		
<b>50</b> 46	9th Street: Pressure Reducing Station	LS	1		
51 <del>47</del>	9th Street: 8-inch Pipeline (PVC)	LF	975		
52 <del>48</del>	9th Street: Slurry Seal	SY	3,136		
<b>53</b> 49	9th Street: Pavement Striping	LS	1		
5 <mark>40</mark>	Coe Avenue: 8-inch Pipeline (Ductile Iron)	LF	2,043		
5 <mark>5</mark> 4	Coe Avenue: Pressure Reducing Station	LS	1		
5 <mark>62</mark>	Coe Avenue: 8-inch Pipeline (PVC)	LF	1,127		
5 <b>7<del>3</del></b>	Coe Avenue: Slurry Seal	SY	12,560		
5 <mark>84</mark>	Coe Avenue: Pavement Striping	LS	1		
59	Patton Parkway Turnout: Pressure Reducing Station	LS	1		
60	5th Avenue Turnout: Pressure Reducing Station	LS	1		
61	5th Avenue Turnout (2): Pressure Reducing Station	LS	1		
62	5th Avenue Turnout (3): Pressure Reducing Station	LS	1		
63	Engineer Lane Turnout: Pressure	LS	1		

**Regional Urban Water Augmentation Project** 

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	Reducing Station				
64	General Jim Moore Boulevard (GJMB) Turnout: Pressure Reducing Station	LS	1		
65	GJMB Golf Course Turnout: Pressure Reducing Station	LS	1		
66 <del>55</del>	Reimbursement Allowance for City of Marina Encroachment Permit Fee	ALW	1	\$70,000.00	\$70,000.00
67 <del>56</del>	Reimbursement Allowance for Monterey County Encroachment Permit Fee	ALW	1	\$20,000.00	\$20,000.00
68 <del>57</del>	Reimbursement Allowance for City of Seaside Encroachment Permit Fee	ALW	1	\$15,000.00	\$15,000.00
69 <del>58</del>	Reimbursement Allowance for Business Licenses from Cities and County	ALW	1	\$25,000.00	\$25,000.00
70 <del>59</del>	Potential Installation of 1-inch Service per Detail W-1	EA	2		
71 <del>60</del>	Potential Installation of 4-inch Service	EA	2		
72 <del>61</del>	Contingency Allowance for Unknown Utility Conflicts	ALW	1	\$50,000.00	\$50,000.00
73 <del>62</del>	All work required to be completed for the project that is not included in the previous bid items	LS	1		
Totalo	of All Unit Price Bid Items (in numbers):	\$			

ALW = Allowance, LF = Linear Feet, LS = Lump Sum, SY = Square Yards, EA = Each

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

# 5.02 Bid Alternatives

- A. Bidder offers to make, at the bid alternate prices following, the changes in the Work covered by the Unit Prices that are specified in the bid alternates priced below.
- B. It is understood that:
  - 1. All bid alternate prices must be filled in.
  - 2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.

- 3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
- 4. The acceptance or rejection of one or more bid alternates will not affect the Lump Sum Bid Price, nor other conditions of this Bid, nor the price of other accepted bid alternates.
- 5. The addition or deduction shown herein for each bid alternate is the net addition or net deduction that is to be applied to the Lump Sum Bid Price of the undersigned if the bid alternate is accepted by Owner.
- 6. The Contract Price shall be the net amount determined by applying the bid alternate prices of all accepted bid alternates to the Total Unit Price Bid.

## **ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage* 
  - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
    - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
      - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
      - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the legal rate unless otherwise specified according to California law.

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

- 9.01 Contents
  - A. The Contract Documents consist of the following:
    - 1. This Agreement.
    - 2. Performance bond.
    - 3. Payment bond.
    - 4. General Conditions.
    - 5. Supplementary Conditions.
    - 6. Specifications as listed in the table of contents of the Project Manual.
    - Drawings (not attached but incorporated by reference) consisting of <u>58</u> sheets with each sheet bearing the following general title: <u>Regional Urban Water Augmentation</u> <u>Project Recycled Water Distribution Mains, Capital Improvement Program Potable</u> <u>Water Mains Beach Road, and Capital Improvement Program Potable Water Mains</u> <u>Reservoir 2 to Crescent Ave</u>.
    - 8. Typical Details listed or incorporated into the Project Manual.
    - 9. Addenda (numbers <u>1</u> to <u>X</u>, inclusive).
    - 10. Exhibits to this Agreement (enumerated as follows):
      - a. List of Project References (00 45 12)
      - b. Designation of Subcontractors (00 45 14)
      - c. List of Manufacturers (0045 16)
      - d. Designation of Insurance Agent or Broker (00 45 18)
      - e. Stop Notice Information (00 45 20)
      - f. Non-Collusion Declaration (00 45 22)
      - g. Prevailing Wage (00 45 24)
      - h. Public Works Contractor Registration Certification (00 45 26)
      - i. Local Hiring for Public Works (00 45 28)<sup>AD1</sup>
      - j. Iran Contracting Act Certification (00 45 30)
      - k. American Iron and Steel Certification (00 45 32)
      - I. Anti-Lobbying Certification (00 45 34)
      - m. DBE Good Faith Efforts Verification (00 45 36)

- n. Bidder's List (00 45 38)
- o. State Revolving Fund and Proposition 1 Funding Requirements (00 73 50).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- 12. The standard Plans and Specifications of the Marina Coast Water District, dated November 2007 (not attached but incorporated by reference).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

#### ARTICLE 10 – MISCELLANEOUS

- 10.01 Terms
  - A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 10.02 Assignment of Contract
  - A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.03 Successors and Assigns
  - A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
  - A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 10.06 In accordance with Section 1775, California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than \$50 for each calendar 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 California Department of Industrial Relations for the Work.
- 10.07 In the performance of the Work, a day's work shall be 8 hours of labor in any workday and 40 hours in any work week and any other work as required by Section 510, California Labor Code, and Contractor shall further conform to the requirements of Section 1813, California Labor Code, or forfeit to Owner, as a penalty, the sum of \$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 8 hours in any workday or more than 40 hours in any 1 calendar week in violation of Section 510.
- 10.08 Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by Section 3700, California Labor Code.
- 10.09 Pursuant to California Labor Code Section 6705, excavation of any trench or trenches 5 feet or more in depth, involving estimated expenditures in excess of \$25,000 shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection prepared by a registered civil or structural engineer.
- 10.10 *Contractor registration:* 
  - A. Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 10.11 Pursuant to Section 1770 et seq., California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rate is on file at the offices of the Owner, which copy will be made available for examination during business hours to any party on request.

- 10.12 Contractor, by signing this Agreement, certifies the following: "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."
- 10.13 Nothing in this Agreement shall prevent Contractor or any Subcontractor from employing properly registered apprentices in the execution of the Agreement. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 for all apprenticeable occupations.
- 10.14 Other Provisions
  - A. Owner stipulates that the General Conditions that are made a part of this Contract are the EJCDC<sup>®</sup> C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee<sup>®</sup>, with modifications made solely in the Supplementary Conditions.
  - B. Since this Project is funded in whole or in part with SRF funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. As between the State and Federal rates, the higher of the two rates must be paid. Attention is directed to the SRF Funding Requirements section of the Contract Documents.

Regional Urban Water Augmentation Pr	roject	
CIP #RW-0174	Document 00 52 00	Marina Coast Water District
IN WITNESS WHEREOF, Owner and Con	tractor have signed this Agreer	ment.
This Agreement will be effective on	(which is the Effective	e Date of the Contract).
OWNER:	CONTRACTOR:	
Ву:	Ву:	
Title: General Manager	Title:	
		a corporation, a partnership, or a joint evidence of authority to sign.)
Attest:	Attest:	
Title:	Title:	
Address for giving notices:	Address for giv	ing notices:
Marina Coast Water District		
11 Reservation Road		
Marina, CA 93933		
	License No.:	
		(where applicable)

## SUPPLEMENTARY CONDITIONS

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#### I. General

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, Document 00 72 00 (EJCDC<sup>®</sup> C-700, 2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

#### II. Specific Items

#### **ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

- SC-1.01 Defined Terms
- SC-1.01.A.28 Add the following sentence to the end of Paragraph 1.01.A.29: The Terms "Owner", "District" and "MCWD" shall be used interchangeably and shall have the same meaning.

#### **ARTICLE 2 – PRELIMINARY MATTERS**

- SC-2.02 Copies of Documents
- SC-2.02.A. Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:
  - A. Owner shall furnish to Contractor 5 copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

#### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

- SC-3.01 Intent
- SC-3.01.F Add the following new paragraphs immediately after Paragraph 3.01.E:
  - F. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
    - 1. Change Orders, Field Orders or Work Change Directives
    - 2. Permits from Agencies having jurisdiction
    - 3. Addenda
    - 4. SRF and Proposition 1 Funding Requirements (Document 00 73 50)
    - 5. Supplementary Conditions (Document 00 73 00)

CIP #RW-0174		Ďoo	cument 00 73 00	Marina Coast Water District
	6.	Technical Specifications	Divisions 01 to 17)	

- 7. Drawings
- 8. Agreement (Document 00 52 00)
- 9. General Conditions (Document00 72 00)
- 11. Contractor's Bid Forms (Documents 00 41 00 to 00 45 38)
- 12. Standard Specifications
- 13. Standard Plans (Drawings)
- 14. Reference Documents
- G. With respect to the Drawings, the order of precedence shall be as follows:
  - 1. Figures govern over scaled dimensions
  - 2. Detail drawings govern over general drawings
  - 3. Addenda, Change Orders, Field Orders or Work Change Directives govern over Contract Drawings, with the most recent governing over earlier changes
  - 4. Contract Drawings govern over Standard Drawings
  - 5. Contract Drawings govern over Shop Drawings

# ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

- SC-5.02 Use of Site and Other Areas
- *SC-5.02* Add the following new paragraphs immediately after Paragraph 5.02.D
  - D. Contractor shall submit copies of all agreements made with property owners for property use related to this project such as material and/or equipment storage, material disposal, etc.
- SC-5.03 Subsurface and Physical Conditions
- SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:
  - C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
    - 1. Report dated August 7, 2007, prepared by ENGEO Inc, Consulting Engineers, San Ramon, Ca., entitled: "Geotechnical Exploration, Marina Coast Water District, Regional Urban Water Augmentation Project, Marina, Ca.".
    - 2. Report dated October 23, 2006, prepared by ENGEO Inc, Consulting Engineers, San Ramon, Ca., entitled: "Preliminary Trenching Evaluation."
    - Report dated June 28, 2019, prepared by Crawford & Associates, Inc., Sacramento, Ca., entitled: "Final Geotechnical Report, Marina Coast Water District, Regional Urban Water Augmentation Project - Distribution Mains."

- D. Drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) that are known to Owner are attached as Appendices.
  - 1. None of the contents is Technical Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at <u>Marina Coast Water</u> <u>District, Engineering Office, 2840 4<sup>th</sup> Avenue, Marina, CA 93933</u>, during regular business hours, or may request copies from Engineer.
- SC-5.06 Hazardous Environmental Conditions
- SC 5.06.A Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:
  - A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
  - B. Not Used.
- SC 5.06.1 Delete Paragraph 5.06.1 in its entirety.
- SC-5.07 Environmental Reports

Add the following new subparagraphs immediately before Article 6:

SC-5.07 Environmental Reports

- A. Environmental Report(s) have been prepared for this project under the California Environmental Quality Act (CEQA), as listed below. Contractor shall familiarize himself with these reports and implement the applicable mitigation measures during construction as outlined therein.
  - 1. Report dated November 2005, prepared by Denise Duffy & Associates, Inc., Monterey, CA, entitled: "Initial Study / Negative Declaration for the Marina Station Property Annexation", consisting of 36 pages.
  - Report dated October 2006, prepared by Denise Duffy & Associates, Inc., Monterey, Ca, entitled: "Regional Urban Recycled Water Project, and Addendums No. 1, No. 2, and No. 3 to the Environmental Impact Report."
- B. Copies of reports itemized in SC-5.07.A that are not included with Bidding Documents may be examined at <u>Marina Coast Water District, Engineering Office, 2840 4th Ave,</u> <u>Marina, CA 93933</u> during regular business hours. These reports are not part of the Contract Documents, but the controls and mitigation measures contained therein which are required for performance of the Work are incorporated therein by reference.

#### **ARTICLE 6 – BONDS AND INSURANCE**

#### SC-6.02 Insurance—General Provisions

SC-6.02.A Replace 6.02.A with the following text:

" Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions".

SC-6.02.B Delete the words "Owner or" in first sentence of 6.02.B.

SC-6.02.C Add the following paragraph immediately after Paragraph 6.02.C:

- All insurance shall be provided on policy forms acceptable to the Owner (Accord Form 25-S or equivalent), signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Each policy shall contain a cross liability or severability of interest clause or endorsement.
- SC-6.02.D Delete paragraph 6.02.D in its entirety.
- SC-6.02.E Delete paragraph and replace with following text:

"Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance."

- SC-6.02.1 Delete paragraph 6.021 in its entirety.
- SC-6.03 Contractor's Insurance
- SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:
  - K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
    - 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:		Statutory
Federal, if applicable (e.g., Longshoreman's):		Statutory
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	\$	N/A
Bodily injury by disease, aggregate	\$	N/A
Employer's Liability:		
Bodily injury, each accident	\$	2,000,000.00
Bodily injury by disease, each employee	\$	2,000,000.00
Bodily injury/disease aggregate	\$	2,000,000.00
For work performed in monopolistic states, stop- gap liability coverage shall be endorsed to either the worker's compensation or commercial general	·	
liability policy with a minimum limit of:	\$	N/A
Foreign voluntary worker compensation		Statutory

174	Document 00 73 00	Marina Coast Water District
2.	Contractor's Commercial General Liability unde the General Conditions:	r Paragraphs 6.03.B and 6.03.0 of
	General Aggregate	\$ 5,000,000.00
	Products - Completed Operations Aggregate	\$ 5,000,000.00
	Personal and Advertising Injury	\$ 5,000,000.00
	Each Occurrence (Bodily Injury and Property Damage)	\$ 5,000,000.00
3.	Automobile Liability under Paragraph 6.03.D. of	the General Conditions:
	Bodily Injury:	
	Each person	\$ 2,000,000.00
	Each accident	\$ 2,000,000.00
	Property Damage:	
	Each accident	\$ 2,000,000.00
4.	Excess or Umbrella Liability:	
	Per Occurrence	\$ 2,000,000.00
	General Aggregate	\$ 2,000,000.00
5.	Contractor's Pollution Liability:	
	EachOccurrence	\$ 2,000,000.00
	General Aggregate	\$ 2,000,000.00
	If box is checked, Contractor is not requestion Pollution Liability insurance under this C	-
6.	Additional Insureds: In addition to Owner an insureds the following:	d Engineer, include as additional

- a. Owner's Construction Manager Harris & Associates
- b. City of Marina, CA
- c. City of Seaside, CA
- d. California State University Monterey Bay
- e. County of Monterey

#### Document 00 73 00

Marina Coast Water District

f. Monterey Bay Education, Science and Technology Center (MBEST Center)

- g. University of California
- h. The Regents of the University of California
- ih. University of California, Santa Cruz
- 7. Contractor's Professional Liability:

Each Claim	\$ _2,000,000.00
Annual Aggregate	\$ 2,000,000.00

- 8. All insurance maintained by the Contractor shall include coverage for work in and around areas of with munitions and explosives of concern, or claims, damage or injury which arise from munitions or explosives of concern.
- SC-6.03.C In 6.03C.7, remove the following text:

"; or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent".

- SC-6.05 Property Insurance
- SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:
  - a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
    - 1. Owner's Inspector or Construction Manager Harris and Associates
    - 2. City of Marina, CA
    - 3. City of Seaside, CA
    - 4. California State University
    - 5. County of Monterey
    - 6. University of California

7. University of California Monterey Bay Education Science and Technology (UCMBEST)

8. The California State Water Resources Control Board (SWRCB), its officers, its agents, employees, and servants.

- SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:
  - 17. include by express endorsement coverage of damage to Contractor's equipment.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

- SC-7.02 Labor; Working Hours
- SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:
  - 1. Owner's legal holidays are:

- b. Martin Luther King Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Weekend (Thursday and Friday)
- i. Working Day immediately preceding Christmas Day
- j. Christmas Day

# SC-7.08 Permits

- SC-7.08 Add the following new subparagraph immediately after Paragraph 7.08.A:
  - B. The Owner shall provide the following permits:
    - 1. CEQA Environmental Documentation
    - 2. USACE Nationwide Permit
    - 3. Construction easement / right of entry
- SC-7.10 Laws and Regulations
- SC-7.10 Add the following new paragraphs immediately after Paragraph 7.10.C:
- 7.10.D. Public Contract Provisions
  - 1. The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Section 1170 through Section 1815 of that Code. Those requirements are set forth below.
  - 2. Payment of Prevailing Wages
    - a. Pursuant to Sections 1774 and 1775 of the Labor Code, unless the contract price is under \$1,000.00, the Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this Contract. Failure to so comply will result in a fine of \$25.00 per day per violation, and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.
    - b. Pursuant to Section 1773.2 of the California Labor Code, the District has on file at its principal office, copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request.

- c. The Contractor shall obtain and post copies of the prevailing per diem wage rates at the job site during the term of this project.
- d. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractor in connection with the project, and such other information as required by law, and such payroll records shall be certified and made available for inspection and release all in accordance with Labor Code Section 1776 and 8 California Code of Regulations Section 16000 et seq. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The Contractor shall file with the District certified copies of its and all its subcontractors' payroll records within thirty (30) calendar days after completion of each payroll period at no cost to the District.
- e. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations thirty (30) days prior to the call for bids.
- f. Unless the Contract amount is under \$30,000 or will be completed in less than twenty (20) days (or if this Contract involves a specialty contractor under \$2,000 or less than 5 days) the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to appreciable crafts or trades as applicable under Section 1777.5.
- g. The Contractor shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under this contract by the Contractor or by any subcontractor under the Contractor. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Labor Code Section 1775.
- h. Required California Department of Industrial Relations provisions:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- i. The Contractor certifies that the Contractor and all subcontractors for this public works project have been registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- j. The District shall not recognize any claim for additional compensation from the Contractor because of the payment by the Contractor of any wage rate in excess of the prevailing rate of per diem wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not, under any circumstances, be considered as the basis of a claim against the District under this contract.
- 3. Hours of Labor
  - a. Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any subcontractor in excess of eight hours per day, and forty hours in any one week, shall be compensated at not less than one and one-half times their basic rate of pay. Violation of this condition shall result in a penalty of \$25.00 per day per workman so underpaid.
- 4. Unidentified Utilities Costs (Government Code 4215)
  - The District shall be responsible for the timely removal, relocation, or protection of a. existing main or trunk line utility facilities located on the construction site, if such utilities are not identified in the plans and specifications for the work. The Contractor shall be compensated for his actual costs of locating, repairing damage not due to his failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. If the Contractor discovers utility facilities not identified in the contract plans or specifications, he shall immediately notify the District and the utility in writing. The Contractor shall not be assessed liquidated damages for delay if caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. The District shall provide a layout of all main lines and existing service laterals. The Contractor shall exercise due care in verifying the locations provided by the District and shall notify the District of site conditions that differ from those indicated.
- 5. Dispute Resolution Procedures for Claims of Less Than \$375,000
  - a. Sections 20104 20104.6 of the Public Contract Code set forth required procedures for the parties to resolve claim disputes involving less than \$375,000, including the presentation of written claims with substantiating documents on or before the date of final payment, requests for additional documentation, time limits for responding to written claims, and requiring a conference to meet and confer; and also relating to filing a claim before suit, and required arbitration provisions in the event of a civil action filed to resolve the claim. All of such procedures, time limits and requirements shall be complied with if such Code sections are applicable to disputed claim.

- 6. Assignment of Antitrust/Unfair Business Practice Claims
  - a. Pursuant to Public Contract Code Section 7103, Contractor and any subcontractors supplying goods, services or materials under this contract agree to assign District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract or the subcontract.
- 7. Substitution of Securities for Retention. Pursuant to Public Contract Code Section 22300 and upon Contractor's request, the District will make payments into escrow of funds which would otherwise be retained from progress payments under the payments to contractor provisions in the Agreement and the Supplementary and General Conditions if the Contractor deposits into that escrow securities eligible for investment under Public Contract Code Section 22300 (hereafter collectively referred to as "securities"), upon the following terms and conditions:
  - a. The escrow agent shall be either the District Treasurer or a state or federal chartered bank acceptable to the District.
  - b. The Contractor shall bear all expenses of the District and of the escrow agent in connection with the escrow.
  - c. The fair market value of the securities shall be at least equal to 100 percent of the cash amount withheld as retention under the contract and the amount of the required securities shall be adjusted from time to time based upon changes in the fair market value of the securities on deposit with the escrow agent. Such securities shall be valued by the District Treasurer whose decision on valuation of the securities shall be final.
  - d. The Contractor shall enter into an escrow agreement substantially similar in form to that prescribed in Public Contract Code Section 22300.
  - e. The Contractor shall obtain the written consent to the escrow agreement of the surety or sureties furnishing Contractor with its performance and payment bonds.

## SC-7.12 Safety and Protection

- SC-7.12 Add the following new paragraphs after paragraph 7.12.G:
  - H. In carrying out his/her work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but shall not be limited to, adequate life protection, and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks; confined space procedures; trenching and shoring; fall protection; and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries,

or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.
- In accordance with Section 6705 of the California Labor Code, the Contractor shall submit J. to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.
- K. Trench Excavation: Approval of Plan for Protection from Caving
  - 1. If the contract involves an estimated expenditure of more than \$25,000, for the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit, for acceptance and approval by the District or its designated engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provision to be made for worker protection from the hazard of caving ground during such excavation, all in accordance with Labor Code Section 6705.
- L. Excavations Deeper than Four Feet Involving Hazardous Wastes or Materially Different Site Conditions
  - 1. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface:
    - a. The Contractor shall promptly, and before any of the following conditions are disturbed, notify the District, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, 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;

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

- b. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the procedures described in the Agreement.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by contract or by law, which pertains to the resolution of disputes and protests between the contracting parties.
- SC-7.16 Shop Drawings, Samples and Other Submittals
- SC-7.16 Delete Paragraph 7.16.E.2 in its entirely and insert the following in its place:
  - 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
- SC-7.18 Indemnification
- SC-7.18.A Delete paragraph 7.18.A in its entirety and insert the following in its place:
  - A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work or the failure, neglect or refusal of the Contractor to perform the Work and all obligations under the Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but

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only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

## ARTICLE 8 – OTHER WORK AT THE SITE

- SC-8.01 Other Work
- *SC-8.01* Add the following new paragraph immediately after Paragraph 8.01.D of the General Conditions:
  - E Owner is aware of Other Work at the Site which is planned by others and relates to the Work contemplated by these Bidding Documents:

Roadway reconstruction by the City of Marina of Imjim Road from (and including) the I ntersection of Abrams Drive to (and including) the intersection of Reservation Road. Work is scheduled to begin April 1, 2020.

Safety improvements by the City of Marina at the intersection of California Ave and Marina Heights Drive including pedestrian walkway, curb, and striping improvements. Work is scheduled to begin April 1, 2020.

#### **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

- SC-9.13 Owner's Site Representative
- SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be Harris & Associates. The authority and responsibilities of Owner's Site Representative follow: to be determined and provided to contractor at the Preconstruction Conference Meeting.

#### **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

SC-10.03 Project Representative

B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

#### ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

#### SC-SC-11.01 Amending and Supplementing Contract Documents

- SC-11.01 Insert the following subparagraphs immediately following 11.01.A.1.b.
  - c. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
    - 1) the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative.
    - 2) the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
    - 3) no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
    - 4) no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.
- SC-SC-11.05 Change of Contract Times
- SC-11.05 Add the following new paragraphs immediately after 11.05.B:
  - C. Use of Float:
    - 1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
    - Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.
  - D. Weather Days:
    - 1. The Contract Time includes a weather day allowance of 25 working days. No extension in Contract Time will be allowed for the first 25 working days lost due to weather conditions.

## ARTICLE 12 - CLAIMS

SC-12.01 Delete Paragraph 12.01 in its entirely and insert the following in its place:

12.01 Claims Process:

Claims between the Owner and Contractor shall be addressed as provided by California Public Contract Code Section 9204, which is set forth in its entirety:

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

- 1. 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.
- 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.
- 3. For purposes of this section:
  - a. "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:
    - i. 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.
    - ii. 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.
    - iii. Payment of an amount that is disputed by the public entity.
  - b. "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.
  - c. Public entity definition
    - i. "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.
      ii. "Public entity" shall not include the following:
- 4. The Department of Water Resources as to any project under the jurisdiction of that department.
- 5. The Department of Transportation as to any project under the jurisdiction of that department.
- 6. The Department of Parks and Recreation as to any project under the jurisdiction of that department.

- 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.
- 8. The Military Department as to any project under the jurisdiction of that department.
- 9. The Department of General Services as to all other projects.
- 10. The High-Speed Rail Authority.
  - "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
  - b. "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.

## 11. Claims process

- a. Claims review and response
  - 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.
  - ii. The claimant shall furnish reasonable documentation to support the claim.
  - iii. 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 3 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.
  - iv. 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.
- b. Claims dispute
  - i. 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.
  - ii. 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.

#### Document 00 73 00

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.

- iii. 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.
- iv. 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.
- v. 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.
- c. 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.
- d. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- e. 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 their 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.

- 12. 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.
- 13. 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.
- 14. This section applies to contracts entered into on or after January 1, 2017.
- 15. 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.
- 16. This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.
- 17. Claims Process additional requirements:
  - a. Claims asserted by the Owner against the Contractor shall be submitted according to the procedures set forth above.
  - b. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Such a claim shall be submitted promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.
  - c. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. m All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
  - d. Mediation:
    - i. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision.
- Claims of \$375,000 or less shall be resolved in accordance with California Public Contract Code Section 20104 et seq. unless Owner elects to resolve the dispute in accordance with California Public Contract Code Section 10240 et seq.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.02 Allowances

SC 13.02 Add the following new subparagraph immediately paragraph 13.02.D:

- E. *Reimbursement Allowance*: Contractor agrees that a reimbursement allowance, if any, is for reimbursement of the actual cost or fee for which it is designated (typically permits), without additional markup for overhead, profit or handling. If the Owner includes a reimbursement allowance in the Bid Form, the Owner will establish its value.
- SC-13.03 Unit Price Work
- SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:
  - E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
    - if the extended price of a particular item of Unit Price Work amounts to <u>25</u> percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than <u>25</u> percent from the estimated quantity of such item indicated in the Agreement; and
    - 2. if there is no corresponding adjustment with respect to any other item of Work; and
    - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

#### ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

- SC-15.01 Progress Payments
- SC 15.01.C Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:
  - 1. Engineer will, within 7 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- SC 15.03 Substantial Completion
- SC 15.03.A Add the following subparagraphs immediately after Paragraph 15.03.A:
  - 1. The Work shall be Substantially Complete when the Work is able to convey water to all parts of the intended distribution system in accordance with the project documents, commissioning has been completed and accepted per the project documents, and final paving, as required per the project documents, is complete and has been accepted. All equipment shall be installed and operational, or temporary arrangements satisfactory to Owner shall have been made. Operational testing must be completed prior to the date of Substantial Completion.

- 2. To be considered substantially complete, all Work must be operational and ready for Owner's continuous use as intended.
- 3. Portions of the Work not essential to pipeline operation, which can be completed without interruption of pipeline operation, may be completed after the Work is accepted as Substantially Complete, and may include the following items:
  - a. Final O&M manuals.
  - b. Spare parts.
  - c. As-built documents.
- d. Final clean-up.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

 If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such reinspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

- SC-17.01 Methods and Procedures
- SC-17.01 Add the following subparagraphs immediately after Paragraph 17.01.B.3:
  - resolve claims of \$375,000 or less pursuant to California Public Contract Code Section 20104 et seq., unless Owner elects to resolve the dispute pursuant to California Public Contract Code Section 10240 et seq.

#### **ARTICLE 18 – MISCELLANEOUS**

- SC-18.06 Survival of Obligations
- SC-18.06 Delete paragraph 18.06.A in its entirety and replace it with the following:
  - A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations in accordance with California Commercial Code, Section 1101 et seq., and as indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.
- 18.07 Controlling Law
- SC-18.07 Delete paragraph 18.07. A in its entirety and replace it with the following:
  - A. This Contract shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

# SECTION 01110

# SUMMARY OF WORK

# PART 1 GENERAL

## 1.01 SUMMARY

A. Section includes: Detailed description of the Work.

# 1.02 THE WORK

A. The Project consists of constructing approximately 5 miles of 8-inch diameter to 162-inch diameter ductile iron and polyvinyl chloride recycled water and potable water pipeline in paved and non-paved roadways and easements, connecting to existing pipelines, pipeline valves and appurtenances, a guided auger bore trenchless roadway crossing, five-twelve pressure reducing stations, and roadway paving for a complete in-place operational system.

# 1.03 LOCATION OF PROJECT

A. The Work is located in Monterey County, portions of which are within the City of Marina, City of Seaside and unincorporated areas of Monterey County.

# 1.04 OWNER ASSIGNED SUBCONTRACTORS

A. The Owner has not assigned subcontractors.

## 1.05 OWNER FURNISHED EQUIPMENT

A. Owner shall not furnish any products or equipment.

# 1.06 ACTIVITIES BY OTHERS

- A. Activities by others which may affect performance of work include:
  - 1. City of Marina:
    - a. Imjin Parkway roadway improvements.
    - b. Marina Heights Drive roadway improvements.
  - 2. See Section 01140 Work Restrictions for major and local events in the Monterey area that may affect work days.

# 1.07 COORDINATION OF WORK

A. Contractor shall have a preconstruction video made per Section 01340 -Photographic and Videographic Documentation that records the project sites (with the Engineer and Owner present, unless declined by the Engineer and Owner) including all concrete and asphalt pavements, curb and gutter, fencing to remain, structures to be demolished, and existing structures and facilities that are to be modified.

- 1. The original and 2 copies of the DVD shall be turned over to Engineer and Owner prior to beginning construction activities. Prior to beginning construction activities an additional copy shall be turned over to the local agency (Marina, Seaside, Monterey County, CSUMB, UCMBEST) containing only video of the work areas within the local agencies.
- 2. The format of the video file on the DVD shall be 1 file that can be played on a desktop in the windows media player.
- 3. The video shall clearly identify existing site and structural conditions prior to construction.

# PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

# END OF SECTION

### WORK RESTRICTIONS

#### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section includes: Requirements for sequencing and scheduling the Work affected by existing site and facility, work restrictions, and coordination between construction operations and plant operations.

#### **1.02 DEFINITION OF JURISDICTIONS**

- A. The following are approximate locations of jurisdictions throughout the project. See the drawings for more detailed information.
- B. Beach Road Recycled Water Pipeline:
  - 1. STA 10+00 to STA 37+43: City of Marina.
  - 2. STA 37+43 to STA 42+98: MCWD Easement on Private Property.
  - 3. STA 42+98 to STA 48+25: MCWD Property.
  - 4. STA 48+25 to STA 49+83: MCWD Easement on Private Property.
- C. Beach Road Potable Water Pipeline: City of Marina.
- D. Crescent Avenue Connector to Reservoir 2:
  - 1. STA 10+00 to STA 12+38: MCWD Property.
  - 2. STA 12+38 to STA 14+72: MCWD Easement on Private Property.
  - 3. STA 14+72 to STA 15+18: City of Marina.
- E. Carmel Avenue: City of Marina.
- F. Marina Heights Drive: City of Marina.
- G. Abrams Drive & Imjin Parkway Recycled Water Pipeline: City of Marina
- H. STA 11+50 to STA 21+03: City of Marina. Abrams Drive & Imjin Parkway Potable Water Pipeline: City of Marina
- I. Blanco Road & Reservation Road:
  - 1. Temporary access west of STA 10+00: University of California Monterey Bay Education, Science, and Technology Center (UCMBEST).
  - 2. STA 10+00 to STA 10+43: City of Marina.
  - 3. STA 10+43 to STA 71+65: Monterey County.
- J. 9th Street: City of Marina.
- K. Coe Avenue: City of Seaside.
- L. Patton Parkway Turnout: City of Marina

- M. 5<sup>th</sup> Ave Turnout: California State University Monterey Bay (CSUMB)
- N. 5<sup>th</sup> Ave Turnout (2): CSUMB
- O. 5<sup>th</sup> Ave Turnout (3): CSUMB
- P. Engineer Lane Turnout: CSUMB
- Q. General Jim Moore Boulevard (GJMB) Turnout: CSUMB

# K-R. GJMB Golf Course Turnout: City of Seaside

# 1.03 GENERAL CONSTRAINTS ON WORK AND SCHEDULING OF WORK

- A. The listing of schedule constraints in this Section and Section 01550 Traffic Control; and elsewhere in the contract documents shall not mean that all constraints or special conditions have been identified. The list does not substitute for the Contractor's coordination and planning for completion of work within the Contract Time in the Agreement.
- B. The Contractor shall allow for construction and schedule constraints in preparing the construction schedules required under Section 01324B Progress Schedules and Reports. The schedules shall include the Contractor's activities necessary to satisfy all constraints included and referenced in the Contract Documents.
- C. Utilize description of critical events in work constraints in this Section as a guideline for scheduling and undertaking the Work.
- D. Business Licenses:
  - 1. Contractor shall obtain business licenses from the City of Marina, City of Seaside, and Monterey County prior to commencing work within the boundaries of the respective jurisdiction. Business license information can be found on each jurisdictions website.
- E. General:
  - 1. The Contractor shall schedule construction activities at each location in accordance with the requirements of all permits.
  - 2. The Contractor shall coordinate with local property owners before and during construction in accordance with the project specifications and requirements of all governing agencies.
  - 3. Only MCWD shall operate MCWD valves. The Contractor shall provide the MCWD with a minimum 2 weeks advance notice for any valve closure requests, such as those required for a temporary shutdown to tie-in new facilities. All closures / openings of existing MCWD valves shall be performed by the MCWD.
  - 4. For all segments of the project located in paved roadways, the Contractor shall at a minimum, backfill, compact and install temporary asphalt paving (or steel plating as allowed) for all open trenches, and reopen the roadway to traffic by the end of every working day. See Section 01734 - Work Within Public Right-of-Way for maximum trench plate length requirements.
  - 5. Temporary paving shall not be left in place for more than 30 consecutive days. Contractor shall inspect temporary paving for failure each calendar day. Where temporary paving has failed, Contractor shall immediately repair or replace it.

- 6. For specific temporary traffic control constraints see Section 01550 Traffic Control. Contractor shall inspect temporary traffic control facilities each calendar day. Where temporary traffic control facilities are damaged or different than the approved traffic control plan, Contractor shall immediately repair or replace the temporary traffic control facilities.
- 7. Traffic Loops: Where traffic loops are damaged and/or impacted, traffic loops shall be temporarily restored within 3 calendar days of damage and/or impact.
- 8. The Contractor is responsible for complying with all mitigation and monitoring measures identified in the CEQA/NEPA documents provided in the Appendices.
- 9. The Contractor shall sweep the streets daily to maintain the roadway clear of all debris and loose material.
- 10. Contractor shall provide a construction schedule, traffic control plans, and road closure schedule to all affected agencies prior to start of construction activities.
- 11. In addition to MCWD, agencies include but are not limited to:
  - a. City of Marina.
  - b. City of Seaside.
  - c. County of Monterey.
  - d. University of California Monterey Bay Education, Science, and Technology Center (UCMBEST).
  - de. California State University Monterey Bay (CSUMB)
- 12. General Work restrictions:
  - a. Work days:
    - Work days are Monday through Friday, except Marina Coast Water District holidays, which are listed in Section 00 73 00 -Supplementary Conditions.
    - 2) Agencies where the work occurs may further restrict work days.
  - b. Work hours:
    - 1) Work hours are specific to the governing agency where work occurs, but not beyond Marina Coast Water District's work hours.
    - 2) Extended work hours, holiday, nighttime, and weekend work will be allowed only when approved in writing by the governing agency and Construction Manager.
    - 3) When extended hours, holiday, nighttime and/or weekend work is allowed, Contractor shall pay the costs for inspection by the Construction Manager during that time.
    - 4) Extended hours are any working hours over 8.5 consecutive work hours in a single day.
    - 5) Work outside of the normal working hours is subject to the availability of the Construction Manager/inspector.
  - c. Special Events:
    - 1) Pebble Beach Pro-Am Golf Tournament: Contractor shall anticipate that work will not be allowed the Wednesday, Thursday, and Friday of the golf tournament and the Monday following the tournament.
    - 2) Laguna Seca Raceway: Contractor shall anticipate that work will not be allowed the Thursday and Friday before a major race event and the Monday following a major race event.
- F. Marina Coast Water District:
  - 1. Work days: Per the general work restrictions.
  - 2. Work Hours: Allowable working hours on Marina Coast Water District property are 7:00 a.m. to 5:00 p.m.

- G. Draft Encroachment Permit:
  - 1. Draft encroachment permits are included in the Appendices. Contractor shall anticipate the requirement to comply with all conditions of the draft encroachment permits.
- H. City of Marina:
  - 1. Road section: The standard road section is 4-inches of asphalt concrete above 12-inches of aggregate base course.
  - 2. Work days: Per the general work restrictions and draft encroachment permit included in the Appendices. Where there is a conflict, the more restrictive requirements will govern.
  - 3. Work hours: Per the requirements below and draft encroachment permit included in the Appendices.
  - 4. 9th Street:
    - a. All work on 9th Street shall begin after August 31, 2020.
  - 5. Abrams Drive & Imjin Parkway:
    - a. All work on Abrams Drive & Imjin Parkway shall be completed before October December 1, 2020.
  - 6. Beach Road:
    - a. Work in Beach Rd shall only occur during the lone Olson Elementary School summer break period, which generally occurs from the second week in June to the first week in August. Contractor shall schedule work to occur during the time and anticipate normal allowable working hours when school is not in session.
    - b. If the Contractor is unable to complete work during the summer break, work hours will be limited to 9:00 a.m. to 2:00 p.m. and 3:30 p.m. to 5:00 p.m. when school is in session.
    - c. Contractor shall maintain pedestrian access to Windyhill Park at all times.
    - d. Contractor shall coordinate with Marina United Methodist Church prior to construction beginning adjacent or in front of the property and maintain pedestrian and vehicle access to the church.
    - e. Where damaged or removed by Contractor, Contractor shall replace the electronic crosswalk safety system in Front of Olson Elementary School in a timely manner. Information about the electronic crosswalk safety system are included in the Appendices.
  - 7. Carmel Avenue:
    - a. Work in Carmel Avenue shall only occur during the Marina Vista Elementary School and Crumpton Elementary School summer break, which generally occurs from the second week in June to the first week in August. Contractor shall schedule work to occur during the time and anticipate normal allowable working hours when school is not in session.
    - b. If the Contractor is unable to complete work during the summer break, work hours will be limited to 9:00 a.m. to 2:00 p.m. and 3:30 p.m. to 5:00 p.m. when school is in session.
  - 8. Marina Heights Drive:
    - a. All work on Marina Heights Drive shall be completed before October 2020.
  - 9. Other requirements:
    - a. Staging, stockpiling, and placing material in the streets is prohibited (even if the material is excavated material or backfill material) without prior written City approval.

- b. Traffic control plans shall be specific to each street and work location. A generic or typical plan will not be accepted.
- c. Temporary paving shall not be left in place for more than 30 calendar days.
- d. Final paving shall be completed after each location (Beach, Carmel, Abrams & Imjin) is constructed (not all at once at the end of the project).
- e. Compaction and paving testing data shall be provided to the City within 24 hours of performing the test.
- I. City of Seaside:
  - 1. Road section: The standard road section is 4-inches of asphalt concrete above 12-inches of aggregate base course.
  - 2. Work Days: Per the general work restrictions and draft encroachment permit included in the Appendices. Where there is a conflict, the more restrictive requirements will govern.
  - 3. Work Hours: Per the draft encroachment permit included in the Appendices.
  - 4. Coe Avenue:
    - a. Work in Coe Avenue shall only occur during the lone Seaside Middle School summer break, which generally occurs from the second week in June to the first week in August. Contractor shall schedule work to occur during the time and anticipate normal allowable working hours when school is not in session.
    - **b.** If the Contractor is unable to complete work during the summer break, work hours will be limited to 9:00 a.m. to 2:00 p.m. and 3:30 p.m. to 5:00 p.m. when school is in session.

# J. California State University Monterey Bay (CSUMB)

- 1. Road section: The standard road section is 4 inches of asphalt concrete 12 inches of aggregate base course
- 2. Work days: Work at CSUMB shall only occur during CSUMB summer break, which generaly occurs from the first week in June to the second week in August.
- 3. Work hours: Allowable working hours at CSUMB are 7:30 a.m. to 5:00 p.m.
- 4. If road closures are planned, construction must occur during school breaks.
- 5. Provide CSUMB personnel 30 days notice for planned road closures.
- 6. All work must be coordinated with other planned work, such as building construction, on CSUMB property.
- 5.7. All work must comply with the draft encroachment permit included in the Appendices.
- **J.K.** County of Monterey:
  - 1. Road section: The standard road section is 4 inches of asphalt concrete above 6 inches of aggregate base course.
  - 2. Work days: Per the general work restrictions and draft encroachment permit included in the Appendices. Where there is a conflict, the more restrictive requirements will govern.
  - 3. Work hours: Allowable working hours are 8:00 a.m. to 4:00 p.m. Traffic control setup may begin at 8:00 a.m. and must be removed by 4:00 p.m.

- 4. The County reserves the right to have work suspended at any time to avoid any traffic conflicts with special event traffic related to events occurring at the Fort Ord Day Camp Cycling Area.
- 5. Traffic signal modifications: Contractor shall be responsible for hiring and paying a traffic signal subcontractor for programming temporary signal changes, signal head adjustments, and/or out of service bagging at each intersection and work with County for signal change requirements.
- K.L. Marina Coast Water District Easement on Private Property (Beach Rd Alignment):
  - 1. Work days: Per the Marina Coast Water District allowable work days.
  - 2. Work hours: Per the Marina Coast Water District allowable working hours.
- L.M. University of California Monterey Bay Education, Science, and Technology Center (UCMBEST):
  - 1. Contractor shall pressure test and disinfect the existing recycled water system in UCMBEST property prior to connecting to it at Blanco Road.
  - 2. Pressure testing and disinfecting the existing recycled water system in UCMBEST property shall not occur before July 1, 2020.
  - 2-3. If Contractor causes any damage to the Premises, or to UCMBEST roads, infrastructure or other property and improvements in connection with the exercise of this Project, Contractor shall repair and restore the damaged property to its original condition prior to Contractor's use pursuant to this Project. Contractor shall perform the repair and restoration required hereunder prior to the expiration of this Project, or within ten (10) days of the earlier termination of Contractor's rights hereunder. In the event that repair and restoration is performed following the termination this Project, Contractor's Indemnity and Insurance obligations shall continue until repair and restoration is completed as provided herein.
  - **3.4.** All other requirements are per the City of Marina requirements.

# 1.04 UTILITIES

- A. Provide advance notice to and utilize services of Underground Services Alert (U.S.A.) for location and marking of underground utilities operated by utility agencies other than the Owner.
- B. Maintain electrical, telephone, water, gas, sanitary facilities, and other utilities within existing facilities in service. Provide temporary utilities when necessary.
- C. New yard utilities were designed using existing facility drawings:
  - 1. Field verification of utilities locations was not performed during design.
  - 2. Services crossed or located nearby by new yard utilities may require relocation and possible shutdowns.
  - 3. Pipe alignments as indicated on the Drawings.
- D. Contact information for utility owners and property owners is listed below:
  - 1. AT&T:
    - a. Susan Barraza 515 Chappell Road Watsonville, CA 95076 (831)728-6571 sb8239@att.com

- 2. City of Marina:
  - a. Edrie Delos Santos City of Marina - Engineering Division 209 Cypress Ave Marina, CA 93933 (831)884-1212 <u>edelossantos@ci.marina.ca.us</u>
  - Nourdin Khayata City of Marina - Engineering Division 209 Cypress Ave Marina, CA 93933 <u>nkhayata@ci.marina.ca.us</u>
- 3. City of Seaside:
  - a. Scott Ottmar, P.E. City of Seaside - Senior Civil Engineer 440 Harcourt Ave Seaside, CA 93966 (831) 899-6885 <u>SOttmar@ci.seaside.ca.us</u>
  - b. Rick Riedl, P.E. City of Seaside - City Engineer 440 Harcourt Ave Seaside, CA 93966 (831)899-6884 <u>RRiedl@ci.seaside.ca.us</u>
- 4. Comcast:
  - a. Comcast 2440 Fremont Street Suite 207 Monterey, CA 93940 (800)391-3000
- 5. CSUMB:
  - a. Anya Spear Associate Director of Campus Planning, LEED AP CSU Monterey Bay (831)582-5098 aspear@csumb.edu
  - b. Rick Boggs rboggs@csumb.edu
- **5.6.** County of Monterey:
  - a. Michael K. Goetz PLS County Surveyor/Development Engineering Manager Monterey County Resource Management Agency (831) 755 4940

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- 6.7. PG&E:
  - a. PG&E 2311 Garden Road Monterey, CA 93940 (831)648-3231
- 7.8. Suddenlink Communications:
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# 1.05 PERMITFEES

A. For bidding purposes, estimated permit fees are included in the Document 00 41 00 - Bid Form. Upon project completion, actual fees paid shall be compared to the estimated permit fees. Excess fees paid will be credited to the project; shortfall of fees paid will be owed to the Contractor.

# 1.06 CONNECTION TO EXISTING POTABLE AND RECYCLED WATER SYSTEMS

- A. Prior to connecting the new recycled water pipelines to existing recycled water pipelines, the Contractor shall test, and disinfect the newly constructed mains. Testing and disinfection shall be facilitated with temporary blow-offs located within 10-feet of the of the tie-in location to the existing recycled water pipeline.
- B. After all testing and disinfection has been completed, the Contractor shall remove the pipe spools at the PRV stations as indicated on the Drawings and install blind flanges.
- C. After the spools have been removed and flanges installed, the Contractor may perform the connection to the existing system.

# 1.07 PUBLIC OUTREACH

- A. Contractor shall pay for and perform the following public outreach activities:
  - 1. Install door hangers on all properties on the street where work will occur, within 500 feet of the work, 1 month before work will begin.
  - 2. Install door hangers on all properties on the street where work will occur, within 100 feet of the work, 1 week before work will begin.
  - 3. Depending on the timing of work, separate door hangers may be needed for separate work activities such as pipeline installation and paving.
  - 4. Door hangers shall be submitted for review and approval prior to being used.
  - 5. Door hangers shall including the following:
    - a. Name of Project
    - b. Name of Contractor
    - c. Phone number to contact (Contractor's phone number)
    - d. Name of Owner
    - e. Date(s) when work is expected to occur at or near the residence

- f. Type of work being performed
- g. Date(s) when work is expected to be completed
- h. the back of the door hanger shall include the following text, "Funding for this \$\_\_\_\_\_\_RUWAP Recycled Water Distribution Pipelines project (the "Project") has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

## 1.08 COMPLIANCE WITH CALIFORNIA WATERWORKS STANDARDS

- A. Construction of new potable water pipelines shall comply with current California Waterworks Standards. Similarly, new recycled water pipelines shall be constructed per the standards Key provisions of the standards include:
  - 1. New potable and recycled water pipeline shall not be installed in the same trench as another pipeline. Potable and recycled water pipeline shall not be installed in the same trench.
  - 2. Recycled water pipelines shall be installed a minimum 4 feet (edge to edge) from existing and new potable water pipelines.
  - 3. Potable water pipelines shall be installed a minimum 10 feet from sanitary sewer pipelines and 4 feet from storm drain pipelines.
  - 4. When a new potable or recycled water pipeline crosses above or below an existing sanitary sewer or strom drain pipeline, there shall be a minimum 1 foot clearance and the new pipeline shall be centered over the existing utility crossing. This may require cutting an adjacent pipeline short of a full pipe length.
  - 5. Contractor shall immediately notify Engineer if these criteria cannot be met.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

# END OF SECTION

## UNIT PRICES

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes: Procedures for measurement and payment of Work performed on a unit price basis.
- B. Related documents:
  - 1. Document 00 41 00 Bid Form.

# 1.02 MEASUREMENT OF QUANTITIES

- A. Work paid at a unit price times number of units measured will be measured by Engineer in accordance with United States Standard Measures:
  - 1. 1 ton shall consist of 2,000 pounds avoirdupois.
- B. Provide and pay for accurate scales:
  - 1. Use platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed.
  - 2. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed.
  - 3. Have scales inspected and certified as often as necessary to ascertain accuracy.
  - 4. Furnish weigh slips and daily summary weigh sheets to Engineer.
- C. When material is shipped by rail, certified car weights will be acceptable, provided that not more than the actual weight of material will be paid, without consideration of minimum car weight used for assessing freight tariff:
  - 1. Car weight will not be acceptable for materials passing through mixing plants.
- D. Daily, or at shorter intervals when necessary to ensure accuracy, weigh empty trucks used to haul material paid by weight:
  - 1. Provide such trucks with plainly, unique, permanent, legible, identification marks.
- E. Reinforcing steel, steel shapes, castings, and similar items paid by weight will be measured by handbook weights for the type and quantity indicated for the Work.

### 1.03 PAY ITEMS

A. General: Pay items following are included in Document 00 41 00 - Bid Form.

- B. Schedule of Unit Price Bid Items:
  - 1. Bid Item 1: Mobilization and Demobilization (Shall not exceed 5 percent of the Total of All Unit Price Bid Items):
    - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required for mobilization and demobilization, complete as specified, including, but not limited to, surveying to establish preconstruction conditions, preconstruction photographs and videos, cost of obtaining and complying with all necessary permits not obtained by the District or in other Bid Items, cost for complying with all conditions set by all of the required permits, move in of equipment, tools, supplies, materials, and manpower to the jobsite, move out and cleanup of job site after the project is complete and accepted by the District.
    - b. Measurement: Measurement for this bid item is by Lump Sum.
    - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item. A maximum of 50 percent will be paid after satisfactory mobilization. The balance will be paid after satisfactory demobilization.
  - 2. Bid Item 2: Sheeting, Shoring, and Bracing:
    - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required for sheeting, shoring, and bracing and all other actives required to provide all temporary sheeting, shoring, and bracing for excavations and grading required per the Contract Documents including, but not limited to, engineering, permits, materials, tools, labor, and equipment necessary to performing the Work.
    - b. Measurement: Measurement for this bid item is by Lump Sum.
    - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
  - 3. Bid Item 3: Stormwater Pollution Prevention:
    - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to comply with all regulatory requirements and install and maintain stormwater pollution prevention facilities, comply with Section 01355A - Stormwater Pollution Prevention and all other associated work (excluding items included in other bid items) per the Contract Documents.
    - b. Measurement: Measurement for this bid item is by Lump Sum.
    - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
  - 4. Bid Item 4: Traffic Management:
    - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete traffic management system including but not limited to temporary striping, signage, delineators, K-rails, cones, labor, flagmen, temporary fence, and equipment necessary for traffic control and all other associated work (excluding items included in other bid items) per the Contract Documents.
    - b. Measurement: Measurement for this bid item is by Lump Sum.
    - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.

- 5. Bid Item 5: Locating and Verifying Concealed existing Utilities per Section 01350:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to locate and pothole existing utility crossings and nearby adjacent utilities per Section 01350 -Special Procedures and perform closed circuit television inspection of storm drain crossings per Section 01140 - Work Restrictions and all other associated work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 6. Bid Item 6: Blow-off Assemblies:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install blow-off valves and assemblies including, but not limited to, trenching, earthwork, valve, piping, fittings, valve boxes, all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 7. Bid Item 7: Combination Air/Vacuum Valves:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install air valve assemblies including, but not limited to, earthwork, valve, piping, fittings, valve boxes, vent risers, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 8. Bid Item 8: 8-inch Isolation Valves (Gate):
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required furnish and installing valves including, but not limited to, earthwork, valve, piping, fittings, valve boxes, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 9. Bid Item 9: 12-inch Isolation Valves (Gate):
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required furnish and installing valves including, but not limited to, earthwork, valve, piping, fittings, valve boxes, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.

- 10. Bid Item 10: Beach Road: 8-inch Pipeline (Ductile Iron):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 11. Bid Item 11: Beach Road: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 12. Bid Item 12: Beach Road: 8-inch Pipeline (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 13. Bid Item 13: Beach Road: Slurry Seal:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete slurry seal pavement treatment where shown on the drawings, including removal of pavement markings all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Square Yard.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.

- 14. Bid Item 14: Beach Road: Pavement Striping:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 15. Bid Item 15: Potable Water Pipeline: Beach Road from Del Monte Blvd to De Forest Rd (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes mobilization / demobilization, excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents. This work is being funded from a separate funding source, so cost for this bid item shall include any mobilization or other costs required to complete this work.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 16. Bid Item 16: Potable Water Pipeline: Beach Road Blow-off Assemblies:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install blow-off valves and assemblies including, but not limited to, trenching, earthwork, valve, piping, fittings, valve boxes, all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 17. Bid Item 17: Potable Water Pipeline: Beach Road Combination Air/Vacuum Valves:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install air valve assemblies including, but not limited to, earthwork, valve, piping, fittings, valve boxes, vent risers, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.

- 18. Bid Item 18: Potable Water Pipeline: Beach Road 12-inch Isolation Valves (Gate):
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required furnish and installing valves including, but not limited to, earthwork, valve, piping, fittings, valve boxes, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 19. Bid Item 19: Potable Water Pipeline: From Reservoir 2 to Crescent Ave (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes all mobilization / demobilization, excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents. This work is being funded from a separate funding source, so cost for this bid item shall include any mobilization or other costs required to complete this work.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 20. Bid Item 20: Potable Water Pipeline: Reservoir 2 to Crescent Ave Blow-off Assemblies:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install blowoff valves and assemblies including, but not limited to, trenching, earthwork, valve, piping, fittings, valve boxes, all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 21. Bid Item 21: Potable Water Pipeline: Reservoir 2 to Crescent Ave Combination Air/Vacuum Valves:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install air valve assemblies including, but not limited to, earthwork, valve, piping, fittings, valve boxes, vent risers, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.

- 22. Bid Item 22: Potable Water Pipeline: Reservoir 2 to Crescent Ave 12-inch Isolation Valves (Gate):
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required furnish and installing valves including, but not limited to, earthwork, valve, piping, fittings, valve boxes, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 23. Bid Item 23: Carmel Avenue: 8-inch Pipeline (Ductile Iron):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 24. Bid Item 24: Carmel Avenue: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing vault, future flow meter vault, above ground air valve, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 25. Bid Item 25: Carmel Avenue: 8-inch Pipeline (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.

- 26. Bid Item 26: Carmel Avenue: Slurry Seal:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete slurry seal pavement treatment where shown on the drawings, including removal of pavement markings all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Square Yard.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 27. Bid Item 27: Carmel Avenue: Pavement Striping:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 28. Bid Item 28: Marina Heights Drive: 16-inch Pipeline (Ductile Iron):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 29. Bid Item 29: Marina Heights Drive: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing vault, future flow meter vault, above ground air valve, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 30. Bid Item 30: Marina Heights Drive: Slurry Seal:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete slurry seal pavement treatment where shown on the drawings, including removal of pavement markings all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.

- b. Measurement: Measurement for this bid item is by Square Yard.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 31. Bid Item 31: Marina Heights Drive: Pavement Striping:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 32. Bid Item 32: Abrams Drive & North of Imjinm Parkway: 12-inch Pipeline (DIP):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 33. Bid Item 33: Abrams Drive North of Imjinm Parkway: Slurry Seal:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete slurry seal pavement treatment where shown on the drawings, including removal of pavement markings all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Square Yard.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 34. Bid Item 34: Abrams Drive North of Imjinm Parkway: Pavement Striping:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- Bid Item 35: Potable Water Pipeline: Imjin Parkway: 12-inch Pipeline

   Bid Item Description: Work in this bid item generally includes
   installation of the pipeline and includes excavation, disposal of
   debris, protection and restoration of existing improvements such as
   utility crossings, furnishing and installing pipeline, trench bedding,
   backfill, compaction, disposal of excess soil, compaction, specified

testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.

- b. Measurement: Measurement for this bid item is by Linear Foot.
- c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 36. Bid Item 36: Potable Water Pipeline: Imjin Parkway Blow-off Assemblies:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install blow-off valves and assemblies including, but not limited to, trenching, earthwork, valve, piping, fittings, valve boxes, all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 37. Bid Item 37: Potable Water Pipeline: Imjin Parkway Combination Air/Vacuum Valves:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install air valve assemblies including, but not limited to, earthwork, valve, piping, fittings, valve boxes, vent risers, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 38. Bid Item 38: Potable Water Pipeline: Imjin Parkway 12-inch Isolation Valves (Gate):
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required furnish and installing valves including, but not limited to, earthwork, valve, piping, fittings, valve boxes, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- **35.39.** Bid Item 3**95**: Pressure Test and Disinfect Existing Pipeline in UCMBEST Property:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a plan to pressure test and disinfect the existing recycled water facilities in UCMBEST property (as shown in the Appendix) including assuming not less than 5 days for a crew to physically locate and perform general cleaning and routine maintenance on and repair of all appurtenances (air valves, blow-offs, etc.) to ensure they are operational, flushing the entire existing system to remove any sediment buildup with the existing pipelines, pressure testing and disinfecting the system prior to connecting to it at Blanco Road.
  - b. Measurement: Measurement for this bid item is by Lump Sum.

c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.

36.40. Bio

**D.** Bid Item **4036**: Blanco Road: 12-inch Pipeline (PVC):

- a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
- b. Measurement: Measurement for this bid item is by Linear Foot.
- c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- **37.41.** Bid Item **4137**: Allowance for sensitive plant species restoration on Blanco Road:
  - a. Bid Item Description: A preconstruction survey for sensitive plant species identified Monterey Spineflower west of Blanco road, in the pipeline alignment from Research Drive to Reservation Road. MCWD will hire a biologist to develop a Rare Plant Restoration Plan, which is anticipated to generally consist of requirements to separately excavate, store, and replace soil where the Monterey Spineflower was growing and temporarily provide water to help re-establish growth. Since the Restoration Plan has not yet been completed and the requirements defined, this allowance is a placeholder for that work.
  - b. Measurement: Measurement for this bid item is a defined allowance.
  - c. Payment: Payment for this bid item will be made based on actual costs of sensitive plant species restoration. Payment will only be made if specifically authorized in writing by the Construction Manager in advance of the work taking place.
- **38.42.** Bid Item **4238**: Blanco Road: Launching Shaft for Guided Auger Boring Installation:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to install the launching shaft, as required, for the guided auger boring installation, including but not limited to designing and installing the shaft, groundwater dewatering, excavation material processing and disposal, restoration of existing improvements such as vegetation, and shaft restoration including, bedding, backfill, disposal of excess soil, specified testing procedures, and all other associated work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- **39.43.** Bid Item **4339**: Blanco Road: Guided Auger Boring Casing Pipeline Installation:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to set up the guided auger boring installation, boring the casing pipe, grouting the annular space outside the casing pipe, and ancillary operations, including but not limited to obtaining and boring with guided auger boring machine, head recovery,

excavation material processing, grouting, and disposal of boring of debris, specified testing procedures, and all other associated work (excluding items included in other bid items) per the Contract Documents.

- b. Measurement: Measurement for this bid item is by Linear Foot.
- c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- **40.44.** Bid Item **4440**: Blanco Road: Guided Auger Boring Carrier Pipeline Installation (PVC):
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to set up the carrier pipeline installation within the bored casing, installing runners on the carrier pipe, installing the carrier pipe, grouting the annular space between the carrier and the casing pipe, installing end seals, and ancillary operations, including but not limited to and disposal of debris, specified testing procedures, and all other associated work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- **41.45.** Bid Item **454**: Reservation Road: Receiving Shaft for Guided Auger Boring Installation:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to install the receiving shaft, as required, for the guided auger boring installation, including but not limited to designing and installing the shaft, groundwater dewatering, excavation material processing and disposal, restoration of existing improvements such as vegetation, and shaft restoration including, bedding, backfill, disposal of excess soil, specified testing procedures, and all other associated work (excluding items included in other bid items) per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 42.46. Bid Item 462: Reservation Road: 12-inch Pipeline (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- **43.47.** Bid Item **473**: Reservation Road: 2.5-inch Grind and Inlay:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete asphalt pavement grind and inlay where shown on the drawings, including removal of pavement markings, wedge grinds, conform grinds, asphalt concrete, ensuring existing utility valve cans and monuments are

flush with grade, all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.

- b. Measurement: Measurement for this bid item is by Square Yard.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 44-48. Bid Item 4448: Reservation Road: Pavement Striping:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
   45.49. Bid Item 495: 9th Street: 8-inch Pipeline (Ductile Iron):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 4<del>6.</del>50.
  - 50. Bid Item 5046: 9th Street: Pressure Reducing Station:
    a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing vault, future flow meter vault, above ground air valve, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents.
    - b. Measurement: Measurement for this bid item is by Lump Sum.
    - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 47.51. Bid Item 5147: 9th Street: 8-inch Pipeline (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.

- c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 48.52. Bid Item 5248: 9th Street: Slurry Seal:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete slurry seal pavement treatment where shown on the drawings, including removal of pavement markings all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Square Yard.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 49.53. Bid Item 5349: 9th Street: Pavement Striping:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- **50-54.** Bid Item 540: Coe Avenue: 8-inch Pipeline (Ductile Iron):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Linear Foot.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- **51-55.** Bid Item 5**5**4: Coe Avenue: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing vault, future flow meter vault, above ground air valve, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 52-56. Bid Item 562: Coe Avenue: 8-inch Pipeline (PVC):
  - a. Bid Item Description: Work in this bid item generally includes installation of the pipeline and includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of

excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install the pipe complete and in place per the Contract Documents.

- b. Measurement: Measurement for this bid item is by Linear Foot.
- c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
  7. Bid Item 573: Coe Avenue: Slurry Seal:

<del>53.</del>57.

- a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete slurry seal pavement treatment where shown on the drawings, including removal of pavement markings all labor, materials, tools and equipment in performing all Work (excluding items included in other bid items) required per the Contract Documents.
- b. Measurement: Measurement for this bid item is by Square Yard.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
  Bid Item 584: Coe Avenue: Pavement Striping:

<del>54.</del>58.

- a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, developing a striping plan and obtaining approval of the plan, and other activities required to furnish and install a complete striping system on the road where striping was removed, damaged, or otherwise impacted by work, and all work (excluding items included in other bid items) required per the Contract Documents.
- b. Measurement: Measurement for this bid item is by Lump Sum.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 59. Bid Item 59: Patton Parkway Turnout: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents. The tie-in is approximately located at STA 212+31 on Drawing C-21, included in the Appendices.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 60. Bid Item 60: 5th Avenue Turnout: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents.

The tie-in is approximately located at STA 267+96 on Drawing C-26, included in the Appendices.

- b. Measurement: Measurement for this bid item is by Lump Sum.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 61. Bid Item 61: 5th Avenue Turnout (2): Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents. The tie-in is approximately located at STA 273+10 on Drawing C-27, included in the Appendices.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 62. Bid Item 62: 5th Avenue Turnout (3): Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents. The tie-in is approximately located at STA 283+41 on Drawing C-28, included in the Appendices.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 63. Bid Item 63: Engineer Lane Turnout: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents. The tie-in is approximately located at STA 321+48 on Drawing C-32, included in the Appendices.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 64. Bid Item 64: General Jim Moore Boulevard (GJMB) Turnout: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the

excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents. The tie-in is approximately located at STA 344+27 on Drawing C-34, included in the Appendices.

- b. Measurement: Measurement for this bid item is by Lump Sum.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.
- 65. Bid Item 65: GJMB Golf Course Turnout: Pressure Reducing Station:
  - a. Bid Item Description: Work in this bid item generally includes all materials, labor, equipment, and other activities required to furnish and install a complete pressure reducing station including the excavation, grading, subgrade installation, pressure reducing valve, backflow preventer, valves and appurtenances, mechanical piping, concrete pad, and all work (excluding items included in other bid items) for the pressure reducing station including all civil, structural, mechanical, and other work required per the Contract Documents. The tie-in is approximately located at STA 137+30 on Drawing C-06, included in Appendix J.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.

**55.66.** Bid Item **6655**: Reimbursement Allowance for City of Marina Encroachment Permit Fee:

- a. Bid Item Description: This bid item is an allowance for the encroachment permit fee.
- b. Measurement: Measurement for this bid item is a defined allowance.
- c. Payment: Payment for this bid item will be for actual cost paid for the encroachment permit. Markups, contingencies, labor, and/or any other costs shall not be included.
- **56.67.** Bid Item **6756**: Reimbursement Allowance for Monterey County Encroachment Permit Fee:
  - a. Bid Item Description: This bid item is an allowance for the encroachment permit fee.
  - b. Measurement: Measurement for this bid item is a defined allowance.
  - c. Payment: Payment for this bid item will be for actual cost paid for the encroachment permit. Markups, contingencies, labor, and/or any other costs shall not be included.

**57.68.** Bid Item **6857**: Reimbursement Allowance for City of Seaside Encroachment Permit Fee:

- a. Bid Item Description: This bid item is an allowance for the encroachment permit fee.
- b. Measurement: Measurement for this bid item is a defined allowance.
- c. Payment: Payment for this bid item will be for actual cost paid for the encroachment permit. Markups, contingencies, labor, and/or any other costs shall not be included.
- **58.69.** Bid Item **6958**: Reimbursement Allowance for Business License Fees from Cities and County:
  - a. Bid Item Description: This bid item is an allowance for business license fees from the City of Marina, City of Seaside, and County of Monterey.

- b. Measurement: Measurement for this bid item is a defined allowance.
- c. Payment: Payment for this bid item will be for actual cost paid for the business license. Markups, contingencies, labor, and/or any other costs shall not be included.
- 59.70. Bid Item 7059: Potential Installation of 1-inch Service per Detail W-1:
  - a. Bid Item Description: Work in this bid item generally includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install a recycled water service installation per MCWD Detail W-1. MCWD may elect to install 1-inch services that have not yet been identified. For bidding purposes, Contractor shall assume the service is from an 8-inch diameter recycled water main.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 60.71. Bid Item 7160: Potential Installation of 4-inch Service:
  - a. Bid Item Description:: Work in this bid item generally includes excavation, disposal of debris, protection and restoration of existing improvements such as utility crossings, furnishing and installing pipeline, trench bedding, backfill, compaction, disposal of excess soil, compaction, specified testing procedures, temporary and permanent surface restoration and temporary and permanent paving, and all other associated work (excluding items included in other bid items) necessary to install a recycled water service installation per MCWD Detail W-1. MCWD may elect to install 4-inch services that have not yet been identified. For bidding purposes, Contractor shall assume the service includes an 8-inch by 4-inch mechanical joint tee with restrained retainer glands, 4-inch gate valve, 40 feet of 4-inch diameter DR14 C900 PVC pipeline and a 4-inch mechanical joint cap.
  - b. Measurement: Measurement for this bid item is by Each.
  - c. Payment: Payment for this bid item will be made at the Contract unit prices for the quantities determined as specified.
- 61.72. Bid Item 7261: Contingency Allowance for Unknown Utility Conflicts:
  - a. Bid Item Description: This bid item is an allowance for work associated with mitigating the impacts of an unknown utility, such a lowering the pipeline to avoid a conflict with the unknown utility.
  - b. Measurement: Measurement for this bid item is by Lump Sum.
  - c. Payment: Payment for this bid item will be made based on actual costs of mitigating the impacts of an unknown utility, and shall be tracked on a time and material basis. Payment will only be made if specifically authorized in writing by the Construction Manager in advance of the work taking place.
- 62.73. Bid Item 7362: All work required to be completed for the project that is not included in the previous bid items:
  - a. Bid Item Description: Work in this bid item generally includes all work needed to complete the project that is not specifically included in other Bid Items. This bid item is intended to provide a location for miscellaneous

work required to complete the project that is not covered by any other bid item.

- b. Measurement: Measurement for this bid item is by Lump Sum.
- c. Payment: Payment for this bid item will be made for actual work completed in proportion to the total value of work for this bid item.

## PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

### SCHEDULE OF VALUES

#### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section includes: Requirements for preparation, format, and submittal of Schedule of Values.

#### 1.02 PREPARATION

- A. Print out Schedule of Values from accepted Preliminary or Baseline Schedule submitted and accepted under Section 01324B - Progress Schedules and Reports - Medium Projects.
- B. Specific Items to Include in Schedule of Values:
  - 1. In addition to all the bid items, and items obtained from the preliminary or baseline schedule, the following items shall be specifically listed in the schedule of values:
    - a. Changeable message sign boards.
    - b. Door hangers for Public Notifications.
    - c. Quality control testing required to be performed by Contractor.
    - d. Pressure Reducing Station mechanical work.
    - e. Pressure Reducing Station structural work.
    - f. Pressure Reducing Station testing.
    - g. Potholing.
    - h. CCTV inspections.
    - i. Field surveying.
    - j. Dust control.
    - k. Trench cutoff walls.
    - I. Project schedule preparation and updates.
    - m. Unit prices for all work included in Bid Item 7362.
- C. For unit price contracts, items should include a proportional share of the Contractor's overhead and profit so that the total of all items will equal the Contract value.
- D. Schedule of Values shall be a listing of all cost loaded, on- site construction activities from the progress schedule, listed in numerical order, showing that the sum total of all cost loaded activities equals the value of Contract.
- E. When the schedule is changed or revised to include added or deleted work, the Schedule of Values shall also be revised such that the sum total of all cost loaded activities continuously equals the current Contract value.

## 1.03 SUBMITTALS

- A. Submit Schedule of Values for the Preliminary Schedule in accordance with the requirements in Article "Preliminary Schedule", Section 01324B Progress Schedules and Reports Medium Projects.
- B. Submit Schedule of Values for the Baseline Schedule in accordance with the requirements in Article "Baseline Schedule", Section 01324B Progress Schedules and Reports Medium Projects.
- C. Submittal of the Schedule of Values is a condition precedent to the issuance of any payment under this Contract.

### PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

## TRAFFIC CONTROL

#### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section includes: Traffic control requirements to keep streets and traffic ways open for the passage of vehicles, bicyclists, and pedestrians during the construction period.

#### 1.02 SUBMITTALS

- A. Approved and signed copies of:
  - 1. Encroachment permits.
  - 2. Qualifications of Engineer preparing traffic control plan.
  - 3. Traffic control plan (TCP).
  - 4. Notification plan.

#### 1.03 AUTHORITIES HAVING JURISDICTION (AHJ)

- A. Authorities Having Jurisdiction (AHJ) are listed in Section 01140.
- B. AHJ traffic control requirements supersede the requirements of this Section.
- C. Comply with AHJ traffic control requirements.

#### 1.04 MEASUREMENT AND PAYMENT

A. Contractor is responsible for paying all costs associated with permits, plans, implementation, and maintenance as specified in Section 01294 - Applications for Payment.

#### 1.05 ENCROACHMENT PERMIT

- A. Contractor shall be responsible for paying and obtaining Encroachment Permits approved by AHJ.
- B. Draft Encroachment Permits are included as Appendices and are the result of coordination between the AHJ, MCWD, and Engineer during design development. For bidding purposes, Contractors shall assume the terms of the Draft Encroachment Permits will be consistent with the terms of the final encroachment permits.

### 1.06 TRAFFIC CONTROL PLAN (TCP)

A. Contractor shall pay for traffic control plans to be developed and submit to the ADJ AHJ for review and approval. Contractor shall revise traffic control plans as needed.

- B. Traffic control plans shall be prepared and stamped by a California licensed professional engineer with at least 5 years' experience preparing traffic control plans.
- C. Traffic control plans shall include:
  - 1. Specific plans for traffic control at each location of work, rather than generic plans.
  - 2. Schedule, duration and phasing of proposed work.
  - 3. Detour, lane closure and proposed signage plan.
  - 4. Location of K-rail with detail of appropriate end treatments.
  - 5. The traffic control plans shall conform to the California MUTCD and shall show the locations of all traffic control devices, markings and signageshow the locations of all traffic control devices, signage, and markings per California MUTCD.
  - 6. Bicyclist detours shall conform to the California MUTCD and shall be submitted as part of the TCP as necessary.
  - 5.7. Pedestrian detours shall conform to the California MUTCD and shall be submitted as part of the TCP as necessary.
- D. Approval of the TCP by the AHJ shall in no way relieve the Contractor of the responsibility for traffic and safety requirements.
- E. Include labor, material, equipment, tools, and services used in the regulation of construction traffic to and from the project site as well as public vehicular and pedestrian traffic within the project limits.
- F. Provide a TCP for each phase or segment of the construction meeting the requirements of the AHJ and this Section. Plans should be street specific, not generic:
  - 1. Each TCP shall be considered separately.
- G. TCP constraints:
  - 1. The following are general guidelines for preparing traffic control plans and shall be used where no other information is available.
  - 2. Road closures have been discussed with each agency and are not permitted.
  - 3. Access to all local streets and residences shall be maintained at all times, except as noted. Turn lanes are not considered as travel lanes. Provide one travel lane that is 12 feet wide in each direction at all times. The table below describes the traffic control restrictions.

Traffic Control Lane Closure Special Requirements		
Street Name	Days/Hours	Minimum Lanes to Remain Open
Street with two lanes (one lane in each direction) or less than 36 feet wide	Allowable working hours	One lane shall remain open at all times, alternating traffic flow in each direction for a wait time of not more than 5 minutes. Traffic shall not be allowed to back up into any intersections.
Street with more than two lanes or 36 feet or more wide	Allowable working hours	One lane shall remain open at all times, alternating traffic flow in each direction for a wait time of not more than 5 minutes. Traffic shall not be allowed to back up into any intersections.

- H. Intersection of Blanco Road and Reservation Road
  - 1. The receiving shaft at the Intersection of Blanco Road and Reservation road will require a specifically developed traffic control plan for both working and non-working hours.
  - 2. At all times, at least one standard 12-foot width lane of traffic shall be maintained in the southeast bound direction on Reservation Road through the intersection and one standard 12-foot lane width shall be maintained for a dedicated turning lane for southeast bound traffic on Reservation Road turning left onto Blanco Road.
  - 3. During hours where lighting is reduced from clear sky daytime hours (nighttime, fog, rain, etc.) temporary traffic control lighting shall be used to provide advance notice of a temporary detour and notice at the temporary detour.
- I. Submittal process:
  - 1. Submit TCP to Engineer for review for conformance with the contract requirements. TCPs not in conformance with the contract requirements will be returned from the Engineer to the Contractor for revision and resubmittal.
  - 2. Once the Engineer accepts the TCP for conformance with the contract requirements, Contractor shall submit the TCP to the AHJ for approval.
  - 3. Contractor shall revise the TCP per comments from the AHJ.
  - 4. Contractor shall submit approved TCP to the Engineer within 48 hours of approval by the AHJ.
- J. Changes to the TCP:
  - 1. If, during the execution of the work, the Contractor determines that the traffic control is not functioning as intended, the Contractor shall submit revised TCP to AHJ for approval.
  - 2. Submit approved revised TCP to the Engineer within 48 hours of completing a change.
- K. Provide for the protection of the traveling public, pedestrians, bicyclists, and workers within the area covered by the limits of construction, at all times when the area is affected by construction facilities or activities including the following:
  - 1. Public traffic access.
  - 2. Business access.
  - 3. Private property access:

- a. Warn, control, protect, and expedite vehicular and pedestrian traffic through the private property.
- 4. Driveway access.
- 5. Pedestrian access.
- 6. Bus stop access:
  - a. Provide Bus Stop Closure Schedule (BSCS) attached to TCP.
  - b. BSCS shall identify specific durations and times of day for all proposed bus stop closures.
  - c. Closures are not to exceed 2 consecutive bus stops at a time or 1,000 feet at a time.
  - d. During construction, coordinate with AHJ regarding specific dates of bus stop closures:
    - 1) Inform Owner of coordination details.
- 7. Sanitation (trash) truck access.
- 8. Bike access:
  - a. Maintain safe bike facilities through the work zone and associated traffic control layouts.
  - b. Provide alternative bike facilities or designated detour routes when necessitated by temporary removal of existing bike lanes.
- 9. Emergency vehicle access:
  - a. Maintain access for emergency vehicles at all times.
- 10. School zones and safe routes to school:
  - a. When a designated Safe Route to School is encroached upon by a construction work zone or the AHJ identifies a need for students to be assisted in the safe crossing through the work zone, provide a qualified crossing guard approved by the AHJ:
    - 1) Crossing guard shall be present for the full duration of time that children are likely to be present, as determined by the AHJ.
    - 2) Contractor is responsible for fees associated with the use of crossing guards.
- 11. Protection from excavations:
  - a. Open trench signs (sign number C27 (CA) or similar) shall be in place when there is an open trench or excavation, which is considered greater than 3-inches in depth for the purposes of placing the sign.
     n. The open trench sign shall be placed on all open trenches in accordance with California MUTCD Section 6F.103.
  - b. Continuous barricades shall be installed preventing the travelling public including, but not limited to, motorists, bikers and pedestrians from entering the construction zone from the direction of the traffic flow and shall be installed near the trench or excavation area.
- 12. Limit access to work sites.

# 1.07 NOTIFICATION PLAN

- A. See Section 01140 for additional requirements.
- B. Submit Notification Plan to Engineer for approval.
- C. Define who will notify, how they will notify, and when they will notify:
  - 1. Notify affected emergency agencies, residences, and businesses within the area of current work 1 month prior to start of operations.

- 2. Notify AHJ for any traffic control or work areas affecting traffic signals, public bus routes, or bus stops at a minimum of 1 week prior to any the work.
- D. Notify Construction Manager 15 days prior to start of construction.
- E. Notify the AHJ a minimum of 2 working days prior to the anticipated beginning of construction:
  - 1. Emergency services, such as police and fire.
  - 2. Other services, such as bus service, mail and garbage collection.
- F. Vehicular Traffic: Define placement of the following:
  - 1. Project signs:
    - a. See Sections 00 73 50 State Revolving Fund and Proposition 1 Funding Requirements and 01500 - Temporary Facilities and Controls for project sign requirements.
    - b. A minimum of 1 sign is required at each project location from the time work begins until final paving and striping is completed:
      - 1) Once final paving and striping is completed, Contractor may relocate project sign to another location.
    - c. Locate project signs as indicated on the Drawings.
  - 2. Text message boards (changeable message signs):
    - a. Locate text message boards in all directions where traffic enters the work area, while work is occurring. Provide text message boards a minimum of 1 week before work begins. Text message boards shall be used for the duration of work through final paving and striping.

# PART 2 PRODUCTS

Not Used.

# PART 3 EXECUTION

Not Used.

END OF SECTION

# SECTION 02742A

# ASPHALTIC CONCRETE PAVING (CA)

#### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Paving shall comply with the paving requirements of the local agency having jurisdiction, which shall take precedence over the requirements in this Section.
- B. Where paving is required in other areas, or if the local agency having jurisdiction does not have paving requirements, the requirements of this Section shall govern.
- C. Temporary paving is defined in this Section. If a local agency having jurisdiction has a temporary paving requirement, the local agency requirement shall take precedence over the requirements in this Section.

#### 1.02 REFERENCES

- A. ASTM International (ASTM):
  - 1. D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft. lbf/f4^3)(2,700 kN-m/m<sup>3</sup>).
  - 2. D1561 Standard Practice for Preparation of Bituminous Mixture Test Specimens by Means of California Kneading Compactor.
- B. Caltrans Standard Test Methods:
  - 1. Calif Test 202 Sieve Analysis of Fine and Coarse Aggregates.
  - 2. Calif Test 304 Preparation of Bituminous Mixtures for Testing.
  - 3. Calif Test 362 Determining Asphalt Content in Bituminous Mixtures by Vacuum Extraction.
  - 4. Calif Test 375 Determining the In-Place Density and Relative Compaction of AC Pavement.
  - 5. Calif Test 379 Determining Asphalt Content in Bituminous Mixtures (Troxler Nuclear Gauge Model 3241).
- C. State of California Department of Transportation Standard Specifications, latest edition (Caltrans Standard Specifications):
  - 1. Section 37 Bituminous Seals.
  - 2. Section 39 Hot Mix Asphalt Asphalt Concrete.
  - 3. Section 88 Geosynthetics.
  - 4.3. Section 92 Asphalt Binderse.
  - 5. Section 93 Liquid Asphalts.
  - **4.** Section 94 Asphaltic Emulsions.
  - 6.5. Section 96 Geosynthetics.

#### **1.03 SYSTEM DESCRIPTION**

A. This Work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, spreading and compaction of the mixture as specified and as indicated on the Drawings.

- B. In general, asphalt concrete and asphalt concrete base shall conform to Section 39 "Hot Mix Asphalt," and all applicable referenced sections of the Caltrans Standard Specifications:
  - 1. Where conflicts exist, this specification shall govern.
- C. Temporary paving:
  - 1. Temporary paving shall be per the requirements of the Authority Having Jurisdiction. Where the Authority Having Jurisdiction does not specify temporary paving requirements, the following requirements shall apply:
    - a. Trenches shall be paved with temporary Hot Mix Asphalt pavement immediately following the trench backfill.
    - b. All temporary asphalt shall be a minimum 2 inches thick for roads with a speed limit of 25 miles per hour or less and a minimum 3 inches thick for roads with a speed limit over 25 miles per hour.
    - c. Temporary asphalt shall be property compacted flush with existing paving using a vibratory roller or vibratory plate.
  - 2. All temporary paving must be kept up daily at the Contractor's expense.

# 1.04 DEFINITIONS

- A. "Asphalt Concrete" as used by Caltrans shall be considered the "Surface Course," or the final lift of the pavement section.
- B. "Asphalt Concrete Base" as used by Caltrans shall be the remaining portion of the asphalt pavement section excluding the final lift.
- C. "Asphalt Pavement" shall be the total pavement section of asphalt including Asphalt Concrete and Asphalt Concrete Base.

# 1.05 SUBMITTALS

- A. Mix design.
- B. Shop drawings.
- C. Product data:
  - 1. Asphalt.
  - 2. Asphalt aggregate.
  - 3. Pavement reinforcing fabric.
- D. Quality control submittals:
  - 1. Test results.
  - 2. Certificate of Compliance.
  - 3. Certificate of Competence.
- E. Equipment list.

# 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Asphalt pavement delivery:
  - 1. Transport the mixture from the mixing plant to the point of use in vehicles having tight bodies previously cleaned of all foreign materials.
  - 2. Treat bodies as necessary to prevent material from sticking to the bodies.

3. Cover each load with canvas or other suitable material of sufficient size and thickness to protect the asphalt mixture from the weather.

# 1.07 PROJECT CONDITIONS

- A. Environmental requirements:
  - 1. Asphalt concrete:
    - a. Place asphalt concrete only when surface is dry, and when atmospheric temperature in the shade is 40 degrees Fahrenheit and rising, or above 50 degrees Fahrenheit if falling.
    - b. Do not place asphalt concrete when weather is foggy or rainy, when base on which material is to be placed is in wet or frozen conditions, or when, in the opinion of the Engineer, weather conditions will prevent proper handling, finishing, or compaction of the mixtures.
  - 2. Prime coat:
    - a. Do not apply prime coat when atmospheric temperature is below 60 degrees Fahrenheit.
    - b. Apply prime coat only when base course is dry or contains moisture not in excess of that which will permit uniform distribution and desired penetration.

# PART 2 PRODUCTS

# 2.01 ASPHALT PAVEMENT MATERIALS

- A. Asphalts:
  - 1. Asphalt binder: Steam-refined paving asphalt, PG 64-10 conforming to Section 92-1.02C "Grades" of the Caltrans Standard Specifications.
  - 2. Prime coat and tack coat: Grade SC 70 cC onforming to Section 9339 of the Caltrans Standard Specifications.
  - 3. Fog seal: Asphaltic emulsion, Grade SS-1h.
- B. Asphalt aggregate:
  - 1. Aggregate for asphalt concrete shall conform to Section 39-1.02E of the Caltrans Standard Specifications for Type B grading, 1/2-inch maximum, medium.
  - 2. Aggregate for asphalt concrete base shall conform to Section 39-1.02E of the Caltrans Standard Specifications for Type B grading.
- C. Asphalt pavement shall be produced in a batch mixing plant, a continuous pugmill mixing plant, or dryer-drum mixing plant:
  - 1. Proportioning shall conform to Section 39-3.03 of the Caltrans Standard Specifications.
  - 2. Mixing shall conform to Section 39-3.04 of the Caltrans Standard Specifications.

# 2.02 PAVEMENT-REINFORCING FABRIC

- A. Pavement-reinforcing fabric shall conform to Section 88–1.0296 and all applicable referenced sections of the Caltrans Standard Specifications, at the following locations:
  - 1. All asphalt pavement.

# 2.03 SLURRY SEAL

- A. Slurry seal, Type II, shall be applied in conformance with the provisions in Section 37–2, and all applicable referenced sections of the Caltrans Standard Specifications, at the following locations:
  - 1. At all locations indicated on the Drawings.

# 2.04 AGGREGATE BASE COURSE

- A. Aggregate base course: As specified in Section 02050 Soils and Aggregates for Earthwork.
- B. Aggregate base course shall be placed at the following locations:
  - 1. Trench structural section below asphalt pavement.
- C. Compacted thickness of aggregate base course shall be the 12 inches or match existing, whichever is greater, unless otherwise indicated.

# 2.05 EQUIPMENT

- A. Spreading and compacting equipment:
  - 1. Spreading equipment shall conform to Section 39–<u>1.10</u> and all applicable referenced sections of the Caltrans Standard Specifications:
    - a. Only in areas inaccessible to the machine, by approval of the Engineer, will hand spreading be permitted.
  - 2. Compaction equipment shall conform to Section 39–1.10 and all applicable referenced sections of the Caltrans Standard Specifications.

# 2.06 SOURCE QUALITY CONTROL

A. The Engineer will perform sampling and tests of materials in accordance with California Test Method Number 304 and California Test Method Number 362 or 379, as applicable. Samples will be taken from materials as delivered to the site.

# PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verification of conditions: Verify surfaces and site conditions are ready to receive work. If unsatisfactory conditions exist, do not commence installation until such conditions have been corrected. Beginning application means acceptance of existing conditions.

# 3.02 PREPARATION

- A. Protection:
  - 1. Protect concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials.

- 2. Building and other surfaces shall be covered with paper or other protection, when required.
- 3. Contractor shall be responsible for any damage caused by Contractor's employees. All damage caused by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to Owner.
- B. Subgrade preparation:
  - 1. Immediately prior to applying prime coat or tack coat, or immediately prior to placing the asphalt pavement when prime coat or tack coat is not required, the subgrade to receive asphalt pavement shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be cleaned to remove any loose or extraneous material.
  - 2. If the asphalt pavement is to be placed on an existing base or pavement that was not constructed as part of the contract, the Contractor shall clean the surface by sweeping, flushing, or other means to remove all loose particles of paving, all dirt, and all other extraneous material immediately before applying the prime coat or tack coat.

# 3.03 PRIME COAT AND TACK COAT

- A. Prime coat:
  - 1. A prime coat of liquid asphalt shall be applied on all surfaces of base course material to be paved.
  - 2. Prime coat shall be applied at a rate of 0.25 gallons per square yard and shall conform to Section 93 1.03 of the Caltrans Standard Specifications for the distributor application of the grade of liquid asphalt being used.
- B. Tack coat:
  - 1. A tack coat of asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, or as otherwise specified in this Section.
  - 2. Tack coat shall be applied in one application at a rate of 0.1 gallons per square yard of surface covered.

# 3.04 ASPHALT PAVEMENT

- A. Compacted thickness of asphalt pavement shall be the 4 inches or match existing, whichever is greater, unless otherwise indicated.
- B. Placing materials in a windrow, then picking it up and placing it in the asphalt paver with loading equipment, will be permitted provided that:
  - 1. The asphalt paver is of such design that the material will fall into a hopper that has a movable bottom conveyor to feed and screed.
  - 2. The loader is constructed and operated so that substantially all of the material deposited into windrows is picked up and deposited into the paving machine.
  - 3. The windrow is deposited only so far in advance of the paver to provide for continuous operation of the paver and not so far as to allow the temperature of the asphalt pavement in the windrow to fall below 260 degrees Fahrenheit.
- C. Unless lower temperatures are directed by the Engineer, asphalt concrete shall be spread, and the first coverage of initial or breakdown compaction shall be performed when the temperature of the mixture is not less than 250 degrees Fahrenheit, and

all breakdown compaction shall be completed before the temperature of the mixture drops below 205 degrees Fahrenheit.

- D. Asphalt pavement shall be spread and compacted in not more than 2 inch layers and of the thicknesses indicated in the following table:
  - 1. A thickness tolerance of within 0.1 inches is allowed for asphalt concrete.
  - 2. A total thickness tolerance of within 0.2 inches is allowed for asphalt concrete base.
- E. A layer shall not be placed over another layer until the temperature of the layer is less than 160 degrees Fahrenheit at mid depth:
  - 1. If the temperature of any layer drops below 140 degrees Fahrenheit, or if directed by the Engineer, apply tack coat before placing next layer.
- F. Unless otherwise indicated on the Drawings, asphalt mixtures shall not be handled, spread, or windrowed in a manner that will stain the finished surface of any pavement or other improvements.
- G. The completed mixture shall be deposited on the prepared subgrade at a uniform quantity per linear foot, as necessary to provide the required compacted thickness without resorting to spotting, picking up, or otherwise shifting the mixture.
- H. Spreading:
  - 1. All layers of asphalt pavement shall be spread with an asphalt paver and shall conform to Section 39–1.11 and all applicable referenced sections of the Caltrans Standard Specifications.
  - 2. At locations where the asphalt pavement is to be placed over areas inaccessible to spreading and rolling equipment, all layers of asphalt pavement shall be distributed directly out of the back of the dump truck and spread by hand:
    - a. Asphalt pavement spread by hand shall be compacted thoroughly to the required lines, grades, and cross-sections by means of pneumatic tampers, or by other methods that will produce the same degree of compaction as pneumatic tampers.
- I. Compaction:
  - Compaction of asphalt pavement shall conform to Sections 39-1.11, 39 3.03, 39 3.04, and all applicable referenced sections of the Caltrans Standard Specifications.
  - 2. Minimum required density for each layer of asphalt pavement shall be 95 percent of that obtained in the laboratory in accordance with ASTM Test Method D1561.
- J. Segregation shall be avoided, and the surfacing shall be free of pockets of coarse or fine material. Asphalt pavement containing hardened lumps shall not be used:
  - 1. In areas inaccessible to paving and compacting equipment where spreading is done by hand, minimize the amount of segregation.

- K. Location of longitudinal joints in the top layer will be determined by the Engineer and shall not adversely affect the quality of the finished product.
- L. At all locations, or as directed by the Engineer, the asphalt concrete shall be square and at least 1-inch thick when conforming to existing surfacing. Tapering or feathering is not allowed.

# M. Pavement Smoothness:

1. Pavement smoothness shall comply with the 12-foot straightedge criteria as described in Caltrans Standard Specifications Section 36-3.01D(4) – Department Acceptance.

# 3.05 FIELD QUALITY CONTROL

- A. Construction Manager shall pay for and perform all asphalt testing.
- B. Contractor shall control the quality of Work. Contractor shall anticipate the following testing will be performed:
  - 1. The type and size of the samples shall be suitable to determine conformance with stability, density, thickness, and other specified requirements. Use an approved power saw or core drill for cutting samples. Furnish all tools, labor, and materials for cutting samples, testing, and replacing the pavement where samples were removed. Take a minimum of 1 sample for every 4,000 square feet of asphalt pavement placed.
  - 2. In-place density and compaction tests of the completed pavement in accordance with California Test Method Number 375, to determine compliance with the specified requirements. Submit test results to Engineer for approval.
- C. Cracks, settling of surface, improper drainage, improper compaction, and sloppy connection to previously laid surfaces will be construed as improper workmanship and will not be accepted.

# 3.06 REQUIREMENTS OF AGENCIES HAVING JURISDICTION

- A. City of Marina:
  - 1. Per the City's Encroachment Permit Requirements.
  - 2. Final paving should occur after each segment of pipe is installed.
  - 3. Compaction testing results shall be provided to the City for review no later than the day after compaction testing takes place:
    - a. Compaction testing shall occur per ASTM (not Caltrans)
- B. City of Seaside:
  - 1. Per the City's Encroachment Permit Requirements.
  - 2. Temporary paving shall be flush with the existing street.
  - 3. Minimum of 2 inches of temporary paving shall be provided.
- C. Monterey County:
  - 1. Per the County's Encroachment Permit Requirements.

# 3.07 MAINTENANCE OF PAVEMENT

A. Upon completion of final rolling, traffic shall not be permitted on the finished pavement for at least 6 hours, or until the asphalt pavement has cooled sufficiently to withstand traffic without being deformed.

# 3.08 WORKMANSHIP AND WARRANTY

A. Contractor shall provide written warranty against defects in materials or workmanship for a period of not less than 1 year upon completion of Work.

END OF SECTION

# **SECTION 02762**

# PAVEMENT MARKINGS

# PART 1 GENERAL

#### 1.01 SUMMARY

- A. Paving markings shall comply with the pavement marking requirements of the local agency-authority having jurisdiction, which shall take precedence over the requirements in this Section
- B. Replacement of removed pavement markings shall match the geometry, color, and type (ex. thermoplastic vs. paint) of pavement marking that was removed or the requirements of the local agency having jurisdiction.
- C. Where new pavement markings are required, and without requirements of the local authority having jurisdiction, this Section governs and includes: Pavement marking requirements for striping, text, and graphics; traffic signs.

# 1.02 SUBMITTALS

- A. Product data.
- B. Manufacturer's instructions.

# 1.03 QUALITY ASSURANCE

- A. Applicator qualifications: Minimum 5 years of experience of applying traffic markings with satisfactory performance record.
- B. Regulatory requirements: Comply with applicable requirements of governmental agencies having jurisdiction, including airborne emissions and industrial waste disposal requirements.

# 1.04 PROJECT CONDITIONS

- A. Apply pavement marking paint when:
  - 1. Pavement is clean and thoroughly dry.
  - 2. Ambient temperature is above 40 degrees Fahrenheit.
  - 3. Precipitation is not expected within 12 hours of completion of application.

# PART 2 PRODUCTS

# 2.01 PAVEMENT MARKING PAINT

- A. Manufacturers: One of the following or equal:
  - 1. Dunn-Edwards Corp.
  - 2. Glidden Co.
  - 3. Sherwin Williams Co.

- B. Materials:
  - 1. Pavement marking paint, latex based: One of the following or equal:
    - a. Dunn-Edwards: No. W 801, Vin-L-Stripe, epoxy-modified acrylic-latex based paint.
    - b. Glidden: 63240 Series, UltraHide Latex Traffic Paint.
    - c. Sherwin Williams: Set fast acrylic water borne traffic marking paint.
  - 2. Masonry conditioner: The following or equal:
    - a. Sherwin Williams: B46WZ1000, Masonry Conditioner.
  - 3. Colors:
    - a. Text: White.
    - b. Parking dividers: White.
    - c. No parking zone markings: Yellow.
    - d. No parking curb: Red.
    - e. Handicap zone markings: Blue and white:
      - 1) Blue paint: Match color No. 15090 in Federal Standard 595A as specified in Section 2-1720 of California Administrative Code Title 24 Handicap Regulations.
    - f. Accessible parking dividers and accessible route: Yellow.
    - g. Directional arrows: White.
    - h. Driving lane dividers: White.

# 2.02 TRAFFIC SIGNS

- A. Manufacturers: One of the following or equal:
  - 1. Seton Name Plate Co.
  - 2. Emedco.
- B. Material, shapes, and graphics: Post mounted baked enamel on steel sheet, reflectorized to show the same shape and color both day and night, with mounting holes, in accordance with the Uniform Traffic Control Devices manual. Fasten sign to post with stainless steel bolts.

# PART 3 EXECUTION

# 3.01 PREPARATION

- A. Remove dirt, oil, grease, and other materials which may affect paint adhesion.
- B. Apply masonry conditioner on weathered or sandblasted surfaces, brick, or stucco.

# 3.02 APPLICATION

- A. Apply paint at package consistency whenever possible. Thin paint as little as possible.
- B. Apply paint with specifically designed and manufactured equipment for pavement marking. Provide:
  - 1. Uniform straight edges without overspray.
  - 2. 4 inch wide lines, unless indicated otherwise.
  - 3. Hatching in handicap parking areas.
- C. Apply paint to obtain thickness recommended by paint manufacturer.

- D. Paint traffic control markings, including striping, directional arrows, cross walks and lettering, and handicap striping and symbols as indicated on the Drawings and in accordance with local governing agency's standards. Use stencils for arrows, lettering, and symbols.
- E. Install traffic signs where indicated on the Drawings. Set post in concrete to depth to resist sign damage from wind speed of 100 miles per hour.

END OF SECTION

# **SECTION 15118**

# PRESSURE REDUCING AND PRESSURE RELIEF VALVES

# PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes: Pressure reducing and pressure relief valves for water, air, sludge and chemical service.
- B. As specified in Section 15110 Common Work Results for Valves.

# 1.02 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
  - 1. B16.42 Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.
- B. ASTM International (ASTM):
  - 1. A48 Standard Specification for Gray Iron Castings.
  - 2. A536 Standard Specification for Ductile Iron Castings.
- C. Underwriters Laboratories, Inc. (UL).

#### 1.03 SUBMITTALS

- A. Submit as specified in Section 01330 Submittal Procedures.
- B. Product data: As specified in Section 15110 Common Work Results for Valves.
- C. Commissioning submittals:
  - 1. Provide Manufacturer's Certificate of Installation and Functionality Compliance.

#### 1.04 WARRANTY

A. Provide warranty as specified in Section 00 72 00 - Standard General Conditions of the Construction Contract.

# PART 2 PRODUCTS

1.

# 2.01 WATER PRESSURE REDUCING VALVES

- A. Water pressure reducing valves:
  - Manufacturers: No equal:
    - a. Cla-Val Model 692-01 and 92-01 where smaller than 3 inches.
  - 2. Design:
    - a. Pilot controlled, hydraulically operated, diaphragm actuated, globe patterned valve.

- b. Include the following optional features:
  - 1) X46A Flow Clean Strainer.
  - 2) CK2 Isolation Valve.
  - 3) CV Flow Control (Closing).
  - 4) Check Valves with Isolation Valve.
  - 5) X144 e-FlowMeter.
  - 6) X141 Pressure Gauge.
  - 7) CV Flow Control (Opening).
  - 8) X101 Valve Position Indicator.
  - 9) X43 "Y" Strainer.
- 3. Materials:
  - a. Body and cover: Ductile Iron ASTM A536.
  - b. Flange: ANSI 16.42 Class 150.
  - c. Valve trim: Stainless steel.
  - d. Pilot control: Cast bronze with stainless steel trim.
  - e. Diaphragm: Nylon reinforced Buna N.
  - f. Stem, Nut & Spring: Stainless Steel.
  - g. Isolation Valves: 316SS Ball Valves.
  - h. Adjustment Ranges: 20 to 105 pounds per square inch.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install as specified in Section 15110 - Common Work Results for Valves.

# 3.02 TESTING

- A. Factory Testing:
  - 1. The pressure reducing valves shall be factory tested at the following flow rates and pressures:
    - a. Beach Road:
      - 1) 6-inch Valve:
        - a) Upstream Pressure: 215 psi
        - b) Downstream Pressure: 65 psi
        - c) Flow Rate: 350 gpm
      - 2) 3-inch Valve:
        - a) Upstream Pressure: 215 psi
        - b) Downstream Pressure: 65 psi
        - c) Flow Rate: 125 gpm
    - b. Carmel Avenue:
      - 1) 4-inch Valve: 225 psi:
        - a) Upstream Pressure
        - b) Downstream Pressure: 65 psi
        - c) Flow Rate: 75 gpm
      - 2) 2-inch Valve:
        - a) Upstream Pressure: 225 psi
        - b) Downstream Pressure: 65 psi
        - c) Flow Rate: 25 gpm

- c. Marina Heights Drive:
  - 1) 12-inch Valve:
    - a) Upstream Pressure: 215 psi
    - b) Downstream Pressure: 80 psi
    - c) Flow Rate: 1,350 gpm
  - 2) 4-inch Vale:
    - a) Upstream Pressure: 215 psi
    - b) Downstream Pressure: 80 psi
    - c) Flow Rate: 450 gpm
- d. 9th Street:
  - 1) 4-inch Valve:
    - a) Upstream Pressure: 200 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 200 gpm
  - 2) 2-inch Valve:
    - a) Upstream Pressure: 200 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 70 gpm
- e. Coe Ave:
  - 1) 6-inch Valve:
    - a) Upstream Pressure: 190 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 650 gpm
  - 2) 3-inch Valve:
    - a) Upstream Pressure: 190 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 215 gpm
- f. Patton Parkway Turnout:
  - 1) 2-inch Valve:
    - a) Upstream Pressure: 181 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 100 gpm
- g. 5<sup>th</sup> Avenue Turnout:
  - 1) 6-inch Valve:
    - a) Upstream Pressure: 167 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 650 gpm
  - 2) 3-inch Valve:
    - a) Upstream Pressure: 167 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 215 gpm
- h. 5<sup>th</sup> Avenue Turnout (2):
  - 1) 6-inch Valve:
    - a) Upstream Pressure: 162 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 650 gpm
  - 2) 3-inch Valve:
    - a) Upstream Pressure: 162 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 215 gpm
  - 5<sup>th</sup> Avenue Turnout (3):
    - 1) 6-inch Valve:

i.,

- a) Upstream Pressure: 139 psi
- b) Downstream Pressure: 65 psi
- c) Flow Rate: 650 gpm
- 2) 3-inch Valve:
  - a) Upstream Pressure: 139 psi
  - b) Downstream Pressure: 65 psi
  - c) Flow Rate: 215 gpm
- j. Engineer Lane Turnout:
  - 1) 6-inch Valve:
    - a) Upstream Pressure: 130 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 650 gpm
  - 2) 3-inch Valve:
    - a) Upstream Pressure: 130 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 215 gpm
- k. General Jim Moore Boulevard (GJMB) Turnout:
  - 1) 6-inch Valve:
    - a) Upstream Pressure: 141 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 650 gpm
  - 2) 3-inch Valve:
    - a) Upstream Pressure: 141 psi
    - b) Downstream Pressure: 65 psi
    - c) Flow Rate: 215 gpm
- I. GJMB Golf Course Turnout:
  - 1) 12-inch Valve:
    - a) Upstream Pressure: 75 psi
    - b) Downstream Pressure: 55 psi
    - c) Flow Rate: 3,300 gpm
  - 2) 4-inch Valve:
    - a) Upstream Pressure: 75 psi
    - b) Downstream Pressure: 55 psi
    - c) Flow Rate: 450 gpm
- 2. Contractor shall notify Engineer 2 weeks in advance of factory testing and allow Engineer to witness test.
- 3. Manufacturer shall provide written proof (report printout) of testing and testing results.
- B. Field Testing:
  - 1. Contractor shall test each pressure reducing station (both pressure reducing valves at the same time), for not less than 1 hour, in the field under larger flow and pressure conditions specified in that location for the factory testing. For example, if the pressure reducing station has a 6-inch and 3-inch valve, test at the flow and pressure conditions of the 6-inch valve:
    - a. Contractor shall develop a test plan with a description, schedule, and sketches for field testing each pressure reducing station. Test plans shall identify the source of water, disposal of water, and method of obtaining upstream pressure. Test plans can include use of hydrant meter, water truck, baker tank, etc. Test plans shall be submitted to the Engineer for review and approval prior to testing. Testing can be done with a tank and tested in circular pumping operation, at the Contractor's option.

2. Testing each pressure reducing station shall be completed after disinfection, but before connection to the existing recycled water system.

# 3.03 FIELD APPLIED COATING OF VALVE EXTERIOR

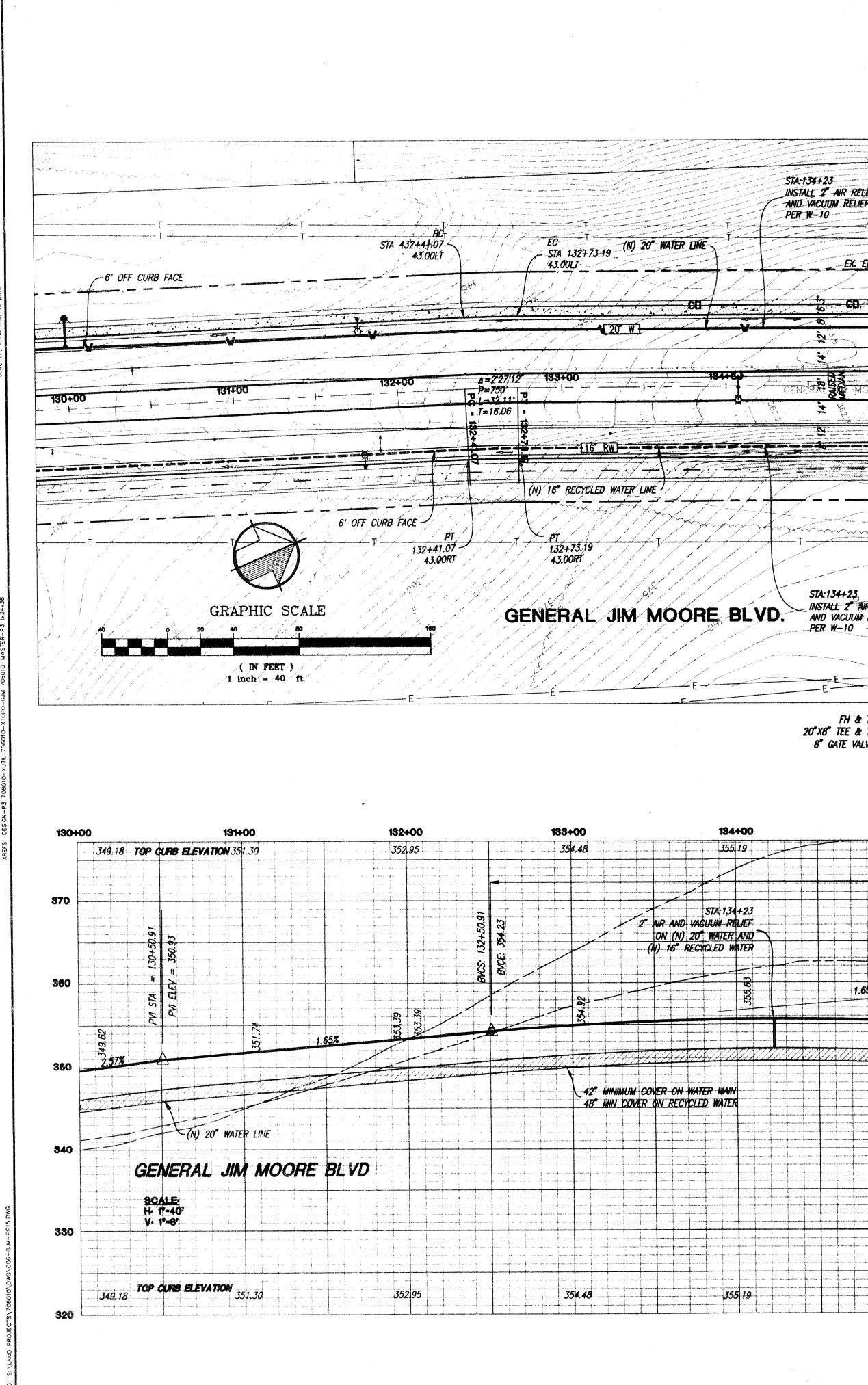
- A. Match color and be compatible with manufacturer's coating system and as specified in Section 09960 High-Performance Coatings:
  - 1. When shop applied finish coating matches field applied coating on adjacent piping, touch up shop coating in damaged areas in accordance with instructions recommended by the paint manufacturer.
  - 2. When shop applied coating does not match field coating on adjacent piping, or when damage has occurred to the shop applied coating that requires more than touchup, blast clean valve surfaces or utilize other surface preparation recommended by the manufacturer of the coating material and apply the coating system used for coating adjacent piping.

# 3.04 COMMISSIONING

- A. Manufacturer services:
  - 1. Provide certificates:
    - a. Manufacturer's Certificate of Installation and Functionality Compliance.
    - b. Manufacturers Field Services: Contactor shall pay for and coordinate manufacturer representative to field verify settings and perform recommended field start-up and testing to confirm settings.
    - c. Training: Contractor shall pay for and coordinate manufacturer representative to provide training to Owner's operations and maintenance staff at Owners facilities.
  - 2. Manufacturer's Representative onsite requirements:
    - a. Installation: 1 trip, 1 day minimum.
    - b. Functional Testing: 1 trips, 1 day minimum each.
  - 3. Training for Owner's Operation and Maintenance Staff:
    - a. Maintenance and Operation: 2 hours per session, 1 sessions.
- B. Functional testing:
  - 1. Valves:
    - a. Test witnessing: Witnessed.
    - b. Conduct pressure and leak test as specified in Section 15110 Common Work Results for Valves.

# END OF SECTION

# APPENDIX J GENERAL JIM MOORE BLVD PHASE 3 RECORD DRAWINGS



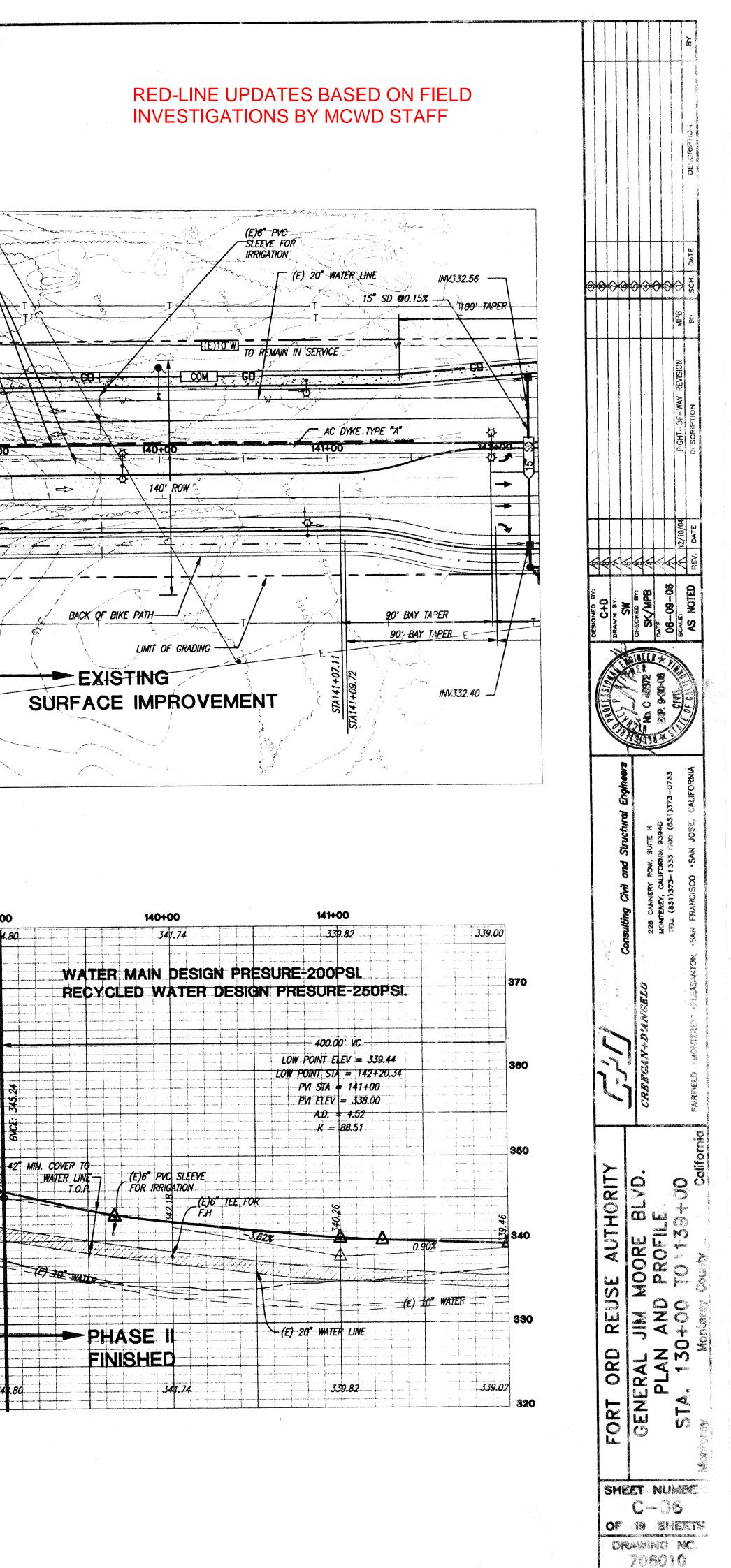
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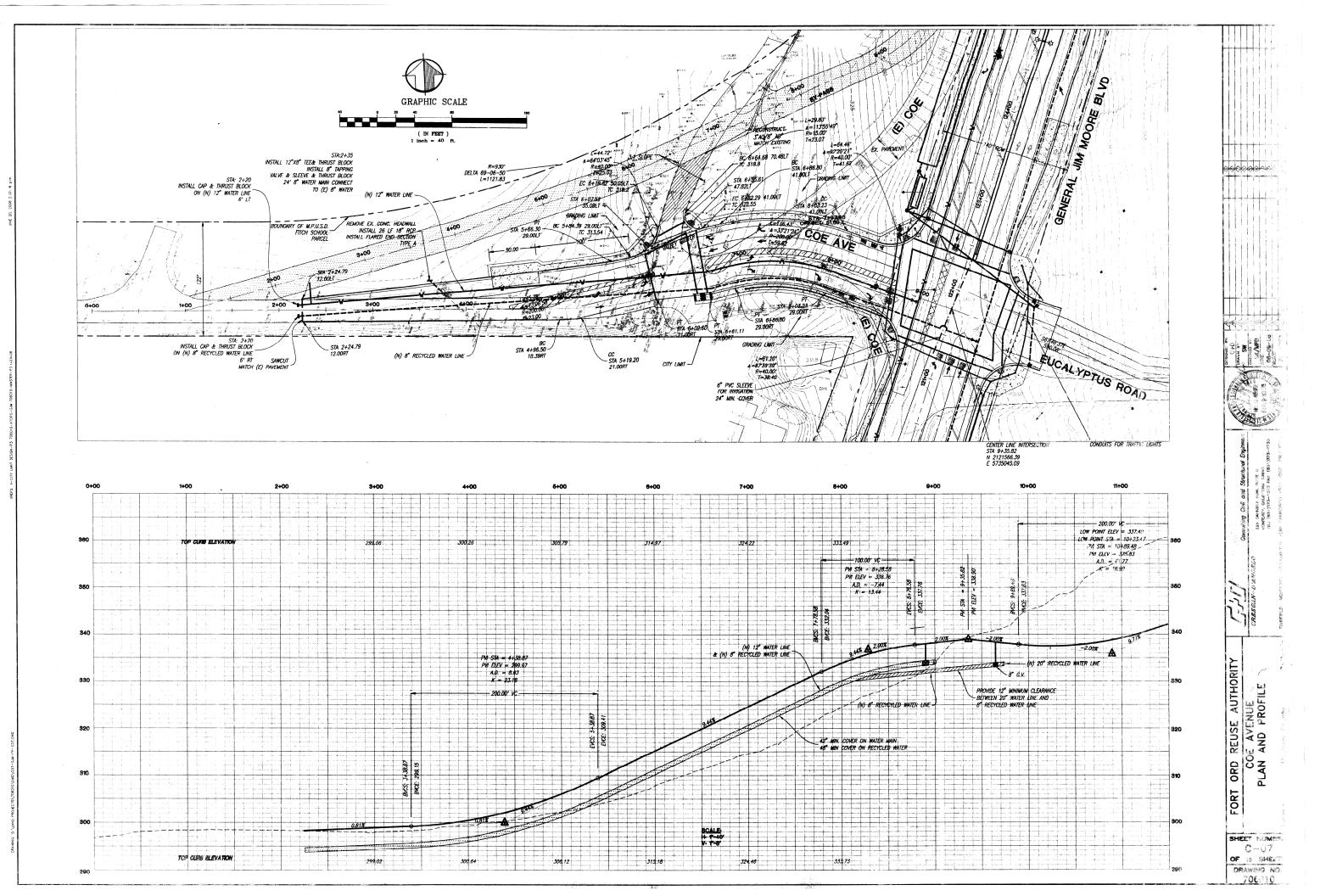
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# APPENDIX L DRAFT CSUMB ENCROACHMENT PERMIT

#### **TEMPORARY PERMIT**

The Trustees of the California State University (CSU), through California State University, Monterey Bay (CSUMB), hereby grant permission to Marina Coast Water District of Marina, CA (MCWD or Grantee) its officers, agents, and invitees, to enter upon the portion of the Trustees' property shown on Exhibit A, and to use that property to install recycled water pressure regulating, metering and backflow prevention stations (Stations) under, over, across, and through said property generally within the locations shown on said Exhibit A.

The permissive rights hereby granted shall be for the period beginning June 1, 2020 and ending December 31, 2021, or two calendar months after the completion of construction, whichever occurs first.

Grantee agrees to indemnify, defend and hold harmless the State of California, the Trustees of the CSU, CSUMB, and the employees, volunteers, officers and agents of each of them (collectively "the Grantor"), for any loss or liability caused by, or in any way connected with, the exercise of this Permit, except those arising out of the sole negligence of the Grantor.

Additional conditions on pages 2 through 14 of this document constitute an integral part of this Permit.

Date: (\_\_\_\_\_)

#### **APPROVED**:

Kevin R. Saunders VP Administration and Finance, CFO CSU, Monterey Bay

**GRANTEE:** Marina Coast Water District

**APPROVED**:

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

Print Name: <u>Thomas P. Moore</u> Print Title Rep for (Corporate Name):

President, Marina Coast Water District

Arthur J. Evjen Director, Business and Support Services CSU, Monterey Bay

#### **APPROVED AS TO FORM:**

Dawn Theodora University Counsel Office of General Counsel

# **Temporary Construction Permit Terms and Conditions**

# ADDITIONAL CONDITIONS OF

# PERMIT: 1) General

- a) Contractor is hereby advised that utility lines of unknown nature and origin may be present in the proposed easement area. Marina Coast Water District is to employ an independent locator service to determine location of existing utilities prior to any excavation work. Contractor must pothole and locate all utilities identified by the locating service or indicated on CSUMB as-builts and utility plans. Contact and coordinate with Marina Coast Water District, CSUMB Campus Planning and Development department prior to any excavation. CSUMB will provide existing utility plans to contractor, but does not warrant their completeness or accuracy.
- b) Contractor will provide CSUMB field notes and plan sheets in hard copy and CD format of all surveys. Where "Contractor" is used within this document, it implies Marina Coast Water District or a Contractor and/or Subcontractor working under Marina Coast Water District's direction.
- c) Contractor will advise CSU Monterey Bay, Campus Planning and Development Office (831-582-3709) of the work schedule prior to starting construction.
  - Contractor shall provide project schedule updates a minimum of once each month, and additionally whenever the progress of the work varies from the most recent schedule.
  - Schedule updates shall include a narrative listing all potential impacts to Campus operations described herein. Campus approval is required before any work may take place that impacts Campus operations as described herein.
  - Contractor must provide 30 day notice to CSUMB for review and approval of all impacts to Campus operations, especially any and all utility interruptions.
- d) Contractor will provide as-built drawings and CAD files electronically to the Campus Planning and Development Office within 30 days after the completion of construction. Provide a CD and a hard copy of all soils test reports Marina Coast Water District performs on the campus of CSUMB. Information will include date of test, and GPS coordinate location of percolation or boring test sites performed on the California State University, Monterey Bay property. Survey data will have a point of beginning tied to a known campus monument and will use the campus basis of bearings.
- e) Using the record of survey for the campus as the referenced record map, the basis of bearings, and the point of commencement, Contractor will provide a metes and bounds or other appropriate legal description, in accordance with the requirements of Business and Professions Code, and a plat of the easement as-built location to the campus and to the Land Records Section of the Division of Capital Planning, Design and Construction within twenty-eight (28) calendar days of the completion of construction in order that an Agreement and Grant of Easement may be timely granted if required. Upon request, the Land Records Section will provide a copy of the campus record of survey for the use of Contractor.

- f) Contractor will ensure that its employees, contractors, and agents will coordinate with the Campus Planning and Development Office with respect to other ongoing work on the campus and with respect to allowable work hours.
- g) Normal construction activities shall be performed Monday through Friday between the hours of 7:30am and 5:00pm, excluding holidays. Any weekend work after 5:00pm shall not be conducted without the prior approval by CSUMB.
- h) CSUMB will perform an initial construction document review and approval within 30 days and back check within 14 days.
- i) CSUMB will not be reimbursed for the time required to complete the project including but not limited to staff time, consultants or inspections.
- j) Campus review of construction documents shall include but shall not be limited to review for conformance to: SWPP requirements; fencing and safety requirements; waterline engineering standards; compaction requirements; site restoration plans; conformance to all applicable building codes;
- k) Construction shall conform to all applicable: building codes; air and water pollution control requirements; mitigation monitoring and reporting programs as required by CEQA and SWPP requirements.
- The Contractor shall not cause or allow sounds to be produced in excess of 65 decibels measured at the job site between the hours of 7:00 p.m. and 7:00 a.m. The Contractor shall not cause or allow sounds to be produced in excess of 85 decibels measured at the job site between the hours of 7:00 a.m. and 7:00 p.m. without the consent of the University;
- m) If the Contractor discovers any artifacts during excavation and/or construction, the Contractor shall stop all affected Work and notify the Trustees, who will call in a qualified archaeologist designated by the California Archaeological Inventory to assess the discovery and suggest further mitigation, as necessary. If the Contractor discovers human remains, the Contractor shall notify the Trustees who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the Trustees shall contact the appropriate tribal representatives to oversee removal of the remains.
- n) Contractor will observe all of the University activities as described: Commencement – 2 days between May 14-30, 2020, and 2021 (No closing of campus roadways) Student Move In – 1 Week August 20-30, 2020 and 2021 (No closing of campus roadways) Summer Orientation – 2 days per week June 8-19, 2020 and 2021 (limit noise near the library)
- c) Control the conduct of labor forces and prevent unwanted interaction initiated by workers with the staff, students or other individuals not associated with the project. In the event that any worker initiates unwarranted interaction, or in the opinion of the University's Representative conducts him/herself in an offensive or unprofessional manner,

immediately remove the worker from the project and replace with another worker of equivalent technical skill at no cost to CSUMB.

- p) All contractor personnel associated with the project shall wear shirts at all times, no smoking is permitted anywhere on CSU property and no radios other than 2-way communication type are allowed on the project site.
- q) The contractor shall limit their use of site and premises to allow for: Work by others as designated by the University, Maintain constant access for fire fighting or rescue equipment, Accessibility for the disabled, Access for trash removal.
- r) Contractor shall bear all expenses to restore any element of the campus that they damage or destroy to equal or better condition.
- s) Contractor shall perform a site survey at the location of the stations prior to the start of construction to familiarize themselves with and document existing site features/improvements.
- t) Any liability regarding disagreement as to pre-construction condition of site utilities not properly documented shall accrue to the contractor.
- u) Contractor shall restore all site features including but not limited to: hardscapes; landscape; irrigation; and utilities disturbed as part of the work to pre-construction condition or better.
- v) Restoration of any and all site improvements regardless of unknown site conditions or other conditions that are not observable as part of a site survey.
- w) If any utility is affected, the Contractor must provide a temporary connection to the affected utility/facility/area reestablishing service within four (4) hours of occurrence with due diligence at no additional cost to the University.
- x) All construction areas are to be kept clean, safe, and orderly at all times. The contractor shall assume full responsibility for protection and safekeeping of products and equipment stored on premises.
- y) Prior to starting construction, the contractor shall obtain University parking permits and instructions from University Department of Parking and Transportation at 831-582-3573. All workers and suppliers shall observe University traffic and parking regulations and park in areas designated by the University. No vehicles shall be parked on lawn areas or within the drip line of any tree.
- All contractors performing ground disturbing activities are required to participate in a 1 hour Unexploded Ordinance (UXO) training provided by the US Army Corp of Engineers.

# 2) General Continued

- a) The work will seek to avoid the removal of any existing trees. A qualified biologist or arborist will provide a report of the type, size and location of any trees to be removed. MCWD will pay CSUMB for the cost of replacing trees at a 2:1 (replacement: removal) rate at the time any other fees are paid to CSUMB.
- b) Any ice plant or other invasive species disturbed as a result of the construction process will be placed in a Contractor supplied waste dumpster and discarded off site.
- c) Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to Trustees. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable Air Quality Management District (AQMD) rules, see Article 4.03, subsections: a-Air Pollution Control and b-Water Pollution Control.

# 3) Temporary Services

- a) No temporary services are allowed on the campus of California State University, Monterey Bay without prior written approval from the Director of Campus Planning & Development.
- b) Conditions of Use:
  - i) Keep temporary services and facilities clean and neat in appearance.
  - ii) Operate in a safe and efficient manner.
  - iii) Take necessary fire prevention measures.
  - iv) Do not allow hazardous, dangerous, or unsanitary conditions or public nuisances to develop or persist on the site.
- c) In addition to other requirements and regulations contained herein, comply with regulations of the authorities having jurisdiction, including but not limited to:
  - i) Utility company regulations.
  - ii) Police, Fire Department, and Rescue Squad rules.
  - iii) Environmental protection regulations.
  - iv) University Health and Life Safety regulations, procedures, and requirements.
  - v) University Hazardous Materials consultant directives.
- d) Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
  - i) Electricity shall be taken from the existing system as available. Coordinate the installation with the University, as applicable, to identify point of connection and metering location(s).

- ii) All temporary services must first be inspected by a University Inspector. A stamp of approval will be affixed to the utility before the final connection is made.
- iii) All costs associated with electrical power, water, telephones and Internet service access for Temporary Field Office Facility shall be paid for by Grantee of this temporary permit.
- iv) A monthly fee will be charged for electrical power.
- e) Temporary telephone and DATA is available at the Grantee's request and at the Grantee's expense to get them to a location on the project site. A monthly fee will be charged for campus telephone & DATA.
- f) Install temporary toilets for the crew(s) as required. Using toilets within CSUMB buildings are prohibited. At no time shall there be less than the State-required number (based upon actual staffing levels) of combined operating toilets and/or portable toilets provided and readily accessible to the construction work force.
  - i) All portable toilets shall be located within the fenced staging yard or within the boundary fence of the trenching operation.
  - ii) Maintain temporary toilets in a clean and sanitary condition on the construction site for the duration of the project. Units shall be routinely maintained and inspected.

# 4) Temporary Fencing :

- a) Provide, install, and maintain a 6' high chain link temporary fencing at all station construction sites, staging and laydown yards, alternative forms of site security may be mutually agreed upon and reviewed periodically.
  - i) Design and install to prevent easy access to site by people and animals.
  - ii) Locate fence as required to ensure complete security of entire site.
  - iii) Provide gates as required for access.
  - iv) Place a legible "No Trespassing" sign on every other chain link panel.
  - v) Provide locks and keys for all gates in temporary fencing. Provide emergency access keys to Campus Police
  - vi) Submit temporary facility and fencing location layout plan for review and approval by the University prior to occupying any portion of the site and prior to issuance of Notice to Proceed.
- b) Preserve the natural resources within the project boundaries and outside the limits of permanent work.
- c) Confine construction activities to within the limits of the work indicated or specified. Work shall not exceed 15 feet to each side of the station site. Fencing shall be placed at this limit of construction.

# 5) Protection

a) Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others, and be responsible for all

associated costs. For the purposes of this agreement, the public or building occupants shall include all persons not employed by Contractor.

- b) All work shall conform to the Cal Trans Temporary Pedestrian Facilities Handbook available at: <a href="http://www.dot.ca.gov/hq/construc/safety/Temporary">http://www.dot.ca.gov/hq/construc/safety/Temporary</a> Pedestrian Facilities Handbook.pdf
- c) Work shall not be performed in any area occupied by the public or Owner's employees unless specifically permitted by the Contract or otherwise provided for in writing by the Owner and shall include adequate measures for the protection of the public, students, and CSUMB employees.
- d) In all cases, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.
- e) Alternate Precautions: When the nature of the Work prevents isolation of the work area, and the public or building occupants may be in or pass through, under or over the work area, alternate precautions may be provided during daytime periods of work only. These precautions shall include, but not be limited to the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations, trench plates, etc. All alternate precautions shall be approved by the CSUMB inspector.
- f) When Work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- g) Fences and barricades shall be removed upon completion of the project to the satisfaction of the University's Representative.
- h) Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.
- i) All equipment shall be equipped with functioning backup alarms, and there shall be a flag person isolating equipment from the public at all times equipment is operating in the proximity of the public.

# 6) Work within areas of pedestrian access

- a) Sidewalk closures and restrictions:
  - i) Use State of California, Department of Transportation (Cal-Trans) standard reflectorized signage where required to indicate closure of sidewalks, temporary revisions to crosswalks and other impacts to normal pedestrian walk routes.
  - ii) Where sidewalks which are partially restricted due to construction activities, a minimum width of 48" shall be maintained.
  - iii) Where portions of a sidewalk are temporarily closed, temporary fencing shall be placed at the nearest intersection to prevent the site impaired from traveling in a

direction which will require them to eventually stop and return to said intersection. Pedestrian detour signs and "sidewalk closed" signs shall also be provided at the point of closure.

#### 7) Maintenance of thoroughfares

- a) Pedestrian thoroughfares and crossings shall be maintained in a safe, clean condition, free of dirt, gravel and other debris resulting from construction operations at all times.
- b) Where work occurs on or adjacent to pedestrian thoroughfares, Contractor shall employ adequate measures (such as sandbagging, earthen barriers, etc.) to ensure that walks are protected from overflow of construction materials or runoff into the pedestrian area.
- c) Where work occurs on or adjacent to pedestrian thoroughfares, Contractor shall employ adequate measures to ensure that walks are protected from hazards related moving equipment and/or materials.

#### 8) Work within roadways and parking areas

- All construction activities which occur within campus streets and parking areas shall comply with the most current Cal-Trans standards for traffic control, signage and barricading.
- b) Contractor shall provide trained and equipped flagger to regulate traffic when construction operations or traffic encroach on University or public traffic lanes and walking areas. Flagger Requirements are as follows:
  - i) Whenever existing traffic lanes are altered, contractor shall provide properly equipped and trained flagger to direct traffic. Comply with most current Cal-Trans standards and "Instructions to Flaggers".
  - Whenever a section of two-way traffic is temporarily reduced to one lane, a minimum of two flagmen shall be provided to ensure proper traffic control in each direction. Two-way radio devices shall be used for communication between the flagmen where both direct line of site and audible communication cannot be maintained.
  - iii) Flagmen shall be dedicated solely to traffic and pedestrian control and shall not perform additional duties while assigned as flagmen.
  - iv) Flagman shall be trained and shall direct pedestrians and traffic in accordance with the requirements set forth below.
  - v) Contractor is advised that the Campus Community includes a large volume of students and staff with disabilities, including but not limited to wheel chair users, persons with hearing impairments, and persons with sight impairments; for this reason, escorting of equipment and vehicle traffic with flagmen shall be required as necessary.
- c) All temporary traffic control signage shall comply with California Vehicle Code Section 21400 and Cal-Trans standards. All signage shall be reflectorized.
- d) Where trenches, excavations or other work is required within streets, the Work shall be scheduled so as to maintain a minimum of one open traffic lane. A minimum of two lanes as required to allow safe 2-way traffic shall be restored prior to completion of

Contractor's operations each day. All roadways will remain open to two way traffic during Commencement as noted in General Conditions section (i).

e) All work within Campus streets and parking areas requires approval of Contractor's work schedule prior to commencement of work.

# 9) Steel plating

- a) Where temporary traffic controls must remain in place overnight or at other times when Contractor is not continuously present in the work area, cones, plastic delineators and other lightweight traffic control devices subject to displacement shall not be used for traffic control.
- b) Where temporary fencing and/or barricades remain in place overnight, weighted barricades with flashing amber lights shall be used to delineate the protruding corners of the of the work area enclosure at the approach from each direction.
- c) Where trenches or excavations are directly adjacent to a drive lane, the trench shall be plated in accordance with Cal-Trans standards, or concrete barricades (k-rail) shall be installed to protect vehicle traffic from entering the excavation during times when the work area is not manned by Contractor.
- d) Where trenches or excavations of a depth of 4'-0" or greater are directly adjacent to a drive lane or pedestrian walk, install 6' high chain link staging yard protective fencing a minimum horizontal distance of 4'-0" from the edge of the excavation.
- e) All traffic plates shall be beveled in the direction of vehicle traffic and secured in place.
- f) Comply with the most current Cal-Trans standards for sizing of traffic plates and shoring of trenches.

# 10) Traffic controls

- a) Traffic signs shall be installed at approaches to construction work, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- b) Contractor shall control traffic to maintain orderly flow in areas under Contractor's control and areas affected by Contractor's operations.
- c) Relocate as Work progresses, to maintain effective traffic control.

# 11) Construction Parking Control

- a) Contractor shall control vehicular parking to prevent interference with public traffic, parking and University operations.
- b) Contractor shall monitor parking of construction personnel's vehicles in Construction Staging Yard.

c) Contractor shall prevent parking on or adjacent to access roads or in non-designated areas.

#### 12) Emergency Response Access

- a) Contractor shall confirm local Fire Dept. requirements for access to the construction site and other Campus facilities impacted by the Work throughout the course of construction. Where Fire Dept. access must be maintained at specific areas, Contractor shall tailor the Work Plan and provide necessary temporary measures to accommodate same.
- b) Contractor shall maintain adequate provisions for passage of emergency response vehicles (ambulances, fire trucks etc.) over campus roads and inner-campus thoroughfares at all times.
- c) Provide and maintain access to fire lanes and fire hydrants. These areas shall be kept free of any obstructions.
- d) At all times that work is occurring which requires trenching, excavations, or other blockages of any fire lane or emergency access location, Contractor shall have traffic plating and other materials and equipment on hand as required to permit immediate passage of response vehicles in the case of an emergency. At no time shall said blockages be left unmanned.

#### 13) Access Routes

- a) Prepare a map showing proposed trade parking and truck haul routes. Submit to Campus Planning & Development for approval prior to the start of work. Haul routes and site access shall be only on routes as described by the University approved map and will not block any fire access routes, specifically to the east of the Library. Deviations from designated haul routes shall only be permitted only with prior approval. Contractor activity (pedestrian and/or vehicular) shall be conducted so as to avoid any interference with existing University facilities or their normal operations.
- b) Weight loads carried by vehicles shall be within capacity recommended by manufacturer and shall comply with applicable laws and regulations relating to allowable capacities for specific streets.
- c) Streets shall be maintained in a clean condition at all times. Sweeping of streets shall occur, at minimum, on a daily basis, or more often as required by continual hauling operations or construction traffic.
- d) All loads shall be covered with secured tarpaulins when loose materials are removed from or hauled into the Campus.
- e) Truck staging shall not occur on campus streets, unless prior authorization is received.
- f) Provide protection against damage to existing sidewalks, curbs and gutters and other improvements at locations where construction vehicles enter. Contractor shall be responsible for repair of all damage resulting from its operations. Damage to concrete shall be repaired by replacement of full sections to the nearest existing construction joint in each direction.

- g) All central sidewalk areas of campus (between buildings) are potential routes for fire and rescue equipment. Contractor must have available at all times sufficient heavy steel plating and equipment with which to place the plating, to provide access routes to loaded fire department equipment over any open trenching.
- h) All sidewalk areas more than eight feet wide which are obstructed by an open trench must be covered by heavy steel plating of sufficient size and thickness to provide a route to fully loaded fire department equipment prior to completion of the work day.
- i) Provide means of removing mud from vehicle wheels before entering streets. Contractor shall clean streets to maintain streets free from dirt from Contractor's construction operations.
- j) Designated existing on-site roads may be used for construction traffic as coordinated with the University Project Manager.
- k) Smoking, the use or sale of tobacco products, and the use of designated smoking areas are prohibited on all California State University properties.

# 14) Removal

- a) Remove equipment and devices when no longer required.
- b) Repair damage caused by installation and the travel of Contractor equipment.

## 15) Inspections

- a) Meet with a CSUMB inspector before construction commencement and agree upon what inspections will be required and what forms will be used. CSUMB will be monitoring: public safety, but shall not be construed to relieve contractor for all safety responsibilities and liabilities; compaction of all backfill, contractor shall provide 3<sup>rd</sup> party compaction testing reports to CSUMB inspector; restoration of site improvements.
- b) Notify the inspector 24 hours in advance of a required inspection by submitting a Request for Inspection form to Campus Planning & Development.
- c) For successful inspections, the inspector will so note on the request for inspection.
- d) For unsuccessful inspections, the inspector will issue a Correction Notice.

# 16) Bonding:

a) Contractor shall provide a performance bond equal to one half the total cost of the work to guarantee performance to this agreement.

# Insurance Requirements:

# https://www2.calstate.edu/csu-system/doing-business-with-the-csu/capitalplanning-design-construction/Documents/cgc\_dbb\_minor.pdf

### 4.06 Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees.

a. Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

(a) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

(b) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

(c) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

Contract General Conditions for Design-Bid-Build Minor Projects Revised March, 2019 - Page 20 of 39 pages

(a) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(b) Other Insurance by agreement between the Trustees and the Contractor.

b. Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Contractor shall timely file renewal certifications and endorsements for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

c. Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the General and Automobile Liability Policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, their officers, employees, representatives, volunteers, and agents, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) The Contractor shall immediately upon receipt of any notice of cancellation or any notice of non-renewal of any insurance required under this Article 4.06, provide written notice of any such insurance cancellation or non-renewal by certified mail to the University.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

d. Amount of Insurance.

(1) For All Projects.

The insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

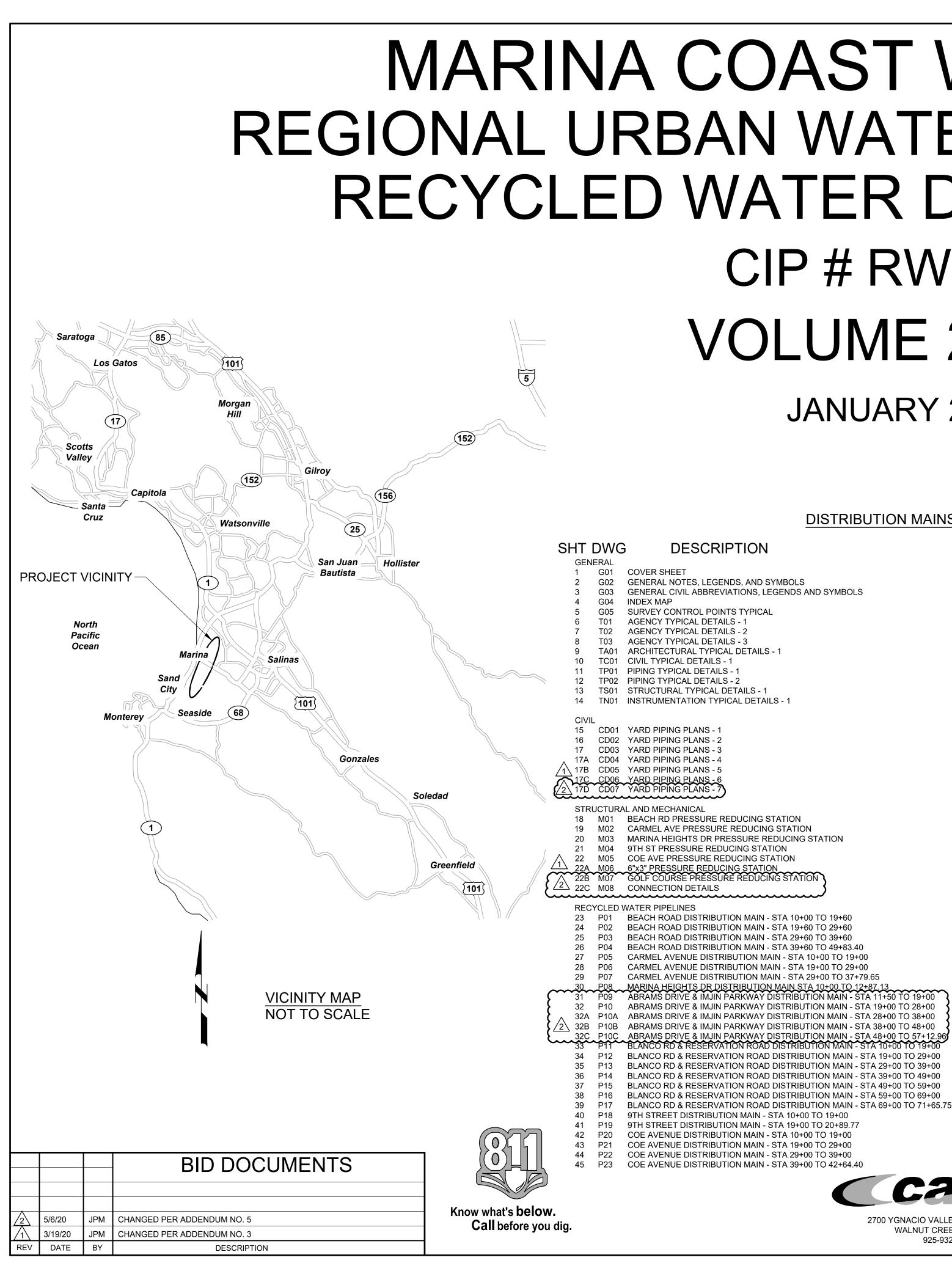
\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(b) Business Automobile	Autos or Pickup Trucks (up	Dump Trucks or Semi-
Liability Insurance-	to one-ton)	trucks
Limits of Liability		(hauling materials or
Vehicle Type		equipment)
Each Accident	\$2M	\$5M
Attachment A		

Description and Map of Station Locations

# DRAWINGS



# MARINA COAST WATER DISTRICT **REGIONAL URBAN WATER AUGMENTATION PROJECT RECYCLED WATER DISTRIBUTION MAINS** CIP # RW-0174 VOLUME 2 OF 2

# **JANUARY 2020**

# **DISTRIBUTION MAINS**

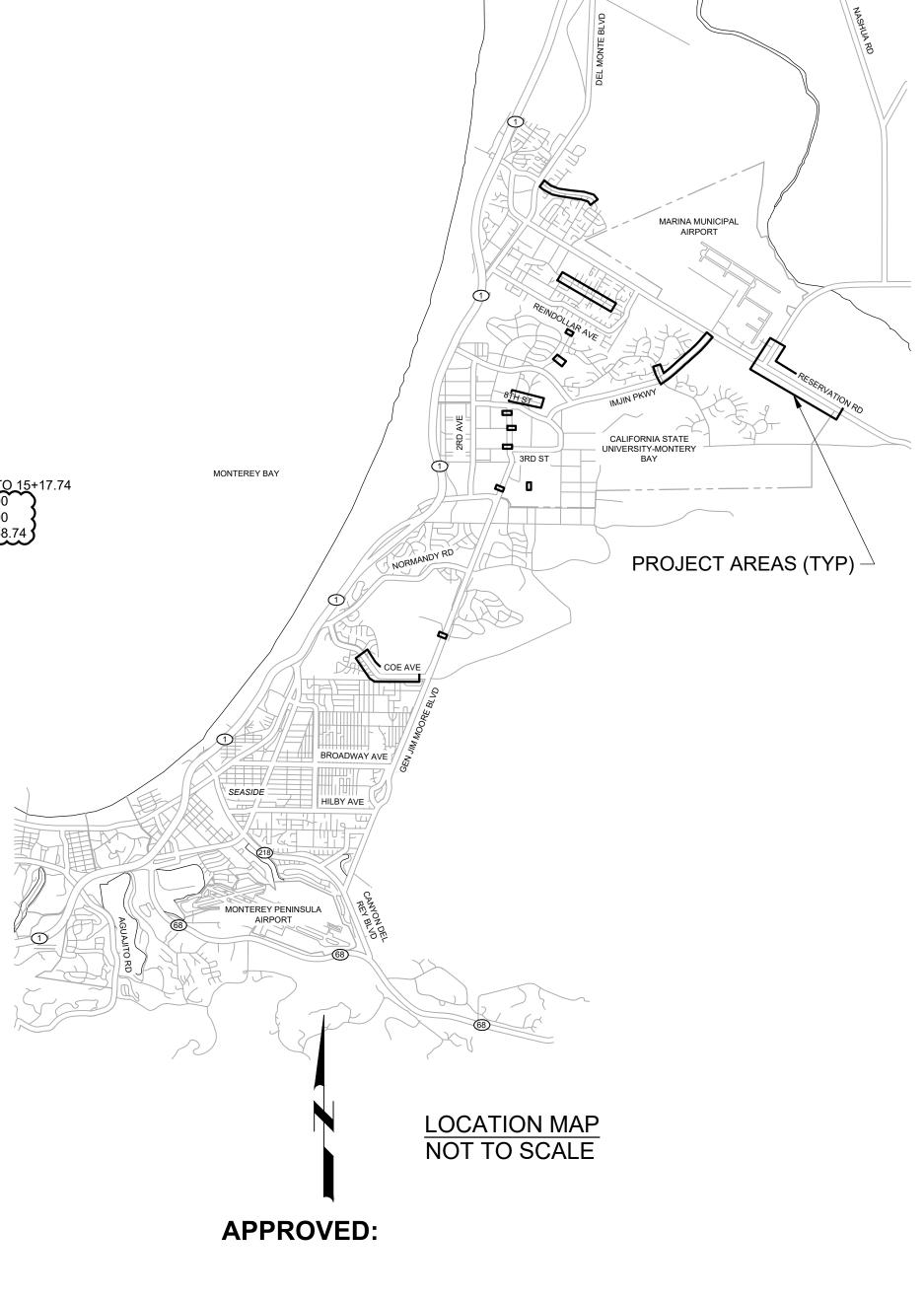
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PIPELINES ROAD DISTRIBUTION MAIN - STA 10+00 TO 19+60 ROAD DISTRIBUTION MAIN - STA 19+60 TO 29+60

# DESCRIPTION

S		DVVC	J DESCRIPTION
	POT	ABLE W	/ATER PIPELINES
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	47	P25	BEACH RD WL DISTRIBUTION MAIN - STA 19+00 TO 29+00
	48	P26	BEACH RD WL DISTRIBUTION MAIN - STA 29+00 TO 37+47.90
~~	49	P27	RESERVOIR 2 TO CRESCENT AVE CONNECTOR - STA 10+00 TO 15+17.74
· • •	49A	P28	ĬMJIŇ PĂŘKWAY WĽ DISŤŘIBUTION MAIN - SŤA 10+00 TO 19+00 Č
/2\	49B	P29	IMJIN PARKWAY WL DISTRIBUTION MAIN - STA 19+00 TO 29+00
	49C	P30	IMJIN PARKWAY WL DISTRIBUTION MAIN - STA 29+00 TO 37+68.74
	PAV	'ING	
	50	C01	PAVING PLAN - BEACH ROAD 1
	51	C02	PAVING PLAN - BEACH ROAD 2
	52	C03	PAVING PLAN - CARMEL AVENUE
	53	C04	PAVING PLAN - MARINA HEIGHTS DRIVE AND ABRAMS DRIVE
	54	C05	PAVING PLAN - RESERVATION ROAD 1
	55	C06	PAVING PLAN - RESERVATION ROAD 2
	56	C07	PAVING PLAN - 9TH STREET
	57	C08	PAVING PLAN - COF AVENUE 1





# No. 7326



MICHAEL WEGLEY, PE DISTRICT ENGINEER

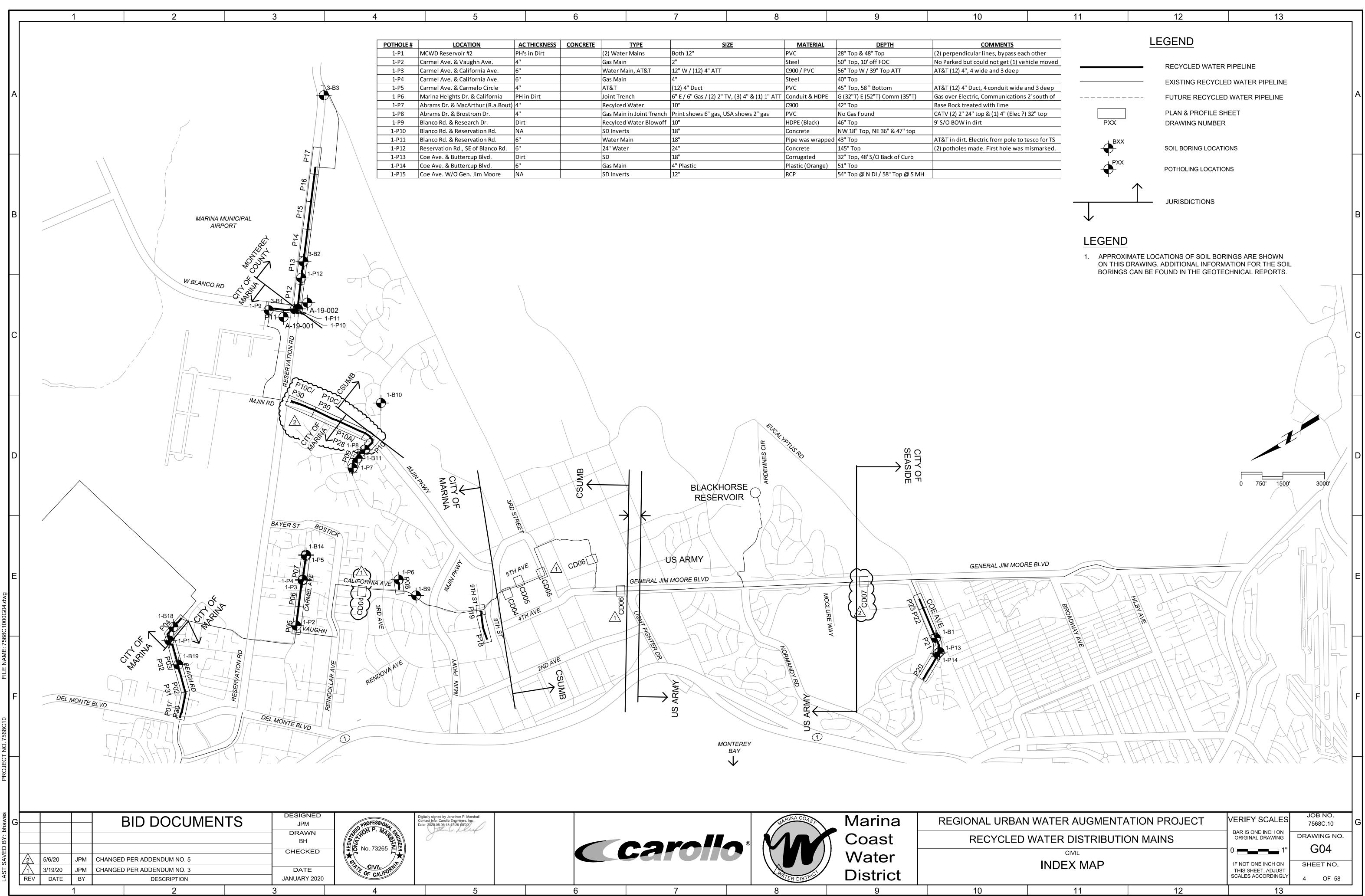
SUBMITTED

Contact Info: Carollo Engineers, Inc. Date: 2020.05.06 18:47:29-08'00' tothe plup

> JONATHON P. MARSHALL, P.E. CAROLLO ENGINEERS R.C.E. 73265

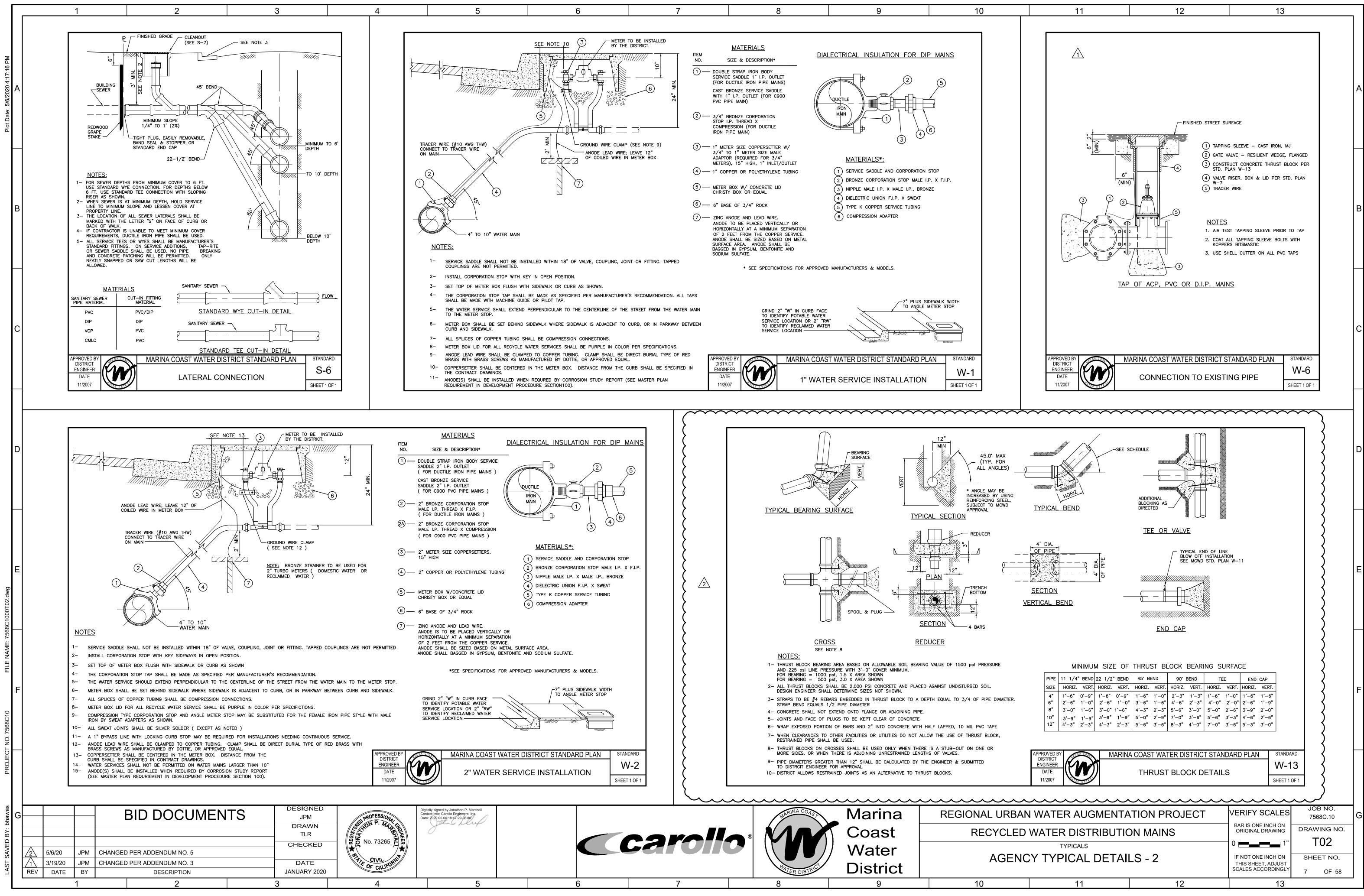
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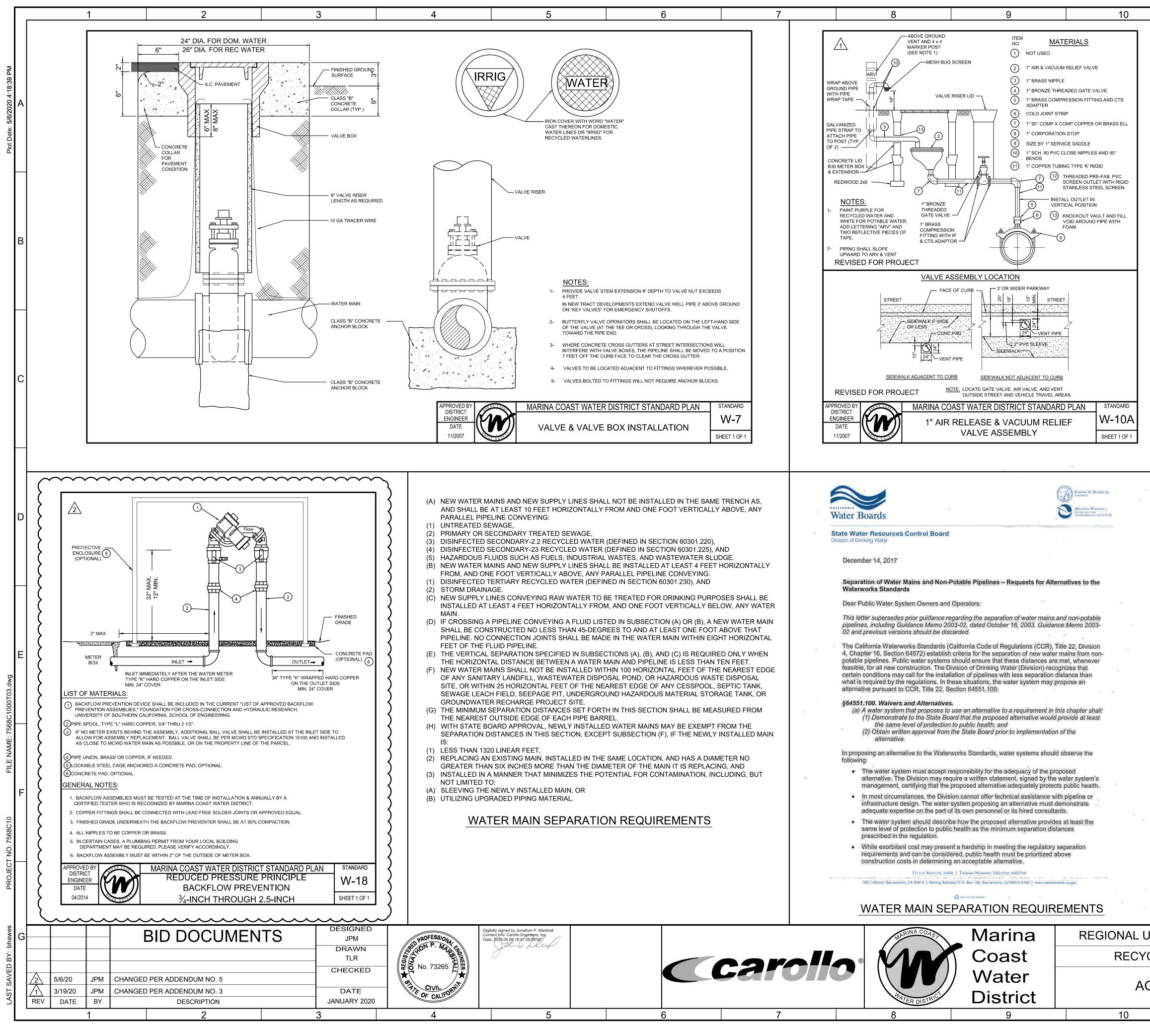
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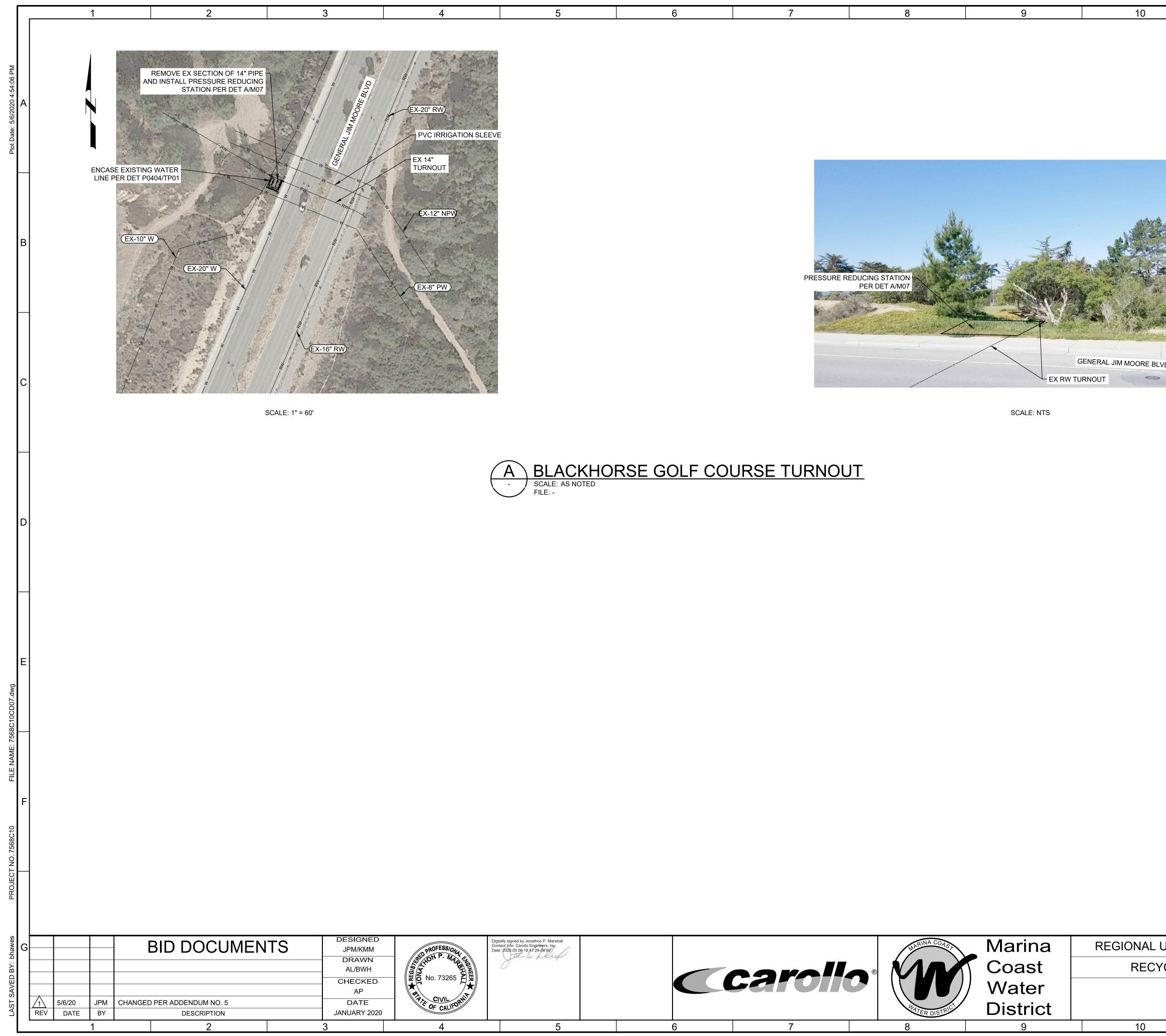
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N	AC THICKNESS	CONCRETE	ТҮРЕ	<u>SI</u>	ZE	MATERIAL	DEPTH	COMMEN
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n Ave.	4"		Gas Main	2"		Steel	50" Top, 10' off FOC	No Parked but could not ge
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o Circle	4"		AT&T	(12) 4" Duct		PVC	45" Top, 58 " Bottom	AT&T (12) 4" Duct, 4 conduit
California	PH in Dirt		Joint Trench	6" E / 6" Gas / (2) 2" T	√, (3) 4" & (1) 1" ATT	Conduit & HDPE	G (32"T) E (52"T) Comm (35"T)	Gas over Electric, Communi
ur (R.a.Bout)	4"		Recylced Water	10"		C900	42" Тор	Base Rock treated with lime
n Dr.	4"		Gas Main in Joint Trench	Print shows 6" gas, U	SA shows 2" gas	PVC	No Gas Found	CATV (2) 2" 24" top & (1) 4"
Dr.	Dirt		Recylced Water Blowoff	10"		HDPE (Black)	46" Top	9' S/O BOW in dirt
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Blvd.	Dirt		SD	18"		Corrugated	32" Top, 48' S/O Back of Curb	
Blvd.	6"		Gas Main	4" Plastic		Plastic (Orange)	51" Top	
n Moore	NA		SD Inverts	12"		RCP	54" Top @ N DI / 58" Top @ S MH	

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INDEX MAP		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	SHEET NO. 4 OF 58
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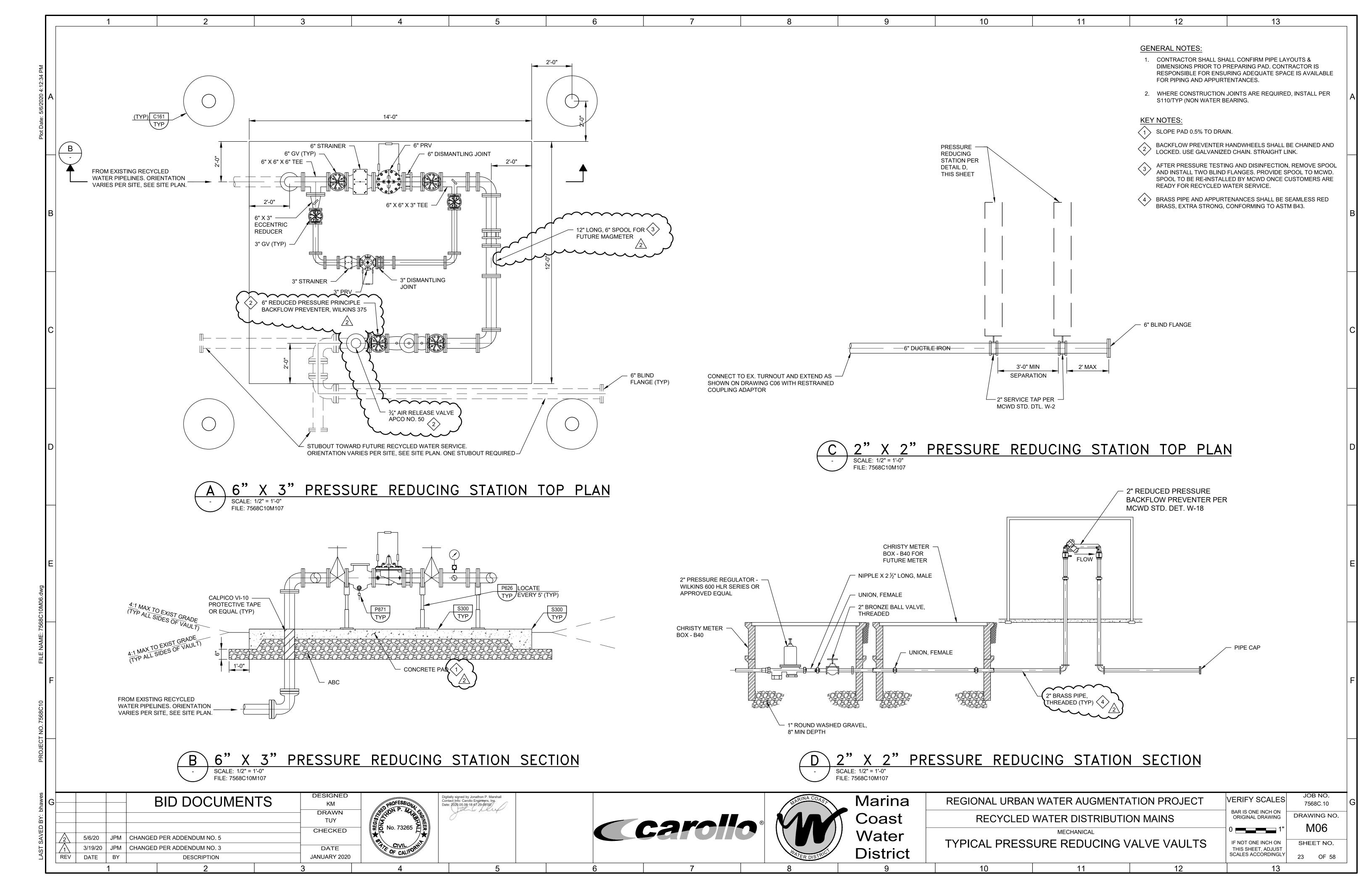


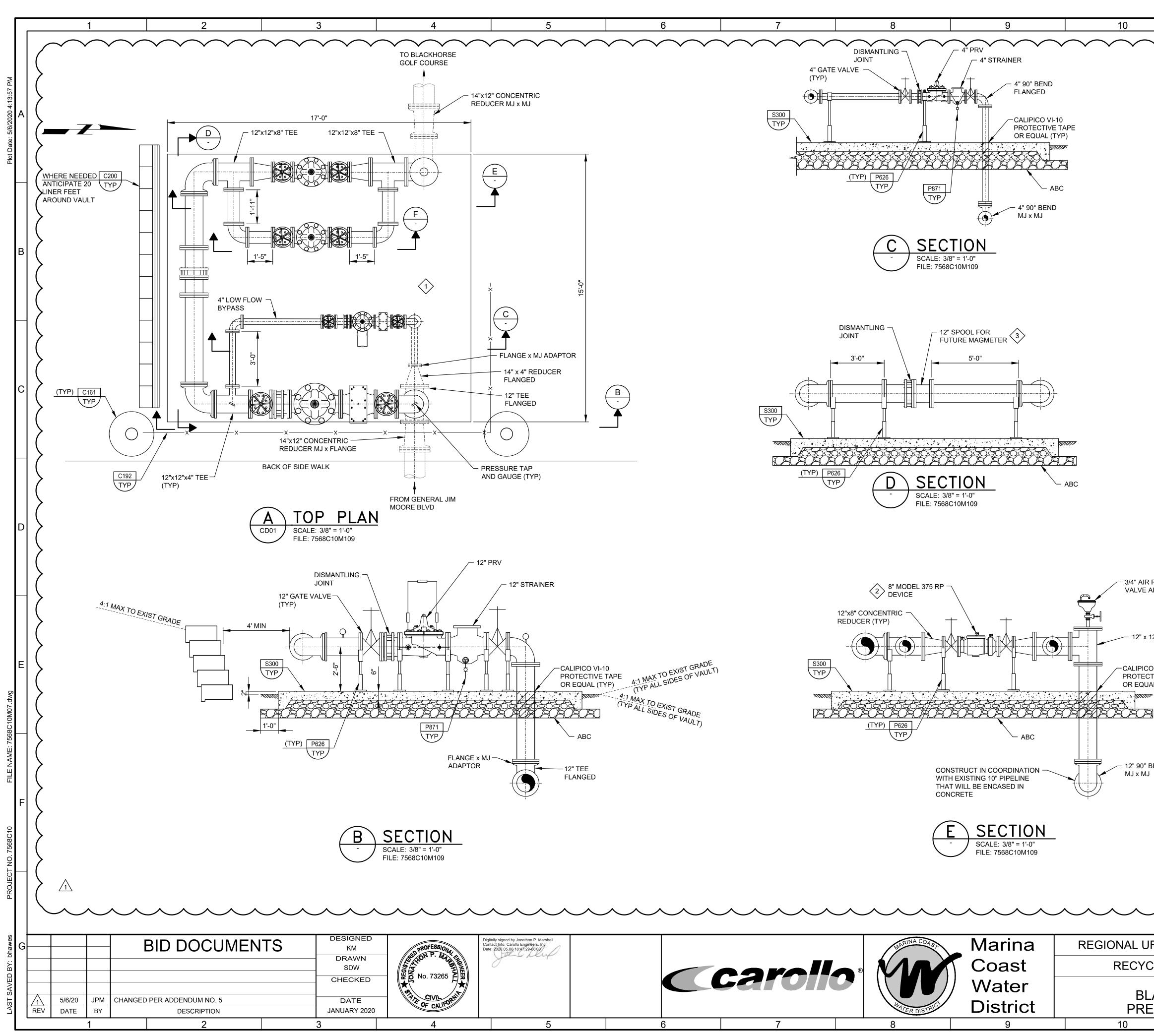
11 12 13 IN UNPAVED AREAS TOP OF BOX SHALL BE RAISED TO MINIMUM 1" ABOVE GROUND LEVEL -3/4" CRUSHED ROCK MATERIALS (10) 8" x AS REQ'D D.I. PIPE (1) PIPE DIA. x 4" D.I. OR WSP TEE, FLANGED (11) 8" BLIND FLANGE W/ 2 1/2 " TAP (2) 4" D.I. 90° ELL, FLG. x FLG. 3) 4" x AS REQ'D D.I. SPOOL (12) 2 1/2" BRASS NIPPLE AND 2 1/2" BALL VALVE, IP 4) 4" RW GATE VALVE, FLG. x FLG. ONE VALVE REQUIRED FOR MAINS LESS THAN 24-INCHES (13) B1730 BOX AND STEEL CHECKER PLATE COVER IN DIAMETER. TWO VALVES ARE REQUIRED, AS LID LETTERING PER MCWD DETAIL W-7 LETTERING. PAINT LID PURPLE FOR RECYCLED SHOWN, FOR MAINS 24-INCHES IN DIAMETER AND LARGER WATER AND BLUE FOR POTABLE. 5 VALVE AND VALVE BOX INSTALLATION PER (14) THRUST BLOCKS PER MCWD STD. PLAN W-13 M.C.W.D. STD. PLAN W-7 (6) 4" x AS REQ'D FLG. x PE D.I. PIPE (15) INSULATING KIT SHALL BE PROVIDED AS REQUIRED BY CORROSION STUDY & DISTRICT. (7) 4" D.I. FLANGE COUPLING ADAPTER (8) 8" x 4" D.I. TEE (16) 2 1/2" BRASS NIPPLE, I.P. THREAD X FH THREAD, (9) 8" D.I. BLIND FLANGE WITH PROTECTIVE CAP **REVISED FOR PROJECT** MARINA COAST WATER DISTRICT STANDARD PLAN STANDARD DISTRIC |W-11A ENGINEER **4 INCH LINE DRAIN** DATE **BLOWOFF ASSEMBLY** 11/2007 SHEET 1 OF 1 Public Water Systems December 14, 2017 - 2 -The Division has prepared an application checklist that may be used by water systems in proposing an alternative to the Waterworks Standards (Enclosure). The purpose of the checklist is to ensure that the Division has sufficient information to evaluate the proposal. The water system may submit the information in a different format from the checklist, provided that the submittal provides adequate information. The checklist may also be used to provide written certification that the proposed alternative adequately protects public health. If you have any questions, please contact the Division office that oversees your water system. Sincerely, am 0 all Darrin Polhemus, P.E. Deputy Director Division of Drinking Water Enclosure: Waterworks Standards Main Separation Alternative Request Example Checklist WATER MAIN SEPARATION REQUIREMENTS JOB NO. VERIFY SCALES **REGIONAL URBAN WATER AUGMENTATION PROJECT** 7568C.10 BAR IS ONE INCH ON DRAWING NO. **RECYCLED WATER DISTRIBUTION MAINS** ORIGINAL DRAWING T03 TYPICALS **AGENCY TYPICAL DETAILS - 3** IF NOT ONE INCH ON SHEET NO. THIS SHEET, ADJUST SCALES ACCORDINGL 8 OF 58 11 12 13



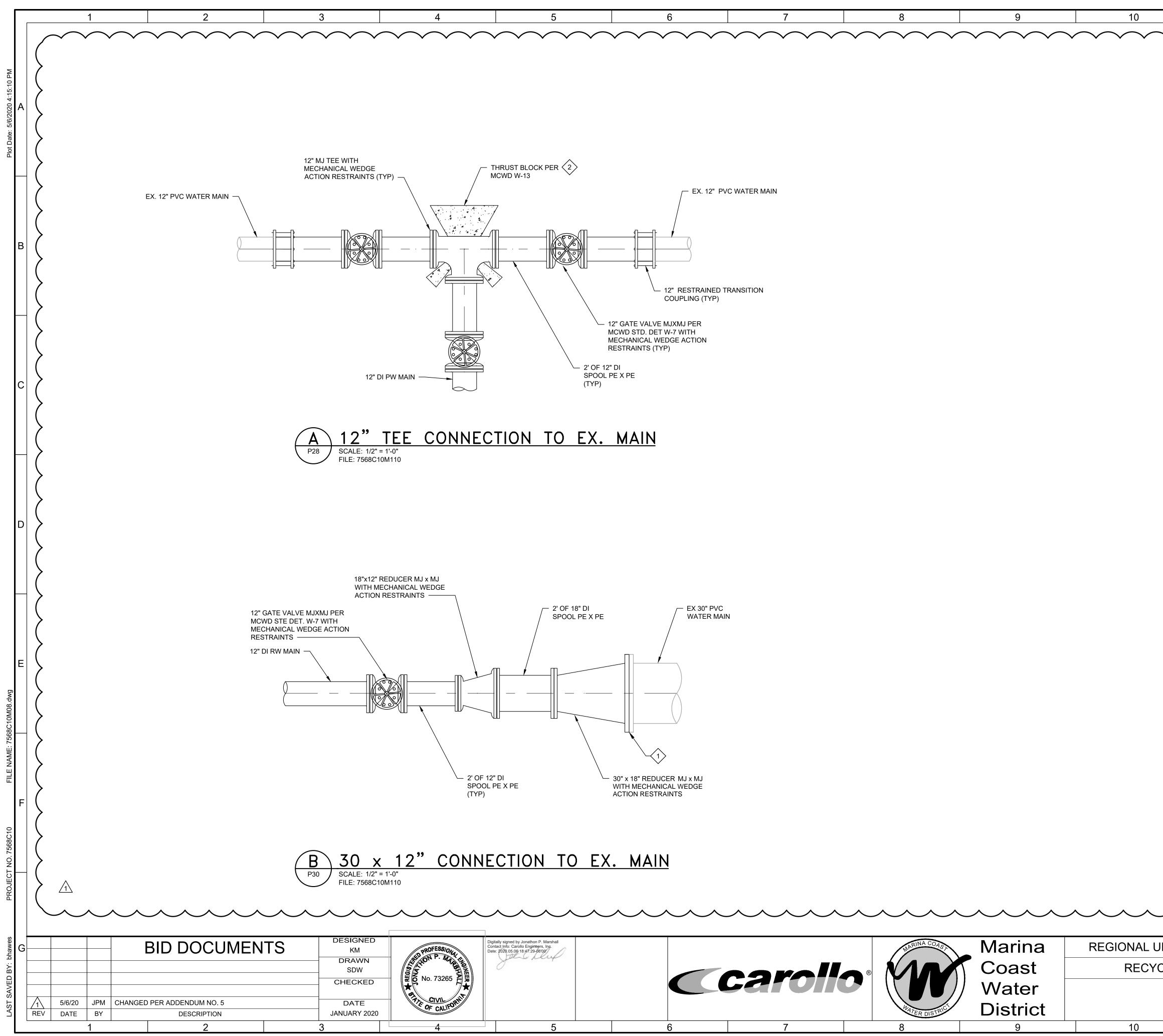
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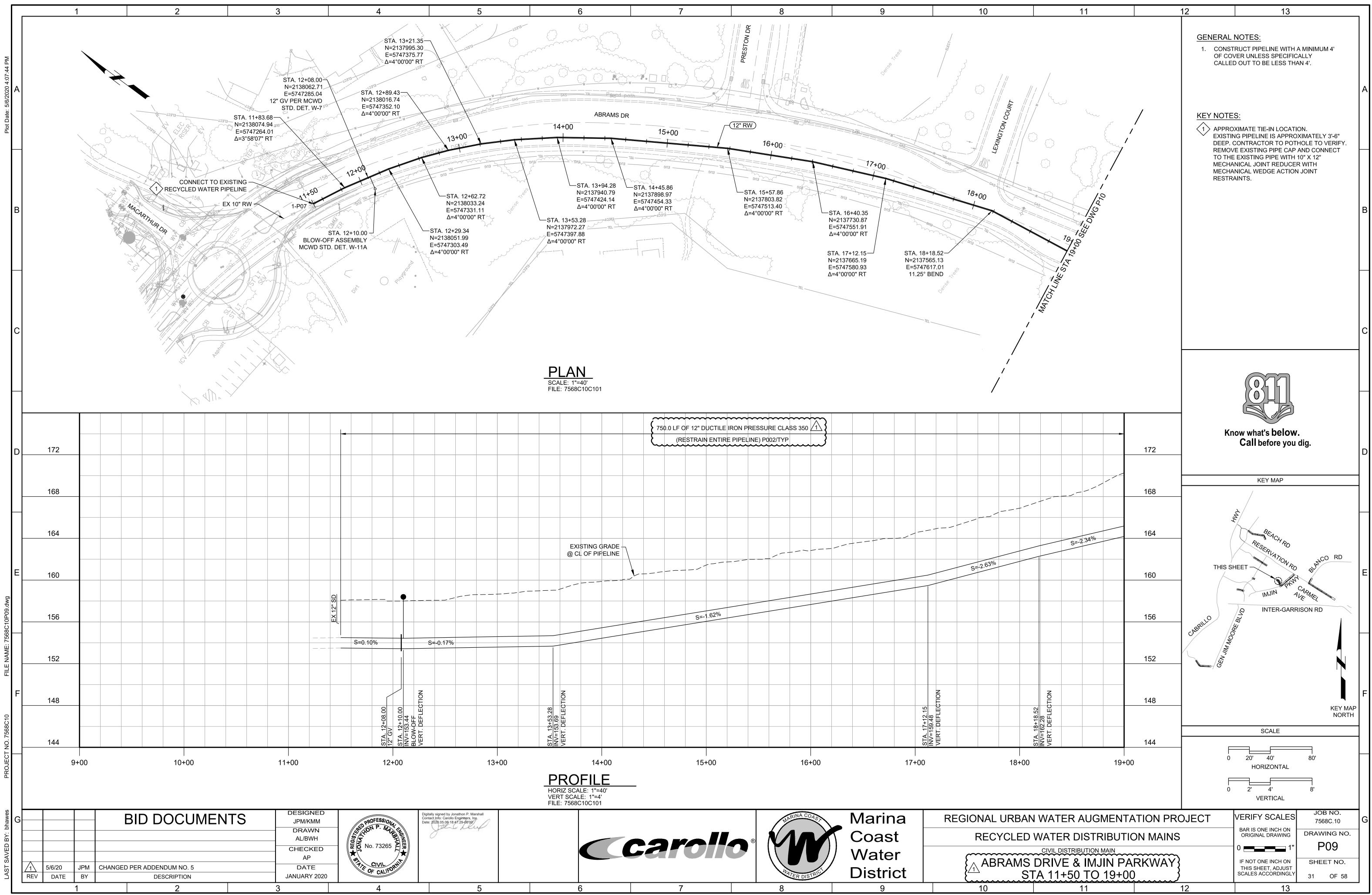


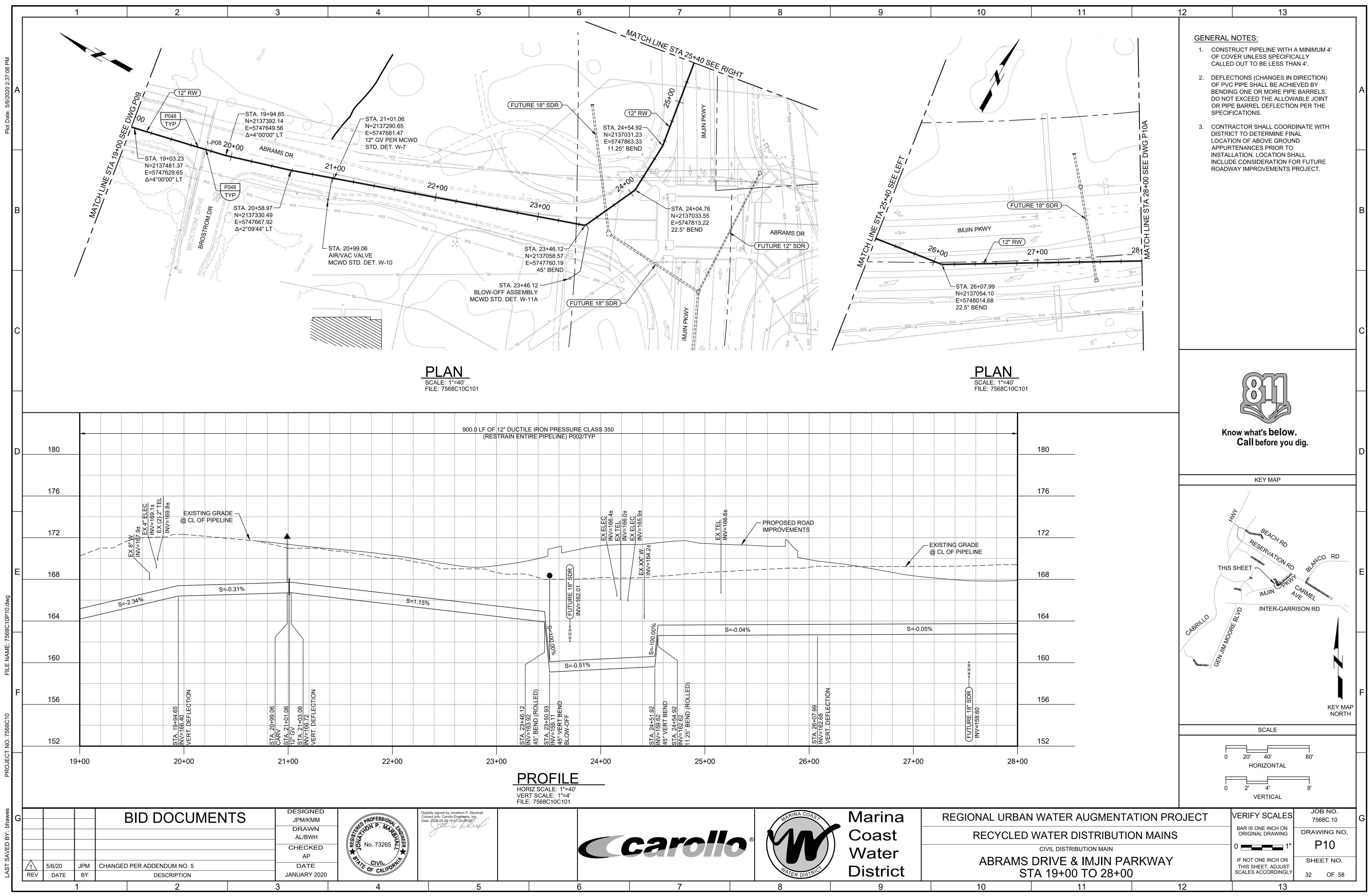
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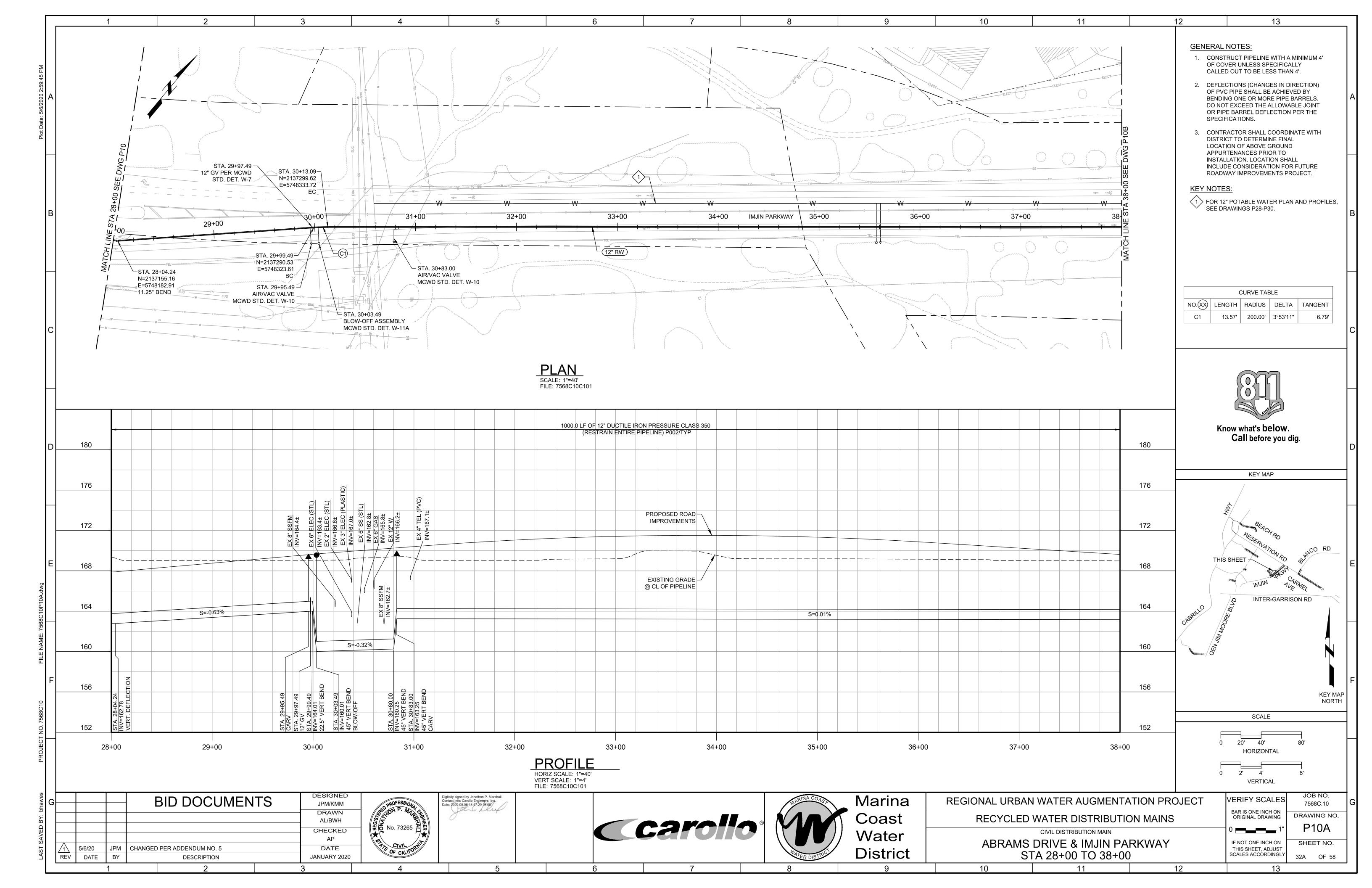


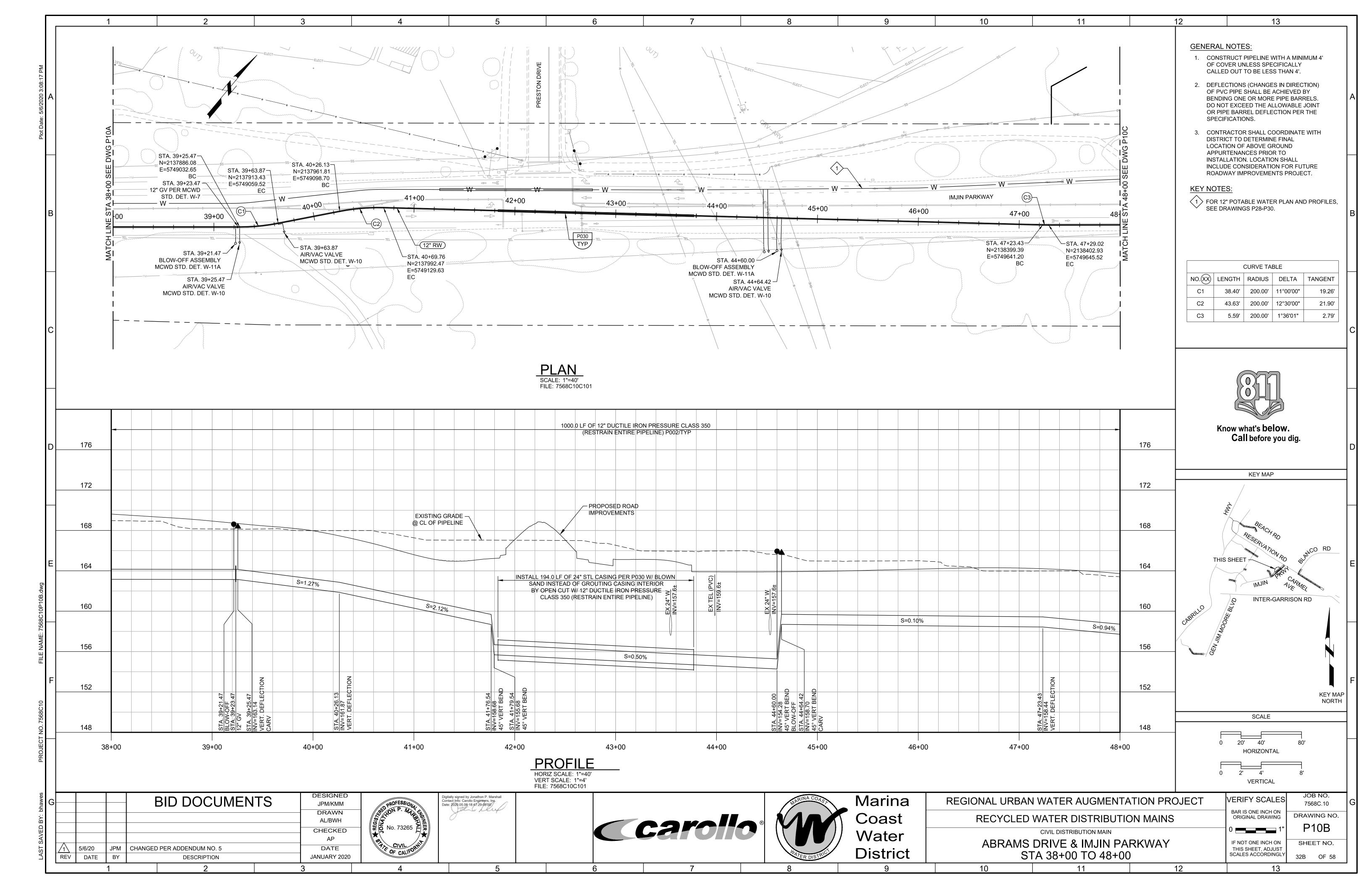
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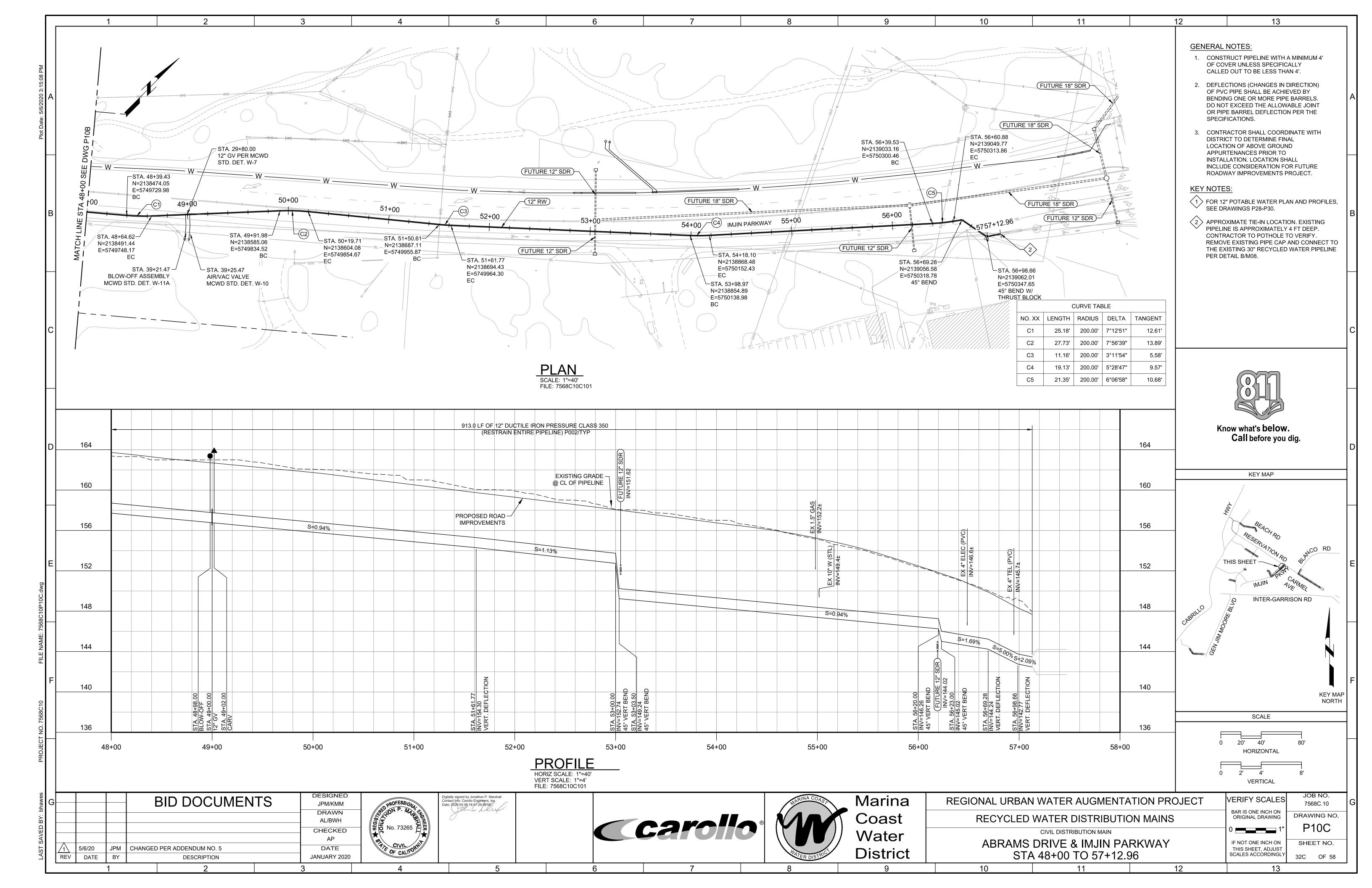
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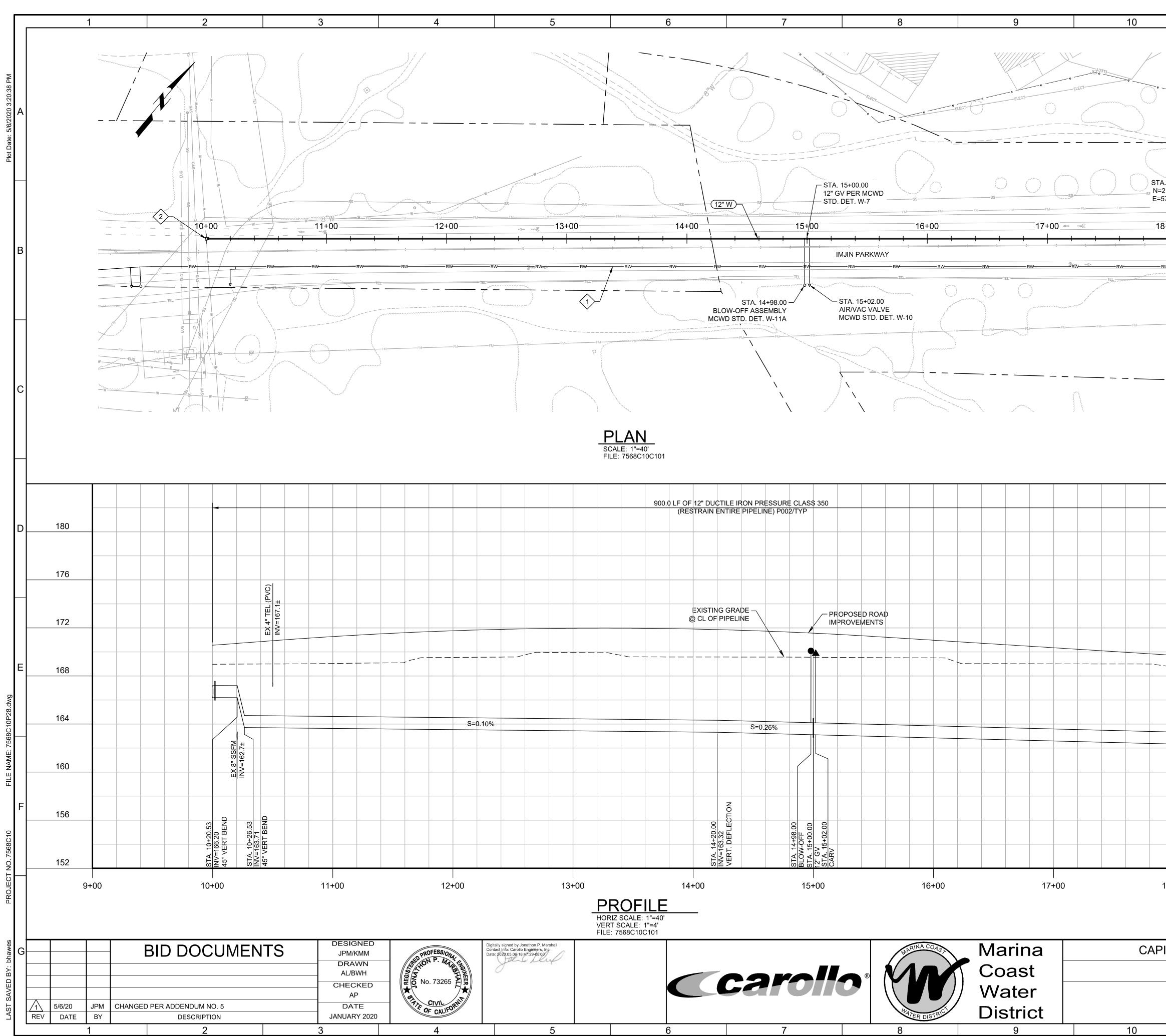




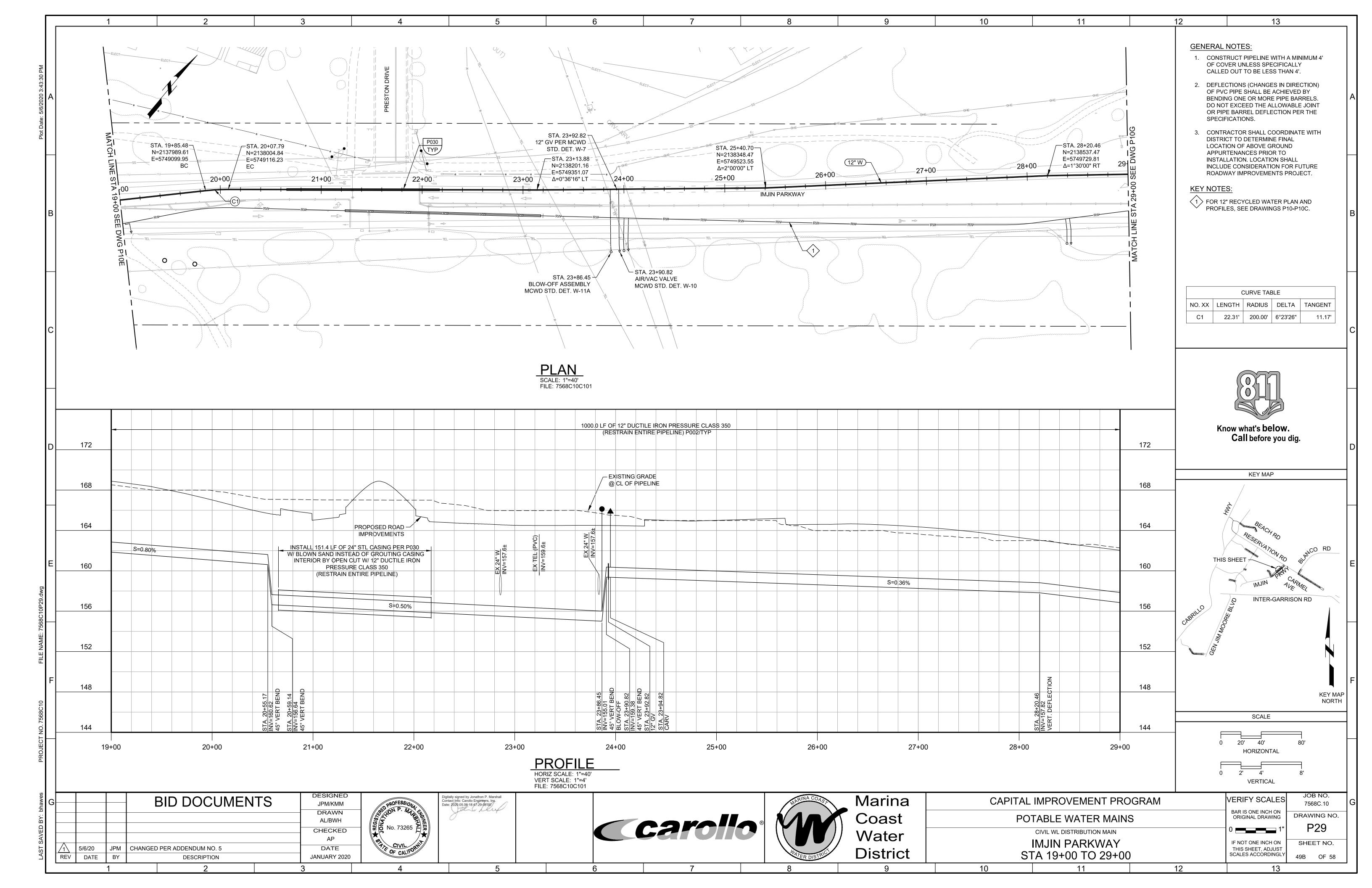


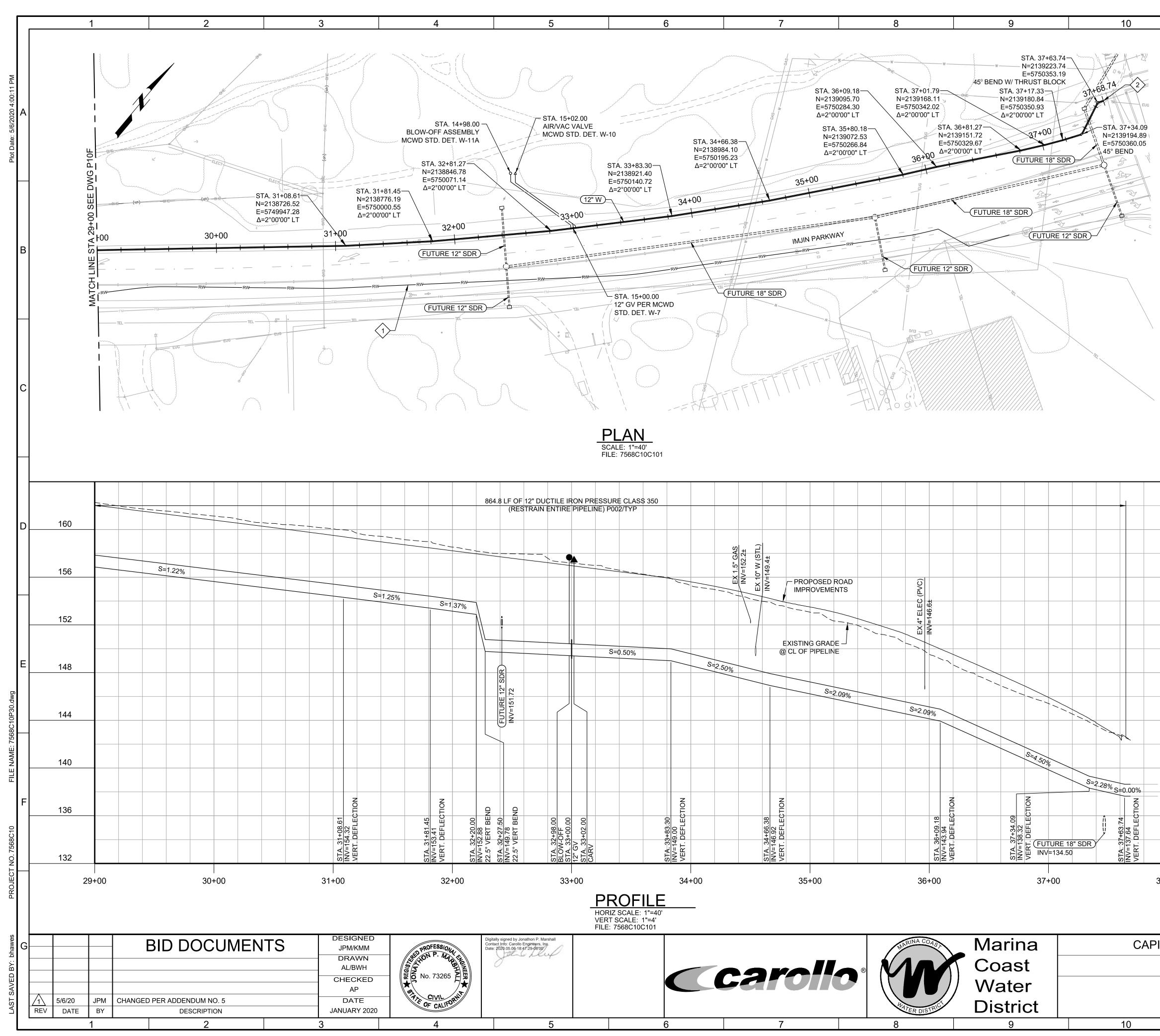






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RW RW RW RW FW		2 APPRO PIPELIN CONTR CONNE	" RECYCLED WATER PLAN AND ES, SEE DRAWINGS P10-P10C. XIMATE TIE-IN LOCATION. EXISTING IE IS APPROXIMATELY 25 INCHES DEEP. ACTOR TO POTHOLE TO VERIFY. CT TO THE EXISTING 12" POTABLE PIPELINE PER DETAIL A/M08.	В
			CURVE TABLE NGTH RADIUS DELTA TANGENT 21.94' 200.00' 6°17'10" 10.98'	С
	180	Kn	ow what's below. Call before you dig.	D
	176			
	172 168		SHEET	E
S=0.80%	164 160	CABRILLO COM MINNES		
STA. 18+58.80 INV=162.18 VERT. DEFLECTION	156		KEY MAP NORTH SCALE	F
18+00 19+00		F o f	20' 40' 80' HORIZONTAL 2' 4' 8' VERTICAL	
PITAL IMPROVEMENT PRO POTABLE WATER MAIN CIVIL WL DISTRIBUTION MAIN IMJIN PARKWAY STA 10+00 TO 19+00	S )	2	VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0 1 1" P28 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY 13	G
	, I	L	I IJ	





POTABLE WATER MAINS       Bar is one inch on original drawing       Drawing no.         CIVIL WL DISTRIBUTION MAIN       01"       P30		11		12 13	٦
Call before you dig. Call before you dig.				GENERAL NOTES:         1. CONSTRUCT PIPELINE WITH A MINIMUM 4' OF COVER UNLESS SPECIFICALLY CALLED OUT TO BE LESS THAN 4'.         2. DEFLECTIONS (CHANGES IN DIRECTION) OF PVC PIPE SHALL BE ACHIEVED BY BENDING ONE OR MORE PIPE BARRELS. DO NOT EXCEED THE ALLOWABLE JOINT OR PIPE BARREL DEFLECTION PER THE SPECIFICATIONS.         3. CONTRACTOR SHALL COORDINATE WITH DISTRICT TO DETERMINE FINAL LOCATION OF ABOVE GROUND APPURTENANCES PRIOR TO INSTALLATION. LOCATION SHALL INCLUDE CONSIDERATION FOR FUTURE ROADWAY IMPROVEMENTS PROJECT.         KEY NOTES:         Image: Construction of the system of	B
Call before you dig. Call before you dig.					C
156       152       152       148       148       144       140       132       38+00       39+00       132       132       132       132       133       134       135       136       137       138       139+00       139+00       130       131       132       133       134       135       136       137       138       138       139       139       130       131       132       133       134       135       136       137       138       139       141			160	Call before you dig.	D
152       148       144       144       140       136       38+00       39+00       VERIFY SCALE       VERIFY SCALE       VERIFY SCALE       VERIFY SCALE       0       20       0       0       0       0       0       132       0       0       132       0       0       132       0       0       132       0       0       132       0       132       0       0       132       0       133       134       135       136       137       138       139+00       138       139       130       131       132       133       134       135       136       137       138       138       139       139       139       139       139       130       1310 <td></td> <td></td> <td>156</td> <td>KEY MAP</td> <td></td>			156	KEY MAP	
140     144       144     144       140     140       140     140       136     136       138+00     39+00       132     0       201TAL IMPROVEMENT PROGRAM     VERIFY SCALES       POTABLE WATER MAINS     0       Civil wild Distribution Main     0				BEACH RD	
Image: state			148	IMJIN PLAT	E
Image: state				Cherning and a start of a division in the start	
SCALE SCALE 38+00 39+00 SCALE 0 20' 40' 80' HORIZONTAL 0 2' 4' 8' VERTICAL VERTICAL DITAL IMPROVEMENT PROGRAM POTABLE WATER MAINS CIVIL WL DISTRIBUTION MAIN DITAL INPROVEMENT PROGRAM POTABLE WATER MAINS CIVIL WL DISTRIBUTION MAIN				KEY MAP	F
38+00 39+00			132		
VERTICAL         PITAL IMPROVEMENT PROGRAM       VERIFY SCALES       JOB NO.         POTABLE WATER MAINS       BAR IS ONE INCH ON ORIGINAL DRAWING       DRAWING NO.         CIVIL WL DISTRIBUTION MAIN       0       1"       P30	38+00	39+(			
PITAL IMPROVEMENT PROGRAM       VERIFY SCALES       7568C.10         POTABLE WATER MAINS       Bar is one inch on original drawing       Drawing no.         CIVIL WL DISTRIBUTION MAIN       0				VERTICAL	
	POTABLE	WATER MAIN		VERIFY SCALES     7568C.10       BAR IS ONE INCH ON ORIGINAL DRAWING     DRAWING NO.	G
IMJIN PARKWAY         IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY         SHEET NO.           11         12         13		0 TO 37+68	.74	SCALES ACCORDINGLY 49C OF 58	