Borrego Water District Board of Directors
Special Meeting
November 3, 2026 @ 9:00 A.M.
806 Palm Canyon Drive
Borrego Springs, CA 92004

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I. OPENING PROCEDURES -

A. Call to Order
B. Pledge of Allegiance
C. Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, ***Johnson*** & Moran
******* TELECONFERENCE AVAILABLE AT: 10 Bralorne Crescent York, ON M6S 4R2 Canada ********
D. Approval of Agenda
E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
F. Comments from Directors
G. Correspondence Received from the Public - None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

A. Borrego Springs Subbasin Watermaster
   1. Update on Board Activities – G Moran/T Baker
   2. Update on Technical Advisory Committee Activities – T Driscoll
B. Finance, Audit and Budget Recommendations Regarding BWD Salary Survey and Staffing Plan – District Engineer Position – G Poole/FAB
C. Plans and Specifications for Borrego Springs Road and Sun Gold Waterline Replacement Projects – G Poole

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

A. Operations and Infrastructure - Duncan/Baker
B. Finance, Audit and Budget - Dice/Moran

AD HOC:

A. T2 Developers Agreement - Baker/Duncan
B. Organizational Assessment – Duncan/Baker
   1. Wastewater Operations and Personnel Sections of New Admin Code

AGENDA: November 2, 2026: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

C. Proposition 4 Funding – Dice/Johnson
D. Water Supply for Development – Dice/Baker
E. Finance – Baker/Moran

IV. STAFF REPORTS

A. Legal Counsel – S Anderson, Verbal
B. General Manager – G Poole, Verbal
   1. EPA #2 Waiver Update – SUCCESS!!

V. CLOSED SESSION:

A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577)

VI. CLOSING PROCEDURE:

A. The next Board Meeting is scheduled for 9:00 AM on November 17, 2026, to be available online and in person at 806 Palm Canyon Drive. See Board Agenda at BorregoWD.org for details, Agenda information available at least 24 hours before the meeting.

AGENDA: November 2, 2026: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

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BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 20, 2026
AGENDA ITEM II.A

October 14, 2026

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster

1. Update on Board Activities – G Moran/T Baker
2. Update on Technical Advisory Committee Activities – T Driscoll

RECOMMENDED ACTION
Receive update from BWD representatives on the Watermaster Board and its Technical Advisory Committee

ITEM EXPLANATION:
The next Watermaster Board meeting is November 18th. If there are any updates on issues, BWD representatives will share at the BWD meeting.

NEXT STEPS
1. TBD

FISCAL IMPACT
1. TBD

ATTACHMENTS
1. None

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 20, 2026
AGENDA ITEM II.B

October 14, 2026

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Finance, Audit and Budget Recommendations Regarding BWD Staffing and Salaries – G Poole/FAB

RECOMMENDED ACTION:
Approve recommended adjustments based on results of BWD Salary Survey and proposed BWD Future Staffing Plan for the District Engineer Position.

ITEM EXPLANATION:

A little less than one year ago, BWD staff recommended embarking upon a total Organizational Assessment. The goal was to look at "everything", specifically the existing Rules and Regulations, Organizational Structure and Employee Compensation/Salary Survey. For a number of months, BWD staff and the Organizational Assessment Committee (Duncan/Baker) have been working on development of a new Administrative Code as well as evaluation of BWD Organizational Structure.

Admin Code Update: The last two sections of the Draft Admin Code will be presented for review later on this agenda, so that phase of the Project is reaching the end. Staff is planning to bring the complete Admin Code to the Board for approval in Nov or Dec 2026.

Organizational Structure Assessment: The results of the Organizational Structure Assessment were shared at the September BWD Board Meeting and the Board concurred that no structural changes were needed, the Ops Lead Person position should be retained (Hugo Rodarte), the Executive Assistant should be create (Esmeralda Garcia) and one new, entry level Ops Employee should be filled. These actions brought the Organizational Structure phase of the Assessment to an end.

Salary Survey: Subsequently, the Finance, Audit and Budget Committee met on 10-21-26 to look at the remaining phase of the Assessment; results of the BWD Salary Survey and the long term staffing costs vs budgeted.

Salary Survey and Recommended Adjustments

Selection of Agencies in Salary Survey: In the early stages of the process, Staff and the Board concurred that a reasonable method of determining which agencies are in the Survey would be based on proximity to Borrego Springs. Specifically, agencies within a one-hour ish drive were selected. The logic being this criteria is theoretically an employee would drive an extra hour if the salaries differences were enough to justify the effort. Therefore, BWD salaries were compared to the following Agencies: Coachella, Escondido, Fallbrook, IID, Padre Dam, Poway, Rainbow, Rincon, Valley Center

Salary Survey Methodology: Job descriptions for all positions at each of the Water Agencies listed above were compared to existing BWD job descriptions to determine which position at the outside agency most closely resembled/matched BWD's positions. Data was collected for the most current salary information for each outside agency's corresponding position's salaries and an Average Salary calculated.

No Existing BWD Salary Ranges: Due to our small size and few positions, BWD does not maintain salary ranges for job classifications. Since there are so few promotional opportunity, traditional salary range creates a situation where any long-term employee would spend a number of years/decades without a merit-based salary adjustment once the top of the range is hit.

Comparison to Average: Using the agencies and methodologies mentioned above, an average salary was calculated. The typical salary range is 40%, so if a BWD position was more than 20% below the Salary Survey average, it was deemed to be low/non comparable.

Salary Survey Results: Following is the results of the Salary Survey for all positions other than GM.

The following positions fell within the surveyed range typically between the lo and midpoint:

- Administration Manager – LOW/MID
- Operations Manager - MID
- Utility Service Workers I & II – LOW/MID
- Utility Crew Supervisor – LOW/MID
- WWTP Operator – UPPER/MID

.

The BWD positions that fell below the LOW are listed below;

Position	LOW of Range	BWD Current
Finance	$82.56/hr	$64.92/hr
Billing/CSR	$33.55/hr	$25.78/hr

Salary Survey Conclusion: It's the recommendation of the FAB and GM to bring these positions to the LOW of the theoretical range based on the results of the Salary Survey.

New Position: Senior Administrative Assistant: In other agencies, the Sr. Administrative Assistant position executes many Board Secretary tasks and Executive Assistant Tasks, and that title/duties are applicable to BWD. A 10% increase for this position is recommended (E Garcia).

Future GM Salary Assumptions & Savings: The long term (5 year) future of the existing GM has an impact on BWD labor costs and projections. The current contract with GM & BWD is in its last year with a July 2027 termination date. The GM and FAB discussed the concept of a five year extension to the current GM Agreement with compensation set at cost of living only plus any change in Employee benefits. There would be no merit adjustment during the 5 year extension. Elimination of the GM Merit increases thru July 2032 will produce "savings" that can be put in the bank or applied as needed to labor expense in the future. If the Board concurs to the concept, staff will return with an updated Employment Agreement for consideration in November or December 2026.

Total Incremental Cost of Recommendations (Labor + Burden): The total incremental increase from the aforementioned adjustments to the CFO, CSR and Executive Admin Assistant are:

	FY27	FY28	FY29	FY30	Thru FY2030
Additional Payroll with Salary Adjustments	$6,377	$82,765	$89,510	$96,805	$275,458

Long Term Labor Costs vs Budgeted/218: The current BWD Financial Model with salary projections was developed during the last Prop 218 process and provides the Salary Budget thru 06/30/2030. This model includes annual GM merit increases and a higher base salary for the Operations Manager position.

	FY27	FY28	FY29	FY30	Thru FY2030
Budget/218 Parameters	$1,993,837	$2,155,511	$2,331,185	$2,521,177	$9,001,711
Current Salary Structure	$1,830,747	$1,952,109	$2,119,924	$2,257,902	$8,160,682
Current Projected Savings	*$163,090*	*$203,402*	*$211,261*	*$263,275*	$841,028

If all changes mentioned above are implemented beginning 12/01/2026, there will still be significant savings when compared to the Salary Budget.

Also included in the revised actual projections is an additional USWI position(as is included in the District's Org Chart) with an anticipated start date of 12/01/2026.

Long Term Cashflow Conclusion: Prop 218 approved projected labor expenses are adequate to fund the recommended changes and cumulative expenses are projected to be $565,570 less than what was included in the latest PROP 218 calculations.

Net Savings Salaries + Burden

	FY27	FY28	FY29	FY30	Thru FY2030
Budget/218 Parameters	$1,993,837	$2,155,511	$2,331,185	$2,521,177	$9,001,711
Current Salary Structure	$1,830,747	$1,952,109	$2,119,924	$2,257,902	$8,160,682
Current Projected Savings	*$163,090*	*$203,402*	*$211,261*	*$263,275*	$841,028
Additional Payroll with Salary Adjustments	$6,377	$82,765	$89,510	$96,805	$275,458
Remaining Savings After Adjustment	*$156,713*	*$120,637*	*$121,751*	*$166,469*	*$565,570*

Future Staffing Request: District Engineer

District Engineer History and Current Opportunity: Approximately 6 years ago, BWD employed a District Engineer (DE). At that time, BWD was in the process of designing a series of waterline replacement projects (DE ANZA and FRYING PAN/T ANCHOR), tank replacements (TWIN TANKS, RH #2, INDIAN HEAD) and the sewerline relocation near La Casa.. Grant and bond reimbursables for the design and construction management (CM) activities significantly reduced BWD out of pocket cost since all was reimbursable. In addition to completing the design work, our DE supported BWD in other areas including an update of BWD Hydraulic Model.

Fast forward to 2026 and a similar opportunity exists now with EPA #1, 2 and #3. To take advantage of this opportunity, BWD staff is recommending the DE position be resurrected to assist us with EPA #1 CM and EPA #2 and #3 with design/bid documents and CM. The reimbursables from EPA can be applied to BWDs cost for the position, which are specified later in this Staff Report. In short, staff feels this opportunity should be considered, as follows.

List of Potential Projects: In addition to the EPA projects previously mentioned, BWD water and wastewater operations can benefit by re creating the DE position. The current BWD water and WW systems were created by combining various small independent, privately run systems decades ago. Keeping aging infrastructure operational is a challenge for many agencies and having a DE on staff will increase BWD ability to do so. To assist in this area, updating the water system hydraulic model would be a priority for the DE.

Looking into the future, enhancing BWD ability to transport water from the northern portion of our service area (NMA) to the south (CMA) could produce a big benefit as the Watermaster looks at its transfer policy. The projects to be constructed as part of EPA #2 and #3 could be evaluated from this perspective.

Following is an initial list of potential DE projects:

WATER OPERATIONS

1. EPA Projects:
   i. EPA #1 C/M
   ii. EPA #2 Design & CM
   iii. EPA #3 Design & CM
2. Update BWD Distribution System Hydraulic Model
   i. Peak flow and pressure analysis by ID.
   ii. Increase ability to transport water from NMA to CMA. Identify any infrastructure needs to assist.
   iii. Update Water Operators System Map Book
3. Water Ops Procedures Manual and Maintenance Schedules
   i. Daily - Wells/Motors/Cl2/Tank exterior inspection/etc..
   ii. Periodic: Interior Tank Inspections, Etc..
   iii. SCADA succession plan
4. Water Maintenance Programs
   i. Cl2 analyzer/chlorinator monitoring and maint/calibration
   ii. Pump Check/Cla Val/Hydrant flush
5. Rams Hill development (non Basin related issues) = T2 funded

WASTEWATER OPERATIONS

1. WWTP Odors Solutions:
   i. Forcemain Maintenance

DE Compensation/Cost: 6 years ago, BWD employed an Engineer at 2/3rds time (PERS minimum) with full benefits at a salary of $62/hr with merit and COLA eligibility. BWD Staff is proposing using the same overall structure now as we did before. The proposed term of the DE employment would be a minimum of 3 years with the option by either party to extend or not at the end of the term. The projected costs are as follows:

	FY27	FY28	FY29	FY30	Thru FY2030
Staff Engineer 3 Years	$72,500	$145,000	$145,000	$72,500	$435,000

EPA #2 & #3 Engineering Budget: Below is the budget from EPA#1 and EPA#2 ($3.6 M each) is expected to be very similar. #3 is proportionately the same but the overall funding amount is $750,000.

ENGINEERING CONTRACT	
Surveys & Mapping	$ 17,200
ROW & Easements	$ 6,500
Technical Drawings	$118,700
Specs & Bid Doc Prepartion	$ 7,200
Prepare Engineer's Estimate	$ 1,700
ENGINEERING TOTAL	**$151,300**

While the Engineering Contract portion for EPA#1 has been completed by Dynamic Consulting Engineers, there will be a very similar SOW for the engineering contract for EPA#2 with a cost of at least $150,000 and these services could be provided by BWDs DE.

CM and Other Budgets

In the development of the EPA #1 budget, it was assumed BWD staff would provide the CM/Contractor support and accounting/reportibng. BWD uses a 41% multiplier for fringe benefits which include employee medical benefits, pension benefits and workers compensation insurance. It can be assumed that the DE could relieve most of the Operations Staff Manager duties as well as alleviate a portion of the work from the General Manager and Finance Officer by facilitating reports to the board, being the Districts main POC for the general contractor and regulatory agencies, and also assist in grant progress reporting. If the DE position were filled, instead of a variety of BWD staff, around $135,000 would be attributed to the DE for CM over a 2-year construction period for both EPA #1 and #2.

SALARIES BUDGET CALCULATIONS

Position	Annual Salary	HRS /MONTH	HRS/YEAR	% OF FT	Cost/Yr	# Yrs	Staff Salaries Over Grant Duration
General Manager	$236,059	6	72	3.46%	$8,171	2	$20,428
Operations Manager	$145,411	29	348	16.73%	$24,328	1.5	$45,806
Administration Manager	$110,449	6	72	3.46%	$3,823	2	$9,558
Utility Crew Supervisor	$100,552	48	576	27.69%	$27,845	1.25	$43,508
Utility Service Worker II	$107,415	48	576	27.69%	$29,746	1	$37,182
Finance Officer	$129,504	20	240	11.54%	$14,943	2	$37,357
					GRANT SALARIES TOTAL		**$193,839**

Construction duration is expected to be 13 months. Grant work period is expected to be 24 months.

EPA Reimbursement Revenue and Cash Flow Estimates

If a District Engineer were to assume all remaining engineering and construction management tasks for EPA #1 & EPA #2, there would be approximately $425,000 of that salary grant funded over the next two to three years.

EPA #1 CM	$136,850
EPA #2 Design	151,300
EPA #2 CM	136,850
Total Estimated Applicable Reimbursements	$425,000

	FY27	FY28	FY29	FY30	Thru FY2030
Staff Engineer 3 Years	$72,500	$145,000	$145,000	$72,500	$435,000
Grant Funded Portion (EPA 1&2, *EPA 3?)*	($75,000)	($150,000)	($150,000)	*($50,000)*	($425,000)
Grant Proceeds in Excess of DE	($2,500)	($5,000)	($5,000)	$22,500	$10,000

Other Potential Revenue Sources and Projects: The prior year (FY26) budget set aside $16,000 for various engineering tasks and that budget was not used. For FY27, there is $40,000 budget which includes a chlorine assessment and tank/fireflow optimization as well as the Cross Connection Hazard Assessment.

Not included in the above, Intera is conducting a number of projects under the T2 Development Agreement. Some of the tasks are Basin related and would continue with Intera, however, if any "traditional" engineering comes up, the DE could assist with reimbursement from T2.

Conclusion: Staff and the FAB Committee recommend re-creating the DE position at BWD under the terms outlined above (2/3rds time, $100 k per year plus benefits/merit/cola, 3 years with BWD options. If the Board concurs, staff recommends authorizing Legal Counsel to develop the appropriate Employment Agreement and return in November 2026.

NEXT STEPS

1. Amend Salaries for those positions mentioned above
2. Return on 11-20 with GM and DE Employment Agreements
3. Return on 11-20 with full set of updated BWD Job Descriptions

FISCAL IMPACT

1. See above

ATTACHMENTS

1. None

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 20, 2026
AGENDA ITEM II.C

October 14, 2026

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Plans and Specifications for Borrego Springs Road and Sun Gold Waterline Replacement Projects – G Poole

RECOMMENDED ACTION
Approve bid documents and authorize staff to proceed with advertising.

ITEM EXPLANATION:
EPA #1 consists of waterline replacement in Borrego Springs Rd from Country Club to San Pablo and the Sun Gold development. The attached bid documents and plans have been developed by Dynamic Engineering and reviewed/approved by BBK and EPA staff to complete the Project.

NEXT STEPS
1. Initiate bid process

FISCAL IMPACT
1. TBD

ATTACHMENTS
1. Bid Documents and Plans/Specifications

BORREGO WATER DISTRICT

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

BORREGO SPRINGS ROAD WATER TRANSMISSION PIPELINE AND

SUN GOLD WATER TRANSMISSION PIPELINE REPLACEMENT PROJECT

November 2026

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, California 92004

TABLE OF CONTENTS

Page

00 11 16 – NOTICE INVITING BIDS 5

00 21 13 – INSTRUCTIONS TO BIDDERS 8

ARTICLE 1. SECURING DOCUMENTS 8

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS 8

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS 8

ARTICLE 4. PRE-BID CONFERENCE 9

ARTICLE 5. ADDENDA 9

ARTICLE 6. ALTERNATE BIDS 9

ARTICLE 7. COMPLETION OF BID FORMS 9

ARTICLE 8. MODIFICATIONS OF BIDS 10

ARTICLE 9. SUBCONTRACTORS 10

ARTICLE 10. LICENSING REQUIREMENTS 10

ARTICLE 11. BID GUARANTEE (BOND) 10

ARTICLE 12. IRAN CONTRACTING ACT OF 2010 11

ARTICLE 13. NONCOLLUSION DECLARATION 11

ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION 11

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM 11

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION 11

ARTICLE 17. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE 12

ARTICLE 18. SIGNING OF BIDS 12

ARTICLE 19. SUBMISSION OF SEALED BIDS 12

ARTICLE 20. OPENING OF BIDS 13

ARTICLE 21. WITHDRAWAL OF BID 13

ARTICLE 22. BIDDERS INTERESTED IN MORE THAN ONE BID 13

ARTICLE 23. SUBSTITUTION OF SECURITY 14

ARTICLE 24. PREVAILING WAGES 14

ARTICLE 25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS 14

ARTICLE 26. INSURANCE REQUIREMENTS 14

ARTICLE 27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS 14

ARTICLE 28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES 14

ARTICLE 29. PERMIT AND INSPECTION FEE ALLOWANCE 15

ARTICLE 30. FILING OF BID PROTESTS 15

TABLE OF CONTENTS
(Continued)

Page

ARTICLE 31. BASIS OF AWARD; BALANCED BID 15
ARTICLE 32. AWARD PROCESS 16
ARTICLE 33. EXECUTION OF CONTRACT 16
ARTICLE 34. FEDERAL FUNDING REQUIREMENTS 16
ARTICLE 35. QUESTIONS 17
00 41 43 – BID FORMS 18
ARTICLE 1. INFORMATION ABOUT BIDDER 37
ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG) 40
ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS 41
ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE 42
ARTICLE 5. VERIFICATION AND EXECUTION 43
00 52 13 – CONTRACT 57
00 61 13 – BOND FORMS 62
00 72 13 – GENERAL CONDITIONS 71
ARTICLE 1. DEFINED TERMS 71
ARTICLE 2. CONTRACT DOCUMENTS 75
ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION 76
ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE 76
ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK 76
ARTICLE 6. MOBILIZATION 77
ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE 78
ARTICLE 8. SOILS INVESTIGATIONS 79
ARTICLE 9. CONTRACTOR'S SUPERVISION 79
ARTICLE 10. WORKERS 80
ARTICLE 11. INDEPENDENT CONTRACTORS 80
ARTICLE 12. SUBCONTRACTS 80
ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY 80
ARTICLE 14. REQUESTS FOR SUBSTITUTION 81
ARTICLE 15. SHOP DRAWINGS 82
ARTICLE 16. SUBMITTALS 82
ARTICLE 17. MATERIALS 83
ARTICLE 18. PERMITS AND LICENSES 83

TABLE OF CONTENTS
(Continued)

Page

ARTICLE 19. TRENCHES 84
ARTICLE 20. TRAFFIC CONTROL 85
ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS 86
ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS 86
ARTICLE 23. SANITARY FACILITIES 86
ARTICLE 24. AIR POLLUTION CONTROL 86
ARTICLE 25. LAYOUT AND FIELD ENGINEERING 86
ARTICLE 26. TESTS AND INSPECTIONS 87
ARTICLE 27. PROTECTION OF WORK AND PROPERTY 87
ARTICLE 28. CONTRACTOR'S MEANS AND METHODS 88
ARTICLE 29. COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS 88
ARTICLE 30. AUTHORIZED REPRESENTATIVES 88
ARTICLE 31. HOURS OF WORK 89
ARTICLE 32. PAYROLL RECORDS; LABOR COMPLIANCE 90
ARTICLE 33. PREVAILING RATES OF WAGES 91
ARTICLE 34. PUBLIC WORKS CONTRACTOR REGISTRATION 92
ARTICLE 35. EMPLOYMENT OF APPRENTICES 92
ARTICLE 36. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY 92
ARTICLE 37. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS 93
ARTICLE 38. LABOR/EMPLOYMENT SAFETY 93
ARTICLE 39. INSURANCE 94
ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE 97
ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES 98
ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES 99
ARTICLE 43. PROGRESS ESTIMATES AND PAYMENT 100
ARTICLE 44. SECURITIES FOR MONEY WITHHELD 101
ARTICLE 45. CHANGES AND EXTRA WORK. 101
ARTICLE 46. FINAL ACCEPTANCE AND PAYMENT 116
ARTICLE 47. OCCUPANCY 117
ARTICLE 48. INDEMNIFICATION 117
ARTICLE 49. PROCEDURE FOR RESOLVING DISPUTES 118
ARTICLE 50. DISTRICT'S RIGHT TO TERMINATE CONTRACT 122
ARTICLE 51. WARRANTY AND GUARANTEE OF WORK 124

TABLE OF CONTENTS
(Continued)

Page

ARTICLE 52. DOCUMENT RETENTION & EXAMINATION 127
ARTICLE 53. SEPARATE CONTRACTS 127
ARTICLE 54. NOTICE AND SERVICE THEREOF 128
ARTICLE 55. NOTICE OF THIRD PARTY CLAIMS 128
ARTICLE 56. STATE LICENSE BOARD NOTICE 128
ARTICLE 57. INTEGRATION 128
ARTICLE 58. ASSIGNMENT OF CONTRACT 128
ARTICLE 59. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY 129
ARTICLE 60. ASSIGNMENT OF ANTITRUST ACTIONS 129
ARTICLE 61. PROHIBITED INTERESTS 129
ARTICLE 62. CONTROLLING LAW 129
ARTICLE 63. JURISDICTION; VENUE 129
ARTICLE 64. LAWS AND REGULATIONS 129
ARTICLE 65. PATENTS 130
ARTICLE 66. OWNERSHIP OF CONTRACT DOCUMENTS 130
ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST 130
ARTICLE 68. SURVIVAL OF OBLIGATIONS 130
00 73 13 – SPECIAL CONDITIONS 131
01 00 00 – GENERAL REQUIREMENTS 138
TECHNICAL SPECIFICATIONS 152
PROJECT PLANS - ATTACHED 257
EXHIBIT "A" CHANGE ORDER FORM 258
EXHIBIT "B" - FEDERAL FUNDING REQUIREMENTS 260

00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Borrego Water District ("DISTRICT") invites and will receive sealed Bids up to but not later than **2:00 p.m. on Tuesday, February 2, 2027** at 806 Palm Canyon Drive, Borrego Springs, California 92004, for the furnishing to DISTRICT of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the **Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project** (the "Project"). At said time, Bids will be publicly opened and read aloud at the DISTRICT Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 60 calendar days after the Bid opening date.

The work shall include the procurement of materials and the installation of a new 8 inch diameter water main pipeline along various roads in northwest Borrego Springs (Sun Gold Water Transmission Replacement Project) and the installation of a 10 inch water main line along Borrego Springs Road between Tilting T Drive and Country Club Drive. The work also includes the installation of new fire hydrants and new water services.

Bids must be submitted on the DISTRICT's Bid Forms. Bidders may obtain a copy of the Contract Documents from the DISTRICT at: 806 Palm Canyon Dr, Borrego Springs CA or Geoff@BorregoWD.org or 760-767-5806 for $30 (Thirty Dollars)**]. A non-refundable charge $100 (One Hundred) will be required of any bidder who requests that the Contract Documents be mailed within California (costs for out-of-state mailings will be higher). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the DISTRICT shall provide an electronic copy of the Contract Documents at no charge to the prospective bidder.

Bids must be submitted on the DISTRICT's Bid Forms. Bidders may obtain a copy of the Contract Documents from the Borrego Water District Website (BorregoWD.org) on the BULLETIN BOARD located on the Home Page. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the DISTRICT shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on BorregoWD.org. It is the responsibility of each prospective bidder to check BorregoWD.org on a daily basis through the close of bids for any applicable addenda or updates. The DISTRICT does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on BorregoWD.org may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by BorregoWD.org

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the General Manager, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Borrego Water District as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the DISTRICT provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with DISTRICT.

A Non-mandatory Pre-Bid Conference is scheduled for January 12, 2027 at 1:30 PM to review the Project's existing conditions at BWD Office (806 Palm Canyon Dr.). Representatives of the DISTRICT and consulting engineers, if any, will be present or participate via webinar. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by DISTRICT to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, DISTRICT has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Diego County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the DISTRICT's office and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract:

Class A (General).

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the DISTRICT may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

DISTRICT shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the DISTRICT from the **BASE BID ALONE**. DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Geoff Poole, General Manager at Geoff@BorregoWD.Org or 760-767-5806.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to the DISTRICT on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the DISTRICT at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The DISTRICT may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the DISTRICT to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be sent only to those contractors who have obtained documents from the DISTRICT." Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the DISTRICT a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The DISTRICT will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the

Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the DISTRICT.

ARTICLE 4. PRE-BID CONFERENCE

A NON-MANDATORY Pre-Bid Conference is scheduled for January 12, 2027 at 1:30 PM at 806 Palm Canyon Dr, Borrego Springs CA to review the Project's existing conditions. Representatives of the DISTRICT and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference**.**

ARTICLE 5. ADDENDA

The DISTRICT reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the DISTRICT shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the DISTRICT issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the DISTRICT will extend the deadline for submission of Bids. The DISTRICT may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide DISTRICT a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the DISTRICT can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact Geoff Poole to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The DISTRICT may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the DISTRICT will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting “N/A” where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL,

OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

ARTICLE 10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the DISTRICT shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the DISTRICT shall reject the Bid. The DISTRICT shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the DISTRICT of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Borrego Water District; or (c) a Bid Bond secured from a surety company satisfactory to the General Manager, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Borrego Water District as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the DISTRICT provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and DISTRICT may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds

deposited with the DISTRICT. DISTRICT will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

ARTICLE 12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq*., the DISTRICT requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the DISTRICT with respect to goods or services of one million dollars ($1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The DISTRICT reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the DISTRICT the following certificate prior to performing the work under this Contract:

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.

The form of such Workers' Compensation Certificate is included as part of this document.

ARTICLE 17. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

The DISTRICT is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

ARTICLE 18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the DISTRICT before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the DISTRICT as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name) _____
for the Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. DISTRICT may reject any bid not strictly complying with DISTRICT's designated methods for delivery.

ARTICLE 20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The DISTRICT will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

A. The name and business location of the bidder.

B. The nature and amount of the bid security furnished by bidder.

C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The DISTRICT may, in its sole discretion, elect to postpone the opening of the submitted Bids. The DISTRICT reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to DISTRICT within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq*., or as otherwise may be allowed with the consent of the DISTRICT.

ARTICLE 22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

ARTICLE 23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The DISTRICT will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the DISTRICT will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 24. PREVAILING WAGES

The DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the DISTRICT or may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the DISTRICT. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of DISTRICT, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to DISTRICT within ten (10) working days from the date the DISTRICT provides the successful bidder with the Notice of Award.

ARTICLE 28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise

expressly provided by the Contract Documents.

ARTICLE 29. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. The District will include a $20,000 allowance on bid sheet for Permits and Inspections Fees. Contractor shall provide proof of payments to Agency of Jurisdiction for reimbursables.

ARTICLE 30. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the DISTRICT's General Manager. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after the bid opening date;

B. Clearly identify the specific irregularity or accusation;

C. Clearly identify the specific DISTRICT staff determination or recommendation being protested;

D. Specify in detail the grounds for protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the DISTRICT may reject the protest without further review.

If the protest is timely and complies with the above requirements, the DISTRICT's General Manager, or other designated DISTRICT staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The General Manager will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 31. BASIS OF AWARD; BALANCED BID

The DISTRICT shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price. **AWARD WILL BE ON THE BASIS OF THE TOTAL BASE BID ALONE, NOT INCLUDING ALTERNATIVE BID ITEMS.**

The DISTRICT may reject any Bid which, in its opinion when compared to other Bids received or to the DISTRICT's internal estimates, does not accurately reflect the cost to perform the Work. The DISTRICT may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

ARTICLE 32. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the DISTRICT may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the DISTRICT notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the DISTRICT with all of the required documents and certifications. Once the DISTRICT receives all of the properly drafted and executed documents and certifications from the Bidder, the DISTRICT shall issue a Notice to Proceed to that Bidder. The Contractor shall begin work within ten (10) days after receiving the Notice to Proceed.

ARTICLE 33. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The DISTRICT may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 34. FEDERAL FUNDING REQUIREMENTS

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

- United States Environmental Protection Agency ("US EPA") Community Grants Program

Bids must comply with all requirements associated with these funding sources, including, but not limited to, USEPA Disadvantaged Business Enterprises ("DBE") compliance, the Build America, Buy America Act ("BABAA"), and American Iron and Steel requirements. In addition, the successful Bidder will be required to comply with all requirements associated with the US EPA funding in carrying out the Project.

Bidders shall make good faith efforts to use certified DBEs. Good faith efforts to utilize DBEs are specific and defined in the Guidelines for Meeting the US EPA Community Grants Program Disadvantaged Business Enterprise Requirements, which are detailed in the Funding Requirements section of the Contract Documents. Bidders shall advertise for DBEs at least 30 days prior to the bid date.

In accordance with the Funding Requirements of the Contract Documents, and as further detailed therein, Bidders shall complete the following forms located in 00 41 43 Bid Forms and submit them with their bids:

- American Iron and Steel Certification

- Anti-Lobbying Certification
- DBE Good Faith Efforts Worksheet
- Bidder's List
- Debarment and Suspension Certification

Refer to the provisions contained in the Federal Funding Requirements section of the Contract Documents for additional information and requirements related to the forms listed above.

ARTICLE 35. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to the General Manager at 760-767-5806 or email at Geoff@BorregoWD.Org. No other members of the DISTRICT's staff or Board of Directors should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the DISTRICT. The DISTRICT may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Office of the Borrego Water District, located at 806 Palm Canyon Drive, Borrego Springs, California 92004 until **2:00 p.m. on Tuesday, February 2, 2027.**

NAME OF BIDDER: _____

To the General Manager
of the Borrego Water District
806 Palm Canyon Drive
Borrego Springs, California 92004

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. _____

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Fleet Compliance Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
8. Attached is the completed Bidder Information and Experience form.
9. Attached is the completed American Iron and Steel Certification form.

10. Attached is the completed Anti-Lobbying Certification form.

11. Attached is the completed DBE Good Faith Efforts Verification form.

12. Attached is the completed Bidder's List.

13. Attached is the completed Debarment and Suspension Certification.

14. Attached is the completed Executive Order N-22 Certification.

15. Attached is the completed DBE Good Faith Efforts Verification.

A. BID SCHEDULE

Base Bid:

ITEM	QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1	1	LS	Mobilization of equipment and material, Performance Bond, Payment Bond, General Liability Insurance, Workman's Compensation Insurance, Construction water, freight, project signs, Air pollution control district requirements and fees, Restroom Facilities, Vehicle Insurance, Taxes, Permits, Business license, and Similar expenses and other costs not specifically addressed within this bid item list.	$	$
2	1	LS	Preparation of Traffic Control Plan, Implementation of Traffic Control and Construction Area Signs	$	$
3	1	LS	Potholing of the Existing Underground Utilities and Pipelines as indicated on Improvement Plans.	$	$
4	15,200	LF	Furnish and Install New 8-inch Dia. AWWA C-900 DR 18 - Pressure Class 235 PVC Water Pipeline, Including Native Material Backfill and Compaction.	$	$
5	55	EA	Furnish and Install New 8-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	$	$
6	16	EA	Furnish and Install New 8-Inch Dia. MJ x MJ Ductile Iron Epoxy-Coated 11.25-Degree Elbow and Thrust Blocks.	$	$
7	2	EA	Furnish and Install New 8-Inch Dia. MJ x MJ Ductile Iron Epoxy-Coated 22.5-Degree Elbow and Thrust Blocks.	$	$
8	24	EA	Furnish and Install New 8-Inch Dia. MJ x MJ Ductile Iron Epoxy-Coated 45-Degree Elbow and Thrust Blocks.	$	$
9	3	EA	Furnish and Install New 8-Inch Dia. MJ x MJ Ductile Iron Epoxy-Coated 90-Degree Elbow and Thrust Blocks.	$	$

10	18	EA	Furnish and Install New 8" x 8" x 8" Dia. MJ x MJ x MJ Ductile Iron Epoxy-Coated Tee and Thrust Blocks.	$	$
11	4	EA	Furnish and Install New 8" x 6" Dia. Ductile Iron Epoxy-Coated Reducer and Thrust Blocks.	$	$
12	2	EA	Furnish and Install New 8" x 4" Dia. Ductile Iron Epoxy-Coated Reducer and Thrust Blocks.	$	$
13	2	EA	Furnish and Install New 4-Inch Dia. Epoxy-Coated Ductile Iron Transition Coupling Adapter with Stainless Steel Hardware	$	$
14	4	EA	Furnish and Install New 6-Inch Dia. Epoxy-Coated Ductile Iron Transition Coupling Adapter with Stainless Steel Hardware	$	$
15	2	EA	Furnish and Install New 8-Inch Dia. Epoxy-Coated Ductile Iron Transition Coupling Adapter with Stainless Steel Hardware	$	$
16	1	EA	Furnish and Install New 10-Inch Dia. Epoxy-Coated Ductile Iron Transition Coupling Adapter with Stainless Steel Hardware	$	$
17	43	EA	Connect Existing Water Services to New 8" Water Line. Contractor to Furnish and Install Service Saddle, Corporation Stop, Copper Pipe and Angle Meter Stop per Detail WS-01. Water District to Provide Meter, Meter Box and Shut Off Valve.	$	$
18	51	EA	Connect Existing Water Services to New 8" Water Line (Via Directional Drill Under Paved Roads). Contractor to Furnish and Install Service Saddle, Corporation Stop, Copper Pipe and Angle Meter Stop per Detail WS-01. Water District to Provide Meter, Meter Box and Shut Off Valve.	$	$
19	7,950	LF	Furnish and Install New 10-inch Dia. AWWA C-900 DR 18 - Pressure Class 235 PVC Water Pipeline, Including Native Material Backfill and Compaction.	$	$
20	11	EA	Furnish and Install New 10-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	$	$

21	1	EA	Furnish and Install New 10" x 10" x 8" Dia. MJ x MJ x MJ Ductile Iron Epoxy-Coated Tee and Thrust Blocks.	$	$
22	1	EA	Furnish and Install New 6" x 6" x 10" Dia. MJ x MJ x MJ Ductile Iron Epoxy-Coated Tee and Thrust Blocks.	$	$
23	3	EA	Furnish and Install New 10" x 4" x 10" x 4" Dia. MJ x MJ x MJ x MJ Ductile Iron Epoxy-Coated Cross and Thrust Blocks.	$	$
24	1	EA	Furnish and Install New 10" x 6" x 10" x 6" Dia. MJ x MJ x MJ x MJ Ductile Iron Epoxy-Coated Cross and Thrust Blocks.	$	$
25	2	EA	Furnish and Install New 10-Inch Dia. MJ x MJ Ductile Iron Epoxy-Coated 45-Degree Elbow and Thrust Blocks.	$	$
26	1	EA	Furnish and Install New 10-Inch Dia. Epoxy-Coated Ductile Iron Transition Coupling Adapter with Stainless Steel Hardware	$	$
27	1	EA	Furnish and Install New 6-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	$	$
28	2	EA	Furnish and Install New 4-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	$	$
29	15	EA	Furnish and Install New Fire Hydrant Assembly Including gate Valve and Valve Can	$	$
30	2	EA	Furnish and Install New End of Line 4" Blow-Off Assembly.	$	$
31	1	EA	Furnish and Install New 2" Blow-Off Assembly.	$	$
32	3	EA	Furnish and Install Air Relief Assembly.	$	$
33	1	EA	Install Utility Crossing per Detail "1" on Sheet 33. Include Pipe Bends and Appurtenances	$	$
34	1	LS	Contractor to Complete Hydrostatic Pressure Testing per Specifications.	$	$
35	1	LS	Contractor to Complete Disinfection of the New Pipeline per Specifications	$	$
36	19,900	SF	Remove and Dispose AC Pavement	$	$

37	515	Tons	Install 4 Inches of AC Pavement 3/4" Type III Class B3 (Per San Diego County Standards and Specifications)	$	$
38	590	CYS	Install 9 Inches of Class II Base	$	$
39	1,650	SF	Remove and Dispose Existing Concrete Driveways and Replace with New 6-inches Thick 3,000 PSI Concrete Driveway	$	$
40	1	LS	Material Testing for Pipeline Backfill Compaction and AC Placement Including Base and Sub Base.	$	$
41	1	LS	Construction Staking	$	$
42	1	LS	Preparation and Implementation of Dust Control Plan Per San Diego County Air Pollution Control District	$	$
43	1	LS	Permit and Inspection Fee Allowance per Instructions to Bidder Article 28 of Specifications	$	$

Additive Bid Item No. 1:

ITEM	QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
44	13	EA	Connect Existing Water Services to New 10" Water Line. Contractor to Furnish and Install Service Saddle, Corporation Stop, Copper Pipe and Angle Meter Stop per Detail WS-01. Water District to Provide Meter, Meter Box and Shut Off Valve.	$	$
45	2,650	LF	Furnish and Install New 1-inch Dia. SCH 80 PVC Pipe, Including Native Material Backfill and Compaction.	$	$
46	13	EA	Cap Existing Water Line Being Replaced.	$	$

Additive Bid Item No. 2:

ITEM	QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
47	9	EA	Connect Existing Water Services to New 10" Water Line. Contractor to Furnish and Install Service Saddle, Corporation Stop, Copper Pipe and Angle Meter Stop per Detail WS-01. Water District to Provide Meter, Meter Box and Shut Off Valve.	$	$
48	1,120	LF	Furnish and Install New 6-inch Dia. AWWA C-900 PVC Water Pipeline, Including Native Material Backfill and Compaction.	$	$
49	1,590	LF	Furnish and Install New 1-inch Dia. SCH 80 PVC Pipe, Including Native Material Backfill and Compaction.	$	$
50	1	EA	Furnish and Install New Fire Hydrant Assembly Including gate Valve and Valve Can	$	$
51	960	SF	Trench Resurfacing, 4" AC over 9" Class II Base	$	$
52	1	EA	Furnish and Install New 6" x 6" x 6" Dia. MJ x MJ x MJ Ductile Iron Epoxy-Coated Tee and Thrust Blocks.	$	$
53	3	EA	Furnish and Install New 6-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	$	$
54	1	LS	Preparation of Traffic Control Plan, Implementation of Traffic Control and Construction Area Signs	$	$
55	1	LS	Contractor to Complete Hydrostatic Pressure Testing per Specifications.	$	$
56	1	LS	Contractor to Complete Disinfection of the New Pipeline per Specifications	$	$
57	9	EA	Cap Existing Water Line Being Replaced.	$	$

Additive Bid Item No. 3:

ITEM	QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
58	11	EA	Connect Existing Water Services to New 10" Water Line. Contractor to Furnish and Install Service Saddle, Corporation Stop, Copper Pipe and Angle Meter Stop per Detail WS-01. Water District to Provide Meter, Meter Box and Shut Off Valve.	$	$
59	1,400	LF	Furnish and Install New 6-inch Dia. AWWA C-900 PVC Water Pipeline, Including Native Material Backfill and Compaction.	$	$
60	1,950	LF	Furnish and Install New 1-inch Dia. SCH 80 PVC Pipe, Including Native Material Backfill and Compaction.	$	$
61	1	EA	Furnish and Install New Fire Hydrant Assembly Including gate Valve and Valve Can	$	$
62	900	SF	Trench Resurfacing, 4" AC over 9" Class II Base	$	$
63	1	EA	Furnish and Install New 6" x 6" x 6" Dia. MJ x MJ x MJ Ductile Iron Epoxy-Coated Tee and Thrust Blocks.	$	$
64	4	EA	Furnish and Install New 6-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	$	$
65	1	LS	Preparation of Traffic Control Plan, Implementation of Traffic Control and Construction Area Signs	$	$
66	1	LS	Contractor to Complete Hydrostatic Pressure Testing per Specifications.	$	$
67	1	LS	Contractor to Complete Disinfection of the New Pipeline per Specifications	$	$
68	11	EA	Cap Existing Water Line Being Replaced.	$	$

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Item Cost” column, then the amount set forth in the “Item Cost” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the DISTRICT will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the DISTRICT makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE FOR BID SCHEDULE:

TOTAL **BASE BID** PRICE BASED ON BID SCHEDULE A (BID ITEMS 1 – 43) TOTAL OF UNIT PRICES
FOR: **Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project**

$_____
Total Bid Price in Numbers

$_____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

TOTAL **ADDITIVE BID ITEM NO. 1** PRICE BASED ON BID SCHEDULE A (BID ITEMS 44 – 46) TOTAL OF UNIT PRICES
FOR: **Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project**

$_____
Total Bid Price in Numbers

$_____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

TOTAL **ADDITIVE BID ITEM NO. 2** PRICE BASED ON BID SCHEDULE A (BID ITEMS 47 – 57) TOTAL OF UNIT PRICES
FOR: **Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project**

$_____
Total Bid Price in Numbers

$_____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

TOTAL **ADDITIVE BID ITEM NO. 3** PRICE BASED ON BID SCHEDULE A (BID ITEMS 58 – 68) TOTAL OF UNIT PRICES
FOR: **Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project**

$_____
Total Bid Price in Numbers

$_____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the DISTRICT which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the DISTRICT and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the DISTRICT provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the DISTRICT, after which the DISTRICT will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within San Diego County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the DISTRICT's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to Borrego Water District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Borrego Water District.

Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

_____

_____

_____

If the Bidder is a joint venture, <u>each</u> member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the

contract price within ten (10) working days from the date the DISTRICT provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the DISTRICT, the DISTRICT may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at _____, on this ____ day of _____, _____.

(Bidders Name – Print or Type)

_____
(Name and Title)

(Corporate Seal)

_____
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the Borrego Water District, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for **Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project**.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the DISTRICT as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all litigation expenses incurred by the DISTRICT in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____
Facsimile Number Telephone Number

_____
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? _____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?_____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

15.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

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ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the DISTRICT.

Changes Occurring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

_____

_____

_____

_____

_____

_____

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____
_____
_____
_____
_____
_____

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

1.5 Non-Collusion Declaration

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

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

Name of Bidder_____

Signature_____

Name_____

Title_____

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The DISTRICT has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the DISTRICT will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

1.9 Fleet Compliance Certification

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder:_____

Signature: _____

Name: _____

Title: _____

Date: _____

1.10 American Iron and Steel Certification

1. Identification of American-made Iron and Steel Products: The Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products for every component contained in the bid solicitation where such American-made components are required. The term ‘‘iron and steel products’’ means the following products made primarily of iron or steel - lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. Verification of U.S. Production: If this bid is accepted, the Bidder agrees that it will provide, to the DISTRICT, reasonable, sufficient, and timely verification of the U.S. production of each Iron and Steel Product incorporated into the Project.

3. Documentation Regarding Non-American-made Iron and Steel: The Bidder certifies that for any Iron or Steel Product that is not American-made but was incorporated in the development of this bid, is allowed by waiver of the U.S. Environmental Protection Agency and such waiver is attached to this certification.

4. Warranty of Bidder: The Bidder hereby represents and warrants to and for the benefit of the DISTRICT that (a) Bidder has reviewed and understands the American Iron and Steel Requirement, and (b) if the bid is selected, all of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is attached to this certification.

Signature: _____

Name (Printed): _____
and Title (Printed): _____of Signer
Dated: _____

1.11 Anti-Lobbying Certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. A copy of this form is included as part of the EPA Funding Requirements section of the Contract Documents.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Typed Name & Title of Authorized Representative

_____

Signature and Date of Authorized Representative

1.12 Bidder's List

Bidder is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Contractor. This information must be submitted with the bid.

Prime Contractor: _____

Project: _____

Firm Name:_____Phone:_____

Business Address:_____Fax:_____

Email:_____

License No. and Classification:_____Years in Business:_____

Contact Person: _____

Is the firm currently certified as a DBE? □ No □Yes Cert. Number: :_____

Type of work/ services/ materials proposed by bidder:

_____

_____

Amount of Bid/Quote:_____

Date of Bid/Quote:_____

1.13 Debarment and Suspension Certification

Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532

Contractor certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement.

(f) Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of any Contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

1.14 Executive Order N-6-22 Certification

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the DISTRICT funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the DISTRICT funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The bidder hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the bidder is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the bidder. This certification is made under the laws of the State of California.

Signature:_____

Printed Name:___

Title:_____

Firm Name:_____

Date:_____

1.15 DBE Good Faith Efforts Verification

Project:_____ Bid Opening Date _____

Bidder Name: _____

Bidder Phone Number: _____

Bidder Address:

_____

In accordance with 40 CFR part 33, bidders must provide information pertaining to the use of Disadvantaged Business Enterprises (referred to herein as "DBEs").

Pursuant to 40 CFR Section 33.301, the Bidder agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement.

The specific good faith efforts are provided below:

1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

Please provide the following information, using additional sheets of paper if necessary, and submit this form with your bid. Bidder should also submit mail logs, phone logs, electronic searches and communication, newspaper clippings or similar records documenting efforts to meet the Good Faith Effort requirements.

1. Solicitation Lists/Publications. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of

advertisements or proofs of publication), or information related to solicitation lists on which DBEs were included:

Publications/Solicitation Lists	Dates of Advertisement

2. Soliciting DBEs as Potential Sources. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Name of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

3. Division of Requirements. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item? (Yes/No)	Breakdown of Items	Amount ($)	Percentage of Total Bid (%)

3. Delivery Schedules. Efforts made to establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:

_____
_____
_____
_____

4. Services of Other Agencies. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms, such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

(please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____
_____
_____
_____

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between Borrego Water District, sometimes hereinafter called "DISTRICT," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Borrego Springs Road Water Transmission Pipeline and Sun Gold Water Transmission Pipeline Replacement Project

The Contractor and its surety shall be liable to the DISTRICT for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the DISTRICT's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **ONE HUNDRED FIFTY (150) CALENDAR DAYS** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The DISTRICT shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the DISTRICT the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the DISTRICT may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids

Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Bidder Information and Experience Form
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Fleet Compliance Certification
Certificate Regarding Worker's Compensation
American Iron and Steel Certification
Anti-Lobbying Certification
Debarment and Suspension Certification
Executive Order N-6-22 Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
General Requirements
Technical Specifications
Change Order Form ("Exhibit "A)
Federal Funding Requirements (Exhibit "B")
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-8
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **FUNDING REQUIREMENTS.** Contractor shall comply with the requirements imposed on projects funded by EPA funds, as more specifically delineated in the Funding Requirements section of the Contract Documents.

h. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

i. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the DISTRICT's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

_____ Name of Contractor	**BORREGO WATER DISTRICT**
By _____	By_____ General Manager
Name and Title: _____	Date: _____
License No. _____	
Date: _____	

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

Approved as to form this _____day of _____ 20___.

_____
Attorney for Borrego Water District

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Borrego Water District, (hereinafter referred to as "DISTRICT") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the DISTRICT in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the DISTRICT, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by DISTRICT in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by DISTRICT, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage resulting from or caused by defective materials or

faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the DISTRICT's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the DISTRICT to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the DISTRICT's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the DISTRICT under the Contract and any modification thereto, less any amount previously paid by the DISTRICT to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the DISTRICT to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the DISTRICT under the Contract and any modification thereto, less any amount previously paid by the DISTRICT to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the DISTRICT's objection to Contractor's further participation in the completion of the Project.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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Title or Type of Document

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Number of Pages

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Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Borrego Water District (hereinafter designated as the "DISTRICT"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the DISTRICT in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the DISTRICT in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

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Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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Number of Pages

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Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS

ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

C. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the DISTRICT's Representative determines that it is not covered by the Contract.

D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

F. Bidder -- The individual or entity who submits a Bid directly to the DISTRICT.

G. Board; Board of Directors – Borrego Water District Board of Directors.

H. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

I. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

J. Claim -- A demand or assertion by the DISTRICT or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

K. Contract -- The entire integrated written agreement between the DISTRICT and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

L. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the DISTRICT to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

M. Contract Price -- Amount to be paid by the DISTRICT to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

N. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

O. Contractor -- The individual or entity with which the DISTRICT has contracted for performance of the Work.

P. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the DISTRICT.

Q. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the DISTRICT's unreasonable delay to the Project that was not contemplated by the parties.

R. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

S. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

T. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

U. District – Borrego Water District.

V. District's Representative -- The individual or entity as identified in the Special Conditions to act as the DISTRICT's Representative.

W. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

X. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Y. Engineer, whenever not qualified, shall mean the General Manger of the DISTRICT, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the Board of Directors, shall be binding and final upon both parties.

Z. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the DISTRICT.

AA. General Manager – Borrego Water District's General Manager/Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

BB. Green Book -- The current edition of the Standard Specifications for Public Works Construction promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

CC. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, 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, whichever is more restrictive.

DD. Holiday – The Holidays occur on:

New Year's Day - January 1
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

EE. Notice of Award -- The written notice by the DISTRICT to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the DISTRICT will sign and deliver the Contract.

FF. Notice of Completion -- The form which may be executed by the DISTRICT and recorded by the county where the Project is located constituting final acceptance of the Project.

GG. Notice to Proceed -- A written notice given by the DISTRICT to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

HH. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

II. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

JJ. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

KK. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

LL. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

MM. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

NN. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the DISTRICT for performance of any portion of the Work at the Site.

OO. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

PP. Successful Bidder -- The Bidder submitting a responsive Bid to whom the DISTRICT makes an award.

QQ. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

RR. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

SS. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

TT. Warranty -- A written guarantee provided to the DISTRICT by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

UU. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders
2. Addenda
3. Federal Funding Requirements, including all Attachments
4. Special Conditions
5. Technical Specifications
6. General Requirements
7. Plans (Contract Drawings)
8. Contract
9. General Conditions
10. Instructions to Bidders
11. Notice Inviting Bids
12. Contractor's Bid Forms
13. Standard Specifications for Public Works Construction (Sections 1-9 Excluded), Latest Edition.
14. Applicable Local Agency Standards and Specifications
15. Standard Drawings
16. Reference Documents

With reference 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 or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the DISTRICT, Contractor, DISTRICT's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the DISTRICT and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

At the discretion of the Engineer, periodic meetings involving project personnel (the Contractor, utility and others) will be held for the purpose of coordinating project activities.

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required

additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6. MOBILIZATION

A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, if applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage

requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor's superintendent at the job site as required herein.

12. Providing on-site Contractor's sanitary facilities.

13. Install project sign, if required.

14. Submittal of Schedule of Values.

15. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

A. The DISTRICT has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities are shown as an approximate location. The exact location of existing utilities shall be determined by the Contractor. Contractor shall call USA Dig Alert before any excavations and shall pothole existing utilities to determine exact locations of all utilities including crossing of existing utilities and points of connections.

B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the DISTRICT in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the DISTRICT has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and

specifications made a part of the invitation for Bids, the DISTRICT shall assume the responsibility for their timely removal, relocation, or protection.

E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **Southern California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the DISTRICT, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the DISTRICT has been given the identification number by the Contractor.

ARTICLE 8. SOILS INVESTIGATIONS

A. Reports and Drawings. The Special Conditions identify:

1. those reports known to the DISTRICT of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the DISTRICT of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the DISTRICT, DISTRICT's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

ARTICLE 9. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the DISTRICT. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the

Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 10. WORKERS

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the DISTRICT and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of DISTRICT and are not entitled to benefits of any kind normally provided employees of DISTRICT, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 12. SUBCONTRACTS

A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the DISTRICT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the DISTRICT.

B. The DISTRICT reserves the right to accept all subcontractors. The DISTRICT's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the DISTRICT to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such

requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 14. REQUESTS FOR SUBSTITUTION

A. For the purposes of this provision, the term “substitution” shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the DISTRICT may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the DISTRICT has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the DISTRICT, the Contractor shall provide the material, method or service specified herein. The DISTRICT shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

   1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

   2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

   3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all DISTRICT work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 15. SHOP DRAWINGS

A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 17. MATERIALS

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the DISTRICT free from any claims, liens, or charges.

E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the DISTRICT or any independent contractor.

F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the DISTRICT shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

ARTICLE 18. PERMITS AND LICENSES

A. DISTRICT will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws,

ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the DISTRICT. Contractor shall obtain an encroachment permit with San Diego County prior to the start of construction.

B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by DISTRICT to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

ARTICLE 19. TRENCHES

A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the DISTRICT in writing of any of the following conditions:

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

The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the DISTRICT and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 20. TRAFFIC CONTROL

A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor shall submit two (2) traffic control plans to the agency having jurisdiction over the project and the General Manager a minimum of forty-eight (48) hours prior to starting work for approval.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting

businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable DISTRICT's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by DISTRICT or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the DISTRICT in writing. The DISTRICT shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and Contractor.

ARTICLE 23. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes, including, but not limited to, those required by the South Coast Air Quality Management District. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 26. TESTS AND INSPECTIONS

A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the DISTRICT, Contractor shall promptly inform the DISTRICT of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for DISTRICT testing and DISTRICT inspection shall be paid by the DISTRICT. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the DISTRICT, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the DISTRICT so that the DISTRICT may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the DISTRICT, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

F. Reexamination of Work may be ordered by the DISTRICT. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the DISTRICT shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the DISTRICT. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all

necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the DISTRICT. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the DISTRICT and the Contractor.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS

A. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

B. Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the DISTRICT.

C. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the DISTRICT, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The DISTRICT shall designate representatives, who shall have the right to be present at the Project site at all times. The DISTRICT may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

C. The Contractor shall pay to the DISTRICT a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the DISTRICT.

E. DISTRICT will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the DISTRICT-observed holidays, unless otherwise approved by the DISTRICT:

   1. Powered Vehicles

   2. Construction Equipment

   3. Loading and Unloading Vehicles

   4. Domestic Power Tools

ARTICLE 32. PAYROLL RECORDS; LABOR COMPLIANCE

A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the DISTRICT. Contractor shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the DISTRICT. The Contractor shall also provide the following:

   1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

   2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the DISTRICT, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's

name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the DISTRICT for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33. PREVAILING RATES OF WAGES

A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the DISTRICT's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

B. The Contractor shall forfeit as a penalty to the DISTRICT not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate 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 the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate 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.

C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE 35. EMPLOYMENT OF APPRENTICES

A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 36. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract.

Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the DISTRICT to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 37. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the DISTRICT. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the DISTRICT prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the DISTRICT Standards. Contractor shall adhere to the DISTRICT's lock out tag out program.

ARTICLE 39. INSURANCE

The Contractor shall obtain, and at all times during performance of the Contract, maintain, and for five (5) years thereafter, insurance described in this Article against claims for injuries or death to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the DISTRICT that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the DISTRICT that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the DISTRICT to terminate this Contract for cause. Contractor shall furnish DISTRICT with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the DISTRICT. All certificates and endorsements must be received and approved by the DISTRICT before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The DISTRICT, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG form 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by the state of California, with Statutory Limits. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the DISTRICT certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the DISTRICT, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide DISTRICT with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the DISTRICT, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from Work performed by the Named Insured for the DISTRICT; this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the DISTRICT, and shall not preclude the DISTRICT from taking such other actions available to the DISTRICT under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the DISTRICT may require additional

coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the DISTRICT. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. **Builder's Risk ["All Risk"]**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] or an installation floater (for materials and equipment) extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, vandalism and malicious mischief, and collapse, in an amount to cover 100% of the replacement cost. The DISTRICT accepts no responsibility for the Work until the Work is formally accepted by the DISTRICT. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The Policy shall be endorsed with DISTRICT, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to DISTRICT to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

    a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

    b. Coverage shall include all materials stored on site and in transit.

    c. Coverage shall include Contractor's tools and equipment.

    d. Insurance shall include boiler, machinery and material hoist coverage.

G. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by DISTRICT. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the DISTRICT harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the DISTRICT as a result thereof.

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the DISTRICT's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the DISTRICT the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the DISTRICT indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the DISTRICT, its officials, officers, agents, employees, and volunteers.

C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the DISTRICT may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the DISTRICT receives, at least ten (10) days prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the

insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

D. For any claims related to this Project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

E. DISTRICT reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the DISTRICT's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

F. Contractor shall report to the DISTRICT, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the DISTRICT's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The DISTRICT is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the DISTRICT's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the DISTRICT (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the DISTRICT will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the DISTRICT in writing of causes of delay. The DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

D. **No Damages for Reasonable Delay.** The DISTRICT's liability to Contractor for delays for which the DISTRICT is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the DISTRICT be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable DISTRICT delay, including delays caused by items that are the responsibility of the DISTRICT pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the DISTRICT:

A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.

B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the DISTRICT to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

D. Following the DISTRICT's Acceptance of the Work, the Contractor shall submit to the DISTRICT a written statement of the final quantities of unit price items for inclusion in the final payment request.

E. The DISTRICT shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 43. PROGRESS ESTIMATES AND PAYMENT

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the DISTRICT has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

B. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the DISTRICT for claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

C. The DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the DISTRICT shall be deemed the agent of Contractor and any payment so

made by the DISTRICT shall be considered as a payment made under contract by the DISTRICT to Contractor and the DISTRICT shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The DISTRICT will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The DISTRICT shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the DISTRICT to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the DISTRICT.

ARTICLE 44. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the DISTRICT to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the DISTRICT to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the DISTRICT or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 45. CHANGES AND EXTRA WORK.

A. **Contract Change Orders**.

1. The DISTRICT, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. Contractor shall promptly execute changes in the Work as directed in writing by the DISTRICT even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time.

All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.

6. Contractor shall make available to the DISTRICT any of the Contractor's documents related to the Project immediately upon request of the DISTRICT, as set forth in Article 52.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. **Contract Price Change**.

1. Process for Determining Adjustments in Contract Price.

   a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the DISTRICT, unless the DISTRICT requests that proposals be submitted in less than seven (7) Days.

   b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

   c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the DISTRICT.

   d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the DISTRICT, including but not limited to estimates and quotations from subcontractors or material suppliers, as the DISTRICT may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the DISTRICT has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the DISTRICT's estimate. If the change is issued based on the DISTRICT's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the DISTRICT's estimate was in error.

2. Unit Price Change Orders.

a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in DISTRICT's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

e. The DISTRICT or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

ii. there is no corresponding adjustment with respect to any other item of Work; and

iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the DISTRICT believes that the DISTRICT is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..

3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

   a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the DISTRICT. The DISTRICT will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

   b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

      Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

   c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed

if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the DISTRICT shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the DISTRICT if the Contractor is provided the DISTRICT funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than $750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the

field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit

g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than $750.

j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price

4. Time and Materials Change Orders.

a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the DISTRICT, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

b. Timely and Final Documentation.

i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the DISTRICT's Representative for an approval signature **each day** Additional Work is performed. Failure to get the DISTRICT's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The DISTRICT's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of DISTRICT's agreement to Contractor's entitlement to the cost.

ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of DISTRICT approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result

in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

   i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

   ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

   i. Trade discounts available to the purchaser shall be credited to the DISTRICT notwithstanding the fact that such discounts may not have been taken by Contractor.

   ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the DISTRICT's Representative.

   iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

   iv. If, in the opinion of the DISTRICT's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current

wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

v. The DISTRICT reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on DISTRICT furnished materials.

e. Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the DISTRICT for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the DISTRICT's Representative. Contractor may furnish cost data which might assist the DISTRICT's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then DISTRICT shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the DISTRICT that the equipment could be actively used on another project.

iv. All equipment shall, in the opinion of the DISTRICT's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the DISTRICT's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the DISTRICT's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the DISTRICT's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the DISTRICT determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for

services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide DISTRICT with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as DISTRICT may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by DISTRICT exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the DISTRICT the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the DISTRICT a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the DISTRICT's change order form in an attempt to reserve additional rights.

10. If the DISTRICT disagrees with the proposal submitted by Contractor, it will notify the Contractor and the DISTRICT will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the DISTRICT, a Change Order will be issued by the DISTRICT. If no agreement can be reached, the DISTRICT shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the DISTRICT within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the DISTRICT may require.

C. **Change of Contract Times**.

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of

occurrence, unless DISTRICT's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. DISTRICT may elect, at DISTRICT's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. Use of Float and Critical Path.

    a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the DISTRICT or the Contractor.

    b. Contractor shall not be entitled to compensation, and DISTRICT will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a DISTRICT-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the DISTRICT-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

    a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

    b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the DISTRICT), Acts of God, acts or failures to act of utility owners not under the control of DISTRICT, or other causes not the fault of and beyond control of DISTRICT and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

    c. Utility-Related Delays.

        i. Contractor shall immediately notify in writing the utility owner and DISTRICT's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

   a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

   b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

   a. DISTRICT's liability to Contractor for delays for which DISTRICT is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall DISTRICT be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

   b. Damages caused by unreasonable DISTRICT delay that impact the critical path, including delays caused by items that are the responsibility of the DISTRICT pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

   c. DISTRICT and DISTRICT's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for

extensions of the Contract Times. Such failure, neglect, or refusal prejudices DISTRICT's and DISTRICT's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 46. FINAL ACCEPTANCE AND PAYMENT

A. The acceptance of the Work on behalf of the DISTRICT will be made by the Engineer. Such acceptance by the DISTRICT shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the DISTRICT from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the DISTRICT has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the DISTRICT as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the DISTRICT under the terms of the Contract.

B. Unless Contractor advises the DISTRICT in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the DISTRICT has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the DISTRICT of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the DISTRICT and for all other claims relating to or arising out of this work. If Contractor advises the DISTRICT in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the DISTRICT may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the DISTRICT with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the DISTRICT to the extent necessary to repay the DISTRICT any excess in the cost of the Work above the contract price.

D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the DISTRICT or the date of occupation, beneficial use and enjoyment of the Work by the DISTRICT including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the DISTRICT and the

Contractor, the DISTRICT may withhold from the final payment an amount not to exceed 150% of the disputed amount.

E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 47. OCCUPANCY

The DISTRICT reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 48. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the DISTRICT's choosing), indemnify and hold harmless the DISTRICT, officials, officers, agents, employees, and representatives, and each of them from and against:

A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the DISTRICT or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the DISTRICT or its officials, officers, employees, or authorized volunteers.

B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the DISTRICT Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the DISTRICT, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the DISTRICT, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the DISTRICT, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 49. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the DISTRICT, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the DISTRICT. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the DISTRICT and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended

to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to claim:

   a. Specifications

   b. Drawings

   c. Clarifications (Requests for Information)

   d. Schedules

   e. Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Time impact analysis in CPM format

D. **DISTRICT's Response.** Upon receipt of a claim pursuant to this Article, DISTRICT shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the DISTRICT issues its written statement.

1. If the DISTRICT needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the DISTRICT's 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 DISTRICT shall have up to three Days following the next duly publicly noticed meeting of the DISTRICT's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the DISTRICT may request in writing additional documentation supporting the claim or relating to defenses or claims the DISTRICT may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of DISTRICT and the Contractor. The DISTRICT's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. **Meet and Confer.** If the Contractor disputes the DISTRICT's written response, or the DISTRICT fails to respond within the time prescribed, the Contractor may so notify the DISTRICT, in writing, either within 15 Days of receipt of the DISTRICT's response or within 15 Days of the DISTRICT's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the DISTRICT shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. **Mediation.** 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 Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the 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 Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. 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.

2. 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.

3. 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.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All

unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the DISTRICT may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project,**

whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

J. **Non-Waiver.** The DISTRICT's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 50. DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. **Termination for Cause by the DISTRICT:**

1. In the sole estimation of the DISTRICT, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the DISTRICT may serve written notice upon the Contractor and its Surety of the DISTRICT's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the DISTRICT have been made for correction of said violations.

2. In the event that the DISTRICT serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the DISTRICT written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the DISTRICT's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the DISTRICT's service of said notice upon Surety; then the DISTRICT may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the DISTRICT elects to obtain an alternative performance of the Contract as specified above: (1) the DISTRICT may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the DISTRICT in the event of such suspension is hereby created against any property of Contractor taken into the possession of the DISTRICT under the terms hereof and such lien may be enforced by sale of such property under the direction of the Board without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the DISTRICT

against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the DISTRICT for any cost or other damage to the DISTRICT necessitated by the DISTRICT securing an alternate performance pursuant to this Article.

B. **Termination for Convenience by the DISTRICT:**

1. The DISTRICT may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the DISTRICT determines that a termination is in the DISTRICT's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the DISTRICT, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the DISTRICT's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   a. Stop Work as specified in the Notice.

   b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

   c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

   d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

   e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

   f. Submit to the DISTRICT's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the DISTRICT's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the DISTRICT's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. In the event that the DISTRICT exercises its right to terminate this Contract pursuant to this clause, the DISTRICT shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

    a. All actual reimbursable costs incurred according to the provisions of this Contract.

    b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the DISTRICT's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

    c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the DISTRICT may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the DISTRICT or the Contract is terminated.

ARTICLE 51. WARRANTY AND GUARANTEE OF WORK

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the DISTRICT, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the DISTRICT, ordinary wear and tear and unusual abuse and neglect excepted. The DISTRICT will perform an inspection before the warrant period expires. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor’s option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor’s obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as DISTRICT may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor’s failure to comply with the

above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for DISTRICT all warranties that would be given in normal commercial practice and assign to DISTRICT any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the DISTRICT with all warranty and guarantee documents prior to final Acceptance of the Project by the DISTRICT as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the DISTRICT may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the DISTRICT for installation by the Contractor to be voided or reduced, Contractor shall indemnify DISTRICT from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the DISTRICT for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to DISTRICT-owned or controlled real or personal property.

F. The DISTRICT shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the DISTRICT shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the DISTRICT may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the DISTRICT prefers to accept it, DISTRICT may do so. Contractor shall pay 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) attributable to DISTRICT's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and DISTRICT shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by DISTRICT.

3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to DISTRICT.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to DISTRICT.

I. DISTRICT May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from DISTRICT's Representative to correct Defective Work, or to remove and replace rejected Work as required by DISTRICT, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, DISTRICT may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, DISTRICT may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which DISTRICT has paid Contractor but which are stored elsewhere. Contractor shall allow DISTRICT and DISTRICT's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable DISTRICT to exercise the rights and remedies to correct the Defective Work.

3. 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) incurred or sustained by DISTRICT correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and DISTRICT shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

5. If the Change Order is executed after all payments under the Contract have been paid by DISTRICT and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to DISTRICT.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to DISTRICT.

7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to DISTRICT correcting Defective work.

J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to DISTRICT at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 52. DOCUMENT RETENTION & EXAMINATION

A. In accordance with Government Code section 8546.7, records of both the DISTRICT and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the DISTRICT any of the Contractor's other documents related to the Project immediately upon request of the DISTRICT.

C. In addition to the State Auditor rights above, the DISTRICT shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the DISTRICT, for a period of four (4) years after final payment.

ARTICLE 53. SEPARATE CONTRACTS

A. The DISTRICT reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the DISTRICT in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The DISTRICT shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award,

performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 54. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to DISTRICT shall be addressed to the DISTRICT as designated in the Notice Inviting Bids unless DISTRICT designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 55. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the DISTRICT shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The DISTRICT is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 56. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 57. INTEGRATION

A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the DISTRICT and Contractor.

ARTICLE 58. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the DISTRICT. Any assignment or change of Contractor's name of legal entity without the written consent of the DISTRICT shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 59. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the DISTRICT in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect DISTRICT's rights under the Contract, including but not limited to the bonds.

ARTICLE 60. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 61. PROHIBITED INTERESTS

No DISTRICT official or representative who is authorized in such capacity and on behalf of the DISTRICT to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 62. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 63. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Diego County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 64. LAWS AND REGULATIONS

A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 65. PATENTS

Contractor shall hold and save the DISTRICT, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 66. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the DISTRICT are DISTRICT property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the DISTRICT on request at completion of the Work.

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 68. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

A. For purposes of this Project, the Engineer of Record or Engineer shall be: Carlos Beltran, P.E, Dynamic Consulting Engineers, Inc.

1.2 Location of the Project.

A. The Project is located along various roads in northwest Borrego Springs (Sun Gold Water Transmission Replacement Project) and along Borrego Springs Road between Tilting T Drive and Country Club Drive.

1.3 Construction Area Signs.

A. The Contractor shall furnish, install, maintain and remove all construction area signs in conformance with the plans and Sections 12-3.06 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

1.4 Dust Control

A. Dust control shall be performed in accordance with Subsection 7-8.1, "Clean up and Dust Control," of the Standard Specifications, San Diego County Air Pollution Control District (APCD) Rules, the General Conditions and the following provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust twenty-four (24) hours a day, seven (7) days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work.

Dust or dirt accumulations generated by the Contractor's operations shall be cleaned and removed by the Contractor from all areas as designated by the Engineer. The cost for cleaning and removal of dust or dirt shall be at the Contractor's expense and no additional compensation will be made therefore.

Water for use in dust control shall, at the option of the Contractor, be potable or non-potable. Non-potable water shall consist of reclaimed waste water or non-potable water developed from other sources.

If the Contractor uses reclaimed waste water in the work, the sources and discharge of reclaimed waste water shall meet the California Department of Health Services

Water Reclamation Criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a waste water discharge permit or a waiver from the Regional Water Quality Control Board. Copies of permits or waivers from the Regional Water Quality Control Board shall be delivered to the engineer before using reclaimed waste water in the work.

Water shall be applied in the amounts, at the locations, and for the purposes designated in the Special Provision and these Specifications, and as order by the Engineer.

Water for compacting embankment material, sub-base, base and surfacing material and for laying dust, shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

All equipment used for the application of water shall be equipped with a positive means of shut-off.

Unless otherwise permitted by the Engineer or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 3700 L (1,000 gallons) shall be available for applying water on the project at all times.

Chemical additives or binder may be used in water for compaction or dust palliative. If such additives are used, furnishing and applying the additives shall be at the Contractor's expense.

The right is reserved by the Engineer to prohibit the use of a particular type of additive, to designate the locations where a particular type of additive may not be used, or to limit the amount of a particular type of additive to be used at certain locations, all if the Engineer has reasonable ground for believing that such use will in any way be detrimental.

The additive or binder shall be either miscible in water or be some form of material that is directly applied to the surface without mixing with water.

Additives or binders that are miscible in water shall be either a resin emulsion, an SS1 type asphaltic emulsion, materials composed essentially of lignin sulfonate or any other binder that is miscible in water in the proportions provided herein is non-corrosive, and is effective as a dust palliative.

Resin emulsion shall be composed of from fifty-seven percent (57%) to sixty-three percent (63%) of semi-liquid petroleum resin and the remainder water to which a suitable emulsifying agent has been added. The resin emulsion shall be readily miscible with water and when diluted with any hard water in the proportions of one (1) part of emulsion to ten (10) parts water shall show no signs of breakdown or separation of the petroleum resin base. Resin emulsion, which has been stored in closed

containers at temperatures above freezing for a period up to three (3) months shall show no signs of separation. Any resin emulsion which has been stored for more than three (3) months shall not be used until tested and approved.

SS1 type asphaltic emulsion shall conform to the provisions in Subsection 203-3, "Emulsified Asphalt."

Additives or binders that are miscible in water shall be mixed with additional water at the rate of from four (4) to nineteen (19) parts of water to one (1) part of binder, the exact rate to be determined by the Engineer. Mixing shall be accomplished by placing the binder and water in the spreading equipment simultaneously or by some other mixing method that will produce equivalent results.

The resulting mixture shall be applied with pressure type water distributor trucks equipped with a spray system or pressure type asphalt distributors at an approximate rate of from 0.9- to 3.6 L/m2. (O.2 to 0.8 gallon on per square yard)

Additives or binders that are directly applied to the surface without mixing with water shall be applied with equipment approved by the Engineer. The binder shall be applied at a rate of from 0.4- to 1.1L/m2. (0.10 to 0.25 gallons per square yard)

The exact rate and number of applications of binders will be determined by the Engineer.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

No adjustment of compensation will be made for any increase or decrease in the quantity of dust control required, regardless of the reason for such increase or decrease.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

1.5 Cooperation and Collateral Work

A. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others and coordinating with the work by others. The DISTRICT, other contractors and utilities shall have the right to operate within or adjacent to the work site during the performance of such work.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

The Contractor shall include in its proposal all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the DISTRICT for damages resulting from such simultaneous, collateral and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the work.

Should the Contractor be delayed by the DISTRICT, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the project and any extension of time. Should any agency or utility company's work result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract, and shall not be entitled to damages due to downtime and idled equipment or additional payments over and above the agreed upon unit prices.

Compensation for compliance with all collateral work shall be considered as being included in the various Contract items in the proposal schedule and no additional compensation will be allowed therefore.

1.6 Existing Improvement

A. The Contractor shall make every effort to protect all existing improvements and facilities from damage during the progress of his/her/its work. No trees, planters, walks, shrubs, signs, fences or other such facilities shall be removed except as shown or called for on the plans or unless specifically authorized in writing by the Engineer. The Contractor shall be held responsible for the care and preservation of the present premises and of adjacent premises and coterminous property. Any parts of them which are injured, damaged or disturbed because of his work shall be repaired, replaced or cleaned by him at his expense.

1.7 Existing Utilities

A. The Contractor will be required to work around public utilities and other improvements that are to remain in place within the construction area. The Contractor will be held liable for any damage to existing improvements or interference with service resulting from his operations. The Contractor shall pothole and ascertain the exact location of

all underground facilities and improvements within the construction area before using equipment that may damage such facilities.

1.8 Resident Access to Their Properties During Construction

A. The Contractor shall provide access to local residents at all times. The contractor shall notify the residents of the construction schedule and when construction activities will take place in front of their properties. The Contractor shall install steel plates over open trench (for the width of a standard residential driveway) to provide vehicular access in and out of local residences. The compensation for providing steel plates for resident vehicular access shall be included (factored) in the unit price (LF) of the 8 inch diameter PVC pipe and 10" diameter PVC pipe installation. No additional cost shall be incurred.

1.9 Status of the Project Area and Rights-of-Way.

A. DISTRICT, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

B. DISTRICT has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide DISTRICT's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by DISTRICT.

E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide DISTRICT's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by DISTRICT.

1.10 Site Data.

NOT USED.

1.11 Pre-Purchased or Pre-Negotiated Material.

NOT USED.

Designation of DISTRICT's Representative.

A. Unless otherwise modified by DISTRICT, DISTRICT's Representative shall be its General Manager.

1.13 Project Retention

In accordance with Public Contract Code § 7201, DISTRICT will withhold 5% of each progress payment as retention on the Project.

1.14 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, DISTRICT will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, DISTRICT shall therefore be entitled to **$2,000.00 per Day** as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent DISTRICT, in case of Contractor's default, from terminating the Contractor.

1.15 Utility Outages – Notices to Residents.

A. Should Contractor's operations require interruption of any utility service, Contractor shall notify DISTRICT at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by DISTRICT at least seven (7) Days prior to the scheduled outage.

B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.16 Schedule Constraints.

NOT USED.

1.17 Noise Restrictions

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

1.18 Safety Programs.

A. DISTRICT has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.]

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

A. The work shall include the procurement of materials and the installation of a new 8 inch diameter water main pipeline along various roads in northwest Borrego Springs (Sun Gold Water Transmission Replacement Project) and the installation of a 10 inch water main line along Borrego Springs Road between Tilting T Drive and Country Club Drive. The work also includes the installation of new fire hydrants and new water services.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

A. General. Construction staking will be provided by the Contractor.

B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the DISTRICT Representative to determine final quantities of Work in place. The DISTRICT Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the DISTRICT Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of DISTRICT's Representative. Unless waived by DISTRICT's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of DISTRICT's Representative.

C. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

A. Estimated Schedule. Within ten (10) Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the DISTRICT

shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the DISTRICT. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

NOT USED

3.4 PROTECTION OF WORK AND PROPERTY

A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the DISTRICT with reasonable notice of the need for such repair or replacement, it shall be performed by the DISTRICT. If the Contractor fails to provide the DISTRICT with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the DISTRICT, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the DISTRICT at no expense to the Contractor, provided the DISTRICT is notified at least 48 hours before the property line monuments are damaged.

B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project site over a route designated by the Engineer.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the DISTRICT shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the DISTRICT, at no cost to the DISTRICT.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the DISTRICT.

8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Project site in a clean, safe condition.

10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the DISTRICT.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.

E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The

DISTRICT shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.

3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the

Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall

provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the Contractor.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to DISTRICT in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by DISTRICT's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

(1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

(1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:

a. Installation

b. Adjustment

c. Startup

d. Location of controls, special tools, equipment required, or related instrumentation needed for operation

e. Operation procedures

f. Load changes

g. Calibration

h. Shutdown

i. Troubleshooting

j. Disassembly

k. Reassembly

l. Realignment

m. Testing to determine performance efficiency

n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices

o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

(1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.

(2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

(1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.

(2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

(1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

(1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

(1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

(1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

3. The Contractor shall furnish to DISTRICT six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List - The Contractor shall furnish to DISTRICT six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by DISTRICT in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist DISTRICT in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to DISTRICT's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to DISTRICT's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to DISTRICT, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by DISTRICT's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to DISTRICT's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform DISTRICT's Representative, in writing, the date the material is to be manufactured.

3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to DISTRICT's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate DISTRICT's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by DISTRICT.

3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to DISTRICT's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. All connections to the DISTRICT's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the DISTRICT. The DISTRICT-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with the most recent edition of the Manual of Cross-Connection Control as published by the University of Southern California by a person selected from Borrego Water District's "DISTRICT-Approved Certified Backflow Assembly Testers" list, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the DISTRICT's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the DISTRICT two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the DISTRICT.

2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The DISTRICT will perform all notification to existing customers regarding temporary loss of service.

3. Contractor shall submit a request on DISTRICT's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the DISTRICT Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify DISTRICT as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.

2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the DISTRICT may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for

the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the DISTRICT Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to DISTRICT within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

   If directed by the DISTRICT Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any DISTRICT directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by DISTRICT or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the DISTRICT Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or DISTRICT within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

END OF GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

1.01 STANDARD SPECIFICATIONS:

Unless indicated otherwise, the work embraced herein shall be done in accordance with the appropriate provisions of construction details as shown in the specifications entitled "GREENBOOK Standard Specifications for Public Works Construction," the latest edition, insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications and in accordance with the following provisions.

Water main pipeline construction work shall be completed per the water improvement plans, technical specifications, and latest AWWA C900 and AWWA C651 standards.

In case of conflict between the Standard Specifications and these Technical Specifications, the Technical Specifications shall take precedence over and be used in lieu of such conflicting portions.

1.02 SCOPE OF WORK:

The work is generally described as follows:
The work shall include the procurement of materials and the installation of a new 8 inch diameter water main pipeline along various roads in northwest Borrego Springs (Sun Gold Water Transmission Replacement Project) and the installation of a 10 inch water main line along Borrego Springs Road between Tilting T Drive and Country Club Drive. The work also includes the installation of new fire hydrants and new water services.

TECHNICAL SPECIFICATIONS SECTIONS:

SECTION 01300 – CONTRACOR SUBMITTALS

SECTION 01505 - MOBILIZATION

SECTION 01520 - TEMPORARY FACILITIES

SECTION 01530 - PROTECTION OF EXISTING FACILITIES

SECTION 01550 - SITE ACCESS AND STORAGE

SECTION 01560 - PROJECT ENVIRONMENTAL CONTROLS

SECTION 01600 - MATERIALS AND EQUIPMENT PART 1 GENERAL

SECTION 02150 - SHEETING, SHORING AND BRACING

SECTION 02200 - EARTHWORK

SECTION 02221 - TRENCHING, BACKFILLING AND COMPACTING

SECTION 02640 - PVC PIPE

SECTION 02641 - PVC PRESSURE PIPE AWWA C900

SECTION 02650 - PIPE FITTINGS, TRANSITION COUPLINGS, MECHANICAL RESTRAINED JOINT FITTINGS, FLANGED COUPLING ADAPTERS AND HARDWARE

SECTION 02666 – PRESSURE PIPELINE WATER TESTING

SECTION 02670 - DISINFECTION OF POTABLE WATER PIPELINES

SECTION 15615 - RESILIENT GATE VALVES, BUTTERFLY VALVES, OS&Y VALVES AND SWING CHECK VALVES

SECTION 15830 - MISCELLANEOUS VALVES

SECTION 01300 – CONTRACOR SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

A. All submittals by the Contractor shall be submitted to the Resident Engineer or District Representative.

B. Within ten (10) days after the date of Notice to Proceed, the Contractor shall submit the following items to the Resident Engineer or District Representative.:

3. 1. A Construction Schedule providing the starting and completion dates of the various stages of the Work. The Contractor shall be prepared to discuss its construction schedule at the pre-construction conference.

2. Schedule of Values or lump sum price breakdown for progress payment purposes.

1.02 SUBMITTAL REQUIREMENTS AND PROCESS

A. Wherever called for in the Contract Documents or when requested by the Resident Engineer or District Representative the Contractor shall furnish to the Resident Project Representative for review, six (6) copies of each submittal.

B. All submittals shall be accompanied by a submittal transmittal form. This form may be obtained from the Resident Engineer or District Representative. A separate transmittal form shall be used for each specific item for which a submittal is required. Each submittal should be referenced to the specification section requiring the submittal. All Contractor submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Resident Engineer or District Representative. Each submittal shall be dated, signed and certified by the Contractor as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer and any delays caused

thereby shall be the sole responsibility of the Contractor.

C. Multiple-page submittals shall be collated into sets with each set stapled or bound.

D. The Resident Engineer or District Representative will return copies of each submittal to the Contractor with review comments within fifteen (15) calendar days following their receipt by the Resident Project Representative. There will be three (3) copies of a submittal returned to the Contractor when marked either “NO EXCEPTIONS TAKEN” or “APPROVED AS NOTED”, and no formal revision and re-submission of said submittal will be required. However, if one or more copies of the submittal are returned to the Contractor marked ‘REVISE AND RESUBMIT” or ‘REJECTED”, the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

E. Fabrication of an item shall commence only after the Engineer has reviewed the submittal and returned copies to the Contractor marked either “NO EXCEPTIONS TAKEN” or “APPROVED AS NOTED”. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

F. The Engineer’s review of Contractor’s submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in the Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

1.03 CONTRACTOR’S SCHEDULE SUBMITTAL

A. The Contractor shall submit to the Resident Engineer or District Representative a construction schedule for the Work showing a general plan for orderly progression of the Work including mobilization of equipment and timing of procurement of major materials and equipment.

B. The Resident Engineer or District Representative may request that the Contractor provide a revised or updated Construction Schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of any portion of the Work falling behind schedule or the sequence of operations becomes different from the previous schedule.

1.04 PROPOSED SUBSTITUTES OR “OR EQUAL” ITEM SUBMITTAL

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance and quality required. Other items of material or equipment, or material or equipment of other Suppliers may be submitted to the Resident Engineer or District Representative for review under the circumstances described below

1. The Contractor shall be responsible for resultant changes and all additional costs or credit to the Owner which the accepted substitution requires in the Contractor's work, the work of its subcontractors and of other contractors and shall effect such changes without cost to the Owner.

B. The procedure for review by the Resident Engineer or District Representative will include the following:

1. If proposed substitute material or equipment has been judged to be unacceptable by the Engineer, the Contractor shall provide the material or equipment named in the Contract Documents.

1.05 SAMPLES SUBMITTAL

A. The Contractor shall submit not less than two (2) samples, unless noted otherwise in a material or equipment specification, to the District Engineer for acceptance at no additional cost to the Owner. Samples shall be submitted for acceptance a minimum of ten (10) days prior to ordering such material for delivery to the job site. If accepted by the District Engineer, one (1) set of samples will be returned to the Contractor and one (1) set of samples shall remain at the job site until completion of the Work.

1.07 AS-BUILT SUBMITTAL

A. The Contractor shall maintain, during the progress of the Work, one (1) set of As-Built Drawings and shall neatly mark on them all project changes from the details shown on the original Contract Drawings. Special attention shall be given to recording on the drawings the horizontal and vertical location of all buried utilities that differ from the locations indicated or which were revealed during the construction.

B. As-Built drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the Work.

C. Upon substantial completion of the Work and prior to final acceptance the Contractor shall deliver a complete set of As-Built drawings to the Engineer.

1.08 SUPERINTENDENT SUBMITTAL

A. A letter designating the Project Superintendent shall be forwarded to the Engineer for his review. The letter shall also include emergency contact information for the Project Superintendent and other Contractor Representative.

1.09 MATERIAL AND EQUIPMENT SUBMITTAL LIST

1. General Requirements

1.1 Construction Schedule

1.2 Schedule of Values

1.3 Letter Designation Project Superintendent

1.4 Emergency Contact Number

1.5 Operation and Maintenance Manuals

2. Sitework

2.1 Sheeting, Shoring and Bracing Plan

2.2 Hot Mix Asphalt, ¾-inch Type A, PG 70-10

2.3 Class 2 Base Gradation, Maximum Density and Sand Equivalent

2.4 3/4" Crushed Rock Gradation

2.5 Granular Sand Gradation, Maximum Density and Sand Equivalent

2.6 PVC Pipe

A. AWWA C-900, DR 18 PVC Pipe

2.7 Copper Pipe

2.8 Pipe Fittings

A. Ductile Iron
B. Stainless Steel
C. Copper
D. Bronze
E. SCH 80 PVC

2.9 Ductile Iron Fittings

2.10 Magnetic Detector Tape

2.11 Fire Hydrant Assembly

2.12 Valve Riser, Frame and Cover

3. Mechanical and Miscellaneous

3.1 Pipe Expansion Joints

3.2 Resilient Gate Valves, Butterfly Valves, OS&Y Valves, Check Valves, Flapper Valves, Air Release Valves and Backflow Preventers

3.3 Stainless Steel Pipe Fittings and Valves

END OF SECTION 01300

SECTION 01505 - MOBILIZATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Mobilization shall include obtaining all permits; moving plant equipment on-site; furnishing and erecting plants, temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Moving on to the site of all Contractors' plant, equipment and materials required for first month operations.

2. Installing temporary construction power, wiring and lighting facilities.

3. Establishing fire protection equipment and instructing designated personnel in the operation of such apparatus.

4. Providing field office trailer for the Contractor complete with furnishings
and utility services when applicable. Contractor will furnish the temporary power, water, telephone, copier, facsimile machine and other items for the Contractor's field offices. Contractor to furnish and install necessary piping, wiring and disconnects.

5. Providing all on-site Contractor communication facilities.

6. Providing on-site Contractor's sanitary facilities.

7. Arranging and setting up the Contractor's work and storage yard.

8. Obtaining all required permits.

9. Posting all OSHA required notices and establishment of safety programs.

10. Have Contractor's superintendent at the jobsite full time.

11. Submittal of Construction Schedule.

12. Install project sign, if required.

13. Submittal of Schedule of Values.

14. Costs of Insurance, Payment Bond, Performance Bond, Taxes, Permits, Freight and similar expenses.

1.02 PAYMENT FOR MOBILIZATION

A. A Mobilization Item is included in the Proposal forms. The Mobilization payment shall not be released to the Contractor unless all items in Paragraph "A" above have been satisfied.

END OF SECTION 01505

SECTION 01520 - TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 DESCRIPTION

Except as otherwise provided, the Owner shall bear no costs of temporary facilities or their removal. It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the Work under this contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required Work and shall be subject to inspection and approval by the Owner's representative at any time within the duration of the Contract. All work hereunder shall confirm to the applicable requirements of the OSHA Standards for Construction.

1.02 TEMPORARY POWER AND LIGHTING SERVICES

The Contractor shall provide all necessary temporary power connection, disconnects and distribution lines required for its operations under the Contract and shall provide and maintain all temporary power systems required to perform the Work in a safe and satisfactory manner. The Contractor shall make the arrangements with the SDG&E and pay all fees, and shall bear all costs for these temporary services and shall furnish and install all necessary transformers; metering facilities and distribution centers from branch circuits as may be required.

All temporary connections for electricity shall be subject to approval of the Engineer and shall be completely removed at the Contractor's expense prior to final acceptance of the Work. All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of the OSHA Safety and Health Standards for Construction and the governing agency and electrical purveyor.

The Contractor shall provide lighting and outlets in temporary structures throughout the project as may be required for safety, proper performance and inspection of the Work. If operations are performed during hours of darkness, or if natural lighting is deemed insufficient by Engineer, the Contractor shall provide adequate floodlights, clusters and spot illumination. The use of permanently installed lighting fixtures, lamps and tubes for work shall not be permitted except by special permission of Engineer. The Contractor shall make arrangements with Subcontractors for electrical services and lighting as may be necessary in the performance of their work.

1.03 TEMPORARY WATER SERVICES

A. General: Unless specifically specified for a specific scope of work or construction activity, the Owner shall furnish water for all testing and construction purposes. Utility water may be used for hydraulic structures and pipeline testing as approved by the Engineer and DISTRICT.
Temporary water service lines, if required, shall be installed and removed by the Contractor, who shall pay all charges for making the connections, running the temporary lines, removing the temporary lines at the completion of the Work and disconnecting the services. All relocations required to clear the work of others shall be performed by the Contractor when requested by the Owner.

B. Potable Water: All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning the Contractor's personnel that piped water for construction purposes may be contaminated and is not for human consumption.

C. Water Connections: The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the water system. For each such connection made the Contractor shall first attach to the fire hydrant or pipeline a valve, backflow preventer and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.

D. Removal of Water Connections: Before final acceptance of the Work all temporary water connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer and to the agency owning the affected utility.

E. Fire Protection: The Contractor shall provide fire extinguishers and other fire protection equipment to adequately protect new and existing facilities and temporary facilities against damage by fire. Hose connections and hose, water casks, chemical equipment or other sufficient means shall be provided for fighting fires in the new, existing and temporary structures and other portions of the Work and responsible persons shall be designed and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of the OSHA Standards for Construction. The Contractor shall employ every reasonable means to prevent the hazard of fire.

1.04 TEMPORARY STRUCTURES

Prior to starting work, the Contractor shall, as directed by Engineer, provide and maintain suitable temporary office facilities for the duration of the Project as required for the Contractor's project administration; and all necessary sheds and facilities for the proper storage of tools, materials and equipment employed in the performance of the Work.

1.05 CONTRACTOR'S WORK AND STAGING AREA

The Owner shall designate and arrange for the Contractor's use, a portion of the property adjacent to the Work for its exclusive use during the term of the Contract as an office, storage and shop area for its construction operations relative to this Contract. Contractor shall be solely responsible for the security of its tools, supplies and equipment at the site.

1.06 ANITATION

A. Restroom Facilities: The Contractor shall provide and maintain a portable men's restroom facility and a separate portable women's restroom facility. The restroom facilities shall be placed at the job site prior to the start of construction within ten (10) days from the issuance of the Notice to Proceed and shall remain in service until the job has been completed. The Contractor shall position the restroom facilities, as required to maintain the facilities, near the location of daily work activity-and-near-the-Construction Office—Trailer. The restroom facilities shall be cleaned on a regular basis.

B. Sanitary and Other Organic Wastes: The Contractor shall establish adequate and regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto. Contractor may install temporary piping for toilet facilities to discharge into an incoming sewer.

1.07 COMMUNICATIONS

A. Telephone Services: The Contractor shall provide its own phone lines. The Owner's telephone system shall not be used by the Contractor's work force.

B. Facsimile Services: The Contractor shall provide its own facsimile unit(s). The costs relative to the facsimile unit(s) shall be borne by the Contractor.

1.08 FENCE AND BARRICADES

The Contractor shall provide such protective fences and barricades as he/she may deem necessary for public safety and to protect his/her storage areas and the Work in place. The location and appearance of all fences shall be subject to approval of the Engineer.

1.09 CONTRACTOR PARKING

The Contractor shall not park his/her equipment, nor allow his/her personnel to park, in any area except those specifically designated by the Engineer.

1.10 TEMPORARY LIVING QUARTERS

Temporary living quarters shall not be allowed on the job site or on publicly-owned properties. In addition, all local zoning codes for the area in question shall be strictly adhered to.

1.11 REMOVAL OF TEMPORARY CONSTRUCTION

The Contractor shall remove temporary office facilities, toilets, storage sheds and other temporary construction from the site as soon as, in Engineer's opinion, the progress of work permits. Contractor shall recondition and restore those portions of the site occupied by the same to a condition equal to or better than it was prior to construction.

END OF SECTION 01520

SECTION 01530 - PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall protect all existing utilities, piping and improvements not designated for removal and shall restore damaged or temporarily relocated utilities, piping and improvements to a condition equal to or better than they were prior to such damage or temporary relocation.

B. The Contractor shall verify the exact locations and depths of all underground piping and utilities shown and not shown and shall make exploratory excavations of all piping and utilities that may interfere with the Work. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, piping and other improvements that will be encountered during construction operations and verify that such utilities or other improvements are adequately protected from damage due to such operations.

C. Maintaining in Service: All pipelines, electrical, power, telephone communication cables, gas and water mains shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the Owner. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement the Contractor, after necessary scheduling and approval, shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the Owner of the facility. In all cases of such temporary removal or relocation, the Work shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement to a new condition meeting the specification requirements.

D. All repairs to a damaged utility or improvement are subject to inspection and approval by a Resident Project Representative before being concealed by backfill or other work.

1.02 RIGHTS-OF-WAY

A. The Contractor shall refrain from commencing work or entering upon the rights-of-way of any oil, gas, sewer or water pipeline; any telephone or electric transmission line; any fence; or any other structure, until notified by the Engineer that the Owner has secured authority to do so. After authority has been obtained, the Contractor shall give the governing utility proper advanced notice of its intention to begin work.

1.03 RESTORATION OF PAVEMENT AND SIDEWALKS

A. All paved areas and sidewalks not designated for replacement, cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas unless otherwise noted. All sidewalks, curbs and gutters and pavements which are subject to partial removal shall be neatly saw-cut in straight lines. The sidewalk, curb and gutter and pavement shall be constructed in accordance with the Standard Details and Plans of the governing agency.

1.04 UNDERGROUND UTILITIES NOT SHOWN OR INDICATED

A. If the Contractor damages existing utilities, piping or improvements that are not illustrated or the location of which was not made known to the Contractor prior to excavation and the damage was not due to failure of the Contractor to exercise reasonable care the Contractor shall immediately notify the Engineer.

1.05 NOTIFICATION BY THE CONTRACTOR

A. Prior to any excavation in the vicinity of any existing underground facilities, including water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications or telecommunication cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the Contractor shall notify the respective utility purveyors or agencies or owners responsible for such facilities not less than three (3) working days prior to excavation so that a representative is afforded the opportunity to be present during the excavation work.

END OF SECTION 01530

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 – GENERAL

1.01 HIGHWAY AND STREET LIMITATIONS

A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress to the site of the Work. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations or define any alternate routes to the project site due to roadway or bridge restrictions.

B. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, utility right-of-way or the site of the Work during the performance of the Work hereunder. The Contractor shall conduct its operations so as not to interfere unnecessarily with the authorized work of utility companies, other agencies, or the Owner's plant personnel. No street or access shall be closed without first obtaining permission of the Engineer or proper governmental authority. Where excavation is being performed in primary streets or highways one (1) lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown by the Contract Documents. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks, access routes and the proper functioning of all gutters, sewer inlets and other drainage facilities.

C. Traffic Control: For the protection of traffic in public streets and plant operating personnel at the site of the Work, the Contractor shall provide, place and maintain all necessary barricades, traffic cones, warning signs, lights and other approved safety devices. All barricades, traffic cones, warning signs, lights and other approved safety devices shall be placed according to the agency requirements maintaining jurisdiction, as applicable. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the Owner's personnel and the public. All barricades and obstructions shall be illuminated at night.

END OF SECTION 01550

SECTION 01560 - PROJECT ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

EXPLOSIVES AND BLASTING

The use or storage of explosives on the Work or site shall not be permitted.
As construction activities only include the replacement of an existing tank with no additional system capacity, an Environmental Assessment (EA) or Environmental Review is not deemed necessary for this project.

1.02 DUST ABATEMENT AND RUBBISH CONTROL

The Contractor shall provide under the Contract all necessary measures to prevent its operation from producing dust or air contaminants in amounts damaging to property or causing a nuisance to Owner's plant personnel and operations or to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for damage resulting from any dust and/or air contaminants originating from its operations. The dust and/or air contaminants abatement measures shall be continued throughout the length of the Contract.

During the progress of the Work the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials- and waste.- The Contractor shall also keep its haul roads free from dirt, rubbish and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with all applicable Safety Laws and Health Standards for Construction. The Owner's dumpster shall not be used by the Contractor.

1.02 CHEMICALS

3) All chemicals used during project construction or furnished for project operation, whether soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval for use by either the U.S. Environmental Protection Agency, the U.S. Department of Agriculture or the local jurisdictional agency. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

END OF SECTION 01560

SECTION 01600 - MATERIALS AND EQUIPMENT PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. To the greatest extent possible for each unit of work, the Contractor shall provide products, materials or equipment from a single source.

4) Where more than one choice is available as options for Contractor's selection of a product, material or equipment, the Contractor shall select an option which is compatible with other products, materials or equipment already selected.

1.02 PRODUCT DELIVERY, STORAGE AND HANDLING

A. The Contractor shall transport, deliver, handle and store products in accordance with supplier's written recommendations and by methods and means which will prevent damage, deterioration and loss including theft. Delivery schedules shall be coordinated to minimize long-term storage of products at the Work site and overcrowding of construction spaces. The Contractor shall provide installation coordination to ensure minimum storage times for products recognized to be flammable, hazardous or easily damaged.

B. Products shall be delivered in a dry, undamaged condition in the supplier's unopened packaging. The Engineer and Owner reserve the right to reject all damaged products, materials and equipment. Rejected products shall be immediately removed from the site of the Work.

C. Products, materials and equipment shall be stored in accordance with the manufacturer's written instructions, with seals and labels intact and legible. Motors, electrical gear, mechanical equipment with open bearings or moving parts or any product sensitive to the environment shall be stored in weather-tight enclosures with necessary temperature and humidity ranges maintained within the manufacturer's instructions.

D. Fabricated structural components shall be stored on supports above ground and in a manner to prevent accumulation of water and warping. Products subject to deterioration from atmospheric conditions shall be covered in a manner that will provide adequate ventilation to avoid condensation.

E. Products, materials and equipment not stored in a manner that will insure the maintaining of a new condition will be rejected by the Engineer. Such rejected products, materials and equipment shall be immediately removed from the Work site.

SECTION 02150 - SHEETING, SHORING AND BRACING

PART 1 - GENERAL

1.01 DESCRIPTION

This section provides requirements for sheeting, shoring, bracing, wales, posts, piling, anchorages and fastenings or other excavation supports, both temporary or permanent, for accomplishment and protection of Work.

1.02 QUALITY ASSURANCE

A. Design Requirements:

In accordance with Section 6500 of the California Labor Code, the Contractor is required to obtain a permit, for the excavation of trench which is five feet (5') or more in depth and into which a person is required to descend, from the Division of Industrial Safety.

The Contractor shall furnish all labor, equipment and materials required to design, construct and remove all sheeting, shoring and bracing or other equivalent method of support for the walls of open excavations required for the construction of this project.

Excavation of any trench, pad area, foundation area, or structure five feet (5') or more in depth shall not commence until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of trench or soil wall collapse/failure.

Such plan shall be submitted at leave five (5) days before the Contractor intends to begin excavation and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety. The plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

Prior to the beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer, the person responsible to supervise the project safety measures and the person responsible to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with minimum

requirements of the Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of loads which may exceed those derived by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring to support the excavation under any or all of the conditions of grading which may exist, or which may arise during the construction of the project.

B. Material Standards:

Furnish lumber for shores, wales, and sheeting of grading required by the American Lumber Standards for the particular application.

1.03 SUBMITTALS

Contractor shall submit complete calculations of the sheeting system including sizing of sheeting wales, rakers, anchor system, struts, earth anchors, anchor piles, tie rods or any other components pertinent to the design prior to the start of any Work involving sheeting and bracing. All designs submitted shall be stamped and signed by an Engineer with a Civil or Structural designation with an active registration in the State of California.

1.04 JOB CONDITIONS

Buried debris may be found at some locations. Federal and local agency requirements for safety of job personnel and public will apply to work under the Section.

1.05 ALTERNATIVES

The use of application of alternative methods and materials, and the employment of proprietary systems under lease or franchise in lieu of that specified herein, may be allowed. Demonstration of suitability and compliance with these Specifications will be required. The application of alternative methods will be approved by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Lumber:

1. Temporary Shores, Wales and Sheeting: Furnish structural grade planks, beams and posts as defined and specified for stress-grade lumber in the American Lumber Standards. Lumber may be rough, untreated, in random lengths, and shall be of

standard dimensions.

2. Permanent Sheeting: When permanent sheeting is called for on the Drawings, provide and install planks, beams, posts and timers of unseasoned, rough, new southern yellow pine or Douglas Fir meeting the requirements of ASTM Standard D25, Class “C”. In lieu of the above, lumber dressed to standard dimensions, dried and treated in accordance with Standard T-3 of the American Wood Preservers’ Association may be utilized.

B. Fastenings:

Provide fastenings for permanent sheeting as recommended in the National Design Specification for stress-grade lumber and its fastening.

PART 3 - EXECUTION

3.01 INSTALLATION

Install sheeting and bracing for trench and structure excavation progressively as the removal of excavated material requires. Butt planks to exclude groundwater and fines, preventing the erosion of voids outside sheeting. In soft, wet ground drive sheeting to a lower level as excavation progresses to that sheeting is embedded in undisturbed earth. Bracing of sheet piling may be permitted to penetrate the structural concrete only as directed by the Owner. Install wales and struts at close intervals so as to prevent displacement of the surrounding earth and to maintain safe conditions in the Work area. Any damage proven to result from improper installations shall be the responsibility of the Contractor. Temporary sheeting for trench and structure excavation may be removed and reused. Withdraw individual planks alternately as the backfill is raised, maintaining sufficient sheeting and bracing to protect the Work and workmen. Remove bracing completely. Where unstable conditions occur in the underlying strata from any cause, and withdrawal of sheeting will endanger the Work, a portion of the sheeting, including bracing, may be left in place with the approval of the Owner. Remove all wood within a zone extending four feet (4’) below finished grade. Leaving such material in place shall not be cause for an increase in the contract price. The use of horizontal strutting below the barrel of a pipe or the use of a pipe as support will not be permitted. Sheet piling and timers in trench excavations shall be withdrawn in a manner so as to prevent subsequent settlement of the pipe or additional backfill loadings which might overload the pipe. Trench sheeting below the top of the pipe shall be left in place.

END OF SECTION 02150

SECTION 02200 - EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Work of this Section includes all earthwork required for construction of the Work. Earthwork shall include, but not be limited to the loosening, removing, loading, transporting, depositing and compacting in its final location of all materials wet and dry, as required for the purposes of completing the work specified in the Contract Documents which shall include, but not be limited to: the sawcutting, grinding and removal of A.C. pavement, removal of P.C.C. concrete and underlying material to a subbase design grade indicated on the Plans, the installation of subbase material to a subbase grade beneath A.C. pavement and concrete infrastructure, the excavation of pipeline trenches, the installation of backfill material within pipeline trenches, excavations for above-grade and below-grade structures, backfill requirements for material to be placed beneath above-grade and below-grade structures, backfill requirements for the areas surrounding above-grade and below-grade structures, backfilling of other infrastructures, construction of earth swales, backfilling of depressed areas resultant from demolition, the disposal of excess excavated materials, barrow of materials to make up deficiencies for fills; and all other incidental earthwork, all in accordance with the requirements of the Contract Documents.

Principal work items included in this Section are:

1. Site preparation, clearing and grubbing;
2. Preparation of fill areas;
3. Excavation and controlled fill construction;
4. Structural excavation and backfills;
5. Disposal of surplus and/or unsuitable materials;
6. Dust control and drainage control;
7. Grading; and
8. Clean-up.

1.02 REFERENCE STANDARDS

ASTM C 131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM D 75 Practice for Sampling Aggregates

ASTM D 422 Method for Particle-Size Analysis of Soils

ASTM D 698 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in (304.8-mm) Drop

ASTM D 1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 1557 Test Method for Moisture-Density Relations of Soils Using Remmer and Drop

ASTM D 1682 Test method for Breaking Load and Elongation of Textile Fabrics

ASTM D 2419 Test method for Sand Equivalent Values of Soil and Fine Aggregate

ASTM D 2487 Classification of Soils for Engineering Purposes

ASTM D 2922 Test Method for Density of Soil in Places by Nuclear Methods (Shallow Depth)

ASTM D 3017 Test method for Water Content of Soil and Rock in Place by Nuclear Methods

ASTM D 3776 Test Method for Mass Per Unit Area (Weight) of Woven Fabric

ASTM D 4253 Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Plate

ASTM D 4254 Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

ASTM D 4751 Test Method for Determining the Apparent Opening Size of a Geotextile

CAL-OSHA Title 8 General Industry Safety Orders

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02150 - Sheeting, Shoring and Bracing

B. Section 02221 - Trenching, Backfilling and Compacting

C. Section 02641 - PVC Pressure Pipe AWWA C900

1.04 DEFINITIONS

A. Site: The site is located within the County of San Diego Right-of-Way. Refer to the Project Descriptions as included on Title Sheet of the Improvement Plans.

B. Controlled Fill: Compacted suitable fill material in all areas of the site requiring filling to grade as shown on the Plans.

C. Structural Fill: Compacted suitable fill material which will support a structure or some part of a structure. This includes support material for P.C.C. structures and pads

D. Structural Backfill: Compacted suitable material placed between the wall of a structure and construction excavation slope up to finished grade.

E. Suitable Material: As specified herein shall be any material imported or excavated from the cut areas that is, in the opinion of the Engineer, suitable for use in constructing fills.

F. Waste Excavation: Also Surplus Material. Material from project excavations which is not suitable for use in backfill or compacted fills or is in excess of that required to be used for backfill or to construct fills.

G. Pipe Zone Backfill: Material suitable for placement below or surrounding the pipe to a given vertical distance above the pipe as required by the pipe section.

H. Pipe Trench Backfill: Material suitable for placement from the pipe zone to finish grade or to pavement subbase material.

1.05 SITE INVESTIGATION

A. Soil Investigation Report: A Geotechnical Report has not been prepared for this project.

B. Contractor's Responsibility: The Contractor shall carefully examine the site and make all inspections necessary in order to determine the full extent of the work required to make the completed Work conform to the Plans and Specifications. The Contractor shall satisfy himself/herself as to the nature and location of the Work, conditions, the conditions of the existing ground surface, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Contractor shall satisfy himself/herself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered. The Contractor shall review water table conditions. Any inaccuracies or discrepancies between the actual field conditions and the Plans, or between the Plans and Specifications must be brought to the Engineer's attention in order to clarify the exact nature of the Work to be performed.

C. Existing Elevations: All existing elevations illustrated on the Plans are approximate. The Contractor shall recognize and acknowledge the condition that the bid lump sum price shall include all earthwork activities irrespective of the possible localized difference in contour elevations and actual ground; and that there will be no additional compensation from the Owner for earthwork changes, engineering, or field staking in this regard.

1.06 SAFETY

The Contractor shall familiarize himself/herself with, and shall at all times conform to, the regulations of the "OSHA General Industry Occupational Safety and Health Standards", and "OSHA Safety and Health Regulations for Construction Safety Orders" and "Trench Construction Safety Orders" of the State of California, Department of Industrial Relations, Division of Occupational Health and Safety. A copy of these documents shall be kept on the job site.

1.07 ENVIRONMENTAL SAFEGUARDS AND REGULATIONS

The Contractor shall comply with regulations in force at all times to prevent pollution of air and water. The Contractor shall be responsible for the construction of the Erosion Control BMP facilities.

1.08 GEOTECHNICAL TESTING

The contractor shall provide the services of a qualified Geotechnical Consultant to perform the required earthwork geotechnical testing specified within the contents of the Plans and Specifications except for the testing and inspections required for submittal phase. A copy of all tests shall be forwarded to the Engineer within four (4) days after the testing is complete. Geotechnical Earthwork Testing shall include in-situ native soil compaction testing, moisture-density soils testing, compaction testing, gradation testing, sand equivalent testing and similar testing. The Contractor shall bear the cost of retest and re-inspection of re-worked material due to faulty work.

1.09 STANDARDS FOR SOIL CLASSIFICATION, PROPERTIES AND TESTS

A. Earthwork and Embankment:

1. Classification - ASTM D 2487.

2. Physical Properties - ASTM D 854, D 2216.

3. Compaction - Modified Proctor ASTM D 1557-91.

B. Backfill for Trench:

1. Classification - ASTM D 2487.

2. Compaction - Modified Proctor ASTM D 1557-91.

3. Field Density Test - ASTM 1556-82; D 2937-83, D 2922-81 (as approved by Engineer).

C. Structural Fill and Backfill:

1. Classification - ASTM D 2487.

2. Attenberg Limits - PlastiOwner Index and Liquid Limit ASTM D 4318.

3. Compaction - Modified Proctor ASTM D 1557-91.

4. Physical Properties - ASTM D 854, D 2216.

5. Field Density Test - ASTM D 1556-82, D 2937-83, D 2922-81 (as approved by Engineer).

D. Controlled Fills:

1. Classification - ASTM D 2487.

2. Physical Properties - ASTM D 854, D 2216.

3. Compaction - Modified Proctor ASTM D 1557-91.

4. CBR - ASTM D 1883 (R-Value - ASTM 2844).

5. Field Density Test - ASTM D 1556-82, D 2937-83, D 2922-81 (as approved by Engineer).

E. Earth Embankments and Berms:

1. Classification - ASTM D 2487.

2. Physical Properties - ASTM D 854, D 2216.

3. Compaction - Modified Proctor ASTM D 1557-91

4. CBR - ASTM D 1883.

5. Field Density Test - ASTM D 1556-82, D 2937-83, D 2922-81 (as approved by Engineer).

F. Borrow:

1. Classification - ASTM D 2487.

2. Other properties - as determined by requirements at point of use.

G. Pipe Trenches:

1. Classification - ASTM D 2487.

2. Physical Properties - ASTM D 854, D 2216.

3. Compaction - Modified Proctor ASTM D 1557-91.

4. CBR - ASTM D 1883.

5. Field Density Test - ASTM D 1556-82, D 2937-83, D 2922-81 (as approved by Engineer).

1.10 COMPACTION

The maximum dry density, optimum moisture content and field density of each soil type used in the controlled compacted fill shall be determined as stated in Section 1.09 above.

1.11 INSPECTION

Observation and compaction tests shall be obtained by the Geotechnical Consultant engaged during the filling and compacting operations.

The Geotechnical Consultant shall be required to be present at the site as needed for several work activities and conduct intermittent testing for other work activities. The following chart indicates the earthwork items which will require full time or intermittent geotechnical testing.

ITEM NO.	ITEM	GEOTECHNICAL TESTING
1.	Installation of Granular Sand for Water Pipelines.	Intermittent Testing
2.	Installation of Backfill Native Material for Water Pipelines.	Intermittent Testing

1.12 GUARANTEE

Work required by this Section shall be subject to the guarantee requirements stated in the Conditions of the Contract and included in the Performance/Maintenance Bond.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Controlled Fill Material: Materials for controlled fill shall consist of any material imported or excavated from the *cut areas* that, in the opinion of the Engineer, is appropriate for use in constructing fills. The material shall contain no rocks or hard lumps greater than 12 inches in size and shall contain at least 40 percent of material smaller than ¾-inch in size. Materials greater than 6 inches in size shall be placed by the Contractor in windrows on a clean, overexcavated or unyielding compacted fill or firm natural ground surface. Select native or imported granular soil (sand equivalent greater than 30) shall be placed and thoroughly flooded over and around all windrowed rock, such that voids are filled. Windrows of oversize material should be staggered so that successive strata of oversized material are not in the same vertical plane. No nesting or rocks shall be permitted. No material of a perishable, spongy, or otherwise of an improper nature shall be used in filling.

Material placed within 24 inches of rough grade shall be select material that contains no rocks or hard lumps greater than 6 inches in size and that swells less than 3 percent when compacted as hereinafter specified for compacted fill and when subjected to an axial pressure of 160 PSF, if not specified in the Geotechnical report.

Representative samples of material to be used for fill shall be tested in the laboratory by the Geotechnical Engineer in order to determine the maximum density, optimum moisture content, sand equivalent and classification of the soil. In addition, the Geotechnical Engineer shall determine the approximate bearing value of a recompacted saturated sample by direct shear tests or other tests applicable to the particular soil.

B. Structural Fill Material: Materials shall consist of crushed rocks, Class 2 Base, granular sand, decomposed granite (crusher fines) or fine gravel either imported or manufactured from excavated onsite rocky material.

The crushed aggregate, granular sand, decomposed granite (crusher fines) or fine gravel shall be uniformly graded. The following gradations shall apply:

1. Granular Sand:

Clean granular sand free of clay, shale and deleterious material.

Sand shall be compacted to 95 percent of maximum density at optimum water content per ASTM D 1557 unless otherwise noted on the Plans. The material shall conform to a sand equivalent of 30 or greater. The maximum amount of material passing the Number 200 sieve shall be 5 percent. The sand shall conform to the following gradation percentages:

SIEVE SIZE	GRANULAR SAND % PASSING
3/8”	100
No. 4	98-90
No. 8	90-75
No. 10	75-60
No. 16	60-50
No. 30	50-38
No. 40	38-29
No. 50	29-19
No. 100	19-7
No. 200	5-0

The Contractor shall supply a 5-gallon sample of sand material to the material testing laboratory within five (5) days after the Notice to Proceed is issued. The gradation, sand equivalent and maximum density of the sand material shall be determined. The test results shall be forwarded to the Engineer. The cost of testing shall be incurred by the Contractor. The gradation of the granular sand shall be determined and the test results forwarded to the Engineer prior to the delivery of the granular sand material to the Site. Prior to the placement of sand the native subbase grade shall be checked and approved by the Engineer.

Crusher fines shall be allowed to be utilized in lieu of sand if approved by the Engineer.

2. Crusher Fines:

Crusher fines shall consist of decomposed granite indigenous to the Imperial Valley. Crusher fines utilized for this project shall conform to the following gradation requirements:

SIEVE SIZE	PERCENT PASSING
5/8”	100

No. 4	80-100
No. 8	50-85
No. 30	30-50
No. 200	4-15

The sand equivalent shall be 20 or greater.

The Contractor shall supply a five-gallon sample of crusher fines material to the material testing laboratory within five (5) days after the Notice to Proceed is issued. The Gradation and Maximum Density of the crusher fines material shall be determined. The test results shall be forwarded to the Engineer for approval prior to the delivery of the material to the Site. The cost of the testing shall be incurred by the Contractor.

3. Fine Gravel:

Clean fine gravel free of clay, shale and deleterious material. Fine gravel shall be compacted with a plate compactor with one pass in maximum 1 foot lifts. Additional lifts shall not be added until previous lifts shall have been passed over by the plate compactor. The maximum amount of material passing the ¼" Sieve shall be 2 percent. The fine gravel shall conform to the following gradation percentages:

SIEVE SIZE	PERCENT PASSING
3/8"	100
1/4"	0-2

The Contractor shall supply a five-gallon sample of fine gravel material to the material testing laboratory within five (5) days after the Notice to Proceed is issued. The Gradation and Maximum Density of the fine gravel material shall be determined. The test results shall be forwarded to the Engineer for approval prior to the delivery of the material to the Site. The cost of the testing shall be incurred by the Contractor.

4. Class 2 Base:

The Class 2 Base material shall conform to Caltrans Section 26, Latest Edition, for ¾-inch maximum base material. The gradation requirements are as follows:

SIEVE SIZE	CLASS 2 BASE % PASSING
1”	100
¾”	87-100
No. 4	30-65
No. 30	5-35
No. 200	0-12

The sand equivalent shall be 25 or greater. An angular aggregate is to be used. Class 2 Base material shall be compacted to 95 percent of maximum density according to ASTM D 1557, unless otherwise noted on the Plans or Details. The tolerance for the Class 2 Base between design subgrade elevation and actual subgrade elevation as constructed in the field shall be plus or minus 0.02 feet as referenced from the design subgrade. Prior to the placement of Class 2 Base, the native subbase grade shall be checked and approved by the Engineer. The native subbase grade shall be within plus or minus 0.05 feet of native subbase design grade prior to the placement of Class 2 Base.

The Contractor shall supply a 5-gallon sample of the Class 2 Base to the material testing laboratory within four (4) days of the Notice to Proceed. The material shall be delivered to the testing laboratory to determine the maximum density, gradation, R-value, sand equivalent and durability index of the Class 2 Base. A copy of the test results shall be forwarded to the Engineer by the Geotechnical Consultant for review. The gradation of the Class 2 Base shall be determined and the test results forwarded to the Engineer for approval prior to the delivery of the Class 2 Base material to the Site.

C. Structural Backfill Material: Structural Backfill Material shall consist of the same material listed with the Structural Fill Material item above.

D. Special Crushed Rock Bedding and Structure Foundation: When groundwater is encountered in the excavation and/or where indicated on the Plans, the material in the bottom of the trench or excavation shall be removed to a depth directed by the Geotechnical Engineer and replaced with 3/4-inch maximum crushed rock bedding or 1” round rock bedding. The rock beddings shall be installed per these Specifications. The 3/4-inch maximum crushed rock and 1” round rock materials shall be approved by the Engineer before use.

The bottom and sidewalls of the trench shall be covered with a geotextile.

The geotextile fabric shall extend to the top of the pipe zone material on both sides of the trench excavation, and cover the top of the crushed rock and or 1-inch round rock.

1. 3/4-Inch Maximum Crushed Rock

Crushed rock shall be the product of crushing rock or gravel. Fifty percent (50%) of the particles by weight retained on a 3/8-inch sieve shall have their entire surface area composed of faces resulting from fracture due to mechanical crushing. Not over 5% shall be particles that show no faces resulting from crushing. Less than 10% of the particles that pass the 3/8-inch sieve and are retained on the No. 4 sieve shall be waterworn particles. Gravel shall not be added to the crushed rock. Crushed rock (3/4") shall have the following gradation:

SIEVE SIZES	3/4-INCH MAX. CRUSHED ROCK % PASSING
1"	100
3/4"	90-100
1/2"	30-60
3/8"	0-20
No. 4	0-5
No. 8	-

The ¾-inch maximum crushed rock shall be compacted with a plate compactor in one pass in maximum 1 foot lifts. Additional lifts shall not be added until previous lifts shall have been passed over by the plate compactor.

The Contractor shall supply a five-gallon sample of the ¾-inch maximum crushed rock material to the material testing laboratory within four (4) days of the Notice to Proceed. The Gradation and Sand equivalent of the crushed rock shall be determined. The tests results shall be forwarded to the Engineer for approval prior to the delivery of the material to the Site. The cost of the testing shall be incurred by the Contractor.

2. 1" Round Rock

The 1-inch round rock material shall conform to the following gradation requirements:

SIEVE SIZES	1-INCH ROUND ROCK % PASSING
1-1/2”	100
1”	96
3/4”	79
1/2”	25
3/8”	1

The 1-inch round rock shall be compacted with a plate compactor in one pass in maximum 1 foot lifts. Additional lifts shall not be added until previous lifts shall have been passed over by the plate compactor.

The Contractor shall supply a five-gallon sample of the 1-inch round rock material to the material testing laboratory within four (4) days of the Notice to Proceed. The Gradation of the round rock shall be determined. The tests results shall be forwarded to the Engineer for approval prior to the delivery of the material to the Site. The cost of the testing shall be incurred by the Contractor.

E. 3 Sack Slurry Cement Backfill: Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water. Cement must comply with Section 90-1.02B(2) of the 2010 Caltrans Standard Specifications except testing is not required. Water must be free from oil, salts, and other impurities that adversely affect the backfill. Aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the grading requirements shown in the following table:

SIEVE SIZES	% PASSING
1-1/2”	100
1”	80-100
3/4”	60-100
3/8”	50-100
No. 4	40-80

Proportion slurry cement backfill by weight or volume. Use at least 282 pounds of cement per cubic yard. Use sufficient water to produce a fluid workable mix that flows and can be pumped without segregation during placement.

Mix materials thoroughly by machine. Use a pugmill, rotary drum, or other authorized mixer. Mix until cement and water are thoroughly dispersed.

You may use slurry cement backfill as structure backfill for pipe culverts.

PART 3 - EXECUTION

3.01 GENERAL

The Work performed under this Specification shall be constructed to the lines, grades, elevations, slopes and cross-sections indicated on the Plans, specified herein, and/or directed by the Owner. Slopes, graded surfaces, and drainage features shall present a neat uniform appearance upon completion of the Work.

It shall be the Contractor's responsibility (1) to maintain adequate safety measures and working conditions; and (2) to take all measures necessary during the performance of the Work to protect the entire project area and adjacent properties which would be affected by this Work from storm damage, flood hazard, caving of trenches and embankments, and sloughing of material, until final acceptance by the Owner. It shall be the Contractor's responsibility to maintain completed areas until the entire project area is in satisfactory compliance with the job specification.

Utility lines and structures indicated on the Plans which are to remain in service shall be protected by the Contractor from any damage as a result of his/her operation. Where utility lines or structures not shown on the Plans are encountered, the Contractor shall report them to the Owner before proceeding with the Work. The Contractor shall bear the cost of repair or replacement of any utility lines or structures which are broken or damaged by his/her operations.

3.02 REMOVALS, CLEARING AND GRUBBING

A. Clearing: Clearing consists of the complete removal of objectionable materials and obstructions above and below the ground surface including tree stumps, brush, grass, vegetative matter and other objectionable materials within the project limits. All brush and organic material shall be removed before placing any earth fills. It shall be the Contractor's responsibility to save and protect all trees that lie outside the construction area.

B. Grubbing: Grubbing consists of the complete removal of stumps, including tap roots or lateral roots 1-1/2 inches or more in diameter, and the removal of brush, grass or weeds to depths below the natural ground as specified herein. Stumps shall be grubbed to a depth of 3 feet and grass or weeds shall be grubbed to a depth of 6 inches below the natural ground surface, or to the depths as determined in the field by the Engineer at the time of construction.

C. Protection: Existing items not designated to be demolished or removed shall be protected from damage. Any such item damaged by the Contractor shall be restored or replaced immediately at the Contractor's expense.

D. Debris and Waste Material: All debris and waste material resulting from demolition, clearing and grubbing shall be removed from the site and disposed of by the Contractor.

3.03 DUST CONTROL

The Contractor shall take all steps possible to prevent and reduce dust arising from the construction activity. Contractor shall prepare a dust control plan per San Diego County Air Pollution Control District requirements.

3.04 CARE OF DRAINAGE WATER

Contractor shall take care of drainage water from the construction operations, and of stormwater and/or wastewater reaching the construction area from any source, so that damage is not incurred to the excavation, pipe or structures. The Contractor shall be responsible for any damages to persons or property on or off the Site due to such drainage water or to the interruption or diversion of such stormwater or wastewater on account of his/her operation.

Such grading shall be done as may be necessary to prevent surface water from

flowing into excavations, and any water accumulating therein shall be removed by pumping or by other reviewed methods.

Protection of the site during construction shall be the responsibility of the Contractor. Completion of a portion of the project shall not preclude that portion or adjacent areas from the requirements for site protection until such time as the entire project is complete.

3.05 EXCAVATION

A. General: The Contractor shall perform all excavation necessary or required as illustrated on the Plans. The excavation shall include the removal and disposal of all earth materials of whatever nature encountered, which shall include both rock excavation and common excavation when both are present, and shall include the furnishing, placing and maintaining of shoring and bracing necessary to safely support the sides of the excavations. The Work shall also include all pumping, ditching and other required methods for the removal or exclusion of water. See Technical Specifications Section 02150 Sheeting, Shoring and Bracing, respectively.

3.06 CONTROLLED FILL

A. General: Controlled fill shall consist of native material, granular sand, Class 2 Base, crusher fines or other material as indicated on the Plans. The subbase grade shall be excavated to within plus or minus 0.05 feet of design grade prior to the placement of controlled fill. The design subbase grade shall be field verified and approved by the Engineer prior to the placement of the controlled fill material. The Engineer shall determine the number and location of points to check for the subbase grade elevation compliance.

If the controlled fill consists of native material it shall be placed in maximum 1-foot lifts and compacted to 90 percent of maximum density at optimum water content per ASTM D 1557. Additional native soil lifts shall not be placed until previous lifts have attained the specified compaction requirement and are approved by both the on-site geotechnical representative and the Engineer.

Granular sand, Class 2 Base and crusher fine controlled fill material shall be placed in maximum 8-inch lifts and compacted to 95 percent of maximum density at optimum water content per ASTM D 1557. Additional granular sand, Class 2 Base or crusher fine lifts shall not be placed until previous lifts have attained the specified compaction requirement and are approved by both the on-site geotechnical representative and the Engineer.

B. Preparing Areas To Be Filled: All vegetation and objectionable material shall be removed by the Contractor from the surface upon which the fill is to be placed and any loose and porous soils shall be removed or compacted to a depth specified by the Geotechnical Engineer. The surface shall then be plowed or scarified to a minimum depth of 6 inches until the surface is free from uneven features that would tend to prevent uniform compaction by the equipment to be used.

When placing fill in horizontal lifts adjacent to areas sloping steeper than 5:1 (horizontal:vertical), horizontal keys and vertical benches shall be excavated into the adjacent slope area. Keying and benching shall be sufficient to provide at least 6-foot wide benches and a minimum of 4 feet vertical bench height within the firm natural ground, firm bedrock or engineered compacted fill. No compacted fill shall be placed in an area subsequent to keying and benching until the area has been reviewed by the Geotechnical Engineer. Material generated by the benching operation shall be moved sufficiently away from the bench area to allow for the review of the horizontal bench prior to placement of fill.

After the foundation for the fill has been cleared, plowed or scarified, it shall be disced or bladed by the Contractor until it is uniform and free from large clods, brought to the proper moisture content and compacted as specified.

C. Placing, Spreading and Compacting Fill Material: The fill material shall be placed by the Contractor in thin layers that when compacted shall not exceed 8 inches for granular sand, Class 2 Base and crusher fines and 12 inches deep for native material. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to obtain uniformity of material in each layer.

When the moisture content of the fill material is below that required by the Geotechnical Engineer, water shall be added by the Contractor until the moisture content is as required for the specified compaction.

When the moisture content of the fill material is above that required by the Geotechnical Engineer, the fill material shall be aerated by the Contractor by blading, mixing, or other satisfactory methods until the moisture content is as required for the specified compaction.

After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted by the Contractor to the specified density. Compaction shall be accomplished by sheepsfoot rollers, vibratory rollers, multiple-wheel pneumatic-tired rollers or other types of acceptable

compacting equipment. Equipment shall be of such design that it shall be able to compact the fill to the specified density. Compaction shall be continuous over the entire area and the equipment shall make sufficient passes over the material to ensure that the desired density has been obtained.

Compacted fill slopes shall be overbuilt and cut back to grade, exposing the firm, compacted inner core. The slopes shall be overbuilt a minimum of five feet (5'). If the desired compaction is not achieved, the existing slope shall be overexcavated and reconstructed. The amount of overbuilding shall be increased until the desired compaction is achieved on the slope. The Contractor shall provide thorough mechanical compaction to the outer edge of the overbuilt slope surface. There shall be no excessive loose soil on the slopes.

The Contractor shall provide and maintain adequate erosion control facilities during the construction of the fill areas. The erosion control facilities shall be maintained in optimum condition until the permanent drainage system and vegetation is complete. The facilities shall be inspected following significant rainfall, repairs made and excess sediment removed. It shall be the Contractor's responsibility to prevent the discharge of sediment off-site or to adjacent watercourses.

3.07. STRUCTURE FILL AND STRUCTURE BACKFILL MATERIAL

Not Applicable.

3.08 SUITABLE MATERIAL AND WASTE EXCAVATION

A. General: Suitable material or waste excavation consists of native material. The subbase grade shall be excavated to within plus or minus 0.05 feet of design grade prior to the placement of suitable material or waste excavation material. The design subbase grade shall be field verified and approved by the Engineer prior to the placement of the suitable material or waste excavation material. The Engineer shall determine the number and location of points to check for the subbase grade elevation compliance.

The suitable material or waste excavation material shall be placed in maximum 1-foot lifts and compacted to 90 percent of maximum density at optimum water content per ASTM D 1557. Additional suitable material or waste excavation material lifts shall not be placed until previous lifts have attained the specified compaction requirement and are approved by both

the on-site geotechnical representative and the Engineer.

B. Placing, Spreading and Compacting Suitable Material and Waste Excavation Material: The suitable material and waste excavation material shall be placed by the Contractor in 1-foot lifts. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to obtain uniformity of material in each layer.

When the moisture content of the fill material is below that required by the Geotechnical Engineer, water shall be added by the Contractor until the moisture content is as required for the specified compaction.

When the moisture content of the fill material is above that required by the Geotechnical Engineer, the fill material shall be aerated by the Contractor by blading, mixing, or other satisfactory methods until the moisture content is as required for the specified compaction.

After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted by the Contractor to the specified density. Compaction shall be accomplished by sheepsfoot rollers, vibratory rollers, multiple-wheel pneumatic-tired rollers or other types of acceptable compacting equipment. Equipment shall be of such design that it shall be able to compact the fill to the specified density. Compaction shall be continuous over the entire area and the equipment shall make sufficient passes over the material to ensure that the desired density has been obtained.

Compacted fill slopes shall be overbuilt and cut back to grade, exposing the firm, compacted inner core. The slopes shall be overbuilt a minimum of five feet (5'). If the desired compaction is not achieved, the existing slope shall be overexcavated and reconstructed. The amount of overbuilding shall be increased until the desired compaction is achieved on the slope. The Contractor shall provide thorough mechanical compaction to the outer edge of the overbuilt slope surface. There shall be no excessive loose soil on the slopes.

The Contractor shall provide and maintain adequate erosion control facilities during the construction of the fill areas. The erosion control facilities shall be maintained in optimum condition until the permanent drainage system and vegetation is complete. The facilities shall be inspected following significant rainfall, repairs made and excess sediment removed. It shall be the Contractor's responsibility to prevent the discharge of sediment off-site or to adjacent watercourses.

3.09 ESTABLISHMENT OF SUBBASE GRADE, SUBGRADE OR FINISH GRADE

Finish Grade is defined as the finish surface grade. For instance, the top of an A.C. or P.C.C. paved surface is referred to as finish grade.

Subgrade is defined as the grade of the material beneath the finish surface. For instance, the top of Class 2 Base grade beneath an A.C. or P.C.C. paved surface is referred to as subgrade.

Subbase is defined as the grade of the material beneath the base material. For instance, the top of native material beneath the Class 2 Base subgrade material of an A.C. or P.C.C. paved roadway is the subbase grade.

Finish grade surfaces are to be graded to within plus or minus 0.02 feet from design grade as illustrated on the Plans. The Engineer shall obtain elevations across finish grade surfaces at locations determined by the Engineer prior to accepting and approving the finish grade surfaces. The Contractor shall rework areas not conforming to the finish surface grade tolerance as required. Work items to occur after the establishment of finish grade shall not occur until the Engineer has approved the finish grade.

Subgrade surfaces are to be graded to within plus or minus 0.02 feet from design grade as illustrated on the Plans. The Engineer shall obtain elevations across the subgrade surfaces at locations determined by the Engineer prior to accepting and approving the subgrade surfaces. The Contractor shall rework areas not conforming to the subgrade tolerance as required. Work items to occur after the establishment of subgrade shall not occur until the Engineer has approved the finish grade.

Subbase surfaces are to be graded to within plus or minus 0.05 feet of subbase design grade as illustrated on the Plans. The Engineer shall obtain elevations across the subbase surfaces at locations determined by the Engineer prior to accepting and approving the subbase surfaces. The Contractor shall rework areas not conforming to the subbase design grade tolerance as required. Work items to occur after the establishment of subbase grade shall not occur until the Engineer has approved the subbase grade.

3.10 COMPACTION TEST SCHEDULE

The following **compaction test(s)** shall apply to this project:

NO.	ITEM	FREQUENCY
1	Granular sand installed within the pipe zone	One (1) test at 95 % every 150 l.f. of each 12” lift
2	Native material installed within the pipe zone	One (1) test at 90 % (as specified on the Plans) every 150 l.f. of each 12” lift
3	Class 2 Base beneath Asphalt Pavement installation area	One (1) test at 95 % for every 2,500 s.f. of each 8” lift

3.11. CLEAN-UP

Upon completion of Work in this Section, all rubbish and debris shall be removed from the site. All construction equipment and implements of service shall be removed and the entire area involved shall be left in a clean, neat and acceptable condition.

END OF SECTION 02200

SECTION 02221 - TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION

4. Requirements specified in the Technical and Special Conditions form a part of this Section. The Work of this Section includes all labor, machinery, construction equipment and appliances to perform in a professional manner all trench excavation and backfill work illustrated on the Plans and herein specified.

A. Principal items included:

1. Trench excavation, backfill and compaction.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02150 – Sheeting, Shoring and Bracing

B. Piping & Conduit Work specified in other Sections

1.03 SAFETY

The Contractor shall be familiarized with, and shall at all times conform to all applicable regulations of “Excavations, Trenching, and Shoring” of CALOSHA Safety and Health Regulations for Construction, “General Construction Safety Orders” and “Trench Construction Safety Orders” of the State of California, Department of Industrial Relations, Division of Occupational Health and Safety.

1.04 GEOTECHNICAL TESTING

The Contractor shall provide testing by a Geotechnical Engineer. In this regard, a Geotechnical Engineer shall perform inspections of the removal and replacement of unsuitable materials, all excavations, and the placement and compaction of all fills and backfills within the limits of earthwork on this Project. Costs for all such inspections and tests will be paid by the Contractor, and Contractor shall bear the cost of retest and re-inspection of reworked fills and backfills due to compaction test failure.

1.05 REQUIREMENTS

A. General:

1. The Work performed under this Specification shall be constructed to the lines, grades, elevations, slopes and cross-sections indicated on the Plans, specified herein, and/or directed by the Engineer in writing. Slopes, graded surfaces, and drainage features shall

present a neat, uniform appearance upon completion of the Work.

2. It shall be the Contractor's responsibility (1) to maintain adequate safety measures and working conditions; and (2) to take all measures necessary during the performance of the Work to protect the entire project area and adjacent properties which would be affected by this Work from storm damage, flood hazard, caving of trenches, caving of excavations, and embankments, and sloughing of material, until final acceptance by the Owner. It shall be the Contractor's responsibility to maintain completed areas in good condition until the entire project area is in satisfactory compliance with the Project Specifications.

3. Contractor shall be responsible for the excavation and disposition of unsuitable or surplus material by approved means of conveyance away from the working area.

B. Protection of Existing Utilities:

1. Utilities: Unless otherwise illustrated on the Plans or stated in the Specifications, all utilities, both underground or overhead, shall be maintained in continuous service throughout the entire contract period. The Contractor shall be responsible and liable for any damages to or interruption of service caused by the construction.

If the Contractor desires to simplify his/her operation by temporarily or permanently relocating or shutting down any utility or appurtenance, he/she shall make the necessary arrangements, agreements and approvals with the utility purveyor, Owner and Engineer and shall be completely responsible for all costs concerned with the relocation or shutdown and reconstruction. All property shall be reconstructed in its original or new location as soon as possible and to a condition at least as good as its previous condition. This cycle of relocation or shutdown and reconstruction shall be subject to inspection and approval by the Engineer, Owner and the utility purveyor.

The Contractor shall be entirely responsible for safeguarding and maintaining all conflicting utilities that are illustrated on the Plans. This includes overhead wires and cables and their supporting poles whether they are inside or outside of the open trench. If, in the course of work, a conflicting utility line that was not illustrated on the Plans is discovered, it shall be brought to the immediate attention of the Engineer for a determination regarding alternatives to the

conflict.

2. Building, Foundations and Structures: Where trenches are located adjacent to buildings, foundations and structures, the Contractor shall take all necessary precaution against damage to them. The Contractor shall be liable for any damage caused by the construction except where authorized in the Special Conditions or in writing by the Engineer. Water settling of backfill material in trenches adjacent to structures will not be permitted.

3. Electronic, Telephonic, Telegraphic, Electrical, Oil and Gas Lines: These underground facilities shall be adequately supported by the Contractor. Support for plastic pipe shall be continuous along the bottom of the pipe. Support for metal pipe and electrical conduit may be continuous or nylon webbing may be used for suspension at no greater than ten foot (10') intervals. The Contractor shall avoid damaging the plastic pipe, pipe ways or conduits during trench backfilling and during foundation and bedding placement.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Granular Sand Material: Granular sand material shall consist of imported granular sand complying with Section 02200, of the specifications.

B. Crusher Fines: Crusher fines material shall consist of imported decomposed granite complying with Section 02200, of the specifications.

C. Class 2 Base Material: Class 2 Base material shall comply with Section 02200, of the Specifications.

D. Crushed Rock Bedding: Crushed rock bedding shall consist of imported rock complying with Section 02200, of the Specifications.

E. 1-inch Round Rock: 1-inch Round Rock material shall consist of import rock material complying with Section 02200, of the Specifications.

F. 3 Sack Cement Slurry: 3 Sack Cement Slurry shall comply with Section 02200, of the Specifications

H. Pipelines: Use materials shown on the Plans and as specified in other pertinent Sections of the Specifications.

PART 3 - EXECUTION

3.01 TRENCH EXCAVATION

A. Excavation for Trenches: Shall include the removal of all material of any nature for the installation of the pipe or facility and shall include the construction of trench shoring and stabilization measures, timbering and all necessary installations for dewatering.

B. Minimum Width of Trench: The minimum width of pipe trenches, measured at the crown of the pipe, shall not be less than 12 inches greater than the exterior diameter of the pipe, exclusive of bells and the minimum base width of such trench shall be not less than 12 inches greater than the exterior diameter of the pipe, exclusive of special structures or connections, and such minimum width shall be exclusive of all trench supports.

C. Maximum Width of Trench: The maximum allowable width of trench for all pipelines measured at the top of the pipe shall be the outside diameter of the pipe (exclusive of bells or collars) plus 16 inches, and such maximum shall be inclusive of all timbers. A trench wider than the outside diameter plus 16 inches may be used without special bedding if the Contractor, at his/her expense, furnishes pipe of the required strength to carry the additional trench load. Such modifications shall be submitted for the Engineer's review. Whenever such maximum allowable width of trench is exceeded for any reason, except as provided for on the Plans or in the Specifications, or by the written direction of the Engineer, the Engineer may, at its discretion, require that the Contractor, at his/her own expense for all labor and materials, cradle the pipe in 5,000 PSI compressive strength concrete, or other approved pipe bedding.

D. Maximum Length of Open Trench: Except by special permission by the Engineer only that amount of open trench shall be permitted, which shall allow for that amount of pipeline construction, including excavation, construction of pipeline, and backfill in any one location, which can be completed in one day; however, maximum length of open trench shall never exceed 300 feet. This length includes open excavation, pipe laying and appurtenant construction and backfill which has not been temporarily resurfaced.

E. Trench Side Slopes:

1. Temporary trench excavations shall at all times conform to the safety requirements hereinbefore specified in Section entitled "Safety".

2. Loose cobbles or boulders shall be removed from the sides of the trenches before allowing workmen into the excavation, or the trench slopes must be protected with screening or other methods. Trench side slopes shall be kept moist during construction to prevent local sloughing and raveling. Surcharge loads due to construction equipment shall not be permitted within 10 feet of the top of any excavated slope.

3. If the Contractor elects to shore or otherwise stabilize the trench sides, he shall file with the Engineer copies of drawings for same prepared, signed and stamped by a Civil Engineer duly registered in the State of California before commencing excavation.

F. Excess Trench Excavation: If any trench, through the neglect of the Contractor, is excavated below the bottom grade required, it shall be refilled to the bottom grade, at the Contractor's expense for all labor and material, with granular sand material compacted to a firm stable foundation.

3.02 BRACING TRENCHES

The sides of the trenches shall be supported with plank sheeting and bracing in such a manner as to prevent caving of the sides of the trench. Space left by withdrawal of sheeting or shoring shall be filled completely with dry granular material blown or rammed in place. Trench shoring shall be completed per the recommendations of the OSHA Standards.

3.03 PIPING BEDDING

The Contractor shall excavate to four inches (4") below the bells or couplings for the full width of the trench and shall place four inches (4") of granular material upon which the pipe is to be laid, unless indicated otherwise on the Plans. Construct pipe bedding as indicated on the Plans.

At pipe subgrade, if foundation soil in trench is soft, wet, spongy, unstable or does not afford solid foundation for pipe, the Contractor shall excavate as directed by the Engineer and provide stable base by excavating any unsuitable material 18" minimum below the subgrade base or as the Engineer determines is necessary for placement of pipe bedding. A filter fabric shall be placed in the trench bottom and along the trench sidewalls in the pipe zone to the top of the pipe zone material. A crushed rock material shall be placed at the bottom of the trench and sidewalls of the pipe to a point 1 foot above the pipe. The crushed rock material shall be hand tamped in 16-inch lifts along the sidewalls. The crushed rock shall be compacted with a plate compactor in minimum 6 inch lifts beneath the pipe and over the top

of the pipe.

Where rock is encountered in the trench, the Contractor shall excavate to a minimum 18 inch depth below subgrade or as the Engineer determines is necessary, and shall construct a base by placing crushed rock bedding upon which a subgrade can be prepared.

Before any pipe is lowered in place, the trench bottom shall be prepared so that each pipe shall be supported for the full length of the barrel with full bearing on the bottom segment of the pipe equal to a minimum of one-half (1/2) of the pipe OD, and a width equal to the trench width. All adjustments in line and grade shall be made by scraping away or filling and tamping in under the barrel of the pipe. Wedging or blocking is not permitted.

The pipe bedding shall be compacted to a minimum of 90 or 95 percent relative compaction as hereinafter specified or as required by the Plans.

3.04 BACKFILLING PIPE TRENCHES

A. Backfilling Pipe Zone: Backfill material for the pipe zone shall consist of imported granular material or three sack cement/sand slurry as required by the Plans. Place material in the trench simultaneously on each side of the pipe for the full width of the trench and the depth of the pipe zone in layers 6 inches in depth. Each layer shall be thoroughly compacted by tamping. In all cases, backfilling of the pipe zone must be accomplished by hand. Particular attention shall be given to underside of the pipe and fittings to provide a firm support along the full length of the pipe. The pipe zone shall be considered to extend 12 inches above the top of the pipe unless otherwise illustrated on the Plans, and shall be compacted in the trench to a relative compaction of not less than 90 or 95 percent of maximum density per ASTM D 1557 as illustrated on the Plans. Care shall be taken not to damage pipe and fittings or special coatings on the pipe and fittings.

1. Use of material other than those specified shall be reviewed by the Engineer prior to use. The Contractor shall bear all cost of removal of rejected material, its hauling to an authorized disposal site, and cost of providing required material to complete the bedding and backfilling.

B. Backfilling Pipe Trench: After the pipe has been laid in the trench and has been inspected and approved, and backfilling in the pipe zone is complete and compacted, the remainder of the trench may be backfilled. The backfill material shall be granular sand or Class 2 Base or 3 sack cement slurry as specified in Paragraph 2.01 or native material and illustrated on the Plans.

Care shall be taken to ensure that no voids remain under, around or near the pipe.

1. The Contractor shall incur the expense to remove and dispose of the excess trench excavation material displaced by the trench import material and include the costs in the bid.

C. Compaction: The maximum dry density and optimum moisture content of each soil type used in the controlled compacted fill shall be determined by ASTM D 1557-91. Field density tests shall be determined in accordance with ASTM D 1556-82, ASTM D 2937-83 and ASTM D 2922-81.

D. Placement and Compaction of Trench Backfill: The placement and compaction of all trench backfill shall be as follows:

1. Mechanically Compacted Backfill: With approval of the Engineer, backfill shall be mechanically compacted by means of tamping rollers, sheepsfoot rollers, pneumatic tire rollers, vibrating rollers, or other mechanical tampers to 85 or 90 or 95 percent relative compaction as illustrated by the Plans. Impact-type pavement breakers (stompers or hydro-hammers) shall not be permitted over any pipe. Permission to use specific compaction equipment shall not be construed as guaranteeing or implying that the use of such equipment will not result in damage to adjacent ground, existing improvements or improvements installed under the Contract. The Contractor shall make his/her own determination in this regard. Backfill shall be placed in horizontal layers not exceeding eight inches (8”). Each layer shall be evenly spread, the moisture content brought to near optimum condition and then tamped or rolled until the specific relative compaction has been attained. Additional backfill lifts shall not be placed until previous lifts have been satisfactorily compacted and tested and approved by the Engineer.

3.05 WATER PIPELINE INSTALLATION REQUIREMENTS

A. Depth of Pipe: Unless otherwise illustrated on the Plans, all pipelines shall have coverage of at least 36 inches between the top of the pipe and the finished surface. All new water pipeline elevations and locations illustrated on the Plans are intended to be exact and any change in alignment and grade shall be reviewed in accordance with the Contract Documents to the satisfaction of the Engineer. All force and gravity mains shall have 1 foot vertical clearance between themselves and all other utilities. At all water

main, sewer and stormwater crossings, both gravity and force mains shall have 20 linear feet of concrete encasement centered at the crossing as required by the State of California Department of Health.

B. Changes in Line and Grade: In the event obstructions not shown on the Plans, are encountered during the progress of the Work, which will require alterations to the Plans, the Engineer shall issue the necessary revisions to the Plans and order the necessary deviation from the line or grade. The Contractor shall not make any deviation from the specified line and grade without prior review and approval by the Engineer. Should any deviations in line and grade be permitted by the Engineer in order to reduce the amount of rock excavation or for other similar convenience to the Contractor, any additional costs for thrust blocks, valves, air and vacuum valve assemblies, blow-off assemblies, extra pipe footage, concrete, sewer structures, or other additional costs shall be borne by the Contractor.

1. Contractor shall include in his/her Bid provisions to cover any deviation from the invert grade shown on the Plans to facilitate the extra depth required to avoid possible conflicts between existing gravity pipelines and other utilities with new water, stormwater or sewer forcemains.

C. Pipe Installation:

All pipe and fittings, and accessories furnished by the Contractor shall be new material free from rust or corrosion. All piping and fittings shall be cleaned on the inside when installed and the Contractor shall take all necessary precautions to insure that the lines are kept free of any foreign matter and dirt until the work is completed. All pipes shall be carefully placed and supported at the proper lines and grades as shown on the Plans. Piping runs shown on the Plans shall be followed as closely as possible, except for minor adjustments as approved by the Engineer to avoid other piping or structural features. Bedding material shall first be placed so that the pipe is supported for the full length of the barrel with full bearing on the bottom segment of the pipe. Hunching of the pipe shall not be allowed. Pipe will be carefully inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it has been laid, it shall be subject to rejection by the Engineer. Any corrective work shall be approved by the Engineer. Pipe shall be laid true to line and grade with uniform bearing under the full length of the barrel of the pipe. Suitable excavation shall be made to receive the bell or collar which shall not bear upon the subgrade or bedding. Any pipe which is not in true alignment or shows any undue settlement after laying shall be taken up and relaid at the Contractor's expense. Pipe shall be laid upgrade with the socket ends of the pipe

upgrade unless otherwise authorized by the Engineer. Pipe sections shall be laid and joined in such a manner that the offset of the inside of the pipe at any joint will be held to a minimum at the invert. The vertical grade shall be ± 0.04 feet of the design elevations. In joining socket pipe, the spigot of each pipe shall be so seated in the socket of the adjacent pipe as to give a uniform annular space all around the pipe in the socket.

The following pipe installation items shall be required:

1. No pipe shall be laid which is damaged, cracked, checked or spalled or has any other defect deemed by the Engineer to make it unacceptable, and all such sections shall be permanently removed from the Work.

2. At all times when the Work of installing pipe is not in progress, all openings into the ends of the pipelines shall be kept tightly closed with suitable plywood or sheet metal bulkheads to prevent the entrance of animals and foreign materials and to prevent water from entering the pipe.

3. Keep the pipe trench free from water at all times and take all necessary precautions to prevent the pipe from floating due to water entering the trench from any sources. Any damage is the Contractor's full responsibility. Restore and replace the pipe to its specified conditions and grade if it is displaced due to floating.

4. All pipelines adjoining concrete structures (including manholes) shall have a flexible joint, such as sleeve transition couplings, within 36 inches from the face of such concrete structures. Flexible joints shall be installed on all pipe 4" and larger whether or not a flexible joint is illustrated on the Plans. Where the flexible joint is illustrated on the Plans, install the joint at the location indicated.

3.06 COMPACTION OF PIPE BEDDING AND BACKFILL

Unless specified in the Plans or Earthwork Specification (Section 02200), the following compaction test for piping shall be required.

A. One (1) compaction test for the granular sand fill pipe bedding along each 150 lineal foot of water, sewer or stormwater pipe placed for each 1 foot lift of material installed.

B. One (1) compaction test shall be obtained for each 1 foot lift of Class 2 Base material along each 150 foot section of water, sewer or stormwater pipeline

installed.

C. One (1) compaction test shall be required for each 1 foot of vertical sand fill material placed along each 150 feet of water, sewer or stormwater pipeline installed.

D. One (1) compaction test shall be obtained for each 1 foot lift of native material along each 150 foot section of water, sewer or stormwater pipeline installed.

3.07 CLEAN-UP

Immediately upon completion of Work for this Section, all rubbish and debris shall be removed from the Site. All pipe trench areas shall be finish graded with a "blade" or "motor patrol". All construction equipment and implements of service shall be removed and the entire area involved shall be left in a neat, clean and acceptable condition.

END OF SECTION 02221

SECTION 02640 - PVC PIPE

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes materials and installation of polyvinyl chloride (PVC) pipe and fittings with iron pipe size outside diameters for miscellaneous applications. Size range is 1/2- to 6- inch nominal size.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02200 - Earthwork

B. Section 02221 - Trenching, Backfilling and Compacting

C. Section 02666 – Pressure Pipeline Water Testing

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Commercial Standards:

ASTM D 1784 and ASTM D 1785	Specifications for Polyvinyl Chloride (PVC) Plastic Pressure Pipe
ASTM D 3034	Specifications for Polyvinyl Chloride (PVC) Plastic Gravity Sewer Pipe
AWWA C900 and AWWA C 905	Specifications for Polyvinyl Chloride (PVC) Plastic Water Pressure Pipe
ASTM D 2321	Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe
NSF / ASNI 61	Drinking Water System Components – Health Effects

1.04 CONTRACTOR SUBMITTALS

A. Contractor shall submit copies of the manufacturer’s product specifications according to the requirements of Section 01300 - Contractor Submittals.

PART 2 - PRODUCTS

2.01 PVC (POLYVINYL CHLORIDE) PIPE

A. PVC pipe shall be Schedule 40 or 80, Type I, Grade I (Class 12454-B), conforming to ASTM D 1784 and D 1785. Provide PVC pipe with the schedule as shown on the Drawings

2.02 NIPPLES

5. Short nipples shall be the same as the PVC pipe.

2.03 FITTINGS

Provide fittings that have the same schedule as the PVC pipe.

A. Fittings shall be Schedule 40 conforming to ASTM D 2466 for socket-type.
B. Fittings shall be Schedule 80 conforming to ASTM D 2464 for threaded type and ASTM D 2467 for socket type.

2.04 JOINTS

A. Pipe and fitting joints shall be solvent welded except where threaded joints are required.
B. Solvent cement for socket joints shall comply with ASTM D 2564 and F 656.

5) PART 3 - EXECUTION

3.01 INSTALLATION OF PIPE

A. All pipe, fittings, etc., shall be carefully handling and protected against damage, impact shocks and free fall. All pipe handling equipment shall be acceptable to the Engineer. Pipe shall not be placed directly on rough ground, but shall be supported in a manner which will protect the pipe against injury whenever stored at the Site. All pipe damaged prior to Substantial Completion shall be repaired or replaced by the Contractor.

B. The Contractor shall inspect each pipe and fitting prior to installation to ensure that there are no damaged portions of the pipe. Damaged pipe shall be replaced with new undamaged sections of pipe.

C. Before placement of the pipe in the trench, each pipe or fitting shall be thoroughly cleaned of any foreign substance which may have collected thereon and shall be kept clean at all times thereafter. For this purpose, the openings of all pipes and fittings in the trench shall be closed during any

interruption to the Work. As pipe laying progresses, the Contractor shall keep the pipe interior free of all debris. The Contractor shall completely clean the interior of the pipe of all sand, dirt, rocks and any other debris following completion of pipe laying prior to testing, disinfecting and placing the completed pipeline in service.

D. Pipe shall be laid directly on the imported bedding material. No blocking will be permitted and the bedding shall be such that it forms a continuous, solid bearing for the full length of the pipe. Bell holes shall be formed at the ends of the pipe to prevent joint loading at the bells or couplings.

E. Where necessary to raise or lower the pipe grade due to unforeseen obstructions or other causes, the Engineer may change the alignment and/or the grades. Such change shall be made by the deflection of joints or by the use of additional fittings. However, in no case shall the deflection in the joint exceed the maximum deflection recommended by the pipe manufacturer.

F. No pipe shall be installed upon a foundation into which frost has penetrated or any time that there is a danger of the formation of ice or penetration of frost at the bottom of the excavation. No pipe shall be laid unless it can be established that the trench will be backfilled before the formation of ice and frost occurs.

G. Immediately before jointing bell and spigot pipe, both the bell and spigot end of the pipe shall be thoroughly cleaned and lubricated with an approved vegetable-based lubricant. The spigot end of the pipe section shall then be inserted into the bell of the previously laid joint and telescoped into its proper alignment. Tilting of the pipe to insert the spigot into the bell will not be permitted.

H. Solvent-welded and heat-fused joints shall be carefully and thoroughly cleaned immediately before jointing the pipe. Particular care shall be taken in making solvent-welded joints to ensure a uniform, homogeneous and complete bond.

I. Pipe installation shall conform with Technical Specification Section 02221 - Trenching, Backfilling and Compacting. If this installation of pipe section and Section 02221 conflict, the most stringent specification shall apply.

END OF SECTION 02640

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes materials, installation, and testing of PVC pressure pipe conforming to AWWA C900. Size range is 4- to 12-inch nominal pipe size.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02200 - Earthwork

B. Section 02221 - Trenching, Backfilling and Compacting

C. Section 02666 – Pressure Pipeline Water Testing

D. Section 02670 – Disinfection of Potable Water Pipelines

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Commercial Standards:

ASTM D 1784 and ASTM D 1785	Specifications for Polyvinyl Chloride (PVC) Plastic Pressure Pipe
ASTM D 3034	Specifications for Polyvinyl Chloride (PVC) Plastic Gravity Sewer Pipe
AWWA C900 and AWWA C 905	Specifications for Polyvinyl Chloride (PVC) Plastic Water Pressure Pipe
ASTM D 2321	Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe
NSF / ASNI 61	Drinking Water System Components – Health Effects

1.04 CONTRACTOR SUBMITTALS

A. Contractor shall submit copies of the manufacturer's product specifications according to the requirements of Section 01300 - Contractor Submittals.

B. Provide affidavit of compliance with AWWA C900.
C. Submit manufacturer's literature on ductile iron fittings including dimensions, thickness, weight, coating, lining, and a statement of inspection and compliance with the acceptance tests of AWWA C110 or C153. Submit copy of report of pressure tests for qualifying the designs of all sizes and types of AWWA C153 fittings that are being used in the project. The pressure test shall demonstrate a minimum safety factor of three times the rated working pressure as described in AWWA C153, Section 5.5.

D. Submit manufacturer's catalog data and descriptive literature for high deflection couplings, repair couplings, service saddles, restrained joints, tracer wire, marking tape, and miscellaneous piping materials.

E. Submit restrained joint system installation instructions. Include bolt torque limitations and assembly tolerances.

1.05 INSPECTIONS AND FIELD VERIFICATION

A. The District Engineer or his authorized representative may inspect materials, productions, and testing at manufacturer's plant.

B. Where new pipelines are to be connected to existing waterlines of the District, the Contractor shall verify in the field the location, elevation, pipe material, pipe outside diameter, and any other characteristics of the existing waterline before proceeding with the pipe installation. This field verification shall be performed in the presence of the District Engineer of the District's Representative. Adjust and align the new piping as necessary to meet the field conditions and provide all required material, labor, and equipment to make the connection

PART 2 - PRODUCTS

2.01 PVC (POLYVINYL CHLORIDE) PIPE

A. Provide PVC pipe conforming to AWWA C900 with material cell classification 12454-B per ASTM D 1784. Provide standard pipe having integral bell and spigot with elastomeric gasket and cast iron equivalent outside diameter. Provide pipe in standard 20-foot laying lengths. Straight pipe sections with plain ends for use with high deflection couplings are not available. Random lengths will not be permitted. Provide either Class 150 or 200 pressure rating as shown on the Drawings. Where PVC pipe is to be installed with restrained joints, provide Class 200 pipe.

2.02 HIGH DEFLECTION COUPLINGS

Provide PVC couplings with twin elastomeric gaskets which allows 2 degrees of deflection at each gasket for a total of 4 degrees per coupling. Provide couplings for cast iron equivalent outside diameter with 200 psi working pressure rating. Provide CertainTeed High Deflection (HD) Stop Couplings, or District approved equal.

2.03 CLOSURE/REPAIR COUPLINGS

Provide PVC couplings with twin elastomeric gaskets which are designed to connect plain ends of straight pipe. Provide couplings for cast iron equivalent outside diameter with 200 psi working pressure rating. Do not deflect pipe in these couplings. Provide CertainTeed Closure/Repair Couplings, or District approved equal.

2.04 FITTINGS

A. Provide ductile iron fittings conforming to AWWA C110 with a minimum rated working pressure of 350 psi. Provide fittings with bells and gaskets specifically designed for cast iron equivalent outside diameter PVC pipe. Use mechanical joint fittings or fittings with bells and gasket ends.

B. In lieu of paragraph 2.04, A., provide ductile iron fittings conforming to AWWA C153 with a minimum rated working pressure of 350 psi. Provide fittings constructed of Grade 70-50-05 ductile iron having a minimum weight equal to the weight tabulated in AWWA C153. Provide fittings with bells and gaskets specifically designed for cast iron equivalent outside diameter PVC pipe. Use mechanical joint fittings or fittings with bells and gasket ends conforming to the dimensional values of AWWA C111. Mechanical joint glands shall be Grade 70-50-05 ductile iron and cast in one continuous ring. Fittings with repaired defects are not acceptable and will be rejected.

C. For mechanical joint fittings with glands, use tee-head or non-hex head bolts and hex head nuts for joint makeup and gasket seating. Bolts and nuts shall be carbon steel and coated with a corrosion inhibiting fluoropolymer composite material. Provide Tripac 200 Blue Coating System, or District approved equal.

2.05 LINING AND COATING FOR FITTINGS

A. Line interior of fittings for water pipelines with cement mortar per AWWA C104. Line interior of bells. Provide double thickness lining and use cement conforming to ASTM C150 Type II. Coating on interior bells shall be holiday free.
B. Coat exterior of fittings for water pipelines with an asphalt material per AWWA C151.

C. As an alternative to paragraph 2.05, A and B, line and coat fittings and bells with fusion-bonded epoxy. Coating shall be holiday free on the interior surfaces of the fittings, including the bells.

2.06 FLANGES

Flanges on ductile iron fittings shall conform to AWWA C110 or ASME B16.42 Class 150 with a minimum rated working pressure of 250 psi

2.07 RESTRAINED JOINTS

When the working pressure is less than 150 psi, provide restrained joints where indicated on the Drawings. Restrained joints shall be provided by restraining systems that incorporate a series of machined serrations on the inside diameter of a restraint ring to provide positive restraint. Restraining systems shall meet or exceed the requirements of UNI-B-13-94 or ASTM F 1674 and the following:

A. Restraint devices for PVC bell-and-spigot joints shall consist of a split restraint ring installed on the spigot, connected to a solid backup ring seated behind the bell.

B. Restraint devices for connection to ductile iron mechanical joints shall consist of a split restraint ring installed on the PVC pipe behind the ductile iron fitting follower gland and gasket and shall retain the full deflection capability of the joint.

C. The split restraint ring shall be machined to match the cast iron equivalent outside diameter of the pipe, provide full 360-degree support around the barrel of the pipe, and shall incorporate a series of machined serrations for gripping the outside surface of the pipe. The serrations shall be uniform and extend the full circumference of the clamp. The ring shall also incorporate a positive means of avoiding applying excessive clamping force to the pipe.

D. Materials used in the restraint device shall be ductile iron conforming to ASTM A 536, Grade 65-45-12.

E. T-bolts, studs, and connecting hardware shall be high strength, low alloy material in accordance with AWWA C111.

PART 3 - EXECUTION

3.01 DELIVERY AND TEMPORARY STORAGE OF PIPE

A. Ship, store, and place pipe at the storage yard or installation site, supporting the pipe uniformly. Avoid scratching the pipe surface. Do not stack higher than 4 feet nor stack with weight on bells. Cover to protect from sunlight.

B. Do not install pipe that is gouged or scratched forming a clear depression.

C. Do not install pipe contaminated with a petroleum product (inside or outside).

D. Do not install any pipe that shows evidence of exposure to sunlight, age, surface deterioration, or other physical damage. The decision of the District Engineer's Representative shall be final as to the acceptability of the pipe to be installed.

3.02 HANDLING OF PIPE

Lift pipes with mechanical equipment using wide belt slings or a continuous fiber rope which avoids scratching the pipe. Do not use cable slings or chains. Pipes up to 12 inches in diameter may be lowered by rolling on two ropes controlled by snubbing. Pipes up to 6 inches in diameter can be lifted by hand

3.03 SANITATION OF PIPE INTERIOR

A. During laying operations, do not place tools, food, clothing, trash, or other materials in the pipe. Keep the interior of the pipe clean as the pipeline construction progresses. The purpose of maintaining a clean interior is to aid in the passage of the bacteriologic quality after disinfection.

B. When pipe laying is not in progress, including the noon hour, close the ends of the installed pipe with a plug to deter entry of vermin, children, dirt, storm water, or foreign material.

3.04 PIPE LAYOUT FOR STRAIGHT AND CURVED ALIGNMENTS

A. Use integral bell end pipe for straight alignments and for radii greater than 1,150 feet.

B. Use the following various combinations of plain end pipe lengths with high deflection couplings and integral bell end pipe for curved alignments in both horizontal and vertical directions. Do not bend pipe between couplings. Saw cut integral bell end of standard pipe and bevel end for use with deflection couplings. Pipe lengths shorter than 9 feet will not be used unless specifically authorized by the District Engineer.

1. Use 9.5-foot plain end pipe lengths with deflection couplings for all radii between 140 feet to 270 feet.
2. Use 19-foot plain end pipe lengths with deflection couplings for all radii between 270 feet to 560 feet.
3. Use an integral bell end pipe length joined together with a 19-foot plain end pipe length to form a chord. Use deflection couplings on each end of the chord and continue this combination through the curved alignment for all radii between 560 feet to 1,150 feet

3.05 INSTALLATION OF PIPE

A. All pipe, fittings, etc., shall be carefully handling and protected against damage, impact shocks and free fall. All pipe handling equipment shall be acceptable to the Engineer. Pipe shall not be placed directly on rough ground, but shall be supported in a manner which will protect the pipe against injury whenever stored at the Site. All pipe damaged prior to Substantial Completion shall be repaired or replaced by the Contractor. Handle pipe in a manner to avoid any damage to the pipe. Do not drag pipe over the ground, drop it onto the ground, or drop objects on it. Do not drop or allow pipe to fall into trenches.

B. The Contractor shall inspect each pipe and fitting prior to installation to ensure that there are no damaged portions of the pipe. Damaged pipe shall be replaced with new undamaged sections of pipe.

C. Before placement of the pipe in the trench, each pipe or fitting shall be thoroughly cleaned of any foreign substance which may have collected thereon and shall be kept clean at all times thereafter. For this purpose, the openings of all pipes and fittings in the trench shall be closed during any interruption to the Work. As pipe laying progresses, the Contractor shall keep the pipe interior free of all debris. The Contractor shall completely

clean the interior of the pipe of all sand, dirt, rocks and any other debris following completion of pipe laying prior to testing, disinfecting and placing the completed pipeline in service.

D. Pipe shall be laid directly on the imported bedding material. No blocking will be permitted and the bedding shall be such that it forms a continuous, solid bearing for the full length of the pipe. Bell holes shall be formed at the ends of the pipe to prevent joint loading at the bells or couplings.

E. Where necessary to raise or lower the pipe grade due to unforeseen obstructions or other causes, the Engineer may change the alignment and/or the grades. Such change shall be made by the deflection of joints or by the use of additional fittings. However, in no case shall the deflection in the joint exceed the maximum deflection recommended by the pipe manufacturer.

F. No pipe shall be installed upon a foundation into which frost has penetrated or any time that there is a danger of the formation of ice or penetration of frost at the bottom of the excavation. No pipe shall be laid unless it can be established that the trench will be backfilled before the formation of ice and frost occurs.

G. Immediately before jointing bell and spigot pipe, both the bell and spigot end of the pipe shall be thoroughly cleaned and lubricated with an approved vegetable-based lubricant. The spigot end of the pipe section shall then be inserted into the bell of the previously laid joint and telescoped into its proper alignment. Tilting of the pipe to insert the spigot into the bell will not be permitted.

H. Solvent-welded and heat-fused joints shall be carefully and thoroughly cleaned immediately before jointing the pipe. Particular care shall be taken in making solvent-welded joints to ensure a uniform, homogeneous and complete bond.

I. Pipe installation shall conform with Technical Specification Section 02221 - Trenching, Backfilling and Compacting. If this installation of pipe section and Section 02221 conflict, the most stringent specification shall apply.

3.06 ASSEMLING PIPE JOINTS

A. The spigot and integral bell or coupling shall be dirt free and slide together without displacing the rubber ring gasket. Lay the pipe section with the integral bell facing the direction of laying.

B. Clean the groove of the bell or coupling of all foreign materials. If the gasket groove is dirty or contains debris, carefully remove the gasket and clean the groove. Insert the gasket back into the groove of the bell or coupling prior to installation. Observe the correct direction of the shaped gasket. Feel that the gasket is completely and evenly seated in the groove.

C. Mark the full insertion depth on the spigot end of the pipe. This mark indicates when the pipe is fully inserted into the bell or coupling. Lubricate the exposed gasket surface and the beveled spigot up to the full insertion mark with the lubricant supplied by the pipe manufacturer. For repair couplings, lubricate pipe for the entire distance the coupling will travel on the pipe. If the lubricated pipe end touches dirt, clean the pipe end and reapply lubricant.

D. Insert the spigot into the bell or coupling and force it slowly into position.

E. Check that the rubber ring gasket has not left the groove during assembly by passing a feeler gage around the completed joint.

3.07 INSTALLING BURRIED FITTINGS

A. The District's Representative will inspect all fittings prior to installation for damage to the interior protective coatings. Coating shall be holiday free on interior surfaces. Patch damaged areas in the field with material similar to the original.

B. For mechanical joint fittings, clean the bell socket and the plain end of the pipe of all foreign material and dirt. Place the gland on the pipe spigot with the lip extension toward the plain end. Lubricate the pipe spigot and gasket. Use the same lubricant as supplied by the pipe manufacturer. Install the gasket on the pipe spigot with the narrow edge of the gasket toward the plain end. Insert the pipe into the bell socket and press the gasket firmly into the gasket recess. Keep the joint straight during assembly. Push the gland towards the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Make joint deflection after assembly but before tightening nuts. Uniformly tighten bolts and nuts in a progressive diametrically opposite sequence, and torque nuts to 75- to 90-foot-pounds with a calibrated torque wrench. Coat exposed surfaces of tee-head bolts and nuts after tightening with primer for wax tape coating.

C. For push-on joint fittings, clean the bell ends of the fitting of all foreign material and dirt. Insert the gasket in the groove of the bell and make sure the gasket faces the correct direction. Feel that the gasket is completely and evenly seated in the groove. When pipe is cut in the field, bevel the plain end prior to installation. Lubricate the exposed gasket surface and the beveled pipe spigot with the same lubricant supplied by the pipe manufacturer. Insert the spigot into the bell and force it slowly into position. Keep the joint straight while pushing. Make joint deflection after the joint is assembled.

D. When necessary to deflect pipe from a straight line in either the horizontal or vertical plane, do not exceed the following joint deflection angles for buried fittings. The angles shown are for each joint and are maximum deflections.

Nominal Pipe Size (inches)	Mechanical Joint (degrees)	Push-on Joint (degrees)
4	6-1/2	4
6	5-1/2	4
8	4	4
10	4	4
12	4	4

3.08 INSTALLING SERVICE SADDLES

A. Place the service saddle on the pipe and hand tighten the nuts while positioning the saddle in its final location. Uniformly tighten the nuts in a progressive diametrically opposite sequence and torque with a calibrated torque wrench to the saddle manufacturer’s recommended values.

B. Connect a corporation stop to the saddle. Apply Teflon joint compound or tape to the male threads before installing the corporation stop. Make joints watertight.

C. Mount a tapping machine on the corporation stop to cut a hole in the pipe with a shell type cutter made specifically for PVC pipe. Do not use other devices or hand equipment to bore through the pipe wall.

3.09 INSTALLING RESTRAINED JOINTS

A. Follow the manufacturer's installation instructions for the restrained joint system. Tighten the clamping bolts on the restraint rings to the recommended torque. Do not over-tighten the retaining nuts behind the restrainer ears.
B. Wrap restrained joint including bolts and nuts with wax tape coating.

END OF SECTION 02641

SECTION 02650 - PIPE FITTINGS, TRANSITION COUPLINGS, MECHANICAL RESTRAINED JOINT FITTINGS, FLANGED COUPLING ADAPTERS AND HARDWARE

PART 1 - GENERAL

1.01 DESCRIPTION

The Contractor shall provide and install pipe fittings, transition couplings, restrained joint fittings, flanged coupling adapters and hardware for the connection of PVC, ductile iron and other pipeline material. Other connecting items may also be required. This section includes the specifications and requirements for the prior listed pipe connection items. The hardware for this specification section shall include the hardware for pipe or any other fittings or items located along a pipeline. Material shall be new and free from defects.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02640 - PVC Pipe
B. Section 02641 - PVC Pipe AWWA C900

1.03 REFERENCE DOCUMENTS

A. Comply with the applicable reference specifications as specified in the General Requirements.

B. Unless otherwise indicated, the current editions of the following reference standards and specifications apply to the Work described herein, and are considered part of this Specification.

C 104/A 21.4-03	American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
C 105/A 21.5-99	American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
C 110/A 21.10-03	American National Standard for Ductile-Iron and Gray-Iron Fittings, 3-In. through 48-In. (76 mm through 1,219 mm), for Water
C 111/A 21.11-00	American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

C 115/A 21.15-99	American National Standard for Flanged Ductile Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
C 116/A 21.16-03	American National Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service
C 153/A 21.53-00	American National Standard for Ductile-Iron Compact Fittings, 3-In. (76 mm) through 64-In. (1,600 mm), for Water Service
ASTM A 536	American Standards for Testing and Materials - High Strength Ductile Iron for Sleeve and Flanges of Transition Coupling and Flanged Coupling Adapter
NSF / ANSI 61	Drinking Water System Components – Health Effects
ASTM A 536-80, Grade 65-45-12	American Standard Testing and Material - Ductile Iron Mechanical Joint Restraint Fitting
UNI-B-13-92	As listed Underwriters Laboratories - Restraining Glands for Mechanical Restrained Joint Fittings
ASTM B 117	American Standard Testing Materials - Salt Spray Testing for Bolts

1.04 CONTRACTOR SUBMITTALS

A. The Contractor shall furnish a certified affidavit of compliance for all pipe and other products or materials furnished under this Section of the Specifications and as specified in the referenced standards. Certification shall include physical and chemical properties of pipe materials and hydrostatic test reports.

B. All expenses incurred in sampling and testing for certifications shall be borne by the Contractor.

1.05 QUALITY ASSURANCE

A. Ductile iron fittings shall be manufactured with the material, have the dimensions, be within the tolerances and meet the testing requirements set forth in ANSI A 21.53-00 and ANSI A 21.10-03.

B. All fittings shall be subject to inspection at the place of manufacture in accordance with the provisions of the referenced standards, as supplemented by the requirements herein.

C. In addition to those tests specifically required, the Engineer may request additional samples of any material including lining and coating samples for testing by the Owner. The additional samples shall be furnished at no additional cost to the Owner.

PART 2 - PRODUCTS

The Technical Requirements for Ductile Iron Fittings, Transition Couplings, Mechanical Restrained Joint Fittings, Flanged Coupling Adapters and Hardware follow:

2.01 DUCTILE IRON FITTINGS

Fittings and reducers for the water mains shall be composed of ductile iron. The ductile iron fittings shall conform to ASTM A 536. Mechanical joint fittings shall conform with AWWA C 153 C 350 PSI. Flanged fittings shall conform with AWWA C 110 C 250 PSI. Flange fittings shall have standard wall thickness not compact thickness. The fittings shall be cement-mortar lined in accordance with ANSI/AWWA C 104/A 21.4, Standard for Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe Fittings for Water, latest revision. Asphaltic seal coating shall be applied to the interior and exterior of the below-grade fittings in accordance with ANSI/AWWA C 104/A 21.4, asphaltic seal coating shall be applied to the interior of the above-grade fittings. The exterior surfaces of above-grade ductile iron fittings shall be thoroughly cleaned and then given a shop coat of rust inhibitive primer. This exposed piping shall not be coated with the bituminous coating by the manufacturer prior to delivery.

2.02 FLANGED COUPLING ADAPTERS

Flanged coupling adapters shall be used to join plain end pipe with flanged ductile

iron fittings and valves. Adapters shall conform to AWWA Specification C 153. Bodies shall be composed of ductile iron and conform with ASTM A 536. The flanged coupling adapter shall be cement lined in accordance with AWWA C 104 (ANSI A 21.4). The flanged coupling adapter shall withstand a working pressure of 350 PSI.

2.03 TRANSITION COUPLING

The transition couplings shall be installed as required. The center rings shall be constructed of ductile iron conforming to ASTM A 536-80, Grade 65-45-12. the end rings shall be constructed of ductile iron conforming to ASTM A 536, Grade 65-45-12. Gaskets shall be composed of virgin styrene butadiene rubber (SBR) compounded for water and sewer service in accordance with ASTM D 2000 MBA 810. The coating for the ductile iron transition coupling shall be fusion bonded epoxy. The transition coupling shall be capable of sustaining a working pressure of 250 PSI.

2.04 RESTRAINED JOINT FITTINGS

Mechanical joint restraint shall be incorporated into the design for the follower gland. The gripping or restraining mechanism shall transmit uniform restraining pressure around the circumference of the pipe, thus avoiding point loading or pipe distortion. This restraining process shall be kept separate from the mechanical joint sealing process and ***not*** a part of the sealing function. All components shall be manufactured of ductile iron conforming to ASTM A 536-80, Grade 65-45-12.

The restrained twist-off nut bolt system shall have a torque limiting feature designed to break off at 75 to 90 FT-LBS of torque to insure proper actuating of restraining devices. Both the twist-off nut and the removal nut shall be the same size as tee-bolt nut. Hardware shall be composed of 316 stainless steel.

The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C 111/A 21.11, C 110/A 21.10 and C 153/A 21.53 of the latest revision.

The device shall restrain all classes of ductile iron, C 900 PVC, C 905 PVC and high density polyethylene (HDPE) with the use of a standard mechanical joint gasket. The same device without any field modification shall additionally restrain IPS PVC, IPS steel and IPS HDPE with the use of a transition gasket.

The restraining glands shall have a pressure rating equal to twice (2:1) that of the pipe on which it is used. The restraining glands shall have been tested to UNI-B-13-92, be listed by Underwriters Laboratories and be approved by factory mutual.

The mechanical joint restraint device shall be UNI-Bell, EBBA Series 2000, Sigma One-Lock or equal.

Restrained joint fittings shall be placed at termination points, tees, bends, angle points and connection points, or existing connection points as illustrated in the Plans. Pipeline-to-pipeline connections shall not be required to have restraint harness assemblies unless noted in the Plans."

2.05 HARDWARE

Hardware for ductile iron fittings shall conform with ANSI/AWWA C 111/A 21.11-07, Appendix "C", Section C.1 entitled "Bolts and Nuts". The size, length and number of bolts are illustrated in Tables 2 and 3 of ANSI/AWWA C 115/A 21.15.

Hardware for transition couplings and mechanical restrained joint fittings shall comply with the manufacturer's recommendation for steel or ductile iron bolts and nuts.

All steel or ductile iron nuts and bolts shall be coated with a flouropolymer using Xylan/014 as a primary coating. The coating shall be electrostatically applied to the hardware after all surfaces are chemically cleaned, abrasive blasted and primed with a nickel phosphate primer. Multiple coats of the Xylan/014 shall be applied to the steel or ductile iron hardware and baked at 425°*F* for one (1) hour. Hardware protected with this coating system shall exhibit no signs of corrosion after salt spray testing up to 3,000 hours. The coating system shall be a Tripac 2000 Blue or an approved equal.

316 stainless steel hardware shall be used if specified for a given pipe, valve, fitting or other component on the Plans or within the contents of this document.

2.06 POLYETHYLENE ENCASEMENT

All ductile iron or gray iron fittings, transition couplings, mechanical restrained joint fittings and coupling adapters shall be polyethylene encased at the time of installation. Polyethylene encasement and installation shall be in accordance with ANSI/AWWA C 105.

2.07 NSF / ANSI STANDARD 61

Piping, fittings, and appurtenances in contact with potable water or water that will

be treated to become potable shall be listed in NSF / ANSI Standard 61 as being suitable for contact with potable water.

PART 3 - EXECUTION

3.01 INSTALLATION OF FITTINGS, TRANSITION COUPLINGS, MECHANICAL RESTRAINED JOINT FITTINGS, FLANGED COUPLING ADAPTERS AND HARDWARE

A. All fittings, etc. shall be carefully handled and protected against damage, impact shocks and free fall. All fittings, etc. handling equipment shall be acceptable to the Engineer. Fittings, etc. shall not be placed directly on rough ground, but shall be supported in a manner which will protect the fittings, etc. against damage whenever stored at the trench site. All fittings, etc. damaged prior to Substantial Completion shall be repaired or replaced by the Contractor.

B. If during the course of fastening and securing the hardware (nuts and bolts) for the fittings, etc., the flouropolymer coated is scratched, chipped or otherwise removed from the hardware surface, then a coating system supplied by the manufacturer shall be applied to the damaged hardware surface. The repair coating system shall be applied prior to the backfilling or covering of the fittings, etc. hardware.

END OF SECTION 02650

SECTION 02666 – PRESSURE PIPELINE WATER TESTING

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall perform flushing and testing of all pipelines and appurtenant piping complete, including conveyance of test water from Engineer-designated source to point of use and disposal thereof after testing, in accordance with the requirements of the Contract Documents. The disposal method of the water shall be reviewed and approved by the Engineer prior to the commencement of the test.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02221 - Trenching, Backfilling and Compaction

B. Section 02640 - PVC Pipe

C. Section 02641 - PVC Pipe AWWA C900

PART 2 – PRODUCTS

2.01 MATERIAL REQUIREMENTS

A. All test equipment, fuel, electrical connections, temporary valves, bulkheads, compressors, water pumps, water gauges and other water control equipment support systems and required materials for hydrostatic or pneumatic air testing shall be furnished by the Contractor subject to the Engineer's review.

PART 3 – EXECUTION

3.01 GENERAL

A. The Contractor shall notify the Engineer at least four (4) days in advance of any planned testing and shall review the testing procedures with the Engineer. The source of testing water and disposal of the testing water shall be reviewed.

B. Unless otherwise provided herein, water for testing pipelines shall be furnished by the Contractor; and, the Contractor shall make all necessary provisions for conveying the water from the water source to the points of use. The Contractor shall provide inlet hoses, fittings, pressure gauges pumping equipment, meters, backflow preventers and other required items.

C. The Contractor shall provide a double bronze service saddle, brass corporation stop, inlet pipeline and outlet pipeline at the beginning and end of the pipeline section to be tested to allow water to be directed into the pipeline and air to be purged from the pipeline while the pipeline is filling with water. The fittings and pipe shall be used during the chlorination and disinfection of the pipeline. After the hydrostatic pipe testing and disinfection of the pipeline are satisfactorily completed remove the corporation stop from the brass service saddle. Place a brass plug in the service saddle inlet.

D. All pipelines shall be tested. All testing operations shall be performed in the presence of the Engineer or the District's Representative.

E. The disposal or release of test water from pipelines, after testing, shall be acceptable to the Engineer. The conveyance items to dispose of the testing water and the disposal location shall be provided by the Contractor.

3.02 HYDROSTATIC TESTING OF PIPELINES

A. Prior to hyrdrostatic testing, all pipelines shall be thoroughly flushed of all sand, dirt and material to the satisfaction of the Engineer. The Contractor shall test all pipelines either in sections or as a unit. The Contractor shall be responsible to insure all test bulkheads are suitably restrained to resist the thrust of the test pressure without damage to, or movement of, adjacent pipe or structures. Care shall be exercised to insure that all air vents are open during filling.

B. The pipeline shall be filled at a rate which will not result in surges or exceed the rate at which the air can be released through the air valves at a reasonable velocity and all the air within the pipeline shall be properly purged. After the pipeline or section thereof has been filled it shall be allowed to stand under a slight pressure for at least 24 hours to allow the concrete or mortar lining, if applicable, to absorb water and allow the escape of air from the pipeline. During this period, bulkheads, valves and connections shall be examined for leaks. If leaks are found, corrective measures shall be initiated and completed to the satisfaction of the Engineer.

C. The hydrostatic test shall consist of holding the test pressure within the pipeline for a period of 4 hours for pipes 18 inches in diameter or less and 8 hours for pipes 20 inches in diameter or greater. The test pressure for pipelines shall be 150 PSI or 1.5 times the rated pipe pressure class which ever is greater. All leaks shall be repaired. The hydrostatic pressure shall

be relieved from the pipeline prior to initiating leak repair.

D. Pipe leaks, as evidenced by water loss from the basin from which water is pumped into the pipeline, shall not be allowed after the test begins. Test pressures shall be held for at least two (2) hours after the test commences without additional pumping and observed for not less than four (4) hours. Approved gauges shall be provided by the Contractor. Gauge range shall not exceed 50 PSI above test pressure. In the event leaks occur after the hydrostatic test commences, the Contractor shall determine the cause of the leakage and take corrective measures necessary to repair the leaks. After the leaks are satisfactorily repaired the pipeline shall be re-tested.

3.03 LENGTH OF TEST SECTION

Test the pipeline in sections. In any one test, do not exceed more than 2,500 feet, the distance between closed valves, or as directed by the District's Representative.

3.04 TESTING NEW PIPE WHICH CONNECTS TO EXISTING PIPE

Prior to hydrostatic pressure testing new pipelines which are to be connected to existing pipelines, isolate the new pipeline from the existing pipeline by means of test bulkheads, spectacle flanges, or blind flanges. After the new pipeline has been successfully pressure tested, see Standard Specification Section 2760 for instructions to continue with the disinfection and connection work.

3.05 AIR TESTING OF WATER PIPELINE

N/A

END OF SECTION 02666

SECTION 02670 - DISINFECTION OF POTABLE WATER PIPELINES

PART 1 - GENERAL

1.01 DESCRIPTION

Potable pipelines within the water distribution system and other areas are to be disinfected prior to being connected to other existing active pipelines and placed in service. The new pipelines are to be isolated from the existing active pipelines (usually by means of a closed valve) until the pipeline has been satisfactorily hydrostatically tested, leak tested (if required) and disinfected. The pipelines shall be hydrostatically and leak tested as a separate procedure from the pipeline disinfection.

1.02 PURPOSE

The purpose of this standard is to define the minimum requirements for the disinfection of water mains, including the preparation of water mains, application of chlorine, and sampling and testing for the presence of coliform bacteria.

1.03 REFERENCE SECTIONS

Reference sections pertaining to the disinfection testing are as follows:

Section 02640	PVC Pipe
Section 02641	PVC Pipe AWWA C900
Section 02666	Pressure Pipeline Water Testing
ANSI/AWWA C 651-05	American National Standards Institute/ American Water Works Association
ANSI/AWWA B 300	Hypochlorites
ANSI/AWWA B 301	Liquid Chlorine
AWWA Manual M 12	*Simplified Procedures for Water Examination,* AWWA: Denver, Colorado

SECTION 2 - PRODUCTS

2.01 GENERAL

A. Construction of Pipeline, Associated Fittings, Valves and Components:

The Contractor shall train pipe crews to be aware of the need to maintain clean pipes, fittings, etc and avoid contamination. While bacteriological testing is used to verify the absence of coliform organisms and is generally accepted as verification that disinfection of the pipeline has been accomplished, following sanitary practices for handling and installation of pipe, valves, fittings, and accessories, coupled with adequate flushing of the line before disinfection, is necessary to ensure that the disinfected pipeline will be ready for connection to the water system. Failure to pass the bacteriological test shall require that the flushing or disinfection process be repeated. The final water quality test is not the primary means for certifying the sanitary condition of a main. The sanitary handling of materials, the practices during construction, and the continual inspection of the work are the primary means for ensuring the sanitary condition of the water main.

B. Methods of Disinfecting Newly Constructed Water Pipelines and the Acceptable Method of Disinfecting Pipelines:

The three methods of disinfecting newly constructed water mains are the tablet method, the continuous-feed method and the slug method. Factors considered when selecting a method include the length and diameter of the main, type of joints present, availability of materials, equipment required for disinfection, training of the personnel who will perform the disinfection, and safety concerns. This Project shall allow chlorination of pipelines by the continuous feed method. The tablet method and slug method shall not be allowed.

The tablet method shall not be used unless the main can be kept clean and dry. It shall not be used in large-diameter mains if it is necessary for a worker to enter the main to grout joints or perform inspection, because the tablets may release toxic fumes after exposure to moist air. When using the tablet method, the chlorine concentration is not uniform throughout the main, because the hypochlorite solution is dense and tends to concentrate at the bottom of the pipe. The use of the tablet method precludes preliminary flushing. The tablet method is convenient to use in mains having diameters up to 24 inches, and it requires no special equipment.

The continuous-feed method is suitable for general application. Preliminary flushing removes light particulates from the main but not from the pipe-joint

spaces. The chlorine concentration is uniform throughout the main.

The slug method is suitable for use in large-diameter mains where the volume of water makes the continuous-feed method impractical and difficult to achieve for short attachments. The slug method results in appreciable savings of chemicals used to disinfect long, large-diameter mains. Also, this method reduces the volume of heavily chlorinated water to be flushed to waste.

C. Forms of Chlorine for Disinfection:

The forms of chlorine that may be used in the disinfection operations are liquid chlorine, sodium hypochlorite solution, and calcium hypochlorite granules or tablets. For this Project, liquid chlorine shall be used unless otherwise approved by the Engineer.

1. ***LIQUID CHLORINE***: Liquid chlorine conforming to ANSI/AWWA B301 contains 100 percent available chlorine and is packaged in steel containers usually of 100-lb., 150-lb., or 1-ton net chlorine weight. Liquid chlorine shall be used only (1) in combination with appropriate gas-flow chlorinators and ejectors to provide a controlled high-concentration solution feed to the water to be chlorinated; (2) under the direct supervision of personnel familiar with the biological, chemical and physical properties of liquid chlorine and who are trained and equipped to handle any emergency that may arise; and (3) when appropriate safety practices are observed to protect working personnel and the public.

2. ***SODIUM HYPOCHLORITE***: Sodium hypochlorite conforming to ANSI/AWWA B300 is available in liquid form in glass, rubber-lined, or plastic containers typically ranging in size from 1 quart to 5 gallons. Containers of 30 gallons or larger may be available in some areas. Sodium hypochlorite contains approximately 5 percent to 15 percent available chlorine, and the storage conditions and time must be controlled to minimize its deterioration. (Available chlorine is expressed as a percent of weight when the concentration is 5 percent or less, and usually as a percent of volume for higher concentrations. Percent x 10 = grams of available chlorine per liter of hypochlorite.)

3. ***CALCIUM HYPOCHLORITE***: Calcium hypochlorite conforming to ANSI/AWWA B300 is available in granular form or in 5-g tablets, and must contain approximately 65 percent available chlorine by weight. The material should be stored in a cool, dry, and dark environment

to minimize its deterioration.

CAUTION: Tablets dissolve in approximately 7 hours and must be given adequate contact time. Do not use calcium hypochlorite intended for swimming pool disinfection, as this material has been sequestered and is extremely difficult to eliminate from the pipe after the desired contact time has been achieved.

D. Preventative and Corrective Measures to be Implemented during the Construction of Pipelines:

Heavy particulates (dirt, soil, rocks, etc.) generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing organisms. Therefore, the procedures of this Section shall be stringently implemented by the Contractor and enforced by the Engineer to ensure that water pipelines, fittings, etc., have been thoroughly cleaned before flushing the pipeline for the final disinfection by chlorination. Also, any connection of a new water main to the active distribution system prior to the receipt of satisfactory bacteriological samples constitute a cross-connection in violation of the California Health Department requirements. The new main shall be isolated until bacteriological tests described later in this Section are satisfactorily completed. The Contractor shall complete the following tasks or observe the following precautionary measures during the installation of the water pipeline:

1. The interiors of pipes, fittings and valves shall be protected from contamination by dirt, debris, rocks, concrete residue, water and similar items.

2. Openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods. Rodent-proof plugs may be used when watertight plugs are not practicable and when thorough cleaning will be performed by flushing or other means.

3. Delay in placement of delivered pipe invites contamination. Pipe delivered to the site shall be covered with tarps. The tarps shall be placed over the pipes and end of the pipes to minimize the entrance of dirt, dust and construction debris.

4. Sealing Materials: No contaminated material or any material capable of supporting growth of microorganisms shall be used for sealing joints. Sealing material or gaskets shall be handled in a manner that

avoids contamination. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water and shall not contribute odors. It shall be delivered to the job in closed containers and shall be kept clean and applied with dedicated, clean applicator brushes.

5. If dirt or other contaminants enter a pipeline, fitting, transition coupling, valve or any other pipeline, it shall be swept from the interior of the pipeline, fitting, etc. The contaminated area shall be wiped clean with an ammonia solution disinfectant. After each pipe section is installed the end of the pipe shall be inspected for the entrance of dirt and other contaminants. If dirt or contaminants are identified the dirt and contaminants shall be removed prior to the installation of the next pipe length. Correspondingly, the pipe end to be "stabbed" into the previously installed pipe segment shall be checked for dirt contamination and cleaned and disinfected accordingly.

6. Flooding by Storm or Accident during Construction: If the pipeline is flooded during construction, it shall be cleared of the floodwater by draining and flushing with potable water until the main is clean. The section exposed to the floodwater shall then be filled with a chlorinated potable water that, at the end of a 24 hour holding period, shall have a free chlorine residual of not less than 25 mg/L. The chlorinated water shall then be drained or flushed from the main. After construction is completed, the main shall be disinfected for a second time using the continuous-feed method.

PART 3 - EXECUTION

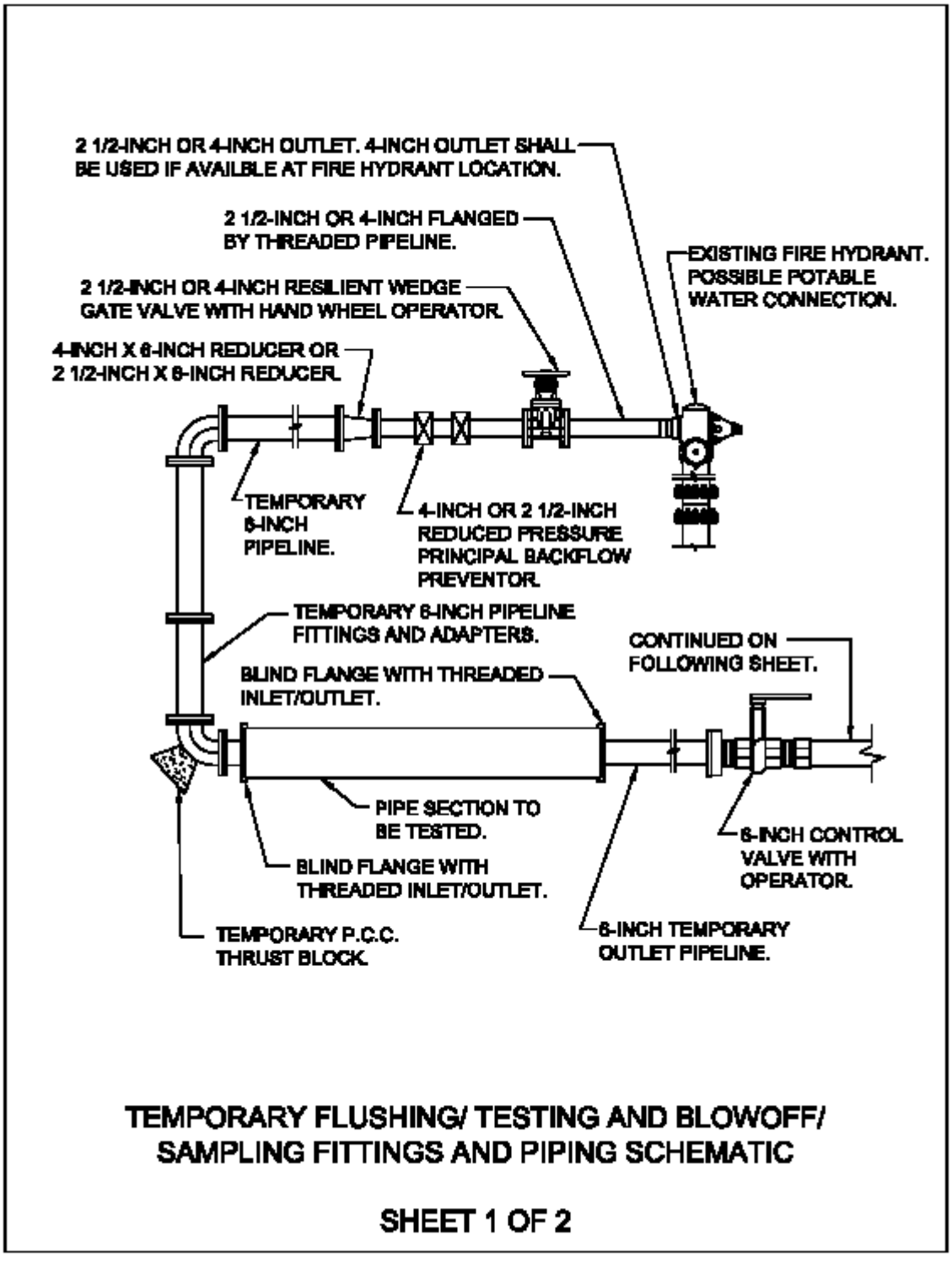
3.01 GENERAL

The water pipeline shall be thoroughly flushed with potable water prior to the chlorination of the pipeline. Prior to the flushing of the water pipeline it may be necessary to construct temporary flushing and testing connections at the upstream and downstream ends of the pipelines to be tested. If new pipelines are to be connected to existing in-service pipelines with new valves installed at the connection fittings between the new and existing pipelines which reliably isolate the new pipeline from the existing in-service pipeline, then blowoffs and properly positioned fire hydrants allow for the adequate flushing of the pipeline and allow for the dispersion of chlorine by the continuous-feed method. This method is particularly applicable to new commercial or residential developments which occur within an existing pipe distribution system.

If new pipelines are to be connected to existing in-service pipelines, concrete structures and reservoirs with no reliable valve at the connection point of the new pipeline to isolate the new pipeline from the existing in-service pipelines, concrete structures and reservoirs, then temporary caps or plugs (blind flanges), supply hoses, control valves, backflow devices, discharge/flushing lines and sampling faucets shall be constructed. This pipeline condition often occurs within water treatment plants. The pipelines within water treatment plants in the condition described within this paragraph shall be flushed, chlorinated and tested while physically separated from existing in-service pipelines, reservoirs and concrete structures. The physically separated pipeline section shall be hydrostatically tested prior to the flushing, chlorination and testing of the pipeline section. Potable water from an outside source shall be required to be conveyed to the new pipeline for flushing and disinfecting via a temporary connection supplied and installed by the Contractor. The temporary connection shall be disconnected (physically separated) from the new pipeline during the hydrostatic pressure test. The temporary connection shall include a reducer fitting from the fire hydrant, 4 inch control valve, 4 inch backflow preventer based upon a reduced pressure principal, 4 inch supply hose or pipeline, temporary testing block, blind flange with 4 inch threaded outlet, 4 inch discharge piping, 4 inch discharge control valve and smooth, unthreaded sampling faucet. It shall be necessary for the Contractor to provide all other necessary fittings, adapters, hardware and other components. The discharge pipeline shall extend to a discharge point acceptable to the Engineer. If the discharge pipeline extends through on-site roadways or into the public right of way then the Contractor shall place the temporary discharge pipeline below grade. The Contractor shall perform all cutting, demolition and replacement of A.C. pavement and P.C.C. infrastructure as required by Division 1 of the Technical Specifications. The Contractor shall core the side of manholes, install the discharge pipeline to the interior wall face of the manhole and grout the annular

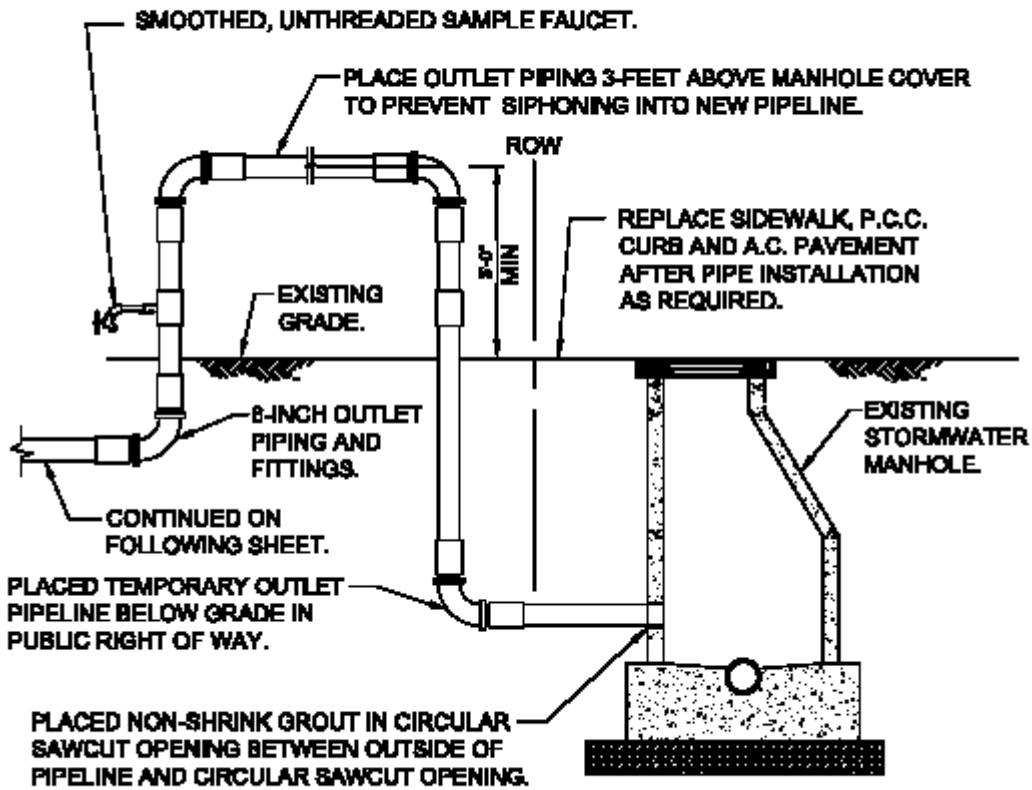
space between the exterior circular core and the exterior of the pipeline for the full thickness of the manhole shaft with a non-shrink grout. At the conclusion of the pipeline disinfection all upstream and downstream pipelines, supply hoses, valves, check valves, fittings, blind flanges and components shall be removed from the Project Site. The interior of any discharge pipeline extending into manholes shall be plugged for the full width of the manhole shaft wall width with a non-shrink grout.

A schematic of the temporary flushing/testing connection and schematic of the discharge blowoff/sampling tap pipeline follows. The schematic drawings are intended to illustrate the concept and major components required for the disinfection of the pipeline. The schematics do not illustrate each fitting, adapter and component required for the flushing/testing connection pipeline or the discharge blowoff/sampling tap pipeline nor do the schematics illustrate the lengths of pipelines required, number of fittings, number of valves, etc. The schematics do not illustrate where the source of water is to be obtained or the discharge point the blowoff pipeline is to extend to. It is the responsibility of the Contractor to determine the source of the potable water, length of the connection pipeline, exact number and type of fittings, valves and adapters, length of the blowoff pipeline, exact number and type of fittings, valves and adapters, paving and concrete demolition and replacement requirements and similar logistical placement, pipe mechanic and civil infrastructure issues. Following are the Temporary Flushing/Testing Connection Schematic and Blowoff Sampling Point Discharge Pipeline Schematic Drawings:



TEMPORARY FLUSHING/ TESTING AND BLOWOFF/ SAMPLING FITTINGS AND PIPING SCHEMATIC

SHEET 1 OF 2



TEMPORARY FLUSHING/ TESTING AND BLOWOFF/ SAMPLING FITTINGS AND PIPING SCHEMATIC

SHEET 2 OF 2

3.02 CHLORINATION PROCEDURE

A. Pipeline shall be thoroughly flushed prior to the commencement of the introduction of chlorine disinfectant.

Pipelines within a distribution system or a network of pipelines shall be flushed at each hydrant, blowoff, or service pipeline. It shall be necessary to install sampling/blowoff assemblies at the termination ends of pipe segments to allow the extremities of the pipeline to be flushed and for chlorinated water to be dispersed throughout the new water pipeline section in the event blowoffs or fire hydrants are not placed at the extremities of the pipeline to be tested. At least one (1) blowoff/sampling point assembly shall be placed at the extremities of the pipe section to be tested for sampling purposes. Sampling shall not be allowed through fire hydrants or water fittings with threaded ends. The Contractor shall install at least one (1) blowoff/sampling assembly at the end of each pipeline section to be tested; even if the blowoff/sampling assembly is not illustrated on the Plans. The Contractor shall be required to install the blowoff/sampling assembly as a requirement of this pipeline disinfection specification section. The Contractor shall not be compensated for the costs of the blowoff/sampling assembly. The cost of the installation of the blowoff/sampling assembly shall be incidental to the costs of disinfecting the pipeline.

Pipelines physically separated from existing in-service pipelines, reservoirs and concrete structures (as is often the case at Water Treatment Plants), shall be flushed with temporary pipeline connections upstream and downstream of the pipeline section to be disinfected as described in Section 3.01 of this specification.

Flushing of pipelines within a distribution system shall occur through fire hydrants, blowoffs, water services and blowoff/sampling points for a minimum of 10 minutes with the potable water source placed at maximum flow and maximum pressure. Flushing shall continue until no evidence of dirt is evident from the discharge water. Flushing shall be accomplished through fire hydrants or blowoffs if possible. Flushing of the water pipeline shall occur through a blowoff/sampling point assembly as a last resort. The pipeline contractor shall take necessary precautions to avoid damage to existing structures and utilities.

Flushing of physically separated pipelines shall be accomplished for a minimum of 10 minutes with the potable water source placed at maximum

flow and maximum pressure. Flushing of the pipeline shall continue until no evidence of dirt is visible from the discharge water entering the downstream deposition point. The pipeline contractor shall take necessary precautions to avoid damage to existing structures and utilities.

B. After flushing of the water pipelines is satisfactorily accomplished and approved by the Engineer, chlorinated water shall be introduced to the pipeline. The pipelines shall be chlorinated in accordance with AWWA C 651.

The continuous-feed method of chlorine application shall be employed. The use of chlorine tablets or granules shall not be allowed.

Direct-feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be used for the application of liquid chlorine. (The danger of using direct-feed chlorinators is that water pressure in the main can exceed gas pressure in the chlorine cylinder. This allows a backflow of water into the cylinder, resulting in severe cylinder corrosion and the escape of chlorine gas.) The preferred equipment for applying liquid chlorine is a solution-feed, vacuum-operated chlorinator and a booster pump. The vacuum-operated chlorinator mixes the chlorine gas in solution water; the booster pump injects the chlorine-gas solution into the main to be disinfected. Hypochlorite solutions may be applied to the water main with a fuel or electrically powered chemical-feed pump designed for feeding chlorine solutions. Feed lines shall be made of material capable of withstanding the corrosion caused by the concentrated chlorine solutions and the maximum pressures that may be created by the pumps. All connections shall be checked for tightness before the solution is applied to the pipeline.

Chlorine shall be dispersed through the pipeline at 100 ppm. Chlorine shall be flushed through all fire hydrants, blowoffs, water services and blowoff/sampling assemblies. Chlorine shall continue to be flushed through the above listed items until the chlorine concentration is measured at 100 ppm or greater.

The chlorinated water shall remain in the pipeline for a minimum 24-hour period and not longer than 48 hours. The chlorine residual shall be a minimum of 50 ppm after the 24 hour period; or prior to flushing the heavily chlorinated water from the pipeline. The heavily chlorinated water shall not remain in the pipeline over 48 hours as prolonged exposure to the heavily chlorinated water may damage (corrode) pipelines, fittings, valves and other piping components. The heavily chlorinated water shall be flushed from the pipeline, pipeline fittings, water services, fire hydrants, blowoffs,

blowoff/sampling assemblies and all other pipe connections. The heavily chlorinated water shall be flushed until chlorine samples of the flushed water confirm that the chlorine concentration is no higher than the water in the in-service distribution system or the water source used for the disinfection process.

The environment to which the heavily chlorinated water is to be discharged shall be inspected. In the opinion of the Engineer, if there is a possibility that the chlorinated water will result in damage to the environment, then the Engineer shall require a neutralizing chemical be applied to the water to be wasted (prior to discharge) by means of a neutralizing chemical. Neutralizing chemicals may be sulfur dioxide, sodium bisulfite, sodium sulfite, sodium thiosulfate or ascorbic acid. Appendix "C" of ANSI/AWWA C 651-05 lists the neutralizing chemicals and the suggested neutralizing chemical concentrations per 100,000 gallons of water.

The Contractor shall be responsible for the discharging of the heavily chlorinated water. The Contractor shall provide all piping, fittings, etc. to convey the heavily chlorinated water from the disinfected pipeline per Item 3.01 of this Specification.

C. After final flushing and before the disinfected water pipeline is connected to the distribution system or in-service pipeline system, two (2) consecutive sets of acceptable samples, obtained a minimum of 24 hours apart, shall be collected from the disinfected pipeline.

One (1) set of samples shall be collected from every 1,200 feet of new water pipeline and one (1) set shall be obtained from the end point(s) of the disinfected water pipeline(s). If disinfected water pipelines terminate (dead-end) at cul-de-sacs, a sample shall be obtained from the termination point of the pipelines. As was noted by the previous sections, The Contractor shall install blowoff/sampling point assemblies at pipeline termination points as required.

Samples shall be tested for bacteriological (chemical and physical) quality in accordance with *Standard Methods for the Examination of Water and Wastewater* and shall show the absence of coliform organisms; and chlorine residual. Turbidity, pH, and a standard heterotrophic plate count (HPC) test shall be required. New pipeline does not typically contain coliforms but does typically contain HPC bacteria.

Samples for bacteriological analysis shall be collected in sterile bottles treated with sodium thiosulfate, as required by *Standard Methods for the Examination of Water and Wastewater*. No hose, fire hydrant or threaded

fitting outlet shall be used in the collection of samples. There should be no water in the trench up to the connection for sampling. The sampling pipe must be dedicated and clean and disinfected and flushed prior to sampling.

If sample results from the lab indicate a measured HPC greater than 500 colony-forming units (cfu) per ml, flushing should be resumed and another coliform and HPC set of samples shall be obtained until no coliforms are present and the HPC is less than 500 cfu/ml.

The record of disinfection compliance shall be the bacteriological test results certifying that the water sampled from the disinfected water main is free of coliform bacteria contamination and is equal to or better than the bacteriologic water quality in the distribution system.

If the initial disinfection fails to produce satisfactory bacteriological results or if other water quality is affected, the disinfected pipeline may be reflushed and shall be resampled. If succeeding samples also fail to produce acceptable results, the disinfected pipeline shall be rechlorinated by the continuous-feed method until satisfactory results are obtained, satisfactory results being derived from two (2) consecutive sets of acceptable samples taken 24 hours apart.

The Contractor shall be responsible for all expenses relative to the chlorination and disinfection of the pipelines. The costs of re-testing shall also be borne by the Contractor. The District shall coordinate obtaining the tests and select the testing laboratory to perform the tests. The Contractor shall be responsible for all expenses relative to the laboratory testing.

The disinfected pipeline shall not be placed in service until evidence that the bacteriological tests have proved negative and successfully met the testing requirements and are presented to the Engineer. The Engineer shall allow the disinfected pipeline(s) to be connected to the in-service pipeline after the evidence is presented to him/her by the Contractor. The evidence shall consist of the original laboratory report document certifying the laboratory test results comply with the disinfection requirements of this document.

3.03 FINAL CONNECTION PIPE SEGMENT DISINFECTION REQUIREMENTS

If approved by the Engineer, final connection pipe segments (measuring 18.5 feet or less) located between the existing in-service pipeline and the valve or temporary

termination point of a successfully disinfected pipe section may be spray disinfected or swabbed with a minimum 1-5 percent solution of chlorine prior to final installation. The installation of the final connection pipe segment shall be witnessed by the Engineer. If dirt, debris or any contaminating substances enter the pipe section between the disinfection process and installation process the pipe section shall be removed and re-disinfected. The Contractor shall immediately remove the pipe section from the pipe trench and re-disinfect the pipe section if required by the Engineer. The disinfection of the pipeline shall require that all dirt, construction residue, dust and contaminants be thoroughly pressure washed from the interior of the pipeline, valve, fitting, transition coupling and other pipe component interior surfaces. The interior surfaces shall be dried clean with a cloth or paper towels. The interior surfaces shall then be disinfected with the minimum 1-5 percent solution of chlorine. The pipe section shall not be allowed to be set in place for connection to the existing in-service pipeline until the Engineer approves the witnessed disinfection of the pipeline section.

END OF SECTION 02670

SECTION 15615 - RESILIENT GATE VALVES, BUTTERFLY VALVES, OS&Y VALVES AND SWING CHECK VALVES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall provide all tools, supplies, materials, equipment, and labor necessary for furnishing, epoxy coating, installing, adjusting, and testing of all valves, check valves, combination air and vacuum release valves and appurtenant work, complete and operable, in accordance with the requirements of the Contract Documents. Where buried valves are illustrated on the Plans, the Contractor shall furnish and install valve boxes to grade, with covers, extensions, and position indicators.

B. The provisions of this Section shall apply to all valves and valve operators specified in the various Sections of Divisions 2 and 15 of these Specifications except where otherwise specified in the Contract Documents. Valves and operators in particular locations may require a combination of units, sensors, limit switches, and controls specified in other sections of these Specifications.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Divisions 2 and 15, applicable sections, Pipe, Fittings, and Valves

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with the reference specifications of the General Requirements.

B. Comply with the current provisions of the following Codes and Standards.

ANSI B 16.1	Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800
ANSI B 16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and Other Special Alloys
ANSI/ASME B 1.20.1	General Purpose Pipe Threads (inch)
ANSI/ASME B 31.1	Power Piping
ASTM A 36	Specification for Structural Steel

ASTM A 48	Specification for Gray Iron Castings
ASTM A 126	Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A 536	Specification for Ductile Iron Castings
ASTM B 61	Specification for Steam or Valve Bronze Castings
ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings
ASTM B 148	Specification for Aluminum-Bronze Castings
ASTM B 584	Specification for Copper Alloy Sand Castings or General Applications
ANSI/AWWA C 500	Gate Valves for Water and Sewage Systems
ANSI/AWWA C 502	Dry-Barrel Fire Hydrants
ANSI/AWWA C 503	Wet-Barrel Fire Hydrants
ANSI/AWWA C 504	Rubber-Seated Butterfly Valves
ANSI/AWWA C 506	Backflow Prevention Devices - Reduced Pressure Principle and Double Check Valves Types
ANSI/AWWA C 507	Ball Valves 6 inches through 48 inches
AWWA C 508	Swing-Check Valves for Waterworks Service, 2 inches Through 24 inches NPS
ANSI/AWWA C 509	Resilient-Seated Gate Valves for Water and Sewage Systems
AWWA C 550	Protective Interior Coatings for Valves and Hydrants
SSPC-SP-5	White Metal Blast Cleaning
NSF / ANSI 61	Drinking Water System Components – Health

Effects

MSS-SP-70	Manufacturers Standardization Society of the Valve and Fitting Industry; Cast Iron Gate Valves. Flanged and Threaded Ends

1.04 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with General Requirements. In addition to product information, the Contractor shall submit for approval lay-out drawings showing valve locations within the piping system, supports, and identification numbers.

B. The following submittals and specific information shall be provided.

1. Shop Drawings: Shop drawings of all valves and operators including associated wiring diagrams and electrical data, shall be furnished as specified in General Requirements. Submit for approval the following:

a. Manufacturer's literature, illustrations, paint certifications, specifications, detailed drawings, data and descriptive literature on all valves and appurtenances.

b. Deviations from Contract Documents

c. Engineering data including dimensions, materials, size and weight.

d. Fabrication, assembly and installation drawings.

e. CV values, head loss curves, and as required, calculations.

f. Special tools list.

2. Valve Labeling: The Contractor shall submit a schedule of valves to be labeled indicating in each case the valve location and the proposed wording for the label. Complete nameplate data of valves and actuators is required.

3. Operation and Maintenance Manuals:

a. Submit complete installation, operation and maintenance manuals including test reports, maintenance data and schedules, description of operation, and spare parts information.

b. Furnish Operation and Maintenance Manuals in conformance with the requirements of the General Requirements.

4. Shop Tests: Hydrostatic tests shall be performed, when required by the valve specifications included herein.

5. Certificates: Where specified or otherwise required by Engineer, submit Test Certificates and Certificates of Compliance with AWWA standards and other specifications, especially where it concerns the suitability of the materials of construction for the particular application.

1.05 QUALITY ASSURANCE

A. Valve Testing: Valves shall be shop tested per manufacturer's recommendations and applicable AWWA/ANSI specifications prior to shipment. Manufacturer's certification that valves have been shop tested shall be submitted for approval 30 days prior to scheduled shipment.

B. Bronze Parts: Where specified, all interior bronze parts of valves shall conform to the requirements of ASTM B 62, or, where not subject to dezincification, to ASTM B 584.

C. Shop Inspection: Shop inspection of valve construction, testing and coating shall be witnessed and approved by the ENGINEER. All valves will be shop inspected unless otherwise waived in writing by the Engineer.

D. The Contractor shall demonstrate that each valve installed as a part of a piping system will operate under field conditions in a manner consistent with the design of the system. All testing of valves shall be witnessed and approved by the Engineer.

E. For all pneumatic, hydraulic, and electric motor operators and controls, it shall be the responsibility of the Contractor to provide a qualified representative of the valve manufacturer to perform all field adjustments to set operator limit switches for the required functions. The cost of providing a qualified representative of the valve manufacturer for field adjustments shall be included in the Contractor’s bid. All wiring of motor operators shall be identified with a unique number unlike any other wiring identification.

F. All adjustments, calibration, and/or testing shall be done in the presence of the Engineer.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the site to ensure uninterrupted progress of the Work. Deliver anchorage devices, which are to be embedded in cast-in-place concrete, in ample time to not delay the Work.

B. All boxes, crates and packages shall be inspected by Contractor upon delivery to the site. Contractor shall notify Engineer if any loss or damage exists to equipment or components. Replace loss and repair damage to new condition, in accordance with manufacturer's instructions.

C. Store materials to permit easy access for inspection and identification. Keep all material off the ground, using pallets, platforms or other supports. Protect steel members and packaged materials from corrosion and deterioration.

D. Provide full-face protectors of waterproof material fastened to each side of the valve body to protect joints and the valve interior.

PART 2 - PRODUCTS

2.01 GENERAL VALVE REQUIREMENTS

A. General: The Contractor shall furnish all valves, operators, actuators, valve-operating units, stem extensions, and other accessories as shown or specified. All valves shall have the name of the manufacturer and the site of the valve cast on the body or bonnet or shown on a permanently attached plate in raised letters. All valves shall be new and of current manufacture. All valves, 6 inch and larger, shall have operators with position indicators. Where buried, these valves shall be provided with valve boxes and covers containing position indicators, and valve extensions.

B. Valve Flanges: The flanges of valves shall be in accordance with Divisions 2 and 15.

C. Valve Stems: Except where otherwise specified, valves with motorized operators shall have stems conforming to ASTM A 276 Type 316 stainless steel with minimum tensile strength of 95,000 psi, and a minimum yield point of 75,000 PSI, and elongation of 25% in 2 inches. Manually operated valves shall have silicon-bronze stems conforming to ASTM B 584-875, having minimum tensile strength of 60,000 PSI, a minimum yield point of 24,000 PSI, and elongation of 16% in 2 inches. Where subject to dezincification,

manually operated valve stems shall be of bronze conforming to ASTM B 62, containing no more than 5% zinc, nor more than 2% aluminum.

D. Protective Coating: Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, in the water passages of all valves 4 inch and larger, as well as the exterior surfaces of all submerged, buried or aboveground valves and operators, shall be fusion bonded epoxy. Flange faces of valves shall not be coated. The valve manufacturer shall certify in writing that such coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with these Specifications.

E. Valve Operators:

1. Where shown, certain valves shall be furnished with electric operators, provided by the valve manufacturer. All operators of a given type shall be furnished by the same manufacturer. Where these operators are supplied by different manufacturers, the Contractor shall coordinate their selection to provide uniformity of each type of electric operator. All valve operators, regardless of type, shall be installed, adjusted, and tested by the valve manufacturer at the manufacturing plant. Unless otherwise specified, all electric, pneumatic, and hydraulic valve operators shall be in accordance with Sections of Division 17: "Instrumentation and Controls."

2. All manual operators shall have levers or handwheels, unless otherwise shown. Where buried, the valves shall have extensions with square nuts or floor stands.

G. Nuts and Bolts: All nuts and bolts on valve flanges and supports shall be coated with a flouropolymer as manufactured by Tripac (Tripac 2000 Blue), or an approved equal. All bolts on valve bonnets and exterior valve hardware shall be Type 316 stainless steel.

2.02 RESILIENT SEATED GATE VALVES

Resilient seated gate valves shall conform to AWWA C 509, latest edition. The wedge shall be fully encapsulated in the elastomer, including the guides. The brass stem nut shall be rigidly enclosed in the wedge to maintain alignment. The valve body shall be composed of ductile iron.

The stem shall have two (2) O-rings and a wiper above the collar and one (1) O-ring below the collar. Stem seals must be replaceable with the valve under pressure.

The stem material shall be standard bronze. Stainless steel (ANSI-420) shall also be acceptable for use as an alternative.

The waterway shall be full size to allow for tapping use; no cavities or depressions shall be permitted in the seat area.

Valve body and bonnet shall be electrostatically applied, fusion bonded, epoxy coated both inside and out by the valve manufacturer. The coating shall meet the requirements of AWWA C 550, latest edition. Coating shall be applied only at the valve manufacturer's facilities. Exterior hardware shall be composed of Type 316 stainless steel.

The bonnet bolts shall not be exposed to the environment.

O-ring style seals shall be used as gaskets on the bonnet and on the stuffing box. The below grade valves shall be supplied with a standard 2 inch operating nut. All valves shall be wrapped with a polyethylene material.

The valves shall be an AFC, CLOW, AVK, Waterous, M&H Valve Company, or Mueller resilient wedge gate valve or an approved equal. All valves shall be resilient wedge gate valves.

2.03 BUTTERFLY VALVES

A. General:

All butterfly valves shall be of the rubber-seated tight-closing type. They shall meet or exceed AWWA Standard C 504. All valves shall be CLOW 4500, American AVK, Henry Pratt, Mueller Butterfly Valves or an approved equal.

Both valve ends shall be mechanical-joint (or other, as available) per AWWA Standard C 111. Accessories (bolts, glands and gaskets) shall be supplied by the valve manufacturer.

All valves must use full AWWA C 504 Class 150B valve shaft diameter, and full Class 150B underground-service-operator torque rating throughout entire travel, to provide capability for operation in emergency service. All valves shall be NSF approved.

B. Valve:

Valve body shall be composed of ductile iron with 18-8 Type 304 stainless steel body seat. Valve vane shall be ductile iron, having rubber seat

mechanically secured with an integral 18-8 stainless steel clamp ring and 18-8 stainless steel self-locked screws.

Rubber seat shall be a full-circle 360 degree seat not penetrated by the valve shaft. For valves 4" - 12", the valve shaft shall be one piece, extending full size through the entire valve. Valve shaft shall be 304 stainless steel. Packing shall be O-ring cartridge designed for permanent duty in underground service. For 14 inches and larger valve shaft shall be 18-8 stainless steel stub shaft design keyed to the vane with stainless steel taper pins.

Body Type: All butterfly valves shall be of the rubber-seated tight-closing type. They shall meet or exceed AWWA Standard C 504. All valves shall be CLOW butterfly valves, or approved equal.

Valve ends shall be: (select desired).

Wafer type body suitable for installation between 125# or 150# ASA flanges (available 4 inch through 20 inch).

Flanged: Short body valves per Table 2 of AWWA Spec C 504. Flanges shall be 125# ANSI (available all sizes). Also flanged by MJ in 6 inch, 8 inch and 16 inch sizes.

Mechanical Joint: Both ends of valve shall be "MJ" per AWWA C 111. "MJ" accessories (bolts, glands, gaskets) must be supplied by valve manufacturer (available all sizes - also flanged by MJ in 6 inch, 8 inch, 12 inch and 16 inch sizes). Both ends of valve shall be "MJ" per AWWA C111. "MJ" accessories (bolts, glands, gaskets) shall be supplied by valve manufacturer (available all sizes - also flanged by MJ in 6 inch, 8 inch, 12 inch and 16 inch sizes).

C. Operator:

Valve operator shall be of the traveling-nut type, sealed, gasketed, and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs at full-open or full-closed position without damage to the valve or valve operator. It shall be designed for submergence in water to 25 feet head pressure for up to 72 hours.

Valve shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would cause a valve maximum opening torque requirement of as much as two times AWWA Class 150B.

All valves shall open left (clockwise to close), and be equipped with 2 inch AWWA operating nut.

Crank, Handwheel or Chainwheel: All manual operators for service other than underground shall have position indicator and shall be totally enclosed and permanently lubricated. In any event, a maximum pull of 80 pounds on the crank or wheel shall produce full Table 1 output torque throughout entire travel. Operators shall full-closed positions without damage to valve or operator. Operators shall be of the "traveling-nut" type. All valves shall open left (clockwise to close).

Cylinder: Cylinder operator shall be of the base mounted configuration. Cylinder barrel shall be of molybdenum-disulfide lined glass fiber reinforced epoxy tubing, to provide a corrosion-free, self-lubricated high strength barrel. Rod seal shall be of urethane, molybdenum-disulfide filled, to provide a self-lubricated, long life seal.

Piston rod shall be of hard chromium plated 18-8 stainless steel, and shall be top and bottom guided in a heavy cast iron mechanism housing for positive alignment. Guiding shall be accomplished by bronze bearings at ends of housing straddling all side loads improved in operation. Entire operator including piston rod shall be fully enclosed. Operator shall produce full AWWA Standard C 504 Table 1 output torque throughout entire travel for Class (25A) (25B) (75B) (150B) with a minimum supply pressure of PSI (water) (air) (oil).

D. Coating:

Standard coating shall be universal primer. Coating shall be applied to entire valve body and vane before final assembly.

Valve body shall be electrostatically applied, fusion bonded, epoxy coated to all surfaces of valve body and vane to an average minimum film thickness of 5 mils, conforming to AWWA C 550 Standard. Coating shall be applied only at the valve manufacturer's facilities. Exterior valve hardware shall be composed of Type 316 stainless steel hardware for butterfly valve flanges shall consist of flouropolymer coated hardware as manufactured by Tripac (Tripac 2000 Blue) or an approved equal.

E. Tests:

All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

4” through 12”	200 PSI
14” Up	150 PSI

In addition, a hydrostatic test with vane partially open shall be given to the assembled valve as follows:

4”	400 PSI
14” Up	300 PSI

2.04 OS&Y GATE VALVES

Resilient seated gate valves shall conform to AWWA C 509, latest edition. The wedge gate valve shall be of the outside screw and yoke (OS&Y) type. The wedge shall be fully encapsulated in the elastomer, including the guides. The brass stem shall be rigidly attached to the wedge to maintain alignment. The elastomer shall be bonded to the wedge. The valve body shall be composed of ductile iron.

The stem shall have two (2) O-rings and a wiper above the collar and one (1) O-ring below the collar. Stem seals must be replaceable with the valve under pressure.

The stem material shall be bronze per Item 2.1.C. Stainless steel (ANSI-420) shall also be acceptable for use as an alternative.

The waterway shall be full size to allow for tapping use; no cavities or depressions shall be permitted in the seat area.

Valve body, bonnet and yoke shall be electrostatically applied, fusion bonded, epoxy coated both inside and out by the valve manufacturer. The coating shall meet the requirements of AWWA C 550, latest edition. Coating shall be applied only at the valve manufacturer’s facilities. Exterior valve body, bonnet, etc. hardware shall be composed of Type 316 stainless steel.

O-ring style seals shall be used as gaskets on the bonnet and on the stuffing box.

2.05 VALVE RISER AND VALVE COVER

A 6 inch diameter cast iron valve riser and ductile iron cover shall be placed over each below grade valve. The 6 inch diameter cast iron valve riser and cover shall be manufactured by Star Pipe Products, or an approved equivalent of equal substance and function.

Place an 8 inch deep, 8 inch wide PCC collar concentric with the exterior of the

valve extension riser. Place the top of the riser 0.10-feet above the finish grade.

Two (2) 6-foot valve keys for operating of gate valves shall be furnished by the Contractor to the Owner prior to completion of the project.

2.06 SWING CHECK VALVES

The check valves shall be manufactured of gray cast iron in conformance with ASTM A 126 Grade B. The swing check valves shall comply with AWWA C 508, latest revision. The check valve shall be provided with flanges in accordance with ANSI B 16.1, Class 125.

The valve design shall be full flow equal to nominal pipe diameter at all points through the valve. The valve shall be capable of passing 3 inch diameter sphere. The seating surface shall be on a 45 degree angle to minimize disc travel. A threaded port with pipe plug shall be provided on the bottom of the valve to allow for field installation of a backflow actuator, without special tools or removing the valve from the line.

The top access port shall be full size, allowing removal of the disc without removing the valve from the line. The access cover shall be domed in shape to provide flushing action over the disc for operating in lines containing high solids content. A threaded port with plug shall be provided in the access cover to allow for field installation of a mechanical, disc position indicator.

The disc shall be of one-piece construction, precision molded with an integral O-ring type sealing surface, and contain alloy steel and nylon reinforcement in the flexible hinge area. The flex portion of the disc shall be warranted for 25 years. Non-slam closing characteristics shall be provided through a short 35 degree disc stroke and a memory disc return action.

The valve body and cover shall be constructed of ductile iron per ASTM A 536 Grade 65-45-12.

The disc shall be precision molded Buna N (NBR), ASTM D 2000-BG.

The exterior and interior of the valve shall be coated with an ANSI/NSF 61 approved fusion bonded epoxy coating.

2.07 NSF / ANSI STANDARD 61

Piping, fittings, and appurtenances in contact with potable water or water that will be treated to become potable shall be listed in NSF / ANSI Standard 61 as being suitable for contact with potable water.

PART 3 - EXECUTION

3.01 VALVE INSTALLATION

A. General: All valves, operating units, controls, stem extensions, valve boxes, and accessories shall be handled in a manner to prevent any injury to any part of the valve. Valves shall be installed in accordance with the manufacturer's written instructions and as shown and specified. All valves shall be adequately braced to prevent warpage and bending under the intended use. Valves shall be firmly supported to avoid undue stresses on the pipe. All valves shall be installed so that the valve stems are plumb.

B. Access: All valves shall be installed to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators and structural members or handrails.

C. Valve Accessories:

1. Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the Contractor to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on Shop drawing submittals.

2. Valve operators and controls are to be installed where specified and designated on the Plans. The Contractor is responsible for installation of the correct valve operator and control as specified to provide a complete piping system as specified.

D. All valves shall be field tested following installation to demonstrate that the valve operates under field conditions in a manner consistent with the design of the system.

E. All testing of valves shall be witnessed and approved by the Engineer.

F. The Contractor shall demonstrate that each valve operator and control installed as a part of a piping system will operate under field conditions as designed and in the manner for which the operator was specified.

END OF SECTION 15615

SECTION 15830 - MISCELLANEOUS VALVES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall furnish and install miscellaneous valves as shown and as specified herein, complete and operable including accessories and, where designated, operators, in accordance with the requirements of the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 2 - Sitework.

B. Division 15 - Mechanical.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with the reference specifications of the General Requirements.

B. NSF / ANSI STANDARD 61: Piping, fittings, and appurtenances in contact with potable water or water that will be treated to become potable shall be listed in NSF / ANSI Standard 61 as being suitable for contact with potable water.

1.04 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with Section 01300 - Contractor Submittals.

1.05 QUALITY ASSURANCE

A. QUALITY ASSURANCE shall comply with the quality requirements specified in RELATED WORK SPECIFIED ELSEWHERE above.

B. All valves shall be tested in accordance with manufacturer's recommendation and applicable AWWA/ANSI specifications

PART 2 - PRODUCTS

2.01 COMBINATION AIR-VACUUM VALVES

A. Combination Air and Vacuum Valves: Combination air valves shall combine the characteristics of air and vacuum valves and air release valves by exhausting accumulated air in systems under pressure and releasing or re-admitting large quantities of air while a system is being filled or drained, respectively. They shall be of the size shown, with flanged or screwed ends to match piping. Bodies, the float, seat, and all moving parts shall be constructed of Type 316 stainless steel. Seat washers and gaskets shall be of a material insuring water tightness with a minimum of maintenance. Valves shall be designed for minimum 150 PSI water-working pressure, unless otherwise shown.

2.02 BACKFLOW PREVENTER VALVES

A. General: Backflow preventers shall work on the reduced pressure principle. They shall consist of two (2) spring-loaded check valves, automatic differential pressure relief valve, drain valves, and shut-off valves. The body material shall be bronze or cast iron for a working pressure of not less than 150 PSI, with bronze or stainless steel trim. Drain lines with air gaps shall be provided.

B. Manufacturers, or Equal:

1. Model: 4000B
   AMES Fire & Waterworks
   1427 North Market Boulevard, Suite #9
   Sacramento, CA 95854
   916-928-0123
   916-928-9333: FAX

2. Model: 850V
   FEBCO
   4381 North Brawley, Suite 102
   Fresno, CA 93722
   559-441-5300
   559-441-5301: FAX

3. Or Equal.

2.03 SMALL PRESSURE REDUCING VALVES (Air, Chemical and Water Systems)

A. General: Small air and water pressure reducing valves shall be of the spring-loaded diaphragm type with a minimum pressure rating of 250 PSI, with bronze body, nickel alloy or stainless steel seat, and threaded ends. Each valve shall be furnished with built-in or separate strainer and union

ends.

B. Small chemical (i.e. ammonium hydroxide, sodium bisulfite, and sodium hypochlorite) pressure reducing valves shall be of the spring-loaded diaphragm type with Teflon body, hastelloy or Teflon trim material, and Teflon seat material. Value body shall be flanged.

2.04 LARGE WATER PRESSURE REDUCING VALVES

A. General: Large water pressure reducing valves shall be of the piston-type or diaphragm-actuated globe type, with cast iron body and stainless steel trim. Unless otherwise shown or specified, the valves shall have a pressure rating of not less than 150 PSI, shall have 125 lb flanges, and shall have an adjustable downstream pressure range with a downstream setting as required.

2.05 PRESSURE RELIEF VALVES

A. Pressure Relief Valves for chemical piping systems shall be in-line pattern with three ports. Excess pressure shall be relieved through the port in the bottom of the valve. The valve materials shall be as described in Table 2.1. For the diaphragm material, Teflon or other suitable material may be substituted for EPDM.

TABLE 2-1 RELIEF VALVE MATERIALS FOR CHEMICAL SYSTEMS

ITEM	Systems					
	Ammonium Hydroxide	Scale Inhibitor	Sodium Bisulfite	Polymer	Sodium Hypochlorite	Sulfuric Acid
Relief Valves (Body) (Diaphragm)	PVC or Teflon EPDM	PVC EPDM	PVC or Teflon EPDM	PVC or Teflon Teflon	PVC or Teflon Teflon	PVDF or Teflon Teflon

2.06 CORPORATION STOPS

A. Unless otherwise shown, corporation stops shall be made of solid brass for key operation, with screwed ends with corporation thread or iron pipe thread, as required.

B. Manufacturer, or Equal:

1. James Jones.

2. Mueller.

3. Or equal.

2.07 SOLENOID VALVES

A. Solenoid valves shall be of the size, type, and class shown and shall be designed for not less than 150 PSI water-working pressure. Valves for water, air, or gas service shall have brass or bronze body with screwed ends, stainless steel trim and spring, Teflon or other resilient seals with material best suited for the temperature and fluid handled. Solenoid valves in corrosive environment shall have stainless steel bodies. For chemicals and all corrosive fluids, solenoid valves with Teflon bodies and springs or other suitable materials shall be used. General purpose enclosures for indoors shall be NEMA type 2. For explosion proof, corrosive, special purpose, or outdoor locations NEMA type 4, 7, 8, 9, 9E, 9F, or 9G enclosures shall be used, as applicable. All coil ratings shall be for continuous duty. For electrical characteristics see electrical drawings or specifications.

2.08 NSF / ANSI STANDARD 61

Piping, fittings, and appurtenances in contact with potable water or water that will be treated to become potable shall be listed in NSF / ANSI Standard 61 as being suitable for contact with potable water.

2.09 Stainless Steel Valves

A. General:

1. All valves shall be furnished and installed as illustrated on the Plans.

2. Valves with pneumatic, hydraulic, and electric motor operators and controls shall be in accordance with Division 17.

B. Fasteners: All bolts, nuts, and washers shall be made of Type 316 stainless steel.

C. Ball Valves:

1. Sizes 1/2" - 2 1/2":

   a. Class: 900 PSI, Screwed.
   b. Type: Full port.
   c. Body: 316 Stainless Steel ASTM A 351.
   d. Ball: 316 Stainless Steel.
   e. Seat: Reinforced PTFE Fire Safe.
   f. Stem: 316 Stainless Steel.
   g. Operator: Manual, Lever.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Backflow preventers shall be installed in all potable water lines and as illustrated in the Plans.

B. All valves shall be installed in accordance with the Manufacturer's printed recommendations.

C. Field testing of valves shall be performed in accordance with manufacturer's recommendations.

D. All field testing shall be witnessed and approved by the Engineer.

END OF SECTION 15830

PROJECT PLANS - ATTACHED

EXHIBIT "A"
CHANGE ORDER FORM

Borrego Water District

806 Palm Canyon Drive
Borrego Springs, CA 92204

Contract Change Order #

Project:

Change Order No.:

Orig. Contract Amt.: $ Days

Contract No.:

Contractor:

Prev. Appvd. Changes: $ Days

Owner: Borrego Water District

This Change: $ Days

Revised Contract Amt.: $ Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Borrego Water District, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	**$**	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Borrego Water District.

Contract Change Order #_____ Page 1 of 2

The amount of the contract will be increased by the sum of $_____and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

_____ _____

(Signature) Contractor's Authorized Representative Date

Recommended:

_____ _____

(Signature) Carlos Beltran, P.E., District Engineer Date

Approved:

_____ _____

(Signature) Geoff Poole, Borrego Water District Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Borrego Water District.

EXHIBIT "B" - FEDERAL FUNDING REQUIREMENTS

This Project will be funding in whole or in part by grant funding from the U.S. Environmental Protection Agency Community Grants Program through the US EPA.

The DISTRICT's Community Grant Program – Main and Sun Gold Pipeline Replacement Projects Grant Agreement (Grant Number 97T00901) (the, "US EPA Grant Agreement") with the U.S. Environmental Protection Agency is incorporated into this Contract by reference and is on file at the DISTRICT's principal office and will be made available to interested parties upon request. Contractor shall comply, and assist the DISTRICT in complying, with all requirements in and arising out of the US EPA Grant Agreement.

Contractor shall comply with all applicable funding requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- 2 CFR Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance"
- US EPA Community Grant Program Grant Agreement Requirements attached hereto as Attachment 1
- Federal Funding Contract Provisions attached hereto as Attachment 2
- Davis-Bacon Provisions attached hereto as Attachment 3
- Davis-Bacon Wage Rate Determination attached hereto as Attachment 4

With respect to any conflict between the Federal Funding Requirements and the Contract Documents and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

EXHIBIT B - ATTACHMENT 1

U.S. EPA COMMUNITY GRANT PROGRAM GRANT AGREEMENT REQUIREMENTS

Contractor shall comply with applicable funding requirement from the US EPA Grant Agreement including, but not limited to, the following:

1. General Terms and Conditions.

Contractor agrees to comply with the current US EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later. The US EPA general terms and conditions are hereby incorporated by reference as though set forth in full text. Contractor is responsible for complying will all applicable statutes, regulations, and agency requirements along with ensuring their Subcontractors are aware of and comply with the same, including, but not limited to, the following:

- Contractor agrees to comply with the requirements of the US EPA's Disadvantaged Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

2. Programmatic Conditions.

a. Right of Access

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

b. Cybersecurity Condition

When collecting and managing environmental data under this assistance agreement, Contractor will protect the data by following all applicable State cybersecurity requirements.

If the Contractor's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange:

- EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT systems and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems

operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

c. Signage

Contractor is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non- English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The recipient will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The Contractor will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to Londa Scott-Forte (202-564-1504) and Jini Ryan (202-564-1075). Please explain in the message that the EPA logo is to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

d. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Contractor must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance, October 2022.

e. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2023 Consolidated Appropriations Act directive Congressional language (“Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water

State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this Contract.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

( ) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(i) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the
request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

f. Build America, Buy America Act

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's General Terms and Conditions.

(a) Definitions.

As used in this award term and condition —

(1) "Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or

- drywall.

(2) “Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) ‘‘Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.

(4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor

does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);
ii. Location and description of the project;
iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
vi. Anticipated impact if no waiver is issued; and
vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests

for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) Maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If recipient seeks coverage under an existing BABA waiver, recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

EXHIBIT B - ATTACHMENT 2

Federal Funding Contract Provisions

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

Appendix II to Part 200 (A) - Remedies: The parties shall comply with the administrative, contractual, or legal remedies in the Contract Documents for when the Contractor violates or breaches the Contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract.

Appendix II to Part 200 (B) - Termination for Cause/Convenience. The parties shall comply with the termination for cause provision and the termination for convenience provision in the Contract Documents.

Appendix II to Part 200 (C) – Equal Employment Opportunity: Since the Contract meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, Contractor agrees as follows during the performance of the Contract:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The DISTRICT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the DISTRICT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Construction Contract.

The DISTRICT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The DISTRICT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred

from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the DISTRICT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Appendix II to Part 200 (D), (E) – Davis-Bacon Act; Contract Work Hours and Safety Standards Act: Contractor shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are listed in Exhibit C and incorporated into the Contract by this reference.

Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

I. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

J. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: The Contractor shall comply with the following:

K. Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the DISTRICT and understands and agrees that the DISTRICT will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection DISTRICT Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

L. Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report

each violation to the DISTRICT and understands and agrees that the DISTRICT will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

Appendix II to Part 200 (H) – Debarment and Suspension:

M. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

N. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. This certification is a material representation of fact relied upon by DISTRICT. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the DISTRICT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

P. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the Contract. The Contractor further agrees to include a provision requiring such compliance in its subcontracts.

Q. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the DISTRICT in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Contract.

Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act:

R. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

S. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

T. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

U. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

V. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

W. Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.

3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

X. See Public Law 115-232, section 889 for additional information.

Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

Y. Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

Z. For purposes of this section:

1. “Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contracting with Small Businesses, Minority Businesses, Women’s Business Enterprise, Veteran-owned Businesses, and Labor Surplus Area Firms (2 c.f.r. § 200.321)

AA. Contractor shall be subject to 2 C.F.R. § 200.321 and, when possible, should ensure that that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

BB. Such consideration means:

1. These business types are included on solicitation lists;

2. These business types are solicited whenever they are deemed eligible as potential sources;

3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and

5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CC. Contractor shall submit evidence of compliance with the foregoing when requested by BWD.

Reporting Waste, Fraud and Abuse. 2 CFR 200.113

DD. Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint Page 43 of 44 Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

EE. Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

EXHIBIT B – ATTACHMENT 3

DAVIS-BACON PROVISIONS

(a) Davis-Bacon Provisions. Contractor shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are incorporated into the Contract by this reference. This includes, but is not limited to, the following provisions:

(i) Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d)(i)(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section (d)(iv). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (d)(i)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (d)(i)(2) (b) or (c) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(ii) Withholding. The DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the DISTRICT may, after written

notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

a. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Bureau of Reclamation if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Bureau of Reclamation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

i. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under paragraph (c)(iii)(1) of this section available for inspection, copying, or transcription by authorized representatives of the DISTRICT or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(v) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(vi) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the DISTRICT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the DISTRICT, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(1) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this Section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the DISTRICT of Columbia or a territory, to such DISTRICT or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this Section.

(iii) Withholding for unpaid wages and liquidated damages. The DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (iv) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this Section.

EXHIBIT B – ATTACHMENT 4

DAVIS BACON RATES

DAVIS-BACON ACT – PREVAILING WAGE REQUIREMENTS

The Contractor and all subcontractors shall comply with all applicable provisions of the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3148), and applicable regulations contained in 29 CFR Parts 1, 3, and 5.

For projects subject to Davis-Bacon prevailing wage requirements, all laborers and mechanics employed in the performance of the work shall be paid wages and fringe benefits at rates not less than those specified in the applicable U.S. Department of Labor wage determination incorporated into the Contract Documents.

The Contractor shall comply with all applicable requirements concerning payroll records, certified payroll submissions, worker classifications, wage payments, and posting of required notices and wage determinations at the project site.

The Contractor shall ensure that all applicable Davis-Bacon labor standards requirements are incorporated into covered subcontracts and shall be responsible for subcontractor compliance.

The applicable federal wage determination and all required federal labor standards provisions shall be incorporated into and made part of the Contract Documents.

Failure to comply with applicable Davis-Bacon requirements may result in withholding of contract payments, contract termination, debarment, or other remedies authorized by law.

AD-HOC Committee

B. Organizational Assessment – Duncan/Baker

1. Wastewater Operations and Personnel Sections of New Admin Code

SECTION 3400. PUBLIC SEWER USE AND REGULATIONS FOR WASTE DISCHARGE

§ 3401. Use of Public Sewers.

A. Sewer Hookup Required.

1. When required by the Local Building Authority to connect to the public sewer main, the discharger shall make application to the District for sewer service.

2. No person shall make any connection to a public sewer main or appurtenance thereof without first obtaining a District sewer connection permit. Such sewer connection permit shall be in addition to any and all permits required by the local Building Authority or wastewater collection Agency.

B. Sewer Connections. To provide the maximum public benefit from the use of District facilities, written authorization to use said facilities is required. This written authorization shall be in the form of a Will Serve Letter, subject to the following conditions.

1. The District Sewer Fees have been paid;

2. The District Sewer Treatment Plant Capacity Charge, when applicable, shall have been paid;

3. A Sewer Service Application shall have been submitted where required;

4. The proposed discharge shall consist of only compatible pollutants;

5. Arrangements shall have been made to pay any collection agency fees or charges.

C. Costs.

1. All costs and expense incidental to all connections to a District public sewer main shall be borne by the discharger. The involved discharger shall indemnify the District from all losses or damages, which may result from the actions of such discharger, his contractor or agent, associated with the

installation or maintenance of such a connection to a District public sewer main.

2. All construction, reconstruction, or maintenance of a building sewer shall be accomplished by the discharger at his sole expense.

D. Connection Rules.

1. The connection of a building sewer to a District public sewer main shall conform to the requirements of applicable building and plumbing codes, and current District rules, regulations and standards. All such connections shall be gas and watertight as verified by proper testing. Any deviation from such codes and/or District rules, regulations and standards must be approved, in writing, by the District prior to the installation of the connection.

2. Following issuance of a sewer connection permit for connection to a District public sewer main, the discharger shall notify the District two working days in advance of the time when the building sewer is ready for inspection of connection to the District's public sewer main. The physical connection of the building sewer to the District's public sewer main and the testing thereof shall be accomplished under District supervision and inspection with the costs associated therewith being included as a part of the inspection fee provided for in Administrative Code Section 2601 B (1-6).

3. All excavations for a building sewer installation and connection thereof to a District public sewer main shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a satisfactory manner by the discharger as determined by the District.

§ 3403. GENERAL PROVISIONS

It is the intent of the Ordinance to protect public health, Borrego Water District (District) personnel, the District's wastewater collection, treatment systems and the environment from waste discharges by users with the potential to detrimentally impact the beneficial use of reclaimed (recycled) water and municipal sludge (biosolids).

§ 3404. Purpose.

A. The purpose of the Ordinance is to set forth:

1. Conditions and limitations on the use of the District's sewer system;

2. Specific enforcement provisions to resolve dischargers' noncompliance with the District's Ordinance, thereby allowing the District to:

a. Comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies;

b. Ensure that the District's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency;

c. Protect the beneficial use of reclaimed (recycled) water and municipal sludge (bio-solids); and

d. Protect the public health and environment.

§ 3405. Policy.

A. The ordinance shall be interpreted in accordance with the definitions set forth in Section 3412. The provisions of the ordinance shall apply to the direct and indirect discharge of all wastes to facilities of the District.

B. The District shall seek the cooperation of the users of the sewer system to ensure compliance with the ordinance. Reasonable approaches shall be utilized when applying applicable regulations without compromising the intent, purpose and policies of the ordinance.

C. The District shall adopt more stringent quality requirements on wastewater discharges regulated by 40 CFR, Chapter I, Subchapter N, Parts 405-471, in the event that more stringent quality requirements are necessary to protect beneficial use of reclaimed (recycled) water and municipal sludge (biosolids)

or meet additional requirements set in permits issued to the District.

D. The District shall encourage conservation and pollution prevention through source control strategies, which reduce the amount of pollutants entering the environment, prior to recycling, pretreatment, or disposal.

E. The District shall use the revenues derived from the application of the ordinance to defray the cost of regulating sewer usage to include, but not be limited to, administration, monitoring, inspecting, permitting, reporting, and enforcement.

F. All costs and expenses incurred by the administration, monitoring, inspecting, permitting, reporting, and enforcement procedures of the District's Pretreatment Program Section shall be paid by the applicant/discharger. All applicable fees shall be pursuant to the most current editions of the *Districts Pretreatment Program Fee Schedule and Enforcement Response Plan* (ERP) and as amended thereto.

G. The District shall ensure that all parties are afforded due process of law. An applicant or user shall be given written notice of rejection of an application, or violation of a control mechanism, or of any enforcement action. Such notice shall include a statement of reasons in support thereof and proposed actions to be taken, if any. Affected applicants or users shall have the right to a hearing. Decisions/determinations may be appealed as set forth in Sections 3461 through 3485 and/or the District's ERP.

H. The District, in its sole and reasonable discretion, may utilize any-one, combination, or all enforcement remedies provided in Section 3408 (10) in response to any violation.

§3406. Scope.

The provisions of these Regulations shall apply, but not limited to sewer construction, use, maintenance, discharge, deposit, or disposal of wastewater, both directly and indirectly, into and through all District collection and treatment systems and to the issuance of control mechanisms and assessment/imposition of fees, fines and penalties thereof.

§3407. Applicability.

This "Regulations for Waste Discharge and Sewer Use" Ordinance applies to all users who discharge or have the potential to discharge wastewater to the District's POTW and specifies herein that all users are subject to regulation and enforcement.

§3408 Powers.

A. BWD GM and his designated personnel are authorized to:

1. Issue, modify, and reissue Waste Discharge Authorizations;

2. Issue, modify, and reissue Waste Discharge Permits;

3. Require the installation and maintenance of pretreatment and/or monitoring facilities and equipment;

4. Conduct inspections of facilities, including, but not limited to, inspecting and copying records;

5. Require monitoring and reporting of discharges to the sewer system;

6. Monitor the quality of wastewater entering the sewer system;

7. Require the development of Spill Containment Plans and reporting of accidental discharges;

8. When applicable require the development of a Slug Control Plan (per Title 40 of the Code of FederalRegulations (40 CFR) 403.8.

9. Deny, approve or approve with conditions, new or increased discharges or change in the quantity or characteristics of discharges, when such discharges do not meet applicable pretreatment requirements as specified in 40 CFR 403.8.

10. Take enforcement actions against those who violate or cause violation of the ordinance or Waste Discharge Permit conditions. These actions may include, but are not limited to the following:

    a. Issuing letters;
    b. Issuing Notices of Violation;
    c. Issuing Administrative Orders;
    d. Issuing Cease and Desist Orders;
    e. Initiating and conducting non-compliance meetings;
    f. Initiating and conducting non-compliance inspections;
    g. Initiating and conducting administrative hearings;
    h. Petitioning the courts for injunctions or civil penalties;
    i. Signing criminal complaints;
    j. Terminating water and or wastewater services;
    k. Requiring payment of violation charges;

l. Revoking and/or suspending the Waste Discharge Permit or Authorization.

m. Issuing Emergency Water and/or Wastewater Suspensions.

11. Delegate authority to the Wastewater Department Head any power granted to or the carrying out of any duty imposed upon the District pursuant to the ordinance.

12. Establish Best Management Practices applicable as Local Limits.

13. Establish policies and standards applicable for dischargers or potential discharges of non-domestic wastewater.

§3409. Access.

The District (and regulatory agencies, when accompanied by District personnel) shall have the right to enter the premises of any user to determine whether the user is complying with all requirements nd any individual wastewater discharge permit. Users shall allow the District ready access to all parts of the premises for the purposes of inspection, sampling, measuring, testing, records examination and copying, taking photographs and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements so that, upon presentation of suitable identification, the District shall be permitted to enter without delay for the purposes of performing specific responsibilities.

2. The District shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

3. The District may require the user to install and maintain monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at a frequency to be determined by the District to ensure their accuracy.

4. The location of the monitoring facility shall provide ample room in or near the monitoring facility to allow accurate sampling and preparation of samples and

analysis. Whether constructed on public or private property, the monitoring facilities should be provided in accordance with the General Manager's requirements and all applicable local construction standards and specifications. Such facilities shall be constructed and maintained in such manner so as to enable the District to perform independent monitoring activities.

5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the General Manager and shall not be replaced. The costs of clearing such access shall be borne by the user.

6. Unreasonable delays in allowing the District access to the user's premises shall be a violation of the ordinance.

§3410. <u>Information Required.</u>

A. To provide for fair and equitable use of sewerage facilities, the District shall have the unqualified right to require a discharger to provide information necessary to insure compliance with all rules, regulations and provisions of the ordinance.

B. All information and data on a user shall be available to the public and governmental agencies in accordance with Public Records unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. The demonstration of the need for confidentiality made by the permittee must meet the burden necessary for holding such information from the general public under applicable State and Federal law.

In any event, the District shall not limit RWQCB and EPA's access to any information provided by the discharger.

In any event, information concerning wastewater quality and quantity will not be deemed confidential. Such information may include, but is not limited to:

1. Wastewater discharge peak flow rates and volume over a specified time period;

2. Physical, chemical, bacteriological, or radiological analysis of wastewaters;

3. Information on raw materials, processes, and products;

4. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials as required;

5. Details of wastewater pretreatment facilities, their

operation and maintenance;

6. Details of systems to prevent and control the losses of materials through spills to the POTW;

7. Detailed plumbing plans indicating all sources discharging to the on or off-site pretreatment or sewerage facilities;

8. Information on slug discharges or a slug control program, per 40 CFR 403.8;

9. Notification of discharges of a listed hazardous waste [Section 3001 of the Resource Conservation and Recovery Act (RCRA)] to the sewer system per 40 CFR 403.12.

10. Baseline monitoring reports per 40 CFR 403.12.

11. Compliance progress reports in accordance with all provisions listed in 40 CFR 403.12.

12. Notification of potential problems, including slug loading in accordance with all provisions listed in 40 CFR 403.12.

13. Prompt notification of substantial changes in volume or character of pollutants discharged in accordance with all provisions listed in 40 CFR 403.12.

14. Monitoring and analysis reports demonstrating continued compliance in accordance with all provisions listed in 40 CFR 403.12.

15 Site and process flow diagrams.

§3411. <u>Authority</u>.

The District is regulated by several agencies of the United States Government and the State of California, pursuant to the provisions of Federal and State Laws including, but not limited to:

1. Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C. Section 1251 et seq);

2. California Porter Cologne Water Quality Act (California Water Code Section 13000 et seq.);
3. California Health & Safety Code Sections 25100 to 25250;
4. Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.);
5. California Government Code (Sections 54739-54740)

These agencies grant the District the authority to regulate and/or prohibit, by the adoption of an ordinance, and by issuance of control mechanisms, the discharge of any waste, directly or indirectly, to the District's wastewater systems. Said authority includes the right to establish limits, conditions, and prohibitions; to establish flow rates or prohibit flows discharged to the District's wastewater systems; to require the development of compliance schedules for the installation of equipment, systems, and materials by all users; and to take all actions necessary to enforce its authority, whether within or outside the District boundaries, including those users that are tributary to the District or within areas for which the District has contracted to provide wastewater services.

§3412. DEFINITIONS.

A. Where definitions contained within this document, conflict with definitions found in other documents or regulations, the definitions found herein shall take precedence and apply to discharges to BWD POTWs.

B. The following abbreviations, when used in the ordinance, shall have the designated meanings:

1. BMP – Best Management Practices
2. BMR – Baseline Monitoring Report
3. BOD – Biochemical Oxygen Demand
4. BWD – BorregoWater District (District)
5. CFR – Code of Federal Regulations
6. COD – Chemical Oxygen Demand
7. EPA – Environmental Protection Agency
8. ERP – Enforcement Response Plan
9.
10. FSF – Food Service Facility
11. gpd – Gallons Per Day
12. LWH - Liquid Waste Hauler
13. mg/L – Milligrams Per Liter
14. NAICS – North American Industry Classification System
15. NPDES – National Pollution Discharge Elimination System
16. NSIU – Non-Significant Industrial User

17. POTW – Publicly Owned Treatment Works
18. RCRA – Resource Conservation and Recovery Act
19. RWQCB – Regional Water Quality Control Board
20. RWRF – Regional Water Reclamation Facility
21. SIC – Standard Industrial Classification
22. SIU – Significant Industrial User
23. SNC – Significant Non-Compliance
24. TDS – Total Dissolved Solids
25. TRC – Technical Review Criteria
26. TSS – Total Suspended Solids
27. WDP - Waste Discharge Permit
28. WRF – Water Reclamation Facility

C. Unless a provision explicitly states otherwise, the following terms and phrases, as used in the ordinance, shall have the meanings designated hereinafter.

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1. Amalgam Process Wastewater shall mean any wastewater generated and discharged by a Dental Discharger through the practice of dentistry that may contain amalgam.

2. Amalgam Separator shall mean a collection device designed to capture and remove dental amalgam from the amalgam process wastewater of a Dental Discharger.

3. Amalgam Waste shall mean any waste containing mercury or residuals from the preparation, use or removal of amalgam.

4. Applicant shall mean any person(s) who have applied for permission to discharge to the POTW.

5. Best Management Practices shall include schedule of activities, prohibitions of practices, maintenance procedures, and other management practices. BMPs include treatment requirements, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal,

6. Board shall mean the Board of Directors of the Borrego Water District.

7. Building Sewer shall mean the entire length of a private sewage service lateral extending from the facility or

structure to be served to the point of connection with the public sewer main.

8. Cesspool shall mean a lined excavation in the ground which receives the discharge of a sewage drainage system, or part thereof, so designed as to retain the solids and organic matter but permitting liquids to seep out. This shall also mean Seepage Pit.

9. Class I User shall mean a discharger that is a Categorical or Significant Industrial User (SIU).

10. Class II User shall mean a discharger that discharges non-domestic wastewater and has the potential to discharge incompatible pollutants and/or pollutants that are limited by the adoption of local limits established by the District or a Categorical Discharger that dischargers less than one hundred (100) gallons a day of process wastewater.

11. Class III User shall mean Food Service Facilities (FSF's)

12. Class IV User shall mean a discharger that is required to install and maintain or has an existing oil/sand gravity separation interceptor or clarifier system.

13. Class V User shall mean Waste Haulers.

14. Class VI User shall mean any discharger that discharges only domestic wastewater but has the potential to discharge hazardous materials and/or incompatible pollutants and/or pollutants that are limited by the adoption of local limits established by the District.

15. Code of Federal Regulations (CFR) shall mean the codification of the general and permanent rules published in the United States Federal Register by the Executive departments and agencies of the Federal Government to include but not be limited to the Environmental Protection Agency.

16. Collection System shall mean the publicly owned combined pipes, conduits, manholes, lift stations and other structures, above and below ground, whose purpose is to convey wastewater to one of the Districts Water Reclamation Facilities (WRF).

17. Compatible or Conventional Pollutant shall mean a combination of BOD, TSS, pH, fecal coliform bacteria, nutrients, plus other pollutants that the District's treatment facilities are designed to accept, treat and/or remove. Some compatible pollutants may be considered incompatible when discharged in quantities that have an adverse effect on the District's collection, treatment, disposal systems and/or discharge permit regulating the treatment facilities, and cause process interference or pass through the treatment facilities.

18. Contact Amalgam is amalgam that has been in contact with the patient. Examples are extracted teeth with amalgam restorations, carving scrap collected at chair side, and amalgam captured by chair side traps, filters, or screens.

19. Control Mechanism shall mean Waste Discharge Permit, Waste Discharge Authorization, Zero Discharge Permit, or Special Discharge Agreement.

20. Dental Amalgam shall mean an alloy of elemental mercury and other metal(s) that is used in the practice of dentistry.

21. Dental Dischargers shall mean a facility where the practice of dentistry is performed, including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned by Federal, State or local governments, that discharges wastewater to a POTW.

22. Dental New Sources shall mean a dental discharger whose first discharge to a POTW occurred on or before July 15, 2017.

23. Department Head or Division Manager shall mean that person duly designated by BWD to direct the District's Wastewater Program and perform the duties as specified in the ordinance.

24. Dilution shall mean increase in use of process water, potable water or any other means to dilute a discharge as a partial or complete substitute for adequate treatment to achieve discharge requirements.

25. Discharger shall mean any person, entity or collection agency that discharges or causes a discharge of domestic or non-domestic wastewater directly or indirectly to a District WRF. Discharger shall mean the same as User.

26. Discharge Requirements shall mean the requirements of Federal (as listed in 40 CFR 403), state or local public agencies having jurisdiction over the effluent discharges from a District WRF.

27. District shall mean the Borrego Water District and where it refers to an action or decision of an individual, shall mean the General Manager of the District or the General Manager's designee.

28. Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans of such character as to allow satisfactory disposal, without special treatment, into the public sewer or by means of a private disposal system.

29. Duly Authorized Representative shall mean the same as Responsible Party.

30. Effluent shall mean wastewater flowing from a POTW or a User's facility.

31. Exempt Dental Practice shall mean any dental facility in which no amalgam is placed or removed nor is dental amalgam used at any time in the dental practice.

32. Existing Dental Sources shall mean a dental discharger that is not a Dental New Source.

33. Food Service Facilities shall include, but are not limited to, retail establishments selling prepackaged foods, prepared foods and or drinks for consumption either on or off the premises. Institutional kitchens are included, but not limited to, schools, hospitals, convalescent/health care homes, community centers, fire stations etc., also, lunch counters and refreshment stands selling prepackaged and prepared foods/drinks for immediate consumption. Restaurants, lunch counters, and drinking places operating as a subordinate service facility by other establishments are also included.

34. Grab Sample shall mean a sample taken from a waste stream without regard to the flow of the waste stream and over a period of time not to exceed fifteen (15) minutes.

35. General Manager shall mean the General Manager of the Borrego Water District or his designee, agent, representative, coordinator or inspector.

36. Incompatible or Non-Conventional Pollutant shall mean any pollutant which is not a compatible pollutant as defined herein.

37. Indirect Discharger shall mean any User which discharges or has a potential to discharge wastewater to a septic tank, cesspool, chemical toilet, or private sewer system which, from time to time, is serviced by a Liquid Waste Hauler permitted by the District to discharge to POTW.

38. Industrial User shall mean any discharger of non-domestic wastewater to a collection agency's sewer main either directly or indirectly; also, any discharger who has the potential to discharge non-domestic wastewater.

39. Industrial Wastewater shall mean, unless otherwise exempted, all liquid carried wastes including, but not limited to, all wastewater from any producing, manufacturing, processing, institutional, commercial, restaurant, agriculture, or other operation where the wastewater discharged contains quantities of wastes of non-human origin and excluding domestic wastewater, rainwater, uncontaminated groundwater, storm water, and drainage of uncontaminated water.

40. Inspector shall mean a person authorized by BWD to inspect any establishment directly or indirectly discharging or anticipating discharge to a public sewer main or a WRF.

41. Interference shall mean a discharge by a User which, alone or in conjunction with discharges by other sources, inhibits or disrupts the District's WRF, its treatment processes or operations, or its sludge processes (biosolids) use or disposal; and which is a cause of a violation of any requirement of the WRF's discharge order (including an increase in the magnitude or duration of a violation), or of the prevention of sewage sludge (biosolids) use or disposal in compliance with applicable Federal, State, and local regulations (per 40 CFR 403.3).

42. Liquid Waste Hauler shall mean the same as Waste Hauler.

43. Local Limits shall mean a set of technically based discharge limits that are developed by the District to protect the public sewer system and to prevent sludge (biosolids) contamination or violation of effluent or biosolids discharge requirements. Local Limits established by the District may include numeric effluent standards or BMPs. Refer to Table A (Section 3498).

44. Mass Emission Rate shall mean the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

45. New Source shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307c of the Act. (See also 40 CFR 403.3)

46. Non-contact Amalgam (scrap) is excess mix leftover at the end of a dental procedure.

47. Oil and Grease shall mean any petroleum derived products (e.g. oils, fuels, lubricants, solvents, cutting oils, mineral oils), any vegetable, plant, and/or nut derived products (e.g. oils, shortenings, water soluble cutting oils, etc.) or any animal derived products (e.g. fats, oils, greases, etc.) in part or in combination.

48. Non-domestic Wastewater shall mean all wastewater except domestic wastewater and pollutant-free wastewater. This shall also mean Industrial Wastewater.

49. Non-Significant Industrial User (NSIU) shall mean any industrial user that is not classified as a Categorical or Significant Industrial User.

50. Normal Working Day shall mean the period of time during which production and/or operation is taking place.

51. Pass Through shall mean the discharge of pollutants through the WRF effluent into water of the United States in quantities or concentrations, which cause the discharge to be in whole or in part of a violation of any requirement of the WRF's discharge order (per 40 CFR 403.3).

52. Permittee shall mean a person who has applied for and received permission to discharge into the District's sewer system subject to the requirements and conditions established by the District.

53. Person shall mean any individual, partnership, company, firm, association, corporation or public agency, including the State of California and the United States of America.

54. Pollutant shall mean any constituent or characteristic of wastewater on which a discharge limitation or prohibition may be imposed either by the District or the regulatory agencies empowered to regulate the District.

55. Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharge of the wastewater into an agency's sewer system. The reduction or alteration may be accomplished by physical, chemical or biological process or process changes, or by other means.

56. Pretreatment Facility shall mean any works or devices for the treatment or flow control of wastewater prior to discharge.

57. Pretreatment Requirements shall mean any substantive or procedural requirements related to pretreatment imposed on a user, other than a pretreatment standard.

58. Pretreatment Standard(s) shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to Section 403.5, or BMPs established as part of categorical pretreatment standards or local limits.

59. Priority Pollutants shall refer to a list of 126 specific pollutants that includes heavy metals and specific organic chemicals. The Priority Pollutants are a subset of "toxic pollutants" as defined in the Act.

60. Public Agency shall mean the State of California or any city, county, special district, other local authority or public body within this state.

61. Publicly Owned Treatment Works (POTW) or Water Reclamation Facility (WRF) shall mean treatment works as defined by Section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act. This definition includes any devices

and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and lift stations and other conveyance systems that convey wastewater to a POTW.

62. Public Nuisance shall mean anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and (3) occurs during or as a result of the treatment or disposal of wastes.

63. Qualified Professional shall mean any person who by virtue of education, training, or experience is qualified to evaluate and assess wastewater discharges and violations of the ordinance.

64. RCRA shall mean Resource Conservation and Recovery Act of 1976, Public Law 94-580 and amendments thereto, and its regulations as found in 40 CFR Parts 260-266 and Part 270 as amended.

65. Recreational Vehicle (RV) as defined in CA Health and Safety Code Section 18010.

66. Regulatory Agencies shall mean those agencies having oversight of the operation of the District, including but not limited to the following:

    a. United States Environmental Protection Agency (EPA);
    b. California Environmental Protection Agency (Cal-EPA);
    c. California State Water Resources Control Board (SWRCB);
    d. California Regional Water Quality Control Board, Santa Ana Region (RWQCB, SAR);
    e. California Regional Water Quality Control Board, San Diego Region (RWQCB, SDR)

67. Residential User shall mean a household which discharges only domestic wastewater from a dwelling unit.

68. Responsible Party shall mean:

a. if the User is a corporation, a responsible corporate officer, that is:
1. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

2. the manager of one or more manufacturing, production, or operation facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

b. if the User is a partnership or sole proprietorship a general partner or proprietor, respectively.

c. if the User is a Federal, State, or local governmental entity, or their agents, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

d. a duly authorized representative of the individual designated in paragraph A, B or C of this definition if:

1. The authorization is made in writing by the individual described in paragraph (A), (B) or (C);

2. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or well field

superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

3. The written authorization is submitted to the District.

e. If an authorization under paragraph D of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraph D of this section must be submitted to the District.

69. Sanitary Wastewater shall mean domestic quality wastewater from other than a dwelling unit.

70. Septic Tank shall mean a watertight receptacle, which receives the discharge from a sewer system and is designed and constructed to retain solids, digest organic matter through a period of detention, and allow the liquids to discharge for disposal.

71. Sewer system means the publicly owned wastewater collection and treatment system.

72. Significant Industrial User (SIU) shall mean:

A. A user subject to categorical pretreatment standards as determined on a case by case basis by the GM; or

B. A user that:

1. Discharges an average of twenty-five thousand (25,000) gallons per day (gpd) or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);

2. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the WRF; or

3. Is designated as such by the District on the basis that it has a potential for adversely affecting the WRF's operation or for violating any pretreatment standard or requirement.

C. Upon a finding that a user meeting the criteria in Subsection (B) has no reasonable potential for adversely affecting the WRF's operation or for violating any pretreatment standard or requirement, the District may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8 determine that such user should not be considered a significant industrial user.

73. Significant Non-Compliance (SNC) shall mean any user with compliance violations, which meet one or more of the following criteria:

A. Chronic violations of wastewater discharge limits, defined as those in which sixty-six (66%) percent or more of all of the measurements taken during a six-month (6) period exceed (by any magnitude) the instantaneous limit, daily maximum limit or the average limit for the same pollutant parameter;

B. Technical review criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all of the measurements taken during a six-month (6) period equal or exceed the product of the instantaneous limit, daily maximum limit or the average limit times the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

C. Any other violation of a pretreatment effluent limit (instantaneous, limit, daily maximum or longer-term average) that the District determines has caused, alone or in combination with other discharges, interference or pass

through (including endangering the health of District personnel or the general public);

D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, by ninety-days (90) or more after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance;

F. Failure to provide required reports such as baseline monitoring reports, ninety-day (90) compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules within thirty days of the due date;

G. Failure to accurately report non-compliance;

H. Any other violation or group of violations, which the District considers to be significant

74. Single Pass Cooling shall mean unpolluted water used for the absorption and immediate discharge of excess thermal energy to the environs prior to heat exchange and reuse.

75. Slug Discharge shall mean any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge. Also included are such discharges that have a reasonable potential to cause interference or pass-through, or in any other way violate District regulations. Additionally, SIUs are required to notify the District immediately of any changes at their facilities affecting the potential for a slug discharge.

76. Spill Containment shall mean a protection system installed by the user to prohibit the accidental discharge to the sewer of incompatible pollutants.

77. Toxic Pollutants shall mean those substances which, individually or when combined with other substances normally found in domestic sewage, result in wastes in an agency's sewer system in concentrations or quantities which could have an adverse or harmful effect on such sewer system facilities, sewage treatment plant operations and maintenance personnel or equipment, treated sewage effluent quality, water reclamation procedures, public or private property, or which may endanger the public, local environment, or create a public nuisance.

78. User shall mean any person who discharges or causes a discharge of domestic or non-domestic wastewater directly or indirectly to the District's WRF. User shall mean the same as Discharger.

79. Violation shall mean an event or condition at a user's facility or dwelling that is prohibited by Ordinance, control mechanism, Order, and/or policies and standards established by the Districts Pretreatment Program.

80. Violation Charge shall mean that charge levied against a discharger for costs incurred by the District as a result of a waste discharge violation.

81. Waste Discharge Authorization shall mean the revocable permission to discharge wastewater to the public sewer main possibly subjected to technically based limits on wastewater constituents, characteristics and/or policies and standards established by the Districts Pretreatment Program.

82. Waste Discharge Permit (WDP) shall mean the periodically renewable, revocable permission to discharge industrial wastewater to the public sewer main subject to technically based limits on wastewater constituents, characteristics and/or policies and standards established by the Districts Pretreatment Program.

83. Waste Discharge Violation shall mean the failure by a user to comply with the ordinance, or any conditions or reporting requirements as contained in their control mechanism.

84. Waste Hauler shall mean any commercial pumper that is permitted by Riverside County Department of Health as a Non-Hazardous Liquid Waste Hauler, discharging portable/chemical toilet, domestic and sanitary wastewater only. This definition shall also mean septic tank pumper and liquid waste hauler.

85. Water Reclamation Facility (WRF) shall mean the District's sewage treatment plants designed to serve specific areas of the District.

86. Wastewater Facilities shall mean any and all facilities used for collecting, conveying, pumping, treating and disposing of wastewater and biosolids.

87. Zero Discharger shall mean a Categorical User that discharges no process wastewater to the POTW besides domestic wastewater.

Words used in the ordinance in the singular may include the plural and the plural the singular. Use of masculine shall mean feminine and use of feminine shall mean masculine. Shall is mandatory; may is permissive or discretionary.

§ 3413. GENERAL SEWER USE REQUIREMENTS (Sections 3413 through 3431)

§ 3413.5 Prohibited Discharge Standards.

A. General Prohibitions. No user shall introduce or cause to be introduced into the District's sewer system any pollutant or wastewater which, alone or in conjunction with other substances, may cause pass through and/or interference, or any wastewater which has the potential to adversely or harmfully effect the District's sewers, maintenance personnel, wastewater treatment plant personnel or equipment, treatment plant processes or the quality of treatment plant effluent or biosolids, public or private property, or wastes which may otherwise endanger the public, the environment, or create a public nuisance. These general prohibitions apply to all users whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

B. Specific Prohibitions. No user shall introduce or cause to be

introduced into the District's sewer system the following pollutants, substances, or wastewater:

1. Pollutants which can create a fire or explosive hazard in the District's WRF or collection system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140^{O}F (60^{O}C) using the test methods specified in 40 CFR 261.21;

2. Wastewater having a pH less than 6.0 or more than 11.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW;

3. Any solids or viscous substances of such size or in such quantity, condition, or nature that they may cause obstruction to flow in the sewer or be detrimental to proper wastewater treatment plant operations. These objectionable substances include, but are not limited to, fats, oils, grease, asphalt, dead animals, concrete, ashes, sand, mud, straw, industrial process shavings, metal, glass, diatomaceous earth, rags, feathers, tar, plastics, wood, paunch manure, bones, hair and/or fleshing's, entrails, disposable dishes, disposable cups, paper towels or other similar paper products whole or ground or any materials which tend to solidify or collect in the sewer and may obstruct wastewater flow.

4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, could cause interference with the District's WRF's or collection system;

5. Wastewater having a temperature greater than 140^{O}F (60^{O}C), or which will inhibit biological activity in the WRF resulting in interference, but in no case wastewater which causes the temperature at the introduction into the WRF to exceed 104^{O}F (40^{O}C);

6. Any petroleum oil, refined petroleum products, or products of mineral origin in amounts, which has the potential to cause interference or pass- through;

7. Any non-biodegradable or biodegradable cutting oils,

commonly called soluble oils, which form persistent water emulsions; including engine/machine coolants and ethylene glycol.

8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the District's WRF or collection system in a quantity that may cause acute worker health and safety problems;

9. Trucked or hauled pollutants, except at discharge points designated by the District;

10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, may create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

11. Wastewater, which imparts color, which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the WRF's effluent;

12. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may cause Interference, pass-through, or violation of applicable State or Federal regulations;

13. Storm water, surface/yard water, ground water, sulfur water, artesian well water, roof runoff, subsurface drainage, hot springs water, swimming pool/spa drainage and filter backwash, condensate, deionized water, non-contact cooling water, recreation vehicle (RV) holding tank waste and unpolluted wastewater;

14. Sludges, screenings, or other residues from the pretreatment of industrial wastes;

15. Detergents, surface-active agents, or other substances, which may cause excessive foaming in the District's WRF or collection system;

16. Wastewater required to be manifested under RCRA;

17. Solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, mortuaries, medical

laboratories or other medical facilities including, but not limited to, hypodermic needles, syringes, instruments, IV bags, utensils or other paper and plastic items of a disposable nature, also including, but not limited to, pharmaceutical wastes such as antibiotics, painkillers, antineoplastic, and controlled substances;

Infectious wastes may not be discharged to the District's sewer system without prior written authorization from the District. All dischargers who wish to discharge infectious waste must make the request in writing and include the source and volume of the infectious waste. The District shall have the authority to require that any discharge of an infectious waste to the sewer system be rendered non-infectious prior to discharge;

18. Dissolved sulfides above a concentration of 0.1 mg/l or wastes which contribute to excessive sulfide production;

19. Any quantities of herbicides, germicides, biocides, algaecides, pesticides, fertilizers or any types of bacteriological retardation type compounds. This shall include any of the following substances: DDT (both isomers), DDD, DDE, Aldrin, Chlordane, Dieldrin, Endosulfan (alpha, beta and sulfate), Endrin, Aldehyde, Heptachlor, Perchloroethylene, Heptachlor Epoxide, Lindane, Disulfoton, Formaldehyde, Phorate, Glutaraldehyde, Dichlorobenzene and/or Toxaphene;

20. Any quantity of Dissolved Organic Halides (DOX), also known as Purgeable Halocarbons;

21. Any quantity of any of the following compounds: Arochlors 1221, 1228, 1232, 1242, 1254, 1260 and 1262. Any quantity of TCDD equivalents.

C. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the District's sewer system.

§ 3414.

§ 3415. <u>Local Limits.</u>

A. No user shall discharge or cause to be introduced directly or indirectly into the District's collection system, a quantity or

quality of wastewater, which exceeds the Local Limits on discharges to the POTW, established by the District. (Refer to Table A – Section 3498)

B. Local Limits apply at the point where the wastewater is discharged to the POTW, except for BMPs. The District may impose limitations based on concentrations of pollutants in milligrams per liter (mg/L) or as an amount of pollutants in pounds per day (lbs./day).

C. As an alternative to numeric local limits, the General Manager may impose as local limits BMPs that protect against pass-through or interference, provided that such BMPs allow for

verification of compliance. No User shall discharge wastewater to the sewer system contrary to the BMPs established by the District.

§ 3416. Limitations On Water Softeners.

Residential water softeners will be regulated in accordance with State law. Industrial and commercial users may not discharge wastewater from the regenerative process of onsite water softening units into the Districts sewer system. Any person installing or operating a water softener apparatus of any kind shall make such apparatus accessible to the District for inspection at all times and shall submit pertinent information as requested by the District.

§3417. Accidental Discharge/Slug Control Plans.

The General Manager shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control slug discharges. The General Manager may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the General Manager may develop such a plan for any users. A user must implement any plan or action required by this section. An accidental discharge/slug control plan shall address, at a minimum, the following:

A. Description of discharge practices, including non-routine batch discharges;

B. Description of stored chemicals;

C. Procedures for immediately notifying the General Manager of any accidental or slug discharge, as required by Section 3454 of the ordinance;

D. Procedures or BMPs to prevent adverse impact from any accidental or slug discharge. Such procedures or BMPs may include but are not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

The General Manager shall evaluate each significant industrial user for accidental discharge/slug discharge control plans within one year of the user being identified as significant. The District shall re-evaluate the need for an accidental

discharge/slug control plan for each user prior to reissuance or revision of the user's control mechanism or following notification of changed discharge conditions pursuant to 40 CFR 403.12(i) or 40 CFR 403.8(f)(2)(vi). Any significant industrial user must implement any plan required by this section.

§3418. Discharges of Oxygen-Demanding Wastes.

The General Manager shall evaluate each user for impacts to District treatment facilities that may occur as a result of the discharge of oxygen-demanding wastes. As part of this evaluation, the General Manager may require industries with the potential for discharges of wastewater containing high oxygen-demanding loads (which may include breweries, microbreweries, food processing facilities, or wine processing facilities) to submit information to the District, and any user required to do so must submit information, that characterizes:

A. The concentration of biochemical oxygen demand (BOD) or chemical oxygen demand (COD);

B. Maximum and average anticipated discharge flows and oxygen-demanding loads;

C. Times of the day when maximum discharge of oxygen-demanding wastes may occur; and

D. Any facilities, operations, BMPs or other actions proposed by the discharger to mitigate impacts associated with the discharge of oxygen-demanding wastes.

The General Manger shall consider site-specific and discharge-specific factors in establishing numerical or narrative BOD or COD discharge standards within the user's control mechanism to ensure compliance with Prohibited Discharge Standard Section 3413.5 ~~3.100~~ B.4. Such site-specific factors may include evaluating: (1) industrial user discharge flows, oxygen-demanding loads, and discharge timing; (2) the availability and allocation of wastewater sewer system assimilative capacity downstream from the user's discharge; (3) treatment plant design specifications for treating oxygen-demanding waste loads; (4) potential economic impacts to the District associated with accepting oxygen-demanding waste loads; and (5) potential facilities, operations, BMPs, and other actions proposed by the discharger to mitigate impacts associated with the discharge of oxygen-demanding wastes. A user must comply with any numeric and narrative discharge standards included in the user's control mechanism pursuant to this section.

§ 3419. Right of Revision.

The District reserves the right to establish, by ordinance, Waste Discharge Authorizations or in Waste Discharge Permits, more stringent

standards, conditions or requirements on discharges to the District's WRF's or collection system in accordance with 40 CFR 403.18.

§ 3420. Dilution.

No user shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable standards or requirements. The District may impose such limitations on the amount, in lbs./day, of pollutants discharged by users who are using dilution to meet applicable standards or requirements, or in other cases when the imposition of such limitations is appropriate.

§ 3421. Liquid Waste Hauler Permit Applications. (Sections 3421-3422)

BWD does not accept liquid waste from Liquid Waste Haulers.

§ 3423. Use of and Damage to District Equipment or Facilities.

A. No person shall enter, break, damage, destroy, uncover, deface or tamper with any temporary or permanent structure, equipment or appurtenance which is part of the District's collection system or WRF.

B. Any person who discharges or causes the discharge of wastewater or materials, which cause detrimental effects on the Districts collection system, WRF, the environment or any other damages, including the imposition of fines by Federal, State or other regulatory agencies against the District, shall be liable to the District for all damages and fines incurred including all legal and administrative expenses. An administrative fee of fifty (50%) percent of the Districts repairs and personnel costs shall be added to these charges. All charges shall be due and payable to the District within thirty (30) days of invoicing by the District.

§ 3424. Building Sewers.

All building sewers connected to the District's wastewater collection systems shall be regularly and adequately maintained by the property owners, so as to prevent sewer blockages and/or spills caused by damage to the building sewer. All construction, reconstruction, or maintenance of a building sewer shall be accomplished by the property owner at their sole expense. All new construction and repair work shall be in accordance with District construction standards.

§ 3425. Charges For Excessive Sewer Maintenance.

No person shall discharge or cause to be discharged to a District's sewer system, either directly or indirectly, any waste that obstructs, interferes with, or otherwise requires excessive maintenance of any District's sewer or sewerage facility; including any waste that creates a stoppage or breakage; any toxic, hazardous or odorous condition; or any damage or deterioration of any District's sewer or sewerage facility. Any excessive sewer or sewerage maintenance expenses or reconstruction costs including administrative costs attributable thereto shall be charged to the discharger causing or contributing to such conditions. Any refusal to pay such charges shall constitute a violation of the ordinance.

§ 3426. Improper Use Of Connected Sewers.

The District may inspect any building sewer or collecting sewers that discharge wastewater directly or indirectly to the District's public sewer system. If the District determines that the improper use, maintenance, or construction of a building sewer or collecting sewer causes or contributes to the discharge of septic wastewater, excessive groundwater, debris or any other objectionable substance to the District's public sewer main, the District may give notice of the unsatisfactory condition to any discharger contributing to such condition and shall direct that condition be corrected. In the event of a failure to comply with the District's directive, the District may disconnect such building sewer or collecting sewer from the District's sewer system.

§ 3427. Inspection of Construction.

A. Any person seeking to connect a building sewer or interior plumbing from a facility to the sewer system shall first submit an application and receive approval from the GM prior to commencing construction. Field inspections are required

during construction and prior to back filling any trenches. A twenty-four (24) hour advance inspection request (excluding weekends and holidays) is required. If any construction is performed prior to District approval or before inspections are performed the work may be required to be exposed and may have to be altered to meet District requirements.

B. No wastewater shall be discharged into any sewerage facility tributary to a District facility prior to obtaining final construction approval and after all appropriate fees have been paid.

§ 3428. Availability of District Sewerage Facilities.

If wastewater conveyance and treatment capacity is not available, the District may require any industrial wastewater discharger to restrict a discharge until sufficient capacity can be made available. When requested, the District will advise persons desiring to locate new facilities in those areas where industrial wastewater of their proposed quantity and quality can be accommodated by available wastewater facilities. The District may, in its sole and reasonable discretion, refuse service to persons locating facilities in areas where their proposed quantity or quality of industrial wastewater would adversely affect the available wastewater facilities.

§ 3429. Flow Measurement.

All industrial users who discharge twenty - five thousand gallons per day (gpd) or more of industrial wastewater, or as otherwise required by the District, shall install a continuous monitoring flow meter capable of measuring the industrial user's discharge to the Districts collection system. The flow measurement device shall conform to standards issued by the District. Regarding industrial users who were discharging to the District's collection system prior to the adoption of the ordinance, the District may evaluate each discharger on a case-by-case basis.

§ 3430. Anti-Flooding Device.

Whenever, in the opinion of the District, there exists the possibility of domestic or non-domestic wastewater from a District collection system flooding private property as a result of a restriction or stoppage from a District collection system, an anti-flooding device (backwater valve), approved by the District, shall be installed and connected to a building sewer. This device shall be purchased, installed, and maintained at the discharger's expense.

§ 3431. Confidential Information.

In accordance with 40 CFR 403.14 any information submitted to the District pursuant to these regulations may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission in the manner prescribed on the application form or instructions, or in the case of other submissions, by stamping the words "*confidential business information*" on each page containing such information. If no claim is made at the time of submission, BWD may make the information available to the public without further notice. If a claim is asserted, the information will be treated in accordance with applicable law.

§ 3432. CONTROL MECHANISMS. (Sections 3432 through 3460)

Wastewater Analysis (Section 3432 through 3441) - When requested by the District, a user must submit information on the nature and characteristics of its wastewater within sixty (60) days of the request. The District may prepare a form for this purpose and may periodically require users to update this information.

§ 3433. Control Mechanism Requirements.

A. All industrial users shall notify the District of the volume and characteristics of their wastewater at least sixty (60) days prior to commencing their discharge on a form provided by the District. This notification shall include but not be limited to any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater being introduced into the WRF.

B. It shall be unlawful for any industrial user to discharge wastewater either directly or indirectly into the District's sanitary sewer system without first obtaining a control mechanism or other authorization from the GM. Any violation of the terms and conditions of a control mechanism shall be deemed a violation of the ordinance and subject the user to the sanctions set out in Sections 3461 – 3485 and/or the District's Enforcement Response Plan. Obtaining a control mechanism does not relieve the user of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

§ 3434. New Connections.

Any categorical or SIU required to obtain a control mechanism who proposes to begin or recommence discharging into the District's sewer system must apply for such control mechanism prior to the beginning or recommencing of such discharge. An application for this control mechanism, in accordance with Section 3437 must be filed at least sixty (60) days prior to the date upon which any discharge will begin.

§ 3435. Responsibility of Users.

It shall be the responsibility of the user and/or discharger to comply with all the provisions of the ordinance. The omission to act by the District and/or

the failure of the District to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of the ordinance, including, but not limited to, such requirements regarding permitting, pretreatment of wastewaters, monitoring, sampling and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under the ordinance prior to any discharge of wastewater, whether or not the user has been informed by the District of the requirements, which may apply to the user regarding its discharge.

§ 3436. **Class of Users.**

A. The District will classify all users in accordance with the activities conducted on the premises where the discharge occurs. The purpose of the classification is to facilitate regulation of discharges to the District's POTWs on the basis of each user's waste discharge quality and quantity. The classification shall further provide a means of imposing an appropriate level of oversight, control and enforcement according to the source of the discharge. The classification system will also allow equitable recovery of capital and operating costs for the Districts Pretreatment Program.

1. Users are categorized as Class I, II, III, IV, V or VI as defined in Section 3412.C (11-16)

B. All classes of users shall apply for and must receive a Waste Discharge Permit or authorization prior to discharging wastewater to the District's POTW.

C. Residential users, under normal circumstances, will not be required to apply for or receive a control mechanism as defined in the ordinance, providing that said residential user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth in the ordinance.

§ 3437. **Waste Discharge Application Contents.**

All users required, or who may be required, to obtain a control mechanism must submit a Waste Discharge Application or other type of document as required by the District. The District may require all users to submit as part of an application the following information:

A. All information required in Section 3448;

B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals

used or stored at the facility, which are or could accidentally or intentionally be discharged to the District's sewer system;

C. Number and type of employees, hours of operation, and proposed or actual hours of operation;

D. Each product produced by type, amount, process or processes, and rate of production;

E. Type and amount of raw materials processed (average and maximum per day);

F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

G. Time and duration of discharges; and

H. Any other information as may be deemed necessary by the District to evaluate the Waste Discharge Application, including projected discharge water quality concentrations or mass loads.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision and resubmittal.

§ 3438. Application Signatories and Certification.

All Waste Discharge Applications and user reports must be signed by a responsible corporate officer (as defined in 40 CFR 403.12 of the user and shall contain the following certification statement:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

§ 3439. Control Mechanism Decisions.

The District will evaluate the data furnished by the user and may require additional information. Within forty-five (45) days of receipt of a complete Waste Discharge Application, the District will determine whether or not to issue or

modify a control mechanism. The District may deny any application for a control mechanism.

§ 3440. Control Mechanisms Duration.

A. A Waste Discharge Permit shall be issued for a specified time period, not to exceed three (3) years from the effective date of the permit. A Waste Discharge Permit may be issued for a period less than three (3) years, at the discretion of the District's Pretreatment Program. Each Waste Discharge Permit will indicate a specific date upon which it will expire.

B. A Waste Discharge Authorization may be issued for an indefinite time period, subject to review and reconsideration at the discretion of the District.

C. A Special Agreement shall be issued for a specified time period, set forth in the terms of the Special Agreement.

§ 3441. Waste Discharge Permit Contents.

A. Waste Discharge Permit shall include such conditions as are deemed reasonably necessary by the District to prevent pass through or treatment process interference, protect the quality of the water body receiving the WRF's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the WRF and the District's collection system.

Waste Discharge Permits may contain:

1. A statement that indicates Waste Discharge Permit duration, which in no event shall exceed three (3) years;

2. A statement that the Waste Discharge Permit is nontransferable in accordance with Section 3444;

3. Effluent limitations or BMPs determined by the General Manager to be required in order to ensure compliance with general Pretreatment Standards (40 CFR 403), Local Limits, or Categorical Pretreatment Standards;

4. Sludge control requirements or slug control preventative actions for Significant Industrial Users, as deemed necessary by the General Manager;

5. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling locations, frequency, and sample type based on Federal, State, and local laws. The reporting requirements shall also include compliance information for BMPs required under Categorical Pretreatment Standards or BMPs required under District local limits;

6. Slug control discharges per 40 CFR 403.8 shall be referenced in SIU control mechanisms.

7. A statement of applicable civil and criminal penalties for violations of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

B. Waste Discharge Permits may contain, but need not be limited to, the following conditions:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. Requirements for the installation and maintenance of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the District's sewer system;

3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;

4. Development and implementation of waste minimization plan to reduce the amount of pollutants discharged to the District's sewer system;

5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the District's sewer system;

6. Requirements for installation and maintenance of inspection and sampling facilities and pretreatment equipment;

7. Concentration or mass load limits determined by the General Manager as being required to ensure compliance with Prohibited Discharge Standards established in Section 3413.5;

8. A statement that compliance with the Waste Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the Waste Discharge Permit; and

9. Other conditions as deemed appropriate to ensure compliance with the ordinance, and State and Federal laws, rules, and regulations.

§ 3442. <u>Waste Discharge Permit Appeals. (Sections 3442 through 3446)</u>

1. A. Any person, including the user, may petition in writing to the District Pretreatment Department to reconsider the terms of a Waste Discharge Permit within thirty (30) days of notice of its issuance. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

2. In its petition, the appealing party must indicate the Waste Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the Waste Discharge Permit.

3. The effectiveness of the Waste Discharge Permit shall not be stayed pending the appeal.

4. If the District fails to act within thirty (30) days of the filing of a petition in writing for reconsideration, the petition for reconsideration shall be deemed denied.

B. Any person, including the User, may petition the Board of Directors to reconsider the decision of the District.

1. If the Board of Directors fails to act within thirty (30) days of the filing of a petition for reconsideration, the petition for reconsideration shall be deemed denied. Decisions not to issue a Waste Discharge Permit, not to reconsider the provisions of a Waste Discharge Permit, or not to modify the provisions of a Waste Discharge Permit shall be considered final administrative actions for the purpose of judicial review.

C. Any party aggrieved by a final Waste Discharge Permit action may obtain review of the action by filing in court a petition for writ of mandate within ninety (90) days following the effective date of the action. If no aggrieved party petitions for writ of mandate within the time provided by this section, a final Waste Discharge Permit administrative action shall not be subject to review by any court or agency. The evidence before the court shall consist of the record before the District, and any other relevant evidence, which in the judgement of the court, should be considered to effectuate and implement the policies of the ordinance. Except as otherwise provided in this section, subdivisions (e) and (f) of the Code of Civil Procedures sections 1094.5 and 1094.6 shall govern proceedings pursuant to this section.

§ 3443. Waste Discharge Permit Modification.

The District may modify a Waste Discharge Permit for good cause including, but not limited to, the following reasons:

A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

B. To address significant alterations or additions to the discharger's operation processes, or wastewater volume or character since the time of Waste Discharge Permit issuance;

C. A change in the WRF that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Information indicating that the permitted discharge poses a threat to the District's collection system, District personnel, WRF or the receiving waters;

E. Violation of any terms or conditions of the Waste Discharge Permit;

F. Misrepresentation or failure to fully disclose all relevant facts in the Waste Discharge Application or in any required reporting;

G. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13;

H. Correction of typographical or other errors in the Waste Discharge permit; or

I. Other terms and conditions determined to be necessary to protect the District's POTW.

§ 3444. Waste Discharge Permit Transfer.

Waste Discharge Permits shall not be transferred to a new owner or business operator. New applications will need to be submitted for review prior to commencing discharge to the POTW.

§ 3445. Waste Discharge Permit Revocation.

A. A Waste Discharge Permit may be revoked for good cause including, but not limited to the following reasons:

1. Failure to notify the District of significant changes to the wastewater prior to the changed discharge;

2. Failure to provide prior notification to the District of changed conditions pursuant to Section 3452;

3. Misrepresentation or failure to fully disclose all relevant facts in the Waste Discharge Application or other related documents;

4. Falsifying self-monitoring reports;

5. Tampering with monitoring equipment;

6. Refusing to allow the District timely access to the facility premises and records;

7. Failure to meet effluent limitations;

8. Failure to pay fines and penalties;

9. Failure to pay monthly sewer and/or sewer connection fees;

10. Failure to meet compliance schedules;

11. Failure to complete a wastewater survey or the Waste Discharge Application or other documents as required by the District;

12. Violation of any pretreatment standard, requirement, or condition or any terms of the Waste Discharge Permit or the ordinance.

B. Waste Discharge Permits shall be void upon cessation of operations or transfer of business ownership. All Waste Discharge Permits issued to a particular user are void upon the issuance of a new Waste Discharge Permit to that user.

C. Waste Discharge permit revocation is subject to appeal as set forth in Section 3477.

§ 3446. Waste Discharge Permit Reissuance.

A user with an expiring Waste Discharge Permit shall apply for Waste Discharge Permit reissuance by submitting a complete Waste Discharge Application (or a statement signed by the responsible party that there are no changes to the application previously submitted), in accordance with Section 3437, a minimum of sixty (60) days prior to the expiration of the user's existing Waste Discharge Permit.

§ 3447. Reporting Requirements. (Sections 3448 through 3460)

§ 3448. Baseline Monitoring Reports.

A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6, whichever is later, existing categorical users currently discharging to or scheduled to discharge to the District's collection system shall submit to the District a

report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the District a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants to be discharged.

B. Users described above shall submit the information set forth below.

1. Identifying Information - The name and address of the facility, including the name of the operator and owner.

2. Environmental Permits - A list of any environmental control permits held by or for the facility.

3. Description of Operations - A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram, which indicates points of discharge to the District's collection system from the regulated processes.

4. Flow Measurement - Information showing the measured average daily and maximum daily flow, in gallons per day, to the District's collection system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6.

5. Measurement of Pollutants -

    a. The categorical pretreatment standards applicable to each regulated process.

    b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the District, of the regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term

average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 3457.

c. A minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The District may waive flow-proportional composite sampling for any Industrial User that demonstrates that flow-proportional sampling is infeasible. In such cases, sampling may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples per day where the User demonstrates that this will provide a representative sample of the effluent being discharged. The User shall take a minimum of one (1) representative sample to compile that data necessary to comply with the requirements of this paragraph.

d. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6 in order to evaluate compliance with Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6 this adjusted limit along with supporting data shall be submitted to the District.

e. Sampling shall be performed in accordance with procedures prescribed in 40 CFR Part 136 and amendments thereto set out in Section 3458.

6. Certification. A statement, reviewed by the user's authorized representative and certified by a qualified

professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

7. Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or operation and maintenance shall be implemented. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 3449.

8. Signature and Certification. All baseline-monitoring reports must be signed and certified in accordance with Section 3438.

§ 3449. Compliance Schedule Progress Reports.

The following conditions shall apply to the compliance schedule required by Section 3448.B.7:

A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

B. No increment referred to above shall exceed nine (9) months;

C. The user shall submit a progress report to the District no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

D. In no event shall more than nine (9) months elapse between

such progress reports to the District.

§ 3450. Reports on Compliance with Categorical Pretreatment Standard Deadline.

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the District's sewer system, any user subject to such pretreatment standards and requirements shall submit to the District a report containing the information described in Section 3448.

For user's subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6, this report shall contain a reasonable measure of the user's long-term production rate. For all other user's subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 3438.

§ 3451. Periodic Compliance Reports.

A. If a permitted user monitors any pollutant using the procedures prescribed in Section 3457, the results of this monitoring shall, at a frequency determined by the District but in no case less than twice per year be reported. The report shall indicate the nature and concentration of pollutants in the discharge, which are limited by Pretreatment Standards, and the measured or estimated average and maximum daily flows for the reporting period. Where the District has imposed mass limitations on permitted users as provided for by CFR 40 403.6, the report shall indicate the mass of pollutants regulated by Pretreatment Standards in the discharge.

For dischargers subject to equivalent mass or concentration limits established by the District in accordance with the procedures in 40 CFR 403.6, the report shall contain a reasonable measure of the Users long term production rate. For all other Users subject to categorical Pretreatment Standards expressed only in terms of allowable pollutant discharge per unit of production (or other measure of operation), the report shall include the Users actual average production rate for the reporting period. . For users subject to BMPs as part of the federal categorical pretreatment standards, such reports shall include BMP compliance information required by the General Manager, or required as

part of federal pretreatment standards. All such reports must be signed and certified in accordance with Section 3438.

B. All wastewater samples must be representative of the Users discharge. Wastewater monitoring and flow measurement equipment shall be properly operated, calibrated per manufactures specifications or every six (6) months per calendar year if there are no specific requirements, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

C. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the General Manager or the ordinance, using the procedures prescribed in Section 3458, the results of this monitoring shall be included in the report.

§ 3452. Reports Of Changed Conditions.

Each user must notify the District of any planned significant changes to the user's operations or system, which might alter the nature, quality, or volume of its wastewater at least forty-five (45) days before the change is made. Each user must also notify the General Manager of any planned changes that may affect the potential for slug discharge.

A. The District may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Waste Discharge Application under Section 3437

B. The District may issue a Waste Discharge Permit under Section 3436 or modify an existing Waste Discharge Permit under Section 3443 in response to changed conditions or anticipated changed conditions.

C. For purposes of this requirement, significant changes include, but are not limited to, flow or pollutant load increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

§ 3453. Reports of A Discharge of Hazardous Waste.

Any industrial user shall give immediate notice of the discharge of

hazardous waste, as defined in 40 CFR Part 261, and in accordance with the pretreatment requirements in 40 CFR Part 403.12 (p)(1).

§ 3454. Reports Of Potential Problems.

A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the WRF or the District's collection system, the user shall immediately telephone and notify the District of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

B. Within five (5) days following such discharge, the user shall, unless waived by the District, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the District's collection system or WRF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to the ordinance.

§ 3455. Reports From Users.

All users shall provide appropriate surveys, applications, information forms and/or reports to the District as required by the Pretreatment Program.

§ 3456. Reports Of Sampling Violations/Repeat Sampling.

If sampling performed by a user indicates a violation, the user must notify the District within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the District within thirty (30) days after becoming aware of the violation. The user is not required to resample if the District monitors at the user's facility at least once a month, or if the District samples between the user's initial sampling and when the user receives the results of this sampling.

If sampling and analysis performed by the District indicates a violation, the District may notify the user of the violation and require the user to conduct the repeat sampling and analysis.

§ 3457. Analytical Requirements.

All pollutant analyses, compliance monitoring and sampling including sampling techniques, to be submitted as part of a waste discharge application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analysis must be performed in accordance with procedures approved by US EPA.

§ 3458. Sample Collection.

A. Except as indicated in Section B below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the District may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

B. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab sample collection techniques.

§ 3459. Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of the District's receipt of the report shall govern.

§ 3460. Record Keeping.

Users subject to the reporting requirements of the ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall be maintained in accordance with 40 CFR 403.12(o), and shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses; and the results of BMP monitoring and compliance. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation

concerning the user or BWD, or where the District has specifically notified the user of a longer retention period.

§ 3461. ENFORCEMENT. (Sections 3461 through 3485)

§ 3462. Compliance Inspections Monitoring, and Enforcement.

A. Enforcement Responsibility.

The District shall have primary responsibility to enforce all applicable pretreatment requirements and standards established in the ordinance and as detailed in 40 CFR 403.8.

Any of the following is a reason for enforcement action:

1. Failure to file a waste discharge permit application in accordance with provisions established in 40 CFR 403 or within the ordinance.
2. Knowingly providing false statements, representations, records, reports, or other documents to the District.
3. Falsifying, tampering or knowingly rendering inaccurate any monitoring device or method required under a control mechanism or regulations established within the ordinance.
4. Failure of the user to report significant changes in operations or wastewater constituents and characteristics in accordance with regulations established in 40 CFR 403.12.
5. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.
6. Violation of any pretreatment standard or requirement established in 40 CFR.
7. Violation of requirements or standards established in control mechanisms.
8. Violations of any requirements or local limits established in the ordinance.
9. Failure to pay fees and charges pursuant to requirements established in the ordinance.

B. Discharger Compliance Sampling.

Per requirements established in 40 CFR 403.8, the District shall randomly sample and analyze the effluent from industrial

users and conduct surveillance activities in order to identify, independent of information supplied by industrial users, occasional and continuing noncompliance with pretreatment standards. Inspection and sampling from each SIU shall be conducted at a frequency of at least once per year.

C. Non-Compliance Investigations.

The District shall investigate instances of noncompliance with Pretreatment Standards and Requirements, as indicated in the reports, self-monitoring information, or notices submitted by the discharger, or as indicated by District analysis, inspection, and surveillance activities. District sample collection, analysis, and collection of other information shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial actions.

D. Slug Control Plan Determination

Users shall comply per requirements established in 40 CFR 403.8 SIUs shall have sludge control requirements referenced within their control mechanisms. Additionally, SIUs are required to notify the District immediately of any changes at their facilities affecting the potential for a slug discharge.

E. Self-Monitoring Reports

The District shall receive and analyze self-monitoring reports and other notices submitted by dischargers in accordance with self-monitoring requirements established in 40 CFR 403.12.

F. Self-Monitoring Requirements as a Result of Non-Compliance

1. If analysis of any sample obtained by the District or by a user shows non-compliance with the applicable wastewater discharge limits set forth in the ordinance or in the permittee's discharge permit, the District may impose self-monitoring requirements on the permittee or user.

2. A user shall perform required self-monitoring of constituents in a frequency, at the specific location, and in a manner directed by the District.

3. All analyses of self-monitoring samples shall be performed by an independent laboratory acceptable to the District and submitted to the District in a form and at a frequency determined by the District.

4. All self-monitoring costs shall be borne by the user.

5. Nothing in this section shall be deemed to limit the authority of the District to impose self-monitoring as a permit condition.

G. Non-Compliance Sampling Fees.

1. If analysis of any sample of a user's discharge obtained by the District shows a violation by the user of the mass emission rates or concentration limits specified in the user's discharge permit or in the ordinance, then the user shall be subject to noncompliance sampling fees pursuant to the most current edition of the Districts Pretreatment Program Fee Schedule and/or the Enforcement Response Plan and as amended.

2. The fees specified within the Districts Pretreatment Program Fee Schedule and/or the Enforcement Response Plan as amended thereto shall be imposed for each date on which the District conducts sampling as a result of a violation by a user.

H. Non-Compliance Inspection Fees.

1. Each user is subject to routine inspections and fees. When non-compliance with any of the provisions of the ordinance or in the permittee's discharge permit is determined, a follow-up inspection may be required. Each user shall receive one follow-up inspection to verify compliance for each routine inspection without being subject to noncompliance inspection fees.

2. When it becomes necessary to perform additional inspections in order to determine compliance with the provisions of the ordinance, then the user shall pay noncompliance fees to the District pursuant to the most current edition of the Districts Pretreatment Program Fee Schedule and/or the Enforcement Response Plan as amended thereto.

§ 3463. Election of Enforcement Remedies.

The District, upon finding a violation, may employ any of the remedies set forth this article, or as otherwise authorized by law, subject to due consideration of the following factors and the District's Enforcement Response Plan:

A. The magnitude of the violation;

B. The duration of the violation;

C. The effect of the violation on WRF compliance with Discharge Order;

D. The effect of the violation on the operation of the District's sewer system, District personnel, the environment, or the public;

E. The compliance history of the user; and

F. The good faith of the user.

The District's election of remedies is not exclusive as further set forth in Section 3481.

§ 3464. <u>Notice of Violation.</u>

A. Upon finding a violation, the District may issue a notice of violation. Within ten (10) working days of the delivery of this notice, the user may respond to the Pretreatment Program Section with either an objection contesting the finding, or an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required action. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal process. Said response in no way relieves the user of liability for any violations occurring before or after the receipt of the notice of violation.

B. Upon receipt of an objection contesting a finding of violation, the Department Head will schedule a hearing within ten (10) working days at which the user may present information supporting the objection. Within five (5) working days of the hearing, the Department Head shall determine the validity of the objection, either rescinding the notice of violation or denying the objection, thereby requiring submission of the

plan of corrective action. The user may appeal the Department Head's determination as set forth in Section 3477..

§ 3465. Administrative Orders. (Sections 3465 through 3468)

Administrative Orders include, but are not limited to, Consent Orders, Show Cause Orders, Cease and Desist Orders, and Compliance Orders.

§ 3466. Consent Orders.

The District may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Section 3468. and shall be judicially enforceable.

§ 3467. Show Cause Orders.

A. The District may order a user which has been given a notice of violation and which has failed to submit an acceptable plan of corrective action or which, having submitted such a plan, fails to follow through with execution of the plan, to appear at a hearing scheduled by the General Manager to show cause why the enforcement action proposed in the Show Cause Order should not be taken.

B. The Show Cause Order shall specify the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show why the proposed enforcement action should not be taken. The Show Cause Order shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. The Order may be served on any authorized representative of the user. A Show Cause Order shall not be a bar against, or prerequisite for, taking any other action against the user.

C. At the conclusion of the show cause hearing, the District may rescind previous enforcement action; issue an appropriate Administrative Order (Consent Order, Compliance Order, or Cease and Desist Order), including assessment of fines; initiate control mechanism revocation proceedings or termination of sewer services; or direct the action on the file to Counsel for legal action.

§ 3468. Compliance Orders.

A. When the District finds a violation, he may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated.

B. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standards or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation.

C. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 3469. Administrative Fines.

A. When, subsequent to a Show Cause hearing, the District finds a violation, he may fine the user in an amount not to exceed $5,000.00 per violation per day of discharge in violation of any control mechanism or order issued hereunder, or any other pretreatment standards or requirement.

B. The user may be responsible for the District's costs of preparing administrative enforcement actions, such as notices and orders.

C. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of five percent (5%) of the unpaid balance, and interest shall accrue thereafter at a rate of one and one-half percent (1.5%) per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.

D. Users desiring to dispute an administrative fine must file a written request for the District to reconsider the fine along with full payment of the fine amount within thirty (30) days of the user's receipt of notice of the fine. Assessment of fines may be appealed pursuant to Section 3477. In the event the

user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user.

E. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 3470. <u>Emergency Suspensions.</u>

A. The District may immediately suspend a user's discharge or water supply, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons or the environment.

B. The District may also immediately suspend a user's discharge or water supply, after notice and opportunity to respond, that threatens to interfere with the operation of a WRF, or which presents, or may present, an endangerment to the environment.

C. Any user notified of a suspension of its discharge or water supply shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the District may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the District's collection system, the District's WRFs, the receiving stream, or endangerment to any individuals. The District may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the District that the period of endangerment has passed, unless the termination proceedings in Section 3471 are initiated against the user.

D. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the District prior to the date of any show cause or termination hearing under Sections 3467 or 3471.

E. Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension.

§ 3471. Termination Of Discharge,

In addition to the provisions in Section 3445, any user who violates the following conditions is subject to discharge termination:

A. Violation of Waste Discharge Permit conditions;

B. Failure to accurately report the wastewater constituents and characteristics of its discharge;

C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

E. Violation of the pretreatment standards in Sections 3413-. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 3467 why the proposed action should not be taken. Exercise of this option by the District shall not be a bar to, or a prerequisite for, taking any other action against the user.

F. Failure to pay any monthly sewer fees, pretreatment fees for service, violation fees, or sewer connection fees.

§ 3472. Published Notices For Significant Noncompliance.

In accordance with Federal Regulations, the District shall annually cause to be published the names of all Categorical or SIUs in significant non-compliance. Said publication shall be made in the newspaper of the largest daily circulation published in the District's service area.

§ 3473. Judicial Enforcement Remedies. (Sections 3473 through 3476)

In certain circumstances, judicial enforcement may be appropriate. Such remedies may include, but are not limited to, injunctive relief, civil penalties, and criminal prosecution.

§ 3474. Injunctive Relief.

When the District finds a violation, the District may petition the Superior Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the control

mechanism, order, or other requirement imposed by the ordinance on activities of the user. The District may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 3475. Civil Penalties.

A. Authority.

All users of the District's system and facilities are subject to administrative or judicial enforcement actions by the District, U.S. EPA, State of California Regional Water Quality Control Board, or the County of Riverside District Attorney. Said actions may be taken pursuant to the authority and provisions of several laws, including but not limited to: (l) Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C.A. Section 1251 et seq.); (2) California Porter-Cologne Water Quality Act (California Water Code Section 13000 et seq.); (3) California Hazardous Waste Control Law (California Health & Safety Code Sections 25100 to 25250); (4) Resource Conservation and Recovery Act of 1976 (42 U.S.C.A. Section 6901 et seq.); and (5) California Government Code, Sections 54739-54740.

B. Recovery of Fines or Penalties.

When the District must pay fines or penalties imposed by other regulatory or enforcement agencies based, and the District can establish said violation was the result of the discharge of any user, which discharge was in violation, as defined in the ordinance, the District shall be entitled to recover from the user all costs and expenses, including, but not limited to, the full amount of said fines or penalties.

C. Ordinance.

Pursuant to the authority of California Government Code Sections 54739-54740, any person who violates any provision of the ordinance, any permit condition, prohibition or effluent limit, or any suspension or revocation order, shall be liable civilly for a sum not to exceed $25,000.00 per violation for each day in which such violation occurs. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of the ordinance, or any permit condition, prohibition, or effluent limit shall be liable civilly for a sum not to exceed $25,000.00 per violation

for each day in which such violation occurs. The District shall petition the Superior Court to impose, assess, and recover such penalties, or such penalties as the District may impose, assess, and recover pursuant to Federal and/or State law.

D. Administrative Civil Penalties.

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the District may issue an administrative complaint against any person who violates:

   a. any provision of the ordinance;

   b. any permit condition, prohibition, or effluent limit; or

   c. any suspension or revocation order.

2. The administrative complaint shall be served by personal delivery or certified mail and shall specify a date and time for a hearing, which will be held within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation of the District's requirements, the provisions of law authorizing civil liability to be imposed, and the proposed civil penalty. A hearing officer designated by the Board of Directors shall hear the matter. The person against whom an administrative complaint has been issued may waive the right to a hearing.

3. At the hearing, the person shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence.

4. After the hearing, the hearing officer shall deliver a written report to the District, setting forth findings of fact, conclusions and a recommendation. Upon receipt of the written report, the District shall issue his decision and order in writing within thirty (30) calendar days after the hearing. The decision and order shall be served by personal delivery or certified mail.

5. In determining the amount of civil penalties, the

District may take into consideration all relevant circumstances, including but not limited to the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs, and corrective action, if any, attempted or taken by the person involved.

6. Civil penalties may be assessed as follows:

   a. In an amount which shall not exceed $2,000.00 for each day for failing or refusing to furnish technical or monitoring reports;

   b. In an amount, which shall not exceed $3,000.00 for each, day for failing or refusing to timely comply with any compliance schedules established by the District;

   c. In an amount, which shall not exceed $5,000.00 per violation for each day of discharge in violation of any waste discharge limit, permit condition, or requirement issued, reissued, or adopted by the District;

   d. In any amount, which does not exceed $10.00 per gallon for discharges in violation of any suspension, revocation, cease and desist order or other orders, or prohibition issued, reissued, or adopted by the District;

   e. The District has the authority to seek civil or criminal penalties in at least the amount of $1,000 a day for each violation by industrial users of pretreatment standards or requirements.

7. The District's order assessing administrative civil penalties shall be final on the thirty-first (31st) day after it is served on the person unless an appeal and request for hearing is filed with the Board of Directors before the thirty-first (31st) day. Copies of the administrative order shall be served on the party served with the administrative complaint, either by personal service or by registered mail, and a copy forwarded to other persons who appeared at the hearing and requested a copy.

8. The District's decision and order is subject to appeal to the Board of Directors pursuant to Section 3478. Any person aggrieved by a final order issued by the Board of Directors may obtain review of the order of the Board of Directors in the superior court, pursuant to Government Code Section 54740.6, by filing a petition for writ of mandate within thirty (30) days following service of the Board's decision or order.

9. Payment of any order setting administrative civil penalties shall be made within thirty (30) days of the date the order becomes final. The amount of any administrative civil penalties imposed, which have remained delinquent for a period of sixty (60) days, shall constitute a lien against the real property of the discharger from which the discharge resulting in the imposition of the civil penalty originated. The lien shall have no effect until recorded with the county recorder. The District may record the lien for any unpaid administrative civil penalties on the ninety-first (91st) day following the date the order becomes final.

10. No administrative civil penalties shall be recoverable under Section 3475 (D) for any violation for which the District has recovered civil penalties through a judicial proceeding filed pursuant to Government Code Section 54740.

E. Filing a suit for civil penalties shall not be a bar to, or a prerequisite for, taking any other action against a user.

§ 3476. Criminal Prosecution.

A user who willfully or negligently violates any provision of the ordinance, a control mechanism, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed $25,000.00, or imprisonment for not more than six (6) months, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of the ordinance and shall be subject to the penalties contained herein.

§ 3477. Appeals To General Manager.

A. General.

Any user or applicant affected by any decision, action or determination may file with the General Manager a written request for an appeal hearing. The District must receive the request within thirty (30) days of mailing of notice of the decision, action, or determination to the user or applicant. The request for hearing shall set forth in detail all facts supporting the request.

B. Notice.

The General Manager shall, within fifteen (15) days of receiving the request for appeal, designate a Hearing Officer who will hear the appeal and provide written notice to the user or applicant of the hearing date, time and place. The hearing date shall not be more than thirty (30) days from the mailing of such notice by certified mail, unless the user or applicant agrees to a later date. If the hearing is not held at the agreed time due to actions or inactions of the user or applicant, then the decision shall be deemed final.

C. Hearing.

At the hearing, the user or applicant shall have the opportunity to present information supporting its position concerning the decision, action or determination.

D. Written Determination.

After the hearing, the Hearing Officer shall deliver a written report to the General Manager setting forth findings of fact, conclusions, and a recommendation whether to uphold, modify or reverse the original decision, action or determination. Upon receipt of the written report, the General Manager shall issue his decision and order within thirty (30) calendar days of the hearing. The written decision and order of the General Manager shall be sent by certified mail. The order of the General Manager shall be final on the sixteenth (16th) day after it is mailed, unless a request for hearing is filed with the Board of Directors pursuant to Section 3478, no later than 5:00 p.m. on the fifteenth (15th) day following such mailing.

§ 3478. Appeals To The Board of Directors.

A. General.

1. Any user or applicant may appeal a decision, action, or determination made by the General Manager prior to the date that the General Manager's order becomes final, by filing a written request for hearing with the Board of Directors accompanied by an appeal fee of $2,000.00. The request for hearing shall set forth in detail all the issues in dispute and all facts supporting the request.

2. No later than sixty (60) days after receipt of the request for hearing, the Board of Directors shall either set the matter for a hearing or deny the request for a hearing.

3. A hearing shall be held by the Board of Directors within sixty-five (65) days of the date the request for a hearing was granted, unless the user or applicant and the Board of Directors agree to a later date. If the matter is not heard within the required time, due to actions or inactions of the user or applicant, the General Manager's order shall be final.

B. Granting Request for Hearing.

The Board of Directors shall grant all requests for an appeal's hearing concerning permit suspension, revocation, or denial. Whether to grant or deny the request for a hearing on appeals of other decisions of the General Manager shall be within the sole discretion of the Board of Directors.

C. Appeal Fee Refund.

The appeal fee shall be refunded if the Board of Directors denies a hearing.

D. Written Determination.

1. After the hearing, the Board of Directors shall make a determination whether to uphold, modify, or reverse the decision, action, or determination made by the General Manager.

2. The Board's decision shall be set forth in writing and shall contain findings of fact and conclusions. The written decision and order of the Board of Directors shall be sent by certified mail within sixty-five (65)

days after the close of the hearing

3. The order of the Board of Directors shall be final upon its adoption.

§ 3479. Appeal of Charges and Fees.

A. Any user or applicant may request in writing reconsideration of the imposition and collection of fees or charges, such as connection charges, sewer use charges, and waste hauler fees. Following review of such a request, the District shall notify the user or applicant by certified mail of the District's decision on the reconsideration request within thirty (30) days of the District's receipt of the request. Any user or applicant may file an appeal, which shall be heard by the Board of Directors. The District must receive the notice of appeal within thirty (30) days of the mailing of the District's decision on the reconsideration request.

B. Notwithstanding the foregoing, appeals of non-compliance sampling fees shall be made pursuant to the appeal procedure set forth in Sections 3477 and 3478.

§ 3480. Payment of Charges.

A. Except as otherwise provided, all fees, charges and penalties established by the ordinance and/or by the most current edition of the *District's Rates Fees & Other Charges (available on the borregowd.org or by calling 760-767-5806)*and as amended thereto are due and payable upon notice thereof. All such amounts are delinquent if unpaid thirty (30) days after date of invoice.

B. Any charge that becomes delinquent shall have added to it a penalty in accordance with the District's late fee policy.

C. Any invoice outstanding and unpaid after sixty (60) days shall be cause for immediate initiation of permit revocation

proceedings or immediate suspension of the permit.

D. Penalties charged under this section shall not accrue to those invoices successfully appealed.

§ 3481. Remedies Nonexclusive.

The remedies provided for in the ordinance and the most current edition of the Districts Enforcement Response Plan are not exclusive. The District may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will be in accordance with the ordinance. However, the District may take other action against any user when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant user.

§ 3482. Collection of Delinquent Accounts.

Collection of delinquent accounts shall be in accordance with the District's policy resolution establishing procedures for collection of delinquent obligations owed to the District, as amended from time to time by the Board of Directors. Any such action for collection may include an application for an injunction to prevent repeated and recurring violations of the ordinance.

§ 3483. Recovery of Costs Incurred By District.

In the event a user fails to comply with any of the terms and conditions of the District's Ordinance, an administrative order, a permit suspension or revocation, a Consent Order, or a permit issued hereunder, the District shall be entitled to reasonable attorney's fees and costs which may be incurred in order to enforce any of said terms and conditions with or without filing proceedings in court.

§ 3484. Financial Security/Amendments to Permit.

A. Compliance Deposit.

Users that have been subject to enforcement and/or collection proceedings may be required to deposit with the District an amount necessary to guarantee payment of all charges, fees, penalties, costs and expenses that may be incurred in the future, before permission is granted for further discharge to the sewer system. In the District’s sole discretion, the deposit required by this subsection may be made as a performance bond, letter of credit, cash, or other security.

B. Delinquent Accounts.

The District shall review and examine user's account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by the ordinance. The District may thereafter issue an amendment to the user's control mechanism in accordance with the provisions of Sections 3432-3460 and Section 3484.(E).

C. Bankruptcy.

Every user filing any legal action in any court of competent jurisdiction, including the United States Bankruptcy Court, for purposes of discharging its financial debts or obligations or seeking court-ordered, protection from its creditors, shall, within ten (10) days of filing such action, apply for and obtain the issuance of an amendment to its control mechanism.

D. Permit Amendments.

The District shall review and examine user's account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by the ordinance. The District may thereafter issue an amendment to the user's permit in accordance with the provisions of Sections 3432-3460 and Section 3484 (E).

E. Security.

An amendment to a control mechanism issued pursuant to Sections 3466-3468, may be conditioned upon the user depositing financial security in an amount equal to the average total fees and charges for three (3) calendar months during the preceding year. Said deposit shall be used to guarantee payment of all fees and charges incurred for future services and facilities furnished by District and shall not be used by the District to recover outstanding fees and charges incurred prior to the user filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security.

In the event the user makes payment in full within the time prescribed by the ordinance of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the control mechanism pursuant to Sections

3484 (B), (C), & (D), the District shall either return the security deposit posted by the user or credit their account.

G. Water Supply Severance.

Water service to the user may be severed for any violation. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

§ 3485. Judicial Review.

A. Purpose and Effect.

Pursuant to Section 1094.6 of the California Code of Civil Procedure, the District hereby enacts this part to limit to ninety (90) days following final decisions in adjudicatory administrative hearings the time within which an action can be brought to review such decisions by means of administrative mandamus.

B. Definitions.

As used in this section, the following terms and words shall have the following meanings:

1. Decision shall mean and include ad judicatory administrative decisions that are made after hearing, or after revoking, suspending, or denying an application for a permit or a license.

2. Complete Record shall mean and include the transcript, if any, of the proceedings, all pleadings, all notices and orders, any proposed decision by the General Manager, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its offices or agents, all written evidence, and any other papers in the case.

3. Party shall mean a person whose permit or service has been denied, suspended, or revoked.

C. Time Limit for Judicial Review.

Judicial review of any decision of the District or its officer or agent may be made pursuant to Section 1094.5 of the Code of Civil Procedure only if the petition for writ of mandate is filed

not later than the 90th day following the date on which the decision becomes final. If there is no provision for reconsideration in the procedures governing the proceedings or if the date is not otherwise specified, the decision is final on the date it is made. If there is provision for reconsideration, the decision is final upon the expiration of the period during which reconsideration can be sought; provided that if reconsideration is sought pursuant to such provision the decision is final for the purpose of this section on the date that reconsideration is rejected.

D. Preparation of the Record.

The petitioner may request, in writing, the complete record of the proceedings. The record shall be prepared by the District officer or agent who made the decision and shall be delivered to the petitioner within ninety (90) days after filing the written request. The District may recover from the petitioner its actual costs for transcribing or preparing the record.

E. Extension.

If the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition, pursuant to Section 1094.5 of the Code of Civil Procedure, may be filed shall be extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to the petitioner or the petitioner's attorney of record, if appropriate.

F. Notice.

In making a final decision, the District shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

G. Administrative Civil Penalties

Notwithstanding the foregoing in Section 3484, and pursuant to Government Code Section 54740.6, judicial review of an order of the Board of Directors imposing administrative civil penalties pursuant to Section 3475 (D) may be made only if the petition for writ of mandate is filed not later than the 30th day following the day on which the order of the Board of Directors becomes final.

§ 3486. GRAVITY SEPARATION INTERCEPTOR PROGRAM. (Sections 3486 through 3490)

Purpose And Scope:

A. All industrial and commercial users shall be required to install and maintain a gravity separation interceptor system when the District finds that it is necessary for the proper handling of (a) liquid waste containing fats, oils and grease (of animal, vegetable, plant, nut, or petroleum origin), (b) flammable wastes, (c) sand and or suspended solids that will settle, or (d) other harmful constituents which may be properly eliminated from the collection system by use of a gravity separation interceptor. The interceptor shall have a minimum operational fluid capacity of not less than 750 gallons. The interceptor system shall be watertight, structurally sound, and durable and shall have a minimum of two chambers and a sample box.

B. An interceptor system is not required for a building used solely for residential purposes except where common food preparation occurs.

C. An interceptor system shall be required when the wastewater flow from the building is anticipated to contain fats, oils, grease (of animal, vegetable, plant, nut, or petroleum origin), flammable substances, sand and or suspended solids or other harmful ingredients in amounts or concentrations which, in the sole discretion of the District, present the possibility of causing or contributing to the fouling of, the blockage of, or other damage to the District's POTW.

D. All industrial users for which a gravity separation interceptor system is required shall have an interceptor system, which shall serve only that singular establishment or business.

E. Hydromechanical grease traps may not be used as a substitute to the gravity separation interceptors required under Section 3486 A. Alternative grease interceptor devices may be approved by the District on a case-by-case basis only in circumstances where (1) installation of a 750-gallon gravity separator is impractical or not physically possible at the site, (2) the District determines that the proposed alternative grease interceptor device can achieve adequate grease removal on a sustained basis, and (3) the District determines that the alternative grease interceptor device can be

adequately maintained and serviced. As a condition of approving any such alternative grease interceptor devices, the District may establish additional requirements (over and above the requirements of Section 3488) that may include special onsite kitchen-practices, BMPs, or grease interceptor device maintenance, cleaning, or servicing requirements.

F. Existing establishments shall not be exempt from the requirements of the Ordinance. There is no Grandfather clause.

§ 3487. <u>Administration Of Interceptor Program.</u>

A. The District may administer a Gravity Separation Interceptor Program which is intended to prevent fats, oils, and grease (of animal, vegetable, plant, nut, and petroleum origin), sand, flammable liquids, and other substances which are likely to block, restrict or create a hazard within the collection system, from entering the system through use of gravity separation interceptors.

B. The District may require anyuser to install or increase the size of an interceptor system according to the guidelines set forth in the District's Standard Specifications, the most current edition of the Uniform Plumbing Code, and or any other District requirement, program or procedure prior to connection to the District or at any time after connection to the District if the District discovers or determines subsequent to the connection that the building, facility, or operation of the user produces a waste with characteristics that would require installation of an interceptor system pursuant to the ordinance.

C. The installation of a District approved sized interceptor system shall be the responsibility of the parcel owner and the entity, which applies for the connection or waste discharge permit, and the owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor system.

D. The District may determine whether a gravity interceptor or some other type of pretreatment system is required on a case-by-case basis based on an evaluation of objective criteria including but not limited to factors such as those listed hereunder:

1. The type of facility (e.g. restaurant, brewery, winery, distillery, bakery, coffee house, sandwich shop, vehicle wash, gas station, lube/oil facility, body shop, on or off-road vehicle/vessel repair/service shop etc.);

2. The peak flow of process wastewater discharged to the sewer system;

3. The type of products or materials used in the preparation, cleaning, processing or manufacturing operations carried on within the user's facility;

4. The overall potential for the discharge of fats, oils, and grease (of animal and/or, vegetable, plant, nut origin), oils/chemicals (of petroleum origin), and/or sand-laden wastewater from the facilities operation(s) to the POTW.

E. The District shall approve the interceptor size, design, location and procedures for operation and maintenance of a required interceptor system. Such approval shall be obtained prior to the user's connection of the facility to the District's collection system, in the event of new construction or remodeling.

F. In circumstances where a user has already connected (e.g. prior to adoption of the ordinance or failure by a user to contact the District regarding interceptor requirements and approval) and the District determines that an interceptor system must be installed, the user shall promptly provide for the installation of the interceptor system within a reasonable time frame (as may be set by the District), including providing design plans and operational plans for District approval prior to interceptor system installation.

G. The installation of an interceptor system as required by the ordinance on an existing users' facility shall occur within reasonable time not to exceed ninety (90) days after the user has been provided notice of the requirement that an interceptor system be installed. Upon written request and approval this ninety-day (90) limit may be extended to a maximum of one hundred and eighty days (180) from the time of the first notice.

§ 3488. <u>Interceptor Maintenance Program Requirements.</u>

A. Any user who is required by the District and/or the ordinance to install and/or operate a gravity separation interceptor system shall be required to adequately maintain the system so that such a device is in proper working order at all times. Cleaning and completely pumping out of all interceptor contents including the sample box shall be completed as needed, but in no case shall the frequency of cleaning and pumping out be less than (2) two times per calendar year.

B. All types of gravity separation interceptor systems shall be cleaned a minimum of two (2) times per calendar year by a properly licensed and permitted waste hauler or as often as necessary so as to assure that the interceptor will operate as designed at all times.

C. The use of chemicals, microbiological agents to metabolize oil and grease, or other materials for the emulsification, suspension or dissolution of oil or grease is prohibited.

D. Any users who are required to install or have in operation an interceptor system pursuant to the ordinance, may be required to have a written plan of operation or program for their facility which is intended to insure that the interceptor operates as designed to prevent grease, fats, oil (of animal, vegetable or petroleum origin), sand or other harmful constituents from entering the collection system. These procedures may include: adoption of BMPs, kitchen practices to minimize the fat, oil and grease-laden garbage which ultimately enters the facility's drains and floor traps; maintaining records of inspections by the user of the interceptor; maintaining, on-site, manifests from the licensed and permitted waste hauler servicing the interceptor system; and/or other such procedures as may be required for the proper operation of the interceptor system.

E. All gravity separation interceptor systems shall be located and maintained so as to provide immediate and easy access for maintenance and inspection at all times.

§ 3489. Prohibited Restaurant Surface Discharges.

No person who owns, operates, or maintains a restaurant shall at any time discharge any wastewater to a service dock area, parking lot, storm drain or the ground. Wastewater generated by restaurants must be disposed of through an approved gravity separation interceptor system that is connected to the District's collection system or hauled offsite to a legal disposal site.

§ 3490. Conditional Waivers For Gravity Separation Interceptors.

The District on a case-by-case basis may, in its sole and reasonable discretion grant conditional waivers for gravity separation interceptors to those users, which are determined by the District not to have any potential adverse effects on the Districts POTW. The user shall submit a written request along with a report from a licensed professional engineer supporting the request to the District and must be granted approval prior to commencing construction or remodeling. In lieu of installing a gravity separator interceptor system, and a condition of granting a conditional waiver, the District may require the user to install a sampling manhole, sample box or some other type of device as required by the District for monitoring the discharger's process waste stream.

§ 3491. DENTAL AMALGAM. (Sections 3491 through 3496)

A. All dental facilities that discharge wastewater generated from the placement or removal of amalgam to the POTW are required to install an amalgam separator, implement BMPs, and meet specific reporting and certification requirements.

B. Exempt Dental Practice. BMPs are not required for dental facilities meeting the definition of an Exempt Dental Discharger. A written request for a waiver shall be delivered to the District before the dental practice opens for business but in no case later than thirty (30) days from date the dental practice opens for business.

C. Amalgam Separator. Amalgam separators shall be installed in all dental facilities, except exempt dental practices. All amalgam separators shall meet the following criteria:

1. The amalgam separator shall be ISO11143 certified and shall be designed and approved for a flow rate capable of handling the maximum volume discharged from the dental practice it serves;

2. The amalgam separator shall be certified to meet at least a 99% solids removal or higher solids removal efficiency as specified by federal or state regulations;

3. The amalgam separator shall allow the Dental Discharger to make direct visual observations as to the level of solids in the collection container, proper solid and liquid separation, and the condition of all plumbing connections;

4. The amalgam separator shall be installed so that all amalgam-contaminated wastewater will pass through the unit before being discharged to the POTW.

5. Amalgam separators shall be installed so they are accessible at all times for cleaning and inspection;

6. Each dental practice shall be responsible for inspecting the amalgam separator(s) at least once per week and recording if the level of solids is approaching the level where maintenance is required, or other operational problems are identified. In addition, the date of visual inspection and the person performing the inspection shall be recorded on the log sheet;

7. The amalgam separator shall be serviced, at a minimum, in accordance with the manufacture's instructions or more frequently if visual inspections indicate that the level of solids is at or over 80% of the recommended maximum level;

8. Waste removed from the amalgam separator shall be collected and handled in accordance with the manufacturer's instructions and as described below.

§ 3492. <u>Best Management Practices.</u>

A. Dental New Sources: BMPs shall be implemented by the Dental Discharger upon discharge to the sewer system. The Duly Authorized Representative of the Dental New Source Discharger shall report to the District within 30 days of Discharge a report including the following information:

1. The facility name, physical address, mailing address, and contact information;

2. Name(s) of the operator(s) and owner(s);

3. A description of the operation at the dental facility including: The total number of chairs, the total number of chairs at which dental amalgam may be discharged in the resulting wastewater, and a description of any existing amalgam separator(s) or equivalent device(s) currently operated to include, at a minimum, the make, model, year of installation;

4. Certification that the amalgam separator(s) or equivalent device is designed and is being operated and maintained to meet the requirements specified in the ordinance, and 40 CFR Part 441;

5. Certification that the dental discharger is implementing BMPs specified in the ordinance, and 40 CFR Part 441;

6. The name of the third-party service provider that maintains the amalgam separator(s) or equivalent device(s) operated at the dental office, if applicable. If the Dental Discharger maintains the amalgam separator and other BMP requirements, the Dental Discharger shall provide a brief description of the practices employed by the facility to ensure proper operation and maintenance in accordance with the ordinance, and 40 CFR Part 441;

7. Signatory Certification as shown in Section 3494 Item (4) by the Duly Authorized Representative.

B. Existing Dental Sources: Existing Dental Source dischargers that are currently operating and discharging shall install an appropriate amalgam separator and implement required BMPs within ninety (90) days once the discharger has been notified by the District. The Existing Dental Source Discharger shall provide the report specified in Section 3492 within 120 days once the discharger has been notified by the District.

C. Each Dental Discharger shall ensure that all dental chairs are equipped with chair-side traps and that all vacuum pumps are equipped with traps and filters where recommended by the manufacturer. All equipment shall be operated and maintained in accordance with the manufacturer's instructions.

D. Each Dental Discharger shall use disinfecting line cleaners that have a pH in the range of 7-9 and are non-chlorine and non-oxidizing. When cleaning filters, the Dental Discharger shall not rinse filters or traps over sinks or drains that do not discharge through the amalgam separator. All water containing amalgam waste must be washed through amalgam separator lines.

E. Each Dental Discharger shall recycle all bulk mercury and all amalgam waste.

1. All contact and non-contact scrap amalgam must be salvaged and stored in structurally sound, tightly closed and appropriately labeled containers and recycled no more than twelve (12) months from the date the first amalgam waste is added to the container. The beginning accumulation date shall be included on the outside of the container. State or federal hazardous waste authorities may have additional, more stringent requirements;

2. The Dental Discharger shall never dispose of amalgam waste, infectious waste or biohazard containers in the garbage;

3. The Dental Discharger shall use only pre-capsulated, single-use dental amalgam and shall stock a variety of sizes in order to minimize waste;

The Dental Discharger shall not cause or contribute to Pass Through, and/or process Interference at the Districts WRF, or violate a Specific Prohibition or Section of the ordinance.

§ 3493. <u>Recordkeeping.</u>

A. All records shall be kept on site for a minimum of three (3) years and shall be made available to the District upon request. Each Dental Discharger shall maintain records of:

1. Amalgam Waste Disposal. Records shall include the date, name and address of the facility to which any amalgam waste is shipped, and the amount shipped;

2. Weekly Visual Inspections: Records (logs) shall include the date and time of the visual inspection, name and

initials of person conducting the inspection and whether or not the level of solids is such that the unit needs to have maintenance or other problems are identified (e.g. leaks, etc.);

3. Amalgam Waste: Records of all maintenance and service completed on the amalgam separator.

§ 3494. <u>Reporting.</u>

A. The Dental Discharger shall submit a certification provided by the District by January 28th of each year, a report that includes:

1. The manufacturer, model and date of installation for each amalgam separator;

2. The name of the installer(s) and the name of the company that maintains the amalgam separator or if performed in-house, the name of the person responsible;

3. Copies of the records in Section 3494.6.A-D.

4. The following Signatory Certification shall be signed by the Authorized Representative:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

5. Reports shall be submitted to:

BORREGO WATER DISTRICT
806 Palm Canyon Dr
Borrego Springs, CA 92004

6. The Dental Discharger shall inform the District prior to:

a. Sale or transfer of ownership of the business;

b. Change in the trade name under which the business is operated;

c. Change in nature of the services provided that affect the potential to discharge amalgam; or

d. Remodeling/tenant improvements of the facility.

§ 3495. Inspections Permitting and Data Collection.

A. The District may permit, conduct inspections, require written waste surveys or other reporting for any Dental Discharger. Inspections may be conducted with or without notice for the purpose of determining applicability and/or compliance with the ordinance.

B. If any inspection reveals non-compliance with any provision of the ordinance, corrective action shall be required. The corrective action shall not limit the ability of the District to take an enforcement action.

§ 3496. Enforcement.

Failure to comply with the policy, ordinance, or Waste Discharge Permit shall subject the User to enforcement actions as set forth in the ordinance, and/or the District's Enforcement Response Plan.

§3497. SEVERABILITY.

If any provision of the ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance or the application of such provision to other persons or other circumstances shall not be affected.

§ 3498. Local Limits for Discharge to the BWD Sewer System

TABLE A

BWD Local Limits		
Pollutant Category	**(Concentration in mg/L)**	
	Daily Maximum	**Monthly Average**
Physical		
Grease/oil (mineral/petroleum origin)	100	NS
Mineral		
TDS	NS	See note[A]
Boron	4.6	NS
Fluoride	4.0	NS
Toxic Inorganic		
Arsenic	1.3	0.11
Cadmium	0.04	NS
Chromium (total)	1.0	NS
Copper	0.8	NS
Lead	0.3	NS
Mercury	0.05	0.003
Selenium	0.03	NS
Silver	0.2	NS
Zinc	2.2	NS
Cyanide	0.08	NS
Toxic Organic		
Bis (2-ethylhexyl) phthalate (BEHP)	NS	0.11

A. Monthly average TDS concentrations from industrial dischargers subject to local limits are not to exceed TDS concentrations in the RWRF influent by more than 25%.

NS – indicates no specific daily maximum or monthly average local limit.

§ 3499. Pretreatment Program Fee Schedule.

See BWD Rates and Charges at borregowd.org or by calling 760-767-5806

SECTION 3900. WATER SUPPLY ANALYSIS WATER & SEWER WILL SERVE COMMITMENTS AND PROJECT PLANNING *(R-1233. M-5797)*

§ 3901. Water Supply Assessments, Written Verifications and Will Serve Letters. *(M-4671)*

A. From time to time the District may be requested to prepare and adopt Water Supply Assessment (WSAs) pursuant to Water Code section 10910 et seq. and Written Verifications (WVs) pursuant to Government Code section 66473.7. WSAs and WVs are project-specific analyses generally intended to address whether the District's total projected water supplies available during normal, single dry, and multiple dry years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the District's existing and planned future uses, including agricultural and manufacturing uses. The analyses and conclusions set forth in a WSA or WV are based on information and water supply conditions understood by the District on the date of its adoption of a

WSA or WV and may be affected by conditions or events occurring or not occurring thereafter. The analyses and conclusions set forth in a WSA or WV are also based on information received from the applicable lead agency or the project proponent regarding the projected water demand of the proposed project, the projected schedule for build out of the project, and other factors. Any changes in that information may materially affect the analyses and conclusions of a WSA or WV. The District retains the right, in its sole discretion, to evaluate from time to time, whether the projected demands associated with a proposed project, as set forth in a WSA or WV, continue to fall within the District's forecasted demand or planned future uses. In no case shall the District's preparation or adoption of a WSA or WV be intended as or construed to create a guarantee, right or entitlement to water service or any specific level of water service by the District, nor in any case shall the District's preparation or adoption of a WSA or WV be intended or construed to either create, impose, expand, or limit any duty concerning the obligation of the District to provide any certain type or level of water service to its existing customers, to any future potential customers, or to the project for which the WSA or WV is prepared. (Water Code § 10914(a)-(b); Govt. Code § 66473.7(m).) Neither a WSA

nor a WV is a Will Serve Letter. Rather WSAs and WVs are project-specific analyses that apply to certain types of development pursuant to the respective requirements of the WSA and WV statutes.

B. The District reserves the right to charge, collect, and require advance deposit for all reasonable costs incurred by the District in preparing and adopting a WSA or WV, including but not limited staff, consulting, legal, and production costs.

C. The Will Serve Letter will contain requirements and conditions, which are a result of the District's initial planning review and are generally based upon preliminary information and/or tentative engineering maps. The District reserves the right at any time to re-evaluate, revise and update the requirement and conditions in any Will Serve Letter. The District considers the conditions to have expired automatically two years from the issuance date of the Will Serve Letter.

D. The engineering design and subsequent approval of the project's improvement plans are considered valid for a period of two years from the date of the District General Manager's signature. The District will recognize the project designated as under construction when the developer/representative has paid the District's required inspection fees.

§ 3903. General. (*M-1951, M-4926, M-4995, M-5178)*

A. The District does not guarantee that water or sewer service to a project will be available at the time the developer/representative submits an application for service, due to potential limitations on water supplies.

B. The District's Board of Directors has adopted mandatory water conservation measures by ordinance. The District may in some areas have insufficient supply for the ordinary requirements of its existing service commitments, including domestic, agricultural and irrigation, fire protection, grading, and construction water demands normally provided by the District's daily operations.

C. All of the requirements referenced in a Will Serve Letter are subject to change without notice. Service commitments contained in a Will Serve Letter will expire automatically two years after the date of

execution. Service commitments contained in a Will Serve Letter are not transferable to any other parcel or lot. The District's commitments for water and sewer service are expressly conditioned on the performance by the developer/representative of the conditions referenced in the Will Serve Letter.

D. The developer will grant, or cause to be granted to the District and without District cost, all necessary easements and/or access rights of way for construction, installation, maintenance and access to the system facilities to be installed. Said easements and accesses are to be executed by all necessary parties having an interest in affected lands and/or receiving service from said system facilities.

E. As a condition of service, all residential, commercial, institutional, industrial, residential/commercial landscape irrigation, and commercial agricultural applicants for potable and recycled water shall execute a notarized Grant Deed conveying to the District all rights to water, including surface and groundwater rights over, upon and under the Property and which are appurtenant thereto or are otherwise associated with the Property. The District shall provide the applicant with a Grant Deed, the Grant Deed shall be completed and returned to the District, and shall be recorded with the County Recorder's office. An individual property owner developing one single-family residence will be exempt from the

requirement of conveying the property water rights.

F. The developer shall convey to the District, in a proper grant deed/bill of sale, full ownership of onsite and/or offsite water and sewer facilities serving the project and such facilities will become the District's property upon acceptance of said grant deed by the District.

§ 3904. Fees.

A developer/representative is required to pay applicable water, sewer connection fees, capacity charges, facilities reimbursements, and make any other appropriate financial arrangements for service. The following information must be provided by the developer for final assessment and computation of fees:

- A tentative map or plot plan describing the project, with gross acres stipulated.
- The square footage of any structures to be served.
- The recommended size of domestic, irrigation, and fire service meters, computed by the project's engineer.

SECTION 4000. PROCEDURES TO CONSTRUCT WATER AND SEWER FACILITIES *(R-1232, M-5797)*

§ 4001. Procedures to Construct Water and Sewer Facilities

Contact the District for design Standards for the procedures to construct water and sewer facilities.

SECTION 4050. CUSTOMER SERVICE POLICIES & PROCEDURES

(R-1239, R- 20-01-01)

§ 4051. Service Conditions.

A. All references to the "General Manager" throughout Section 4050 shall mean the General Manager or their designee.

B. Water and sewer service shall be provided by the District only if an application for such water and sewer service is completed in the manner hereinafter provided, unless otherwise determined by the Board.

C. Water and sewer service shall be available only in accordance with the District's rules and regulations, as well as applicable Federal, State and local statutes, ordinances, regulations, and contracts, and other requirements including, but not limited to, the California Water Code, the California Code of Regulations, regulations imposed by the California Regional Water Quality Control Board, Santa Ana Region, and State and local health departments, as well as the terms of any service agreement and permit issued by the District.

§ 4052. Application Procedure.

A. Each application for residential water or sewer service must be initiated by the applicant, customer or owner of the property to be served. By initiating service, the applicant agrees they shall be ultimately responsible for payment of all rates, fees and charges, and for compliance with the rules and regulations of the District. The application will be regarded as merely a request for service and not binding upon the applicant to take service for any particular period of time.

B. Each application for commercial water and sewer service, or installation of a water meter must be signed by the applicant, customer or owner of the property to be served, who shall be ultimately responsible for payment of all rates, fees and charges, and for compliance with the rules and regulations of the District. The application will be regarded as merely a written request for service, and not binding upon the applicant to take service for any particular period of time. The District shall furnish the application form upon which the applicant shall provide all information that the General Manager has deemed necessary in order to make a determination regarding service requirements and availability. The General Manager, in their discretion, may provide an abbreviated form of the application for permits when no unusual facts are determined in their discretion to exist.

C. An applicant for sewer service may be required to obtain a discharge permit for use of the District's sewerage facilities in addition to the permit required for all applicants for sewer service. The conditions under which the above-mentioned additional permit is required are based on quantities and constituents of wastewater discharged into the District's sewerage facilities.

D. Upon receipt of an application, the General Manager shall review the application and make such investigation relating thereto as they deem necessary. The General Manager may prescribe requirements in writing to the applicant as to the facilities necessary to be constructed, the manner of connection, the financial requirements, and the use of service including the availability of adequate water and/or sewerage facilities necessary to insure initial and future continued compliance with the District's rules and regulations and any other applicable requirements.

E. A fee may be charged for setting up any new account. (See Admin. Code Section 2600 for current fees and charges.)

F. The application for service will signify the customer's willingness and intention to comply with these rules and regulations and any water and/or sewer service ordinances, resolutions, orders, or other rules and regulations of this District as they may now exist, or as they may be changed or amended by the Board.

G. An application will not be honored unless payment in full has been made for service previously rendered to the applicant by the District and all applicable connection, capacity and installation charges and fees, deposits, fines and penalties have been paid.

H. A person taking possession of premises and using water without having made application to the District for water service shall, in addition to applicable fines, be held liable for the water delivered from the date of the last recorded meter reading. If the meter is found inoperative, the quantity consumed will be estimated.

§ 4053. Connection/Capacity Fees.

A. General.

1. Connection or capacity fees applicable to all property to be served shall be established from time to time by the Board and set forth on a separate schedule. Such property to be served shall be legally described in the application for service.

2. If subsequent to the initiation of service, there is a change in owner, applicant, tenant, customer, class of use, or consumption, the District may determine that additional connection fees are required.

These additional charges shall be computed based on the resulting increase in service capacity and flow; or, on any reclassification of user type.

3. Whenever a change necessitates the payment of further fees to the District, the District may compare the actual use occurring on the property [based on readings taken from the water meters(s)] with the capacity estimated to be required for existing or probably future consumption to determine whether a different use permit is required.

B. Interpretation of Connection Fees.

1. If the factual situations presented in an application by an applicant, owner, or customer do not fall within the classifications set forth in the District's connection fees and rates schedules, the General Manager shall interpret them to establish a reasonable classification and fee. In making such interpretations, the General Manager shall be guided by the policy of the District set forth herein.

2. Further, in the event that the applicant, owner, or customer does not concur in the determination of the General Manager, they may request that such be considered by the Board. Any such request shall be in writing and shall set forth detail and facts supporting the differences between the request of applicant, owner, or customer and the determination made by the General Manager. No such application shall be considered unless there is a specific and detailed request for action proposed by an applicant, owner, or customer setting forth the exact amount of fees that the applicant, owner or customer believes should be established and shall include supporting information. Preferably, such supporting information should be prepared and submitted by a registered civil engineer, experienced in the construction, operation, management and financing of municipal water and/or sewage facilities.

If approved by the Board, such decision shall be implemented by a special agreement between the applicant, owner, or customer and the District, including adequate guarantees and assurances of further or additional payment at such time as the proposed use of the property described in the application for such action by the Board is modified, changed, or amended, or the extent of the use of the applicant, owner, or customer exceeds that represented to District. The decision of the District in all instances shall be final, subject to administrative or judicial review, except as otherwise provided by law.

C. Payment of Connection Fees. *(M-2036, M-3769)*

1. Water connection fees are paid at the time of application for service or when the request for meter installation is made. Water meters shall be installed within six months of the date payment is made, or the District may refund the fees and rescind the guarantee of service. (Ref. Resolution No. 1034).

   Exception: Application for State Funding for construction of schools requires the establishment of fees as an early part of the contract process. The State funding process can sometimes take more than 12 months. Therefore, water meters shall be installed within a timely manner after the time of application and initial payment of fees in cases where proof of application for State Funding is provided to the District. If progress to completion of a school is delayed or suspended, the District may refund the fees and rescind the guarantee of service.

2. Sewer connection fees may be made concurrently with the water connection fees, or the customer may elect to pay sewer connection fees at any time prior to the installation of the water meter. Customers electing to pay sewer connection fees subsequent to water connection fees will be required to make both water and sewer connections no later than six months from the payment of the water connection fees.

3. For sewer-only customers, sewer connection fees must be paid prior to sewer connection.

§ 4054. Security Deposits. *(M-1940, M-4019, M-4253, M-5033, M-5044, M-5131, M-5138)*

A. Deposits Collected Prior to July 1997. Deposits collected prior to July 1997 will be refunded at the end of a 12-month period from the date of deposit, provided the customer has established and maintained a satisfactory payment record, as outlined herein.

B. Single-Family Residential Dwelling. (single, detached residential units)

1. Residential Sewer-only Accounts *(Effective 8/1/2016)*: At the time a customer starts service with the District, a soft credit check will be conducted utilizing the customer's social security number to determine the appropriate deposit amount to bill. If a customer refuses to provide their social security number, the maximum deposit amount for the account type will be billed to the customers. The deposit, an amount set from time to time by the Board of Directors, shall be collected and refunded in full to the customer 18 months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment record, based on the following criteria:

a. No more than one delinquent charge per year.
b. No Returned Payments.
c. No Bankruptcy filed.
d. No discontinuations of service due to non-payment.

2. Terms for Billing of the Deposit: Customer may pay the required deposit in full, or the deposit may be billed to the customer account in minimum installments of $50.00 until paid in full.

3. Water-only and Water/Sewer Accounts *(Effective 8/1/16)*: Deposits may be collected for single-family dwelling customers, if any of the following events occur:

a. The results of the soft credit check performed using the customer's social security number comes back as a Medium or High Risk.
b. A customer cannot provide a satisfactory payment history that covers a minimum period of 12 months from a previous utility (water, sewer, electric or gas only) company when initiating service with the Borrego Water District. Payment History Reference Letters must be provided by the due date of the first bill and will not be accepted after a deposit, or portion thereof, has been billed to the account. The utility account reported in the Payment History Reference Letter must be a current account, or have been terminated no longer than 6 months prior:

1) No more than 1 delinquent charge per twelve (12) months of service.

2) No Returned Payments.

3) No discontinuations of service due to non-payment.

4) No bankruptcies filed.

b. Does not initiate Auto Pay service and successfully maintain this service for a period of not less than 18 months.

c. Any customer that had previous service with the District for a minimum period of 12 months and meets the following criteria:

1) No more than 1 delinquent charge per 12 months of service.

2) Discontinuations of service due to non-payment.

3) Returned Payments.

4) Prior bad debt write-off.

5) A lien filed by the District.

4. Deposits may be collected on active accounts if any of the following events occur:

1) Discontinuations of service due to non-payment.

2) Payments returned for Non-sufficient funds, Stopped Payment, Closed Account, etc.

3) Customer filed bankruptcy and reapplied for service (deposit to be held until account is closed).

5. The District does not pay interest on deposits. The deposit will be refunded in full to the customer 18 months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment record. The deposit will be applied to the open account balance. If the result is a credit balance on the open account, then it will remain until depleted by future billings.

1) No more than three delinquent charges.

2) No returned payments.

3) No bankruptcies filed.

4) No discontinuations of service due to non-payment.

6. Upon closure of account, deposits will be applied to the customer's final billing and any remaining deposit amount in excess of $10 will be refunded and mailed to the last known address on record. For balances less than $10, the customer can formally request a refund within 12 months of closing the account. If a request is not received within 12 months, the remaining deposit of $10 or less is forfeited and will be used to fund various programs including District Conservation Programs.

7. Customers that have had a previous or a current account with the District that reflects an unsatisfactory payment history are not eligible to waive the required deposit by providing a Payment History Reference Letter from another utility or by obtaining a credit bureau report. The customer will be required to pay a deposit or enroll in Auto Pay service.

8. The Board of Directors hereby grants the General Manager, or their designee, authority to collect an increased new account deposit if: *(M-1889)*

    a. Significant past bad debt write off has occurred

    b. Water/sewer usage exceeds the single-family average

Note: Deposit will be returned pursuant to Section 4054, Paragraph B, 6.

C. Non Single-Family Residential Deposits Guidelines.

1. The District will collect a deposit on all new applications for Commercial, Agricultural, Multifamily, Non-Governmental Landscape Irrigation and any other classification determined by the General Manager.

2. The amount of the deposit shall be equal to water, sewer and service charges anticipated for two billing cycles as calculated in accordance with the District's most current billing system and billed on the customer's monthly water/sewer bill over a three-month period.

3. Deposits will be collected on active accounts if any of the following events occur:

    a. Customer fails to make sufficient payment in order to prevent discontinuation of service due to non-payment by the given due date and time.

    b. Payments returned for Non-Sufficient Funds, Stopped Payment, Closed Account, or for similar reasons.

    c. Customer has filed bankruptcy and reapplied for service with the District. In such cases, the District will hold the deposit until the account is closed.

4. The deposit may be increased on an account if the most recent seventy-five (75)-day billing amount average exceeds the seventy-five (75)-day billing amount average originally used to calculate the initial deposit.

5. The District does not pay interest on deposits. Deposits will be refunded in full to the customer eighteen (18) months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment record based on the following criteria:

    a. No more than three (3) delinquent charges.

b. No returned payments.

c. No bankruptcies filed.

d. No discontinuations of service due to non-payment.

6. Upon closure of account, deposits will be applied to the customer's final billing and any remaining deposit amount in excess of $10 will be refunded and mailed to the last known address on record. For balances less than $10, the customer can formally request a refund within 12 months of closing the account. If a request is not received within 12 months, the remaining deposit of $10 or less is forfeited and will be used to fund various programs including District Conservation Programs.

D. Calculation for Required Deposits.

1. Residential Sewer Only Accounts *(Effective 8/1/16)* – will depend on credit check results:
   a. Low Risk: Deposit Waived
   b. Medium Risk: $100.00
   c. High Risk: $200.00
   d. If a customer refuses to provide the social security number to have a credit check processed, the account will be assessed a $200.00 deposit.

2. Residential Water Only Accounts *(Effective 8/1/16)* – will depend on credit check results:
   a. Low Risk: Deposit Waived
   b. Medium Risk: $100.00
   c. High Risk: $200.00
   d. If a customer refuses to provide their social security number to have a credit check processed, the account will be assessed a $200.00 deposit.

3. Residential Water/Sewer Accounts *(Effective 8/1/16)* – will depend on credit check results:
   a. Low Risk: Deposit Waived
   b. Medium Risk: $150.00
   c. High Risk: $250.00
   d. If a customer refuses to provide their social security number to have a credit check processed, the account will be assessed a $250.00 deposit.

4. Non Single-Family, Residential Accounts Water/Sewer
   a. Deposit equal to 75 days of actual water/sewer.

b. Minimum Deposit of $200.00

E. Hydrant Meter Service Deposit. Customers will be assessed a deposit for hydrant meter service based on meter size.
   a. 3" meter service - $1,500.00
   b. 6" meter service $2,000.00

The deposit must be paid in full at time that service is requested.

§ 4055. Billing and Payments. *(M- 2083, M-3617, M-5088)*

A. Meter Reading. Water meters shall be read monthly.

B. Bills. Water and sewer bills may be addressed to the property owner or other person in possession of the premises served.

C. Billing Period - Water. Billing shall be monthly. All bills are due and payable upon receipt.

D. Billing Period - Sewer. Commercial sewer-only accounts all other sewer-only account classifications shall be billed monthly.

E. Billing of Separate Meters Not Combined. Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made, the meter readings will be combined for billing purposes.

F. Delinquent Charge. A delinquent charge of $5.00 or 5%, whichever is greater, will be applied to a customer account approximately 2 days following the due date of the bill if payment has not been received by the District.

G. Time of Payment. All payments for charges of this District shall be due and payable at the office of the District 21 days following the billing date. Any bills not paid within such period are considered delinquent.

H. Tender of Payment for Services. The District accepts cash, check, money orders, Auto Pay, debit card or credit card payments in satisfaction of obligations for services for amounts of $9,999.99 or less. Payments for amounts of $10,000.00 or greater must be made in the form of check, cash or money order only. No credit cards will be accepted for amounts greater than $9,999.99.

   1. The District accepts the following types of credit cards: Visa and MasterCard, American Express and Discover.

2. Customers paying with debit cards or checks will not be permitted to receive cash back.

3. Only cash, money orders or credit card payments will be accepted to restore an account that has been discontinued for non-payment.

4. If a bill has been paid by a check, Auto Pay or by credit or debit card and the payment is returned by the bank or credit card company as unpaid, a "returned check" charge, to be established from time to time by the Board of Directors, will be applied to the account. The bill must immediately be paid in cash or by money order or service will be discontinued for non-payment. A deposit will be required if one has not already been assessed.

5. Auto Pay procedures and requirements:

   a. Customers wishing to sign up for Auto Pay must do so by visiting the District's website at www.borregowd.org or call 760-767-5806 for assistance.
   b. Payments for the customer's monthly bill will be deducted automatically from the customer's checking account or credit card three days before the due date indicated on the customer's bill.

   c. Customer accounts will be charged a fee for payments returned by a banking institution for non-sufficient funds due to lack of funds in the account or the account has been closed.

   d. Customer accounts that incur 2 non-sufficient fund fees will be removed from Auto Pay and payments must be made by cash, money order or credit card for a minimum one-year period.

I. Complaints, Account Adjustments and Appeals.

1. A customer may initiate a complaint or request an investigation regarding a bill at any time before the due date of the bill. The complaint or request for investigation must be in writing. A timely complaint or request for investigation will be reviewed by a manager of the District, who will provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension or other alternative payment arrangement. The District may, in its discretion, review untimely complaints or requests for investigation.

2. Any customer whose timely complaint or request for an investigation has resulted in an adverse determination by the District may appeal the determination to the Board of Directors by filing a written notice of appeal with the District Secretary within ten (10) business days of the District's mailing of its determination. Upon receiving the notice of appeal, the District Secretary will set the matter to be heard at an upcoming Board meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the Board is final.

3. When an account has been under-billed water and/or sewer charges, a charge will be calculated over a time period not to exceed 12 months from date of error discovery.

4. Exceptional cases will be presented to the Board when an adjustment is calculated over a time period greater than 12 months.

J. Extensions and Other Payment Arrangements.

1. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement. If a customer submits his or her request within ten(10) days after the District's mailing of the Service Interruption Notice, the request will be reviewed by a manager of the District.

2. If approved by the District, a customer's payment of his or her unpaid balance may be extended, amortized, or subject to an alternative payment schedule. The General Manager will determine, in his or her discretion, the terms and conditions of the extension or other payment arrangement. The customer must comply with approved payment arrangement and must remain current on all water service charges billed while the payment arrangement is in effect.

3. If a customer has been granted a payment arrangement and fails to: (a) pay the unpaid charges by the extension date; (b) pay any amount due under a payment arrangement; or (c) fails to pay current water service charges, then the District may terminate water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least 48 hours prior to discontinuation of service.

§ 4056. Discontinuance of Service. *(M-3617, M-4019, R-15-02-07, M-4669)*

A. Notice To Discontinue Service. The person that originally initiated service will be held liable for all charges until the District is notified to discontinue service.

B. Discontinuation of Service for Non-Payment. If a bill is delinquent for at least sixty (60) days, the District may discontinue water service to the service address. Failure to receive a bill does not relieve any customer of liability. Any amount due shall be deemed a debt to the District, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be fully liable for the amount.

1. If payment has not been received by the due date, the District will send a Service Interruption Notice tothe customer's mailing address at least fifteen (15) days before discontinuation of water service. The notice will indicate the date that service will be discontinued, the payment amount required to prevent discontinuation, and the required payment to restore service if the service is discontinued, and other information required by law. A Delinquent Notice Fee will be assessed to the account.

2. The District will also send a notice to the service address at least ten (10) days before discontinuation of water service if: (i) the District furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator is the customer of record; or (ii) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information from Service Interruption Notice, and will inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, subject to the District's terms and conditions of service.

3. If the District furnishes water to residences through a master meter, the District will make a good faith effort, at least ten (10) days prior to termination, to notify the residential occupants that the account is in arrears and the service will be terminated on a date specified in the notice. The District will provide notice by: (i) mailing notices to each residential unit; (ii) posting notices on the door of each residential unit, (iii) if sending or posting the notice for each unit is impracticable or infeasible, posting two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures; or (iv) making some other good faith, reasonable effort to provide written notice to the occupants. The notice will be addressed to "Occupant," will include the information from the Service Interruption Notice, and will inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, subject to the District's terms and conditions of service.

4. The District will also make a reasonable, good faith effort to contact the customer of record or an adult person living at the premises of the customer in person or by telephone at least seven (7) days before discontinuation of service. The District will offer to provide in writing a copy of the Discontinuance of Service Policy to discuss options to avert discontinuation of water service for nonpayment, including the possibility of an extension or other payment arrangement.

5. If the District is unable to make contact with the customer or an adult person living at the premises of the customer in person or by telephone, the District will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of the Discontinuance of Service Policy in a conspicuous place at the service address. The notice will be left at the residence at least forty-eight (48) hours before discontinuation of service. A Delinquent Processing Fee, to be established from time to time by resolution of the Board of Directors, will be added to the account.

6. If payment has not been received by the District by the date noted on the Service Interruption Notice service will be discontinued, and a lock will be placed on the meter. Once the lock has been placed on the meter, in order to restore service, a Service Reconnection Fee, to be established from time to time by resolution of the Board of Directors must be paid in addition to the past due balance and any fines, fees or penalties that have been added to the account. Payment must be made in cash, money order or credit/ debit card The District will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public.

7. Any attempt by a customer to restore service without prior authorization from District staff will result in the customer's account being assessed a Meter Lock Removal fine, to be established from time to time by resolution of the Board of Directors.

8. All prior balances on the account, including the Service Reconnection Fee, delinquent charges, fines, penalties, and deposit, if applicable, shall be paid before water service may be restored. Payment to restore service must be made with cash, money order or credit card payment only.

9. For residential customers who demonstrate a household income below 200 percent of the federal poverty line, the District will limit the Service Reconnection Fee during normal operating hours to fifty dollars ($50), and during non-operational hours to one hundred fifty dollars ($150). These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021. The

District will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

C. Non-Compliance with Regulations. The District shall have the right to discontinue sewer or water service to the premises of any customer for failure to comply with any rule and regulation of the District. A customer shall be entitled to a reasonable notice of the intent of the District to discontinue service for noncompliance with, or violation, or infraction of any rule and regulation and to a reasonable opportunity to comply therewith. However, no such notice need be given in those instances in which the non-compliance, violation or infraction by the customer has created, is creating, or is likely to create, on the customer's premises and/or in the water supply system of the District, conditions dangerous and detrimental to public health, safety and welfare. A Service Reconnection Fee may be required to restore service once the property has successfully complied with the District's standards.

1. Service may be refused or discontinued to any premises where apparatus or appliances are in use that might endanger District facilities or disturb the service to other customers.

2. Service may be refused or discontinued to any premises where there exists a cross-connection in violation of State or Federal laws.

3. Service may be discontinued, if necessary, to protect the District against fraud or abuse.

D. Closed Accounts with Balance Owing. Reminder letters will be sent informing customers of an unpaid balance and the District's intent to pursue collections if the balance remains unpaid.

E. Circumstances Under Which Service Will Not Be Discontinued. The District will not discontinue residential water service for nonpayment under the following circumstances:

1. During an investigation by the District of a timely customer dispute or complaint;

2. During the pendency of an appeal to the Board of Directors; or

3. During the period of time in which a customer's payment is subject to a District-approved extension or other payment arrangement, and

the customer remains in compliance with the approved payment arrangement.

F. Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

1. The District will not discontinue water service if **all** of the following conditions are met:

   a. The customer, or a tenant of the customer, submits to the District the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided; (annual recertification will be required)

   b. The customer demonstrates that they are financially unable to pay for residential service within the District's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and

   c. The customer is willing to agree to an extension or alternative payment arrangement with respect to the delinquent charges.

2. For any customers who meet all of the above conditions, the District will offer the customer an extension or other alternative payment arrangement, to be selected by the District in its discretion. The District's General Manager will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the District's payment needs.

3. The customer is responsible for demonstrating that the conditions in subsection (1) have been met. Upon receipt of documentation from the customer, the District will review the documentation within seven (7) days and: (a) notify the customer of the alternative payment arrangement selected by the District and request the customer's signed assent to participate in that alternative arrangement; (b) request additional information from the customer; or (c) notify the customer that they do not meet the conditions in subsection (1).

4. The District may discontinue water service if a customer who has been granted an extension or other payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amount due under the approved payment arrangement; or (c) to pay his or her current charges for water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

5. Contact Information. For questions or assistance regarding a water bill, customers may contact the District's Customer Service staff at (951) 674-3146, Option 1. Customers may also visit the District's Customer Service desk in person Monday through Thursday, from 7:30am to 5:30pm and Friday from 7:30am – 4:30pm., except on District holidays.

§ 4057. Collections. *(M-4019, M-4747)*

Utility Receivables

All water and/or sewer accounts that have been voluntarily or involuntarily closed and have a balance remaining past the due date of the closing bill will be sent to an authorized collection agency for the purpose of collecting the outstanding balance. Any unpaid balances may be transferred between other existing water or sewer accounts for the same account holder.

A. Eligible Accounts. All debt owed to the District is eligible for placement with an authorized collection agency without prior notice from the District to the party responsible for the debt.

B. Suit. All unpaid rates and charges and penalties herein provided may be collected by means of a civil suit. If judgment is rendered in the District's favor, the District shall be entitled to the payment of its attorney's fees and court costs incurred in the lawsuit.

C. Interest. The District may recover a reasonable rate of interest for any outstanding balances, from the due date of the balance until paid the date it is in full. The District shall be entitled to collection charges for any outstanding balance.

D. Miscellaneous Receivables. Miscellaneous receivables are invoices related to Billable Work-Orders, Cost Reimbursements, Connection Fees, Property Leases, Developer Inspection Fees, Planning, and other types not related to customer water or sewer services.

All amounts owed to the District that is uncollected will be transferred to an existing water or sewer account.

§ 4058. Exceptional Circumstances. *(M-3617)*

The Board of Directors authorizes the Director of Finance, or their designee, to review and approve exceptions to policies within this section for cases that demonstrate the need for special arrangements.

§ 4059. Liens. *(M-4019)*

As a municipal water district, the District reserves the right to place liens on any real property in any county within the State of California, or on the name of the responsible party, for any delinquent balance owed to the District in accordance with Water Code sections 72094, 72100, 72101, and 72102, as may be amended from time to time.

A. Accounts Closed Voluntarily. Accounts maintained by the property owner and closed voluntarily and which remain unpaid 21 days after a final closing bill is sent to the customer of record's last known address shall have a lien placed on any real property, or on the responsible party's name within any county in the state of California for all outstanding balances and related fees. In addition, the District may place the unpaid balance on the tax roll in accordance with Water Code sections 72094 and 72100 as may be amended from time to time.

B. Accounts Closed Involuntarily. Accounts maintained by the property owner and closed involuntarily due to non-payment, or other reasons, shall immediately have a lien placed on any real property or on the responsible party's name, within any county in the state of California for all outstanding balances and related fees.

C. Responsibility of Charges. The owner of record during the time that the charges are posted to the account is liable for all charges associated with a lien placed by the District, including:

1. Lien release fees equal to the amount charged by the County.

2. Interest on the outstanding lien balance from the time the original balance is due until it is fully paid.

D. Re-establishing Service. All outstanding account balances, interest and lien release charges must be paid in full prior to re-establishing service in the owner's name at the same, or different property within the boundaries of the District.

E. Invalid Liens. The District will immediately place accounts with a collection agency in cases that it was discovered that liens were placed after the owner has sold the property. In addition to the original balance and interest from the time the balance was due, the former account holder will be responsible for the lien release charge.

F. Special Circumstances. Current accounts that have incurred a large amount of fines, or the owner that maintains the account has refused to pay any balance owed and the District may be placed in a position of incurring bad debt may have a lien placed against the property being served by the District until the balance associated with those charges is paid in full.

§ 4060. Accounts Requiring Property Owner Maintenance. *(M-4019, M-4253)*

In accordance with Water Code section 71618, property owners are required to maintain an account in cases where 1 or more bad debt issues have occurred within the past three years. Bad debt issues include but are not limited to unpaid accounts, late fees, and other outstanding charges.

A. Property Transfer. The current property owner is required to maintain the account only if the bad debt issue(s) occurred while the property was under their ownership.

B. Satisfaction of Previous Bad Debt. The required amount of time the owner must maintain the account can be eliminated if the owner satisfies all outstanding bad debt issues occurring on the property for the past 3 years, including appropriate interest and/or collection fees. Payments must be made by cash, money order or credit/debit card. No checks will be accepted.

C. Accounts Recently Closed or Discontinued Due to Non-payment of Service. Owners are required to maintain the property account in cases where at least one bad debt issue has occurred or when the most recent account has been closed due to non-payment, or in the case of a new tenant establishing service, if the account is currently discontinued due to non-payment. The owner must maintain the account until the most recent account balance has been paid in full.

1. An owner may choose to pay the balance of the most recent account in order to eliminate this requirement.

2. The owner must pay the balance using cash, money order or credit/debit card. No checks will be accepted.

D. Transferring From Owner To Tenant Responsibility. Owners must contact the District to verify and request the eligibility of transferring

responsibility for billing to the tenant once all requirements of this policy have been satisfied.

§ 4061. Additional Accounts for Delinquent Customers

Additional services for existing accounts and additional accounts for new premises will not be activated for any customers that currently have any accounts in any stage of delinquency. All delinquencies must be brought current before additional services will be added to premises, or before customers are allowed to begin service at an additional premise or transfer their existing service to another premise.

§ 4062. Procedures for Occupants or Tenants to Become District Customers.

This section applies when a property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a Service Interruption Notice due to nonpayment.

A. Agreement to District Terms and Conditions of Service. The District will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the District's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively discontinuing service to those occupants who have not met the requirements of the District's rules and regulations, the District shall make service available to the occupants who have met those requirements.

B. Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant must verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

C. Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

§ 4070. Utility Billing Inserts. *(M-4646)*

From time to time it is prudent to broadly disseminate public information to District Customers by inclusion of this information with the mailing of the

monthly utility bills. As a public agency, there are instances when this method can be utilized to assist in the broadcasting of public service announcements of other organizations. This policy is a guide for determining appropriate parameters for information included in customer bills.

A. Eligibility.

1. Organizations within BWD's service area sponsoring community events that have an impact on the education and betterment of the communities served by the District.

2. Any non-profit, community, professional, charitable, professional or youth organizations that support BWD's mission to promote education and community interaction with District customers.

3. Public Service agencies with programs focused on protecting or promoting public health and safety, environmental stewardship, conservation, or those needing to communicate emergency response messages or crucial information.

B. Requirements.

1. Bill inserts of outside organizations are limited to one insert per month, and BWD inserts are first priority.

2. Eligible organizations must request the opportunity to provide a billing insert at least two months prior to the scheduled bill distribution. (Excluding public emergency situations)

3. Inserts must be of a particular size and fold. Eligible organizations are responsible for obtaining information about specifications of the billing vendor from the Customer Service Manager or their designee.

4. The insert cannot contain any politically motivated information, reference to games of chance, lottery, gambling or any illegal activity, distasteful or unprofessional language, discriminatory language or language contrary to the mission or regular conduct of business of the District.

5. The Legislation, Conservation and Outreach Committee must approve requests and the content of inserts.

6. BWD and/or its customers will not fund costs associated with the printing and distribution. Inserts must clearly indicate that all costs associated with the printing and distribution of the insert is funded by the alternative organization.

7. An organization may only include an insert in a circulation of customer bills once per 12-month period.

8. The exact per page inserting fee charged by the District's bill producing vendor must be paid by the requesting organization prior to the service being provided.

9. Additional postage required as a result of the insert must be paid by the requesting organization prior to the mailing.

10. Once the content is approved, the requesting organization is responsible for printing, folding and delivering the inserts to the District's bill producing vendor within the deadline provided by the vendor in order to allow reasonable time for the inserting to be performed.

11. Utility Bill mailing schedules will not be changed to accommodate inserts.

BORREGO WATER DISTRICT

DIVISION III. PERSONNEL MATTERS

Rules and Regulations - Personnel
(Refer to Personnel Policy Manual, Organizational Chart, Job Descriptions, and Benefits Schedule)

Commented [JC1]: Section 700 General Manager ADD: ORG CHART, JOB DESCRIPTIONS & HIRING, HONESTY & INTEGRITY, HARASSMENT, ADA, LEAVE,

SECTION 3.1 PURPOSE

The following Rules and Regulations are intended to establish the working conditions for all employees of the District, a classification of positions, and the amount of, and method for, compensating employees.

SECTION 3.2 MANAGEMENT'S RIGHTS

3.2.1 Relegation of Management's Rights. By the provisions of this Division, the District has set forth rules and regulations and general conditions for employment, for its employees. The District retains, solely and exclusively, all rights of management which have not been expressly abridged or limited by the various provisions of this Division.

3.2.2 **Specific Management Rights Reserved.** The sole and exclusive rights of management, which are not abridged by this Division, shall include, but shall not be limited to, the following:

A. The right to determine the existence or non-existence of facts which are the basis for a management decision.

B. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types of equipment to be used.

C. The right to establish, continue, discontinue, or modify policies, practices, or procedures.

D. The right to determine, and to redetermine, from time to time, the number, location, relocation and types of its operations, and the methods, processes, and materials to be used by employees, including the right to discontinue processes or operations, or to discontinue their performance by employees; to determine the number of hours per day or per week operations shall be carried on, and the schedule thereof.

E. The right to select, determine, and schedule the number of types of employees.

F. The right to assign work to such employees in accordance with requirements determined by management.

G. The right to establish and change work schedules and assignments.

H. The right to transfer, reclassify, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work; to determine the facts of lack of work.

I. The right to make and enforce safety rules and work rules for the maintenance of discipline.

J. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to this Division.

SECTION 3.3 GENERAL MANAGER

3.3.1 Operations.

A. The General Manager has full charge and control of the management and administration of the operations of the District.
B. The General Manager is in charge of everyone who works for and in the District (employees, suppliers, consultants).
C. The General Manager is responsible for ensuring that all requirements of the law are met.
D. The General Manager is responsible for seeing that all policies and directives of the Board are carried out.
E. The General Manager is responsible for the safety of all people and equipment of the District.
F. The General Manager is responsible for the health and safety of District customers.
G. The General Manager is responsible for providing general information on the operations of the District to the Board and providing specific reports on hazards and matters of public concern.

3.3.2 Employer/Employee Relations.

A. The General Manager may delegate duties and responsibilities of his office.
B. The General Manager recruits, hires and fires all employees.
C. The General Manager prescribes the duties of every employee. The General Manager writes Job Descriptions. The Board may review job descriptions.
The General Manager provides day-to-day direction to every employee, either directly or through other employees as prescribed.
E. The General Manager decides on the need for discipline and administers it (through supervision). Discipline must be in accordance with Labor Laws and Section 900 of the WESA Administrative Code. The Board shall be informed when the matter is severe, or if the Board will be involved (as in an appeal).
F. The Board decides on pay ranges for each job description. The General Manager assigns specific compensation for each employee.

The Board has access to all salary information.
G. The General Manager makes recommendations on changes to compensation.
H. The Board decides on the total amount of compensation paid to employees (in budget).
I. The General Manager decides on promotions/demotions.
J. The General Manager decides on training/education requirements for every job.
K. The General Manager recommends to the Board of Directors the headcount for each job description and total headcount for the District(in budget).
L. The General Manager prepares the organization chart for the Board's review.
M. The General Manager is responsible for meeting provisions of Labor Law.
N. The General Manager follows grievance procedures. The Board adopts the procedures.
O. The General Manager calculates the performance of every employee.

3.3.3 Board Meetings.

A. The General Manager prepares the Board Meeting agendas. Any board member can add items to the agenda, upon request to the General Manager and to the President of the Board.
B. The General Manager prepares the board packet, decides on its contents, level of detail, etc. The General Manager shall provide the Board of Directors with their board packet in compliance with the Brown Act.
C. The Board establishes the level of financial detail it desires.
D. When issues or questions are raised by the public or the press, responses are referred to the Board President. The President refers the response to the General Manager or to the District's Legal Counsel.
E. The General Manager normally invites employees or consultants to attend Board meetings. The Board may request people to attend.
F. The General Manager and Executive Administrative Assistant are jointly responsible to see that the requirements of the Brown Act are done in consultation with legal counsel.

3.3.4 Consultants and Suppliers.

A. The General Manager recommends use of a consultant, supplier or contractor. The Board of Directors approves the recommendation at a noticed public meeting.
B. The General Manager is responsible for selection of qualified sources (suppliers, contractors or consultants). The Board decides if a sole source should be selected.
C. The General Manager is responsible for preparation of an RFP or RFQ to be used in the consideration and selection of consultants,

suppliers and/or contractors.
D. The General Manager recommends the winner. The Board makes final selection to award.
E. The General Manager is responsible for preparation of contracts for services. The District's Legal Counsel reviews and approves the form and content of District's contracts for services. The Board authorizes the General Manager to execute the contracts at a noticed public meeting. (See also purchasing procedure).
F. The General Manager provides direction to consultants.
G. The Board selects and directs legal counsel. The Board should consult with the General Manager on the selection process.
H. The General Manager is responsible for valuating and monitoring consultant's performance. The General Manager holds the consultant responsible for their performance as outlined in approved contracts and contract specifications.
I. The General Manager approves consultant's billings.

3.3.5 Finance.

A. The General Manager and Finance Officer prepare a first draft budget for the Board to review.
B. The Board approves a budget preparation/adoption schedule, based on recommendation of staff.
C. The General Manager is responsible for management of the District based on the approved budget. The General Manager cannot move or transfer funds from a capital account to an operations account, or from one major operating account to another, without prior Board approval.
D. The Finance Officer is responsible for providing monthly status reports on the budget.
E. The Finance Officer is responsible for providing special financial reports.
F. The General Manager assures that the Financial Records are accurate and auditable at all times.
G. The General Manager assures that bills are paid on time. The General Manager may release a payment for items that can cause additional fees or fines to be incurred, service to be disrupted, savings to be realized, or others as required, on a case-by-case basis.
H. The General Manager is given authority to approve purchases in accordance with the District's Purchasing Policy.
I. The District hires an outside independent auditor to conduct the annual audit. The auditor works for the Board and reports to the Board.
J. The Board awards competitive bids.

3.3.6 Outside Activities.

A. Members of the Board of Directors and staff are assigned by the Board President to attend outside meetings and serve as spokesperson.
B. The General Manager is responsible for managing customer

complaints and inquiries. The Board is apprised of customer issues that the General Manager deems are significant or warrant the Board's input.

C. The General Manager manages the budget and expenditures of the District on conferences and activities involving travel, meals, registration, etc.

D. The General Manager is responsible for the District's public relations and public outreach activities. Staff is assigned to be the District spokesperson where appropriate.

3.3.7 Emergencies.

A. The General Manager is responsible for determining if an emergency exists.

B. The General Manager has the authority to take any action and expend any funds he deems necessary to deal with emergencies.

C. The General Manager informs the Board at the earliest time possible that an emergency situation exists.

3.3.8 Property.

A. The General Manager is responsible for safeguarding, conserving and maintaining all District property.

B. The General Manager is responsible for maintaining an inventory of the District's property.

C. The General Manager is responsible for meeting all the requirements with respect to the law.

D. The General Manager can accept property on behalf of the District. The Board grants easements and disposes of District property.

E. The General Manager will inform the Board on notable events (Robberies, fires, accidents) that occurs to District property.

F. The General Manager will ensure that a Letter of Value or fair market appraisal is obtained for property with a value greater than $25,000 or a comparative market analysis is obtained for property with a value less than $25,000 prior to BWD making an offer to purchase property.

G. The General Manager will ensure that a Letter of Value or fair market appraisal is obtained for property with a value greater than $25,000 or a comparative market analysis is obtained for property with a value less than $25,000 prior to BWD making an offer to sell property.

3.3.9 General

A. In addition to the foregoing, the General Manager performs all other duties required by the Board.

3.3.10 Performance Evaluation.

A. The General Manager's performance is conducted annually by the Board and should consider the following in their evaluation:

1. The General Manager's relationship with the Board.
2. Management and leadership of staff.

3. Relationship with other agencies or outside groups and individuals.
4. Management of the operations of the District.
5. The General Manager's personal style.
B. The General Manager's performance evaluation is conducted in Closed Session.
C. The General Manager prepares for the Board of Directors an annual report that describes at a minimum the following:
1. The routine operations of the District during the preceding year, the problems, if any, and their resolution.
2. Any significant projects, which were undertaken during the year and their status.
3. Any significant issues impeding progress towards business objectives of the District,
4. Goals and objectives for the next 12 months.
5. The General Manager's plans for continued organizational and staff development.
D. The Board and the General Manager maintain an open and constructive working relationship. Continuous feedback from the Board to the General Manager is provided, regarding the overall performance of the General Manager and of the District. The Board makes recommendations as to the General Manager's performance, management style, etc., as appropriate.
E. The Board reviews the compensation of the General Manager and takes appropriate action regarding his compensation.

SECTION 3.4 HOURS OF WORK

3.4.1 Standard Work Period. A standard work day will be eight hours unless specifically altered by the General Manager due to the requirements of the position. A standard work week will be forty hours. This will constitute "full employment" for purposes of receiving benefits. The work week shall begin on Monday and end on Sunday. Employees will have Saturday and Sunday off unless other days are specifically designated by the General Manager.

If the District wishes to employ someone that does not require forty hours a week of work, at the discretion of the Board that position may be designated as constituting full employment at less than forty hours a week, but in no case will the number of designated hours be less than twenty-six if the person employed is to receive the benefits of the District.

Hourly employees may not voluntarily work without pay.

3.4.2 Breaks. Employees shall be provided a minimum of 30 minutes during the course of a regular work day as a lunch break. Employees will receive one, 15-minute paid break for every four hours worked.

3.4.3 Overtime. The District adhere's to California Overtime Laws. Work in excess of 40 hours per week or on designated holidays, may be permitted upon approval of the General Manager or a designee with specific authority to approve overtime. Time and one-half pay shall be allocated for employees as follows: For work in excess of 8 hours per day or 40 hours in one regular work week. Double Time shall be allocated for work in excess of 12 hours per day.

Management, supervisory and certain technical positions as designated by the General Manager shall be considered salaried employees and are not eligible for overtime pay.

3.4.4 Standby Duty. Regular or part time employees may be required to serve "standby duty" as determined by the Operations Manager or designee. Standby duty requires employees to be in close proximity of District facilities and available by radio or telephone communications for convenient and rapid response and at all times during standby duty, be fit, both mentally and physically, as expected by an employee for regular working hours. Employees shall be compensated for standby duty and be eligible for overtime pay in a callout situation. Employees required to perform standby duty on paid District holidays will receive time and a half pay. The General Manager will designate the daily pay for standby duty each year as part of the budget review.

3.4.5 AMI Standby Duty. Employees may be required to serve "AMI standby duty" as determined by the General Manager or designee. AMI Standby requires staff to utilize Waterscope software and a telephone to reach out to customers that may have an issue. Employees will be compensated and eligible for overtime pay. Employees required to perform AMI standby duty on paid District holidays will receive time and a half pay.

SECTION 3.5 HOLIDAYS

For the purpose of establishing holidays for regular employees, the Board of Directors hereby adopts Section 6700-01 of the Government Code, which Section designates the Holidays in the State of California.

SECTION 3.6 VACATION LEAVE

3.6.1 To be eligible for vacation benefits, regular employees must be on active payroll and must satisfy all of the requirements set forth below. Regular full-time employees are eligible for paid vacation time.

- Upon employment, regular full-time employees begin earning vacation at the rate of 6.66 hours per month of active service, which is the equivalent of two weeks per year.
- After completing two full years of service, regular full-time employees begin earning vacation at the rate of 10.00 hours per month of active service or three weeks per year.
- After completing five full years of service, regular full-time employees begin earning vacation at the rate of 13.33 hours per month of full-time service, or four weeks per year.

New employees will accrue but may not use any vacation benefits during the first 180 days of employment. Regular part-time and temporary employees and independent contractors do not earn any vacation at any time.

3.6.2 It is strongly recommended that accrued vacation be taken in the year accrued. However, the District will allow its employees to carry over two (2) times their accrual rate. For example: if the employee is eligible for twelve days of vacation per year that employee may accrue up to 24 days. Once an employee reaches this maximum, no further vacation will accrue until the employee has used some or all of the accrued vacation time allowable.

SECTION 3.7 SICK LEAVE

3.7.1 After 30 days of employment, employees accrue sick pay at the rate of 4 hours per pay period for full time employees. Part-time employees accrue 1 hour of sick pay for every 20 hours worked.

3.7.2 Sick leave shall be accumulative to 1000 hours, and if not taken in any given year will be available for use in subsequent years' employment; the purpose being to make accrued sick leave available in time of urgent need.

3.7.3 Absence from work due to a work-related injury, for which an employee is awarded workers compensation under the provisions of State law, shall not be counted as sick leave nor deducted from employees accumulated vacation or sick leave credit.

3.7.4 After two years of continuous service, an employee, upon termination, may receive compensation for one-half of the employee's accumulated sick leave at his/her current rate of pay ; however, compensation for unused sick leave shall not be paid to any employee terminated for cause as provided in this Division.

SECTION 3.8 OTHER LEAVE

3.8.1 Leave Without Pay. The BWD follows all State and Federal Employee Leave Laws.

Personal Leave without pay for an employee may be granted by the General Manager, but shall not exceed a continuous period of sixty days.

3.8.2 Jury Duty. A full-time employee will receive full pay for jury duty, up to one month.

3.8.3 Bereavement Leave. Leave for a death in the immediate family of an employee may be granted by the General Manager up to a maximum of five days per occurrence.

3.8.4 Return to Work. A Return to Work program is detailed in the Personnel Policy Manual to return employees from leave back to productive work in the shortest time possible.

3.8.5 FMLA/Paternity/Maternity Leave

SECTION 3.9 Reasonable Accommodations. In accordance with the Americans with Disabilities Act (ADA) and California Fair Employment Housing Act (FEHA) Reasonable Accommodations will be made for
otherwise qualified individuals with disabilities unless an undue hardship exists.
Any applicant or employee who requires an accommodation in order to participate
in the recruitment process should contact the Human Resources Office and
request such an accommodation that they need to engage in the selection process

SECTION 3.10 EMPLOYEE COMPENSATION

3.10.1 Time Records. All time worked by an employee shall be recorded daily on time sheets provided by the District and acknowledged/signed by Department Managers.

3.10.2 Payroll Periods. Payroll periods are bi monthly so that each employee will be paid on the 15th and the last day of the month.

3.10.3 Wage and Benefit Administration. On an annual basis, and where practicable, at such time as the annual budget is adopted, the Board shall establish Annual Total Salaries and Benefit Amounts. This schedule shall be prepared in conformance to the following guidelines:

A. Each employee of the District shall be appointed to a position, the duties and conditions of which are described in a "Job Description," and shall receive compensation as determined by the Board on an equal basis with every other employee appointed to the same position.

B. Annually, as part of the budget process, the Board may provide for cost of living increases, which shall be awarded equally to all employees in the same position and step; such increases may vary between positions to reflect unique or special conditions of employment or responsibility.

C. From time to time, the General Manager may reclassify an existing position to reflect changes in responsibility or duties; changes in the compensation schedule may also be provided as part of position reclassification.

D. The General Manager shall have the discretion to award merit raises to exemplary employees or those who have undertaken additional training in their area.

E. Employee benefits, such as insurance and pension programs, are considered as part of the total compensation to employees. Such programs shall be reviewed

annually, prior to the adoption of the Wage and Benefit Schedule for each year, and may be changed to assure the employees level of benefits available for the costs incurred or to reflect a change in the financial status of the District.

SECTION 3.11 NEW EMPLOYEES

Commented [JC2]: Include residency requirement for Field Crew

3.11.1 **Hiring.** It is BWD's policy to fill vacancies with qualified individuals, whether presently employed by BWD or a new hire from outside the District. To be considered for a position with BWD, applicants must possess a High School diploma or GED. BWD may post available positions internally but is not required to do so.
Members of an immediate family member will be considered for employment by BWD based on the same conditions that are required on all other applicants subject to BWD's policy on the employment of relatives.

Prior to hiring, HR will verify references and perform a background check, which include work record, education and all supporting information on applicant's application form.
Each applicant who is offered a position must complete or present for verification the following documents as a condition of employment:

- Employment Application
- INS Form I-9
- Form W-4
- Personnel Policy Acknowledgments
- Employee Personal Information

All personnel documents are maintained in the Human Resources Department on a confidential basis, available only to authorized management personnel on a need to know basis.

3.11.2 Trial Service Period. The BWD recruits carefully and believes that it is hiring the best employee for each position. It is, however, to both the District's and the employee's advantage to have an initial period of employment in which the employee has time to appraise BWD and job requirements, and the BWD has a similar opportunity to appraise the employee's job performance. Thus, the BWD has established a Trial Service Period of 180 days (6 months). The supervisor will meet with the employee midway through the Trial Service Period (90 days) to review his/her progress and provide feedback to the employee on how he/she is doing in relation to performance required. A final review will then be made at the conclusion of the Trial Service Period. At BWD's discretion, the Trial Service Period may be extended one or more times. During the Trial Service Period, and during the entire course of an employee's employment with BWD, BWD or the employee may terminate the employment relationship, with or without cause and with or without prior notice. Since BWD is an "at-will" employer, successful completion of the Trial Service Period does not assure the employee of continued employment for any length of time, nor does it limit the right of either party to terminate employment at any time, with or without cause

or advance notice. Subsequent reviews are performed annually, on the anniversary of the employees hire date.

SECTION 3.12 Ethical Employee Conduct

District employees are expected to
behave in a responsible and professional manner, exhibiting honesty and integrity. The District may utilize counseling and/or
disciplinary measures in an attempt to improve or correct certain employee performance and behavioral issues if the District, in its sole discretion, believes counseling and/or disciplinary action is in the best interest of the District. However, District employees serve at the pleasure of the General Manager and therefore the General Manager does not have to have cause to terminate employment of a District employee.

The following acts are illustrative, and not exhaustive, of acts, which are grounds for disciplinary action up to and including termination of employment with the District:

a. Stealing or willfully destroying or damaging any property of the District, its customers, visitors or personnel.

b. Disobedience or insubordination to superiors.

c. Disorderly, immoral, indecent or criminal conduct.

d. Violating the Personnel Rules and Regulations or Employee Handbook.

e. Fighting, intimidating, coercing or threatening any District employees (being an aggressor or aggravator).

f. Entering time on another employee's time records or requesting another person to enter time on the employee's time records, except for administrative corrections made by District authorized personnel when the employee is not available to make the changes in person. All Administrative corrections must be acknowledged and confirmed with the employee's signature as soon as the employee becomes available to do so.

g. Soliciting or accepting tips or gifts for District services without prior approval of the General Manager or their designee.

h. Disclosing anything of a personal nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such information.

i. Violation of Federal, State, or local laws.

j. Failure to exercise proper custodial responsibility of District keys or property.

k. Unauthorized possession of firearms or other weapons on District property or while on duty.

l. Willful or careless disregard of, or inattention to, working directions and instructions; refusal to comply with or violations of rules, safety or fire regulations, or sanitary rules and regulations.

m. Excessive or unjustified absences or tardiness, or failure to inform the supervisor prior to the time the employee is due to report, by telephone or other means, if the employee is unable to report for work.

n. Failure to notify supervisor if employee leaves the job or premises during working hours.

o. Smoking in unauthorized areas.

p. Selling tickets or chances on illegal pools or raffles or gambling on district

premises.
q. Unauthorized posting of notices or literature on District premises.
r. Soliciting, collecting funds and/or circulating literature of any nature on District property during working hours without the approval of the General Manager.
s. Performing personal work on District time.
t. Excessive use of the District business phone for personal matters.
u. Taking more than the specified time for meals or rest periods.
v. Discourteous conduct, abusive treatment or inappropriate language directed toward any customer, visitor, guest, employee or superior.
w. Altering, falsifying, or making a willful misstatement of facts on any District record or chart, job or work record, employment application or any other District record, chart or report.

SECTION 3.13 Employee Harassment All employees have a right to work in an environment free from discrimination, harassment and retaliation based on the individual's race, color, national origin, ancestry, creed, citizenship, marital status, religion (including dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity (including transgender identity), gender expression, mental or physical disability, medical condition, genetic characteristics, pregnancy or related medical condition, military or veteran status, age (40 and over), or any other characteristic protected by applicable federal or state law. This applies to all employment practices, including but not limited to: recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, and termination. The District has developed and implemented a policy against harassment and training programs designed to prevent workplace harassment as outlined in the Personnel Policy Manual.

SECTION 3.14 Workplace Violence Policy The District has a zero tolerance policy against workplace violence. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the District or which occur on District property, will not be tolerated. The District's prohibition against threats and acts of violence applies to all persons involved in the District's operations, including, but not limited to, District personnel, contract, and temporary employees, and anyone else on District property. Weapons of any kind are strictly prohibited at the District.

Violations of this policy by any individual (1) on District property; (2) acting as a representative of the District while off District property; or (3) while off District property when his/her actions affect the District's business interests, will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Any employee who is physically threatened by a co-worker or is aware of a threat to an employee, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, must report this information to his/her supervisor or manager, as soon as possible. All threats will be timely investigated and the District will not tolerate retaliation against any employee who reports workplace violence.

SECTION 3.15 Equal Opportunity Policy

It is the policy of the District to:

1. Recruit, hire, and promote for all job classifications without regard to race, religious

creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, height and weight, holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code, or any other factor made unlawful by federal, state or local laws, ordinances, or regulations..

2. Base decisions of employment and promotion upon an individual's qualifications for the position being filled.

3. Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return-from-layoffs, District-sponsored training, education, tuition assistance, and social and recreational programs will be administered without regard the factors listed under Section 4.01.040, Subsection 1..

4. Continue to sustain and further develop a system that promotes the maintenance and application of these standards.

SECTION 3.16 Safety The District shall promote a drug and alcohol-free workplace, good health, well-being and occupational safety for its employees. All employees are required to read and comply with the District's Injury and Illness Prevention Program. Employees are required to report all injuries or accidents occurring on the job to their supervisor immediately.

SECTION 3.17 Improper Use and Disposal of District Tools, Equipment or Facilities District labor, equipment, materials and supplies may not be used by any employee for private purposes, or for the personal benefit of other employees or other persons, unless specifically authorized by the General Manager. Employees violating this policy, or direct other employees or other persons to take actions in violation of this policy, are subject to disciplinary action up to and including termination and/or criminal prosecution.

This policy includes all equipment, tools and supplies that have been removed from service. Disposal of such items must be properly sold, disposed of, or recycled according to District policy

SECTION 3.18 Pre-Employment Physical Pre-Employment physicals are required. Conditions and requirements will vary by position.

SECTION 3.19 Local Residency In order to be considered for positions with overnight standby duties, applicants must reside within a thirty-minute drive of the District.LANGUAGE TBD

SECTION 3.18 TEMPORARY ASSIGNMENT

Any employee temporarily assigned to a superior position may receive compensation at rate of the superior position at the discretion of the General Manager.

SECTION 3.19 USE OF DISTRICT AND PERSONAL VEHICLES

3.19.1 Valid Drivers License. Employee's must present and maintain a valid driver's license and acceptable driving record to our insurer, per Borrego Water District Driver Record Review Criteria. Upon hire, employees will be required to sign an "Authorization for Release of Driver Record Information" for the Department of Motor Vehicles' "Employer Pull Notice Program". The DMV will send a driver record report on each employee enrolled in this program at least once every 12 months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action taken against his/her driving privilege during employment. (see Personnel Policy #140)

3.19.2 Off Duty Assignment of District Vehicles. It is advisable that certain employees be provided with the use of a District vehicle for transportation between the employee's residence and the District office. From time to time, the General Manager shall determine which employees should be assigned District vehicles to provide for improved emergency response.

3.19.3 Termination of Assignment. Assignment of the vehicle is not for the specific benefit of the employee, but for the improved operational efficiency and effectiveness of the District. Consequently, changed conditions, such as increased distance from residence to the District office, reassignment of responsibilities or altered operational procedures could render a vehicle assignment no longer advantageous for the District. In such cases, assignments could be terminated, based upon a determination by the General Manager.

3.19.4 Temporary Assignment-Standby Duty. In addition to the employees with a regularly assigned vehicle, other operation employees who are, from time to time, assigned to emergency standby duty may be provided a District vehicle for the duration of the temporary duty to facilitate response to emergency call outs. Assignments of the vehicle for these purposes shall be left to the determination of the General Manager.

3.19.5 Use of District Vehicles for Official Business. District vehicles shall be used exclusively for the business of the District.

3.19.6 Use of Personal Vehicles on District Business. Employees shall use personal vehicles for District business only when District vehicles are not available for use and when specifically authorized to do so by the General Manager. Personal vehicles, however, shall not be used unless the employee's liability insurance policy includes provisions or is rated for commercial uses of the vehicles and meets all other applicable requirements of the District's liability insurance carrier. It shall be the responsibility of the authorizing officer to verify that the employee's liability insurance coverage meets these requirements.

Unless otherwise provided for by the Board of Directors, employees shall be reimbursed for the use of personal vehicles on a rate-per-mile basis as fixed by the Board of Directors Policy Statement No. 83-2.

3.197 Personal Use of District Property or Facilities by District Employees is Prohibited. The personal use of District property, including, but not limited to, furniture, tools, equipment, vehicles and machinery, and the use of District facilities, including, but not limited to, lands, offices, and shops or plant areas, is prohibited except as otherwise expressly provided by the General Manager.

3.19.8 Loaning District Property. District employees are forbidden to loan records, maps, tools, machinery or any other District property, without the approval of the General Manager, to sell or rent District property without approval of the Board of Directors

SECTION 3.20 CLASSIFICATION OF POSITIONS The General Manager shall publish annually with the Districts Budget, an Organizational Chart showing each position.

3.20.1 Purpose. In order to assure that each employee fully understands the duties and responsibilities of the position to which he or she is assigned and to provide a basis for implementing policy of "equal pay for equal work," the District maintains job descriptions for all classifications. These descriptions are useful in generally identifying the type and level of work required by any particular position. These descriptions are formulated through a concerted effort of the department head and General Manager for his designee, and usually include a definition, tasks, skills, knowledge, abilities and educational and experience qualifications. All of these categories are reviewed periodically to ensure they reflect the actual position as it is being performed. Any job description is available to District employees upon request to the employee's immediate supervisor.

3.20.2 Adoption and Changes. All position classification statements or any changes thereto, shall be the subject of Board action.

SECTION 3.21 TERMINATION OF EMPLOYMENT

3.21.1 Any employee of the District may be terminated at any time for any cause with or without notice. Cause shall include, but not necessarily be limited to, the following:

A. Absence from a work station without authorization
B. Repeated tardiness
C. Failure to comply with safety regulations
D. Failure to comply with instructions from supervisors
E. Inability to perform tasks assigned pursuant to position classification
F. Being under the influence of alcohol or drugs while on duty
G. Falsifying employment application, time records or other District documents for which an employee is responsible.
H. Rude or obnoxious behavior towards other employee, supervisors, or customers of the District.

I. Destruction of District property, use of District property for personal business, or failure to properly maintain and secure District property or allow its use by unauthorized persons.

*Also see Personnel Policy #114

3.21.2 Termination for Convenience of District. Any employee may be terminated as a result of change in the financial status of the District, its organizational structure or its functions. In the event that termination is necessary for the convenience of the District, each employee to be terminated shall be given two weeks written notice and two week's severance pay. However, severance pay shall be granted only if the financial status of the District allows for it after the District meets all other financial obligations.

SECTION 3.22 SUSPENSION

3.22.1 Suspension for Cause. Any employee may be suspended for up to 30 days as a disciplinary measure for cause as described in Section 5.13 above. Suspension will be recommended in situation where an employee's behavior fails to meet standards set down by this Division but is not severe enough to warrant termination. During suspension, an employee will not receive wages, but benefits other than wages will remain in effect.

3.22.2 Suspension for Convenience of District. The District may suspend employees due to changes in the functions or financial status of the District that require a temporary reduction in District operating costs. There is no time limit on suspension under this subsection. During the period of suspension, all employee benefits, other than wages, shall remain in effect. Also, under this subsection, an employee may be suspended for his or her total regular work hours or for any portion thereof. In the event an employee is suspended for only a portion of regular work hours, the employee shall be compensated for the hours actually worked at his/her regular rate of pay.

SECTION 3.23 REFERENCE AND AMENDMENTS

Each employee shall be given a copy of the latest amendment version of this Code for his or her reference upon becoming an employee of the District along with a Personnel Policy Manual detailing personnel rules and regulations. Each employee will be given notice and a copy of any proposed amendments to this Division; in addition, each employee shall have an opportunity to appear before the Board and give testimony on any proposed amendments at such time as the Board considers and makes its determinations. The Board shall make every effort to schedule its meetings to consider amendments for the convenience of employees, and no employee shall suffer loss of compensation or leave time to attend such meetings.