

AGENDA

A G E N D A
REGULAR MEETING OF THE GOVERNING BOARD
OF THE GOLETA SANITARY DISTRICT
A PUBLIC AGENCY

One William Moffett Place
Goleta, California 93117

October 19, 2020

CALL TO ORDER: 6:30 p.m.

ROLL CALL OF MEMBERS

BOARD MEMBERS: Sharon Rose
Robert O. Wageneck
Jerry D. Smith
Steven T. Majoewsky
George W. Emerson

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of October 5, 2020.

PUBLIC COMMENTS - Members of the public may address the Board on items within the jurisdiction of the Board.

POSTING OF AGENDA – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's web site 72 hours in advance of the meeting.

BUSINESS:

1. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 20-657 ADOPTING FINDINGS, APPROVING PRELIMINARY ENVIRONMENTAL REVIEW FORM AND AUTHORIZING PREPARATION AND FILING OF NOTICE OF EXEMPTION UNDER CEQA FOR THE 2020 CCTVI PROJECT
(Board may take action on this item.)
2. AUTHORIZATION FOR SOLICITATION OF PUBLIC BIDS FOR THE GSD 2020 CCTVI PROJECT
(Board may take action on this item.)
3. GENERAL MANAGER'S REPORT
4. LEGAL COUNSEL'S REPORT

5. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES
6. PRESIDENT'S REPORT
7. ITEMS FOR FUTURE MEETINGS
8. CORRESPONDENCE
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)
9. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT
(The Board will be asked to ratify claims.)

ADJOURNMENT

Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.

Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's Finance & H.R. Manager at least (3) days prior to the meeting by telephone at (805) 967-4519 or by email at info@goletasanitary.org.

MINUTES

MINUTES
REGULAR MEETING OF THE GOVERNING BOARD
GOLETA SANITARY DISTRICT
A PUBLIC AGENCY
DISTRICT OFFICE CONFERENCE ROOM
ONE WILLIAM MOFFETT PLACE
GOLETA, CALIFORNIA 93117

October 5, 2020

- CALL TO ORDER:** President Rose called the meeting to order at 6:30 p.m.
- BOARD MEMBERS PRESENT:** Sharon Rose, Robert O. Wageneck, Jerry D. Smith, Steven T. Majoewsky, George W. Emerson
- BOARD MEMBERS ABSENT:** None
- STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance and Human Resources Manager/Board Secretary and Richard Battles, Legal Counsel from Howell Moore & Gough LLP.
- OTHERS PRESENT:** Tom Evans, Director, Goleta Water District
- APPROVAL OF MINUTES:** Director Majoewsky made a motion, seconded by Director Wageneck, to approve the minutes of the Regular Board meeting of 09/21/20. The motion carried by the following vote:
- (20/10/2131)
- | | | |
|----------|---|---|
| AYES: | 5 | Rose, Wageneck, Smith, Majoewsky
Emerson |
| NOES: | | None |
| ABSENT: | | None |
| ABSTAIN: | | None |
- POSTING OF AGENDA:** The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's website 72 hours in advance of the meeting.
- PUBLIC COMMENTS:** None
- BUSINESS:**
1. **CONSIDERATION OF RESOLUTION NO. 20-656 ESTABLISHING AN EMPLOYEE WELLNESS PROGRAM**
Mr. Wagner gave the staff report.

Director Majoewsky made a motion, seconded by Director Smith to approve and adopt Resolution No. 20-656 establishing a wellness program for the Goleta Sanitary District.

The motion carried by the following vote:

(20/10/2132)

AYES:	5	Rose, Wageneck, Smith, Majoewsky, Emerson
NOES:		None
ABSENT:		None
ABSTAIN:		None

2. CONSIDERATION OF TECHNICALLY BASED LOCAL LIMITS STUDY

Mr. Wagner gave the staff report.

Director Wageneck made a motion, seconded by Director Majoewsky to accept the Technically Based Local Limits Study and direct staff to submit to Central Coast Regional Water Quality Control Board for review and approval as required.

The motion carried by the following vote:

(20/10/2133)

AYES:	5	Rose, Wageneck, Smith, Majoewsky, Emerson
NOES:		None
ABSENT:		None
ABSTAIN:		None

3. 2020 ACTION PLAN STATUS REPORT

Mr. Wagner gave the staff status report, no Board action was taken on this update item.

4. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

5. LEGAL COUNSEL'S REPORT

Mr. Battles reported on new legislation, AB 992, regarding Social Media communications and the Brown Act, reminding the Board about prohibitions on both Hub and Spoke meetings and Daisy-Chain meetings and how Social Media posts could violate such prohibitions.

6. COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES

Director Majoewsky – No report.

Director Wageneck – No report.

Director Emerson – No report.
Director Smith – No report.

7. PRESIDENT’S REPORT
President Rose – Gave an update on coming items for the Local Chapter of CSDA.
8. ITEMS FOR FUTURE MEETINGS
No Board action was taken to return with an item.
9. CORRESPONDENCE
Mr. Wagner gave a verbal update to the Board that there was no correspondence.
10. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT

Director Smith made a motion, seconded by Director Wageneck, to ratify and approve the claims, for the period 09/22/20 to 10/05/20 as follows:

Running Expense Fund #4640	\$ 385,179.95
Depreciation Replacement Reserve Fund #4655	\$ 1,640.00
Retiree Health Insurance Sinking Fund #4660	\$ 10,378.08

The motion carried by the following vote:

(20/10/2134)

AYES:	5	Rose, Wageneck, Smith, Majoewsky, Emerson
NOES:		None
ABSENT:		None
ABSTAIN:		None

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:35 p.m.

Sharon Rose
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

Robert O. Wageneck

Jerry D. Smith

Steven T. Majoewsky

George W. Emerson

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: October 19, 2020

I. NATURE OF ITEM

Consideration of Approval of Resolution No. 20-657 Adopting Findings, Approving Preliminary Environmental Review Form and Authorizing Preparation and Filing of Notice of Exemption under CEQA for the 2020 CCTVI Project

II. BACKGROUND INFORMATION

The District's long-range capital plan includes replacement and rehabilitation of existing sewer lines to mitigate structural deficiencies and/or capacity constraints. Video inspections of the District's sewer lines are conducted on a routine basis in order to assess pipe conditions and prioritize needed repairs.

An extensive effort has been initiated to obtain updated video inspections of the District's entire sewer system in order to identify and prioritize the rehabilitation projects to be completed over the next five to ten years. The 2020 closed-circuit television inspection (CCTVI) project includes the use of contractors to supplement the ongoing CCTVI efforts by GSD staff to allow a complete assessment of all District sewer line segments by Spring of 2021.

Project plans and specifications for the project have been prepared by MNS Engineers Inc. and reviewed by staff and the Governing Board Engineering Committee. The District's Environmental Committee has reviewed the project and determined that the project is exempt from the California Environmental Quality Act (CEQA) since it is basically an enhanced inspection effort using contract labor. Documenting the CEQA exemption will allow this project to proceed. Upon approval, the Notice of Exemption will be filed with the Santa Barbara County Clerk.

III. COMMENTS AND RECOMMENDATIONS

Staff recommends the Board approve Resolution No. 20-657 to adopt findings, approve the Preliminary Environmental Review form, and authorize the preparation and filing of a CEQA Notice of Exemption for the 2020 CCTVI Project.

IV. REFERENCE MATERIAL

Resolution No. 20-657 Adopting Findings, Approving Preliminary Environmental Review Form and Authorizing Preparation and Filing of Notice of Exemption under CEQA for the 2020 CCTVI Project

Notice of Exemption for 2020 CCTVI Project

RESOLUTION NO. 20-657

**RESOLUTION OF THE GOVERNING BOARD OF THE GOLETA
SANITARY DISTRICT ADOPTING FINDINGS, APPROVING PRELIMINARY
ENVIRONMENTAL REVIEW FORM AND AUTHORIZING
PREPARATION AND FILING OF NOTICE OF EXEMPTION UNDER
CEQA FOR THE 2020 CCTVI PROJECT**

WHEREAS, the District's Environmental Committee has conducted a preliminary review of the 2020 CCTVI Project (the "Project") and has concluded that this activity is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15301 and 15306 of Title 14 of the California Code of Regulations (the "CEQA Guidelines"). Said conclusion is set forth in the Preliminary Environmental Review form prepared by the Environmental Committee, a copy of which is attached hereto as Exhibit "A".

WHEREAS, the District's Governing Board desires to approve the Preliminary Environmental Review form, set forth its findings that the Project is exempt from environmental review under CEQA and authorize the filing of a Notice of Exemption.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Goleta Sanitary District as follows:

1. The Governing Board hereby approves the Preliminary Environmental Review form attached hereto as Exhibit "A" and finds that the Project is exempt from environmental review under Sections 15301 and 15306 of the CEQA Guidelines.

2. In accordance with Section 15062 of the CEQA Guidelines, the Governing Board hereby authorizes and directs the Secretary of the District to prepare and file a Notice of Exemption with the Santa Barbara County Clerk following final approval of the Project by the Governing Board.

PASSED AND ADOPTED this 19th day of October 2020, by the following vote of the Governing Board of the Goleta Sanitary District:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sharon Rose, Governing Board President

ATTEST:

Robert O. Mangus, Jr., Governing Board Secretary

EXHIBIT A
PRELIMINARY ENVIRONMENTAL REVIEW
GOLETA SANITARY DISTRICT

One William Moffett Place
Goleta, CA 93117
(805) 967-4519

Name of Project: GSD 2020 CCTV Project

Location: Various streets and District easements in the City of Goleta and unincorporated County of Santa Barbara

Entity or Person Undertaking Project: (Check appropriate box)

Goleta Sanitary District

Other: Name: _____

Address: _____

Environmental Committee Determination:

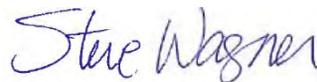
The District's Environmental Committee, having undertaken and completed a preliminary review of this proposed activity in accordance with the California Quality Act Guidelines ("CEQA Guidelines") has concluded that:

- A.** The activity does not require further environmental assessment because:
- 1. The proposed action does not constitute a project under the CEQA Guidelines Section 15378 or is statutorily exempt.
 - 2. The project constitutes a feasibility or planning study under CEQA Guidelines Section 15262.
 - 3. The project is an Emergency Project under CEQA Guidelines Section 15269.
 - 4. The project is a Ministerial Project under CEQA Guidelines Section 15268.
 - 5. The project is Categorical Exempt under CEQA Guidelines Section 15301 Existing Facilities and Section 15306 Information Collection.
 - 6. The project involves another public agency which constitutes the lead agency.

Name of Lead Agency _____

- B.** The District is the lead agency, and the activity is a project which requires further evaluation of the possible significant effects on the environment.

Date: 10-12-2020



Steve D. Wagner, General Manager

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

County Clerk of the Board
County of Santa Barbara
105 East Anapamu St. Room 407
Santa Barbara, CA 93101

Project Title: Goleta Sanitary District 2020 CCTV Project

Project Location – Specific: Within various public rights-of-way and easements in the City of Goleta and in unincorporated areas of Santa Barbara County, CA

Project Location – City: City of Goleta and unincorporated areas of Santa Barbara County

Project Location – County: Santa Barbara

Description of Project: The project consists of the video inspection of various public sewer lines and manholes.

Name of Public Agency Approving Project: Goleta Sanitary District

Name of Person or Agency Carrying out Project: Goleta Sanitary District

Exempt Status: (check one)

- Ministerial (Sec. 21080 (b)(1); 15268);
- Declared Emergency (Sec. 21080 (b)(3); 15269 (a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15301 (Repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion of use), Section 15306 (Information gathering).
- Statutory Exemptions. State code number: _____

Reason why project is exempt: The project is exempt under Sections 15301 and 15306 because it is maintenance and inspection of existing facilities.

Lead Agency Contact Person: Steve D. Wagner

Telephone Number: (805) 967-4519

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Steve Wagner **Date:** 10-19-20 **Title:** General Manager

Signed by Lead Agency **Date received for filing at OPR:** _____
 Signed by Applicant

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: October 19, 2020

I. NATURE OF ITEM

Authorization for Solicitation of Public Bids for the GSD 2020 CCTV Project

II. BACKGROUND INFORMATION

The District’s long-range capital plan includes replacement and rehabilitation of existing sewer lines to mitigate structural deficiencies and/or capacity constraints. The assessment and prioritization of these replacements and rehabilitation is conducted through the Asset Management Program (AMP) using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Condition Program (PACP) for closed-circuit television inspections (CCTVI). The PACP format allows for computer-based ranking of defects and observation codes vs. a lengthy manual review and scoring of CCTV videos, reports and pictures.

In order to allow the timely assessment of the District collection system, the District intends to hire contract forces to conduct CCTV inspections of approximately 183,000 linear feet of 6-inch to 15-inch diameter sewer lines throughout the District. This project will be combined with the ongoing CCTV efforts by GSD staff to allow a complete assessment of all District Collection System pipe segments by Spring of 2021. That assessment will provide the basis for the District’s 10-year Capital Improvement Projects list.

The Board previously approved design services with MNS Engineers, Inc. The project specifications have been reviewed by District staff and the District Engineering Committee, and are ready to go to bid. A copy of the project plans and specifications are presented herein for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

The approved FY 2020-21 budget includes \$1,000,000 for this project. A summary of the revised total estimated project cost and funding sources is shown in the following table.

Project Cost Estimate & Budget	
Design	\$ 20,000
Construction	\$ 475,000
Construction Management	\$ 75,000
TOTAL	\$ 570,000
FY 2020-21 Budget	\$ 1,000,000

The cost estimate for the project has been significantly reduced since adoption of the FY2020-21 budget due to the ongoing CCTVI efforts by District staff since the beginning of the fiscal year. The total linear feet (LF) of video inspections to be completed by contract forces has been reduced from the original estimated amount of 250,000 LF to the proposed amount of 183,000 LF. This cost savings will stay in the reserve fund account and go toward future rehabilitation efforts.

In order to meet the proposed project schedule, staff recommends the Board approve the plans and specifications for the 2020 CCTVI project and direct staff to put the project out to bid as required. Once bids are received and reviewed, staff will bring the project back to the Board for award of construction contract, along with an agreement for construction management services.

IV. REFERENCE MATERIAL

GSD 2020 CCTVI Project Plans and Specifications

Engineer's Estimate of Probable Construction Cost

GOLETA SANITARY DISTRICT



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER COLLECTION
FACILITIES**

PREPARED BY: MNS ENGINEERS, INC.



Nicholas E. Panofsky, RCE 75006



GOLETA SANITARY DISTRICT
REVIEWED BY:

Steve Wagner, P.E.
General Manager / District Engineer

September 2020

GOLETA SANITARY DISTRICT



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER COLLECTION FACILITIES

Owner: Goleta Sanitary District
One William Moffett Place
Goleta, California 93117
Telephone: (805) 967-4519

Prepared by: MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300.
Santa Barbra, CA 93103
Telephone: (805) 692-6921
MNS Project Number: 200326.00

Project Engineer: Nicholas E. Panofsky
RCE. 75006

Date: September 2020

GOLETA SANITARY DISTRICT
NOTICE INVITING SEALED PROPOSALS

Closed Circuit Television Inspection of Wastewater Collection Facilities

Notice is hereby given that sealed proposals will be received by the Goleta Sanitary District at the District Office, One William Moffett Place, Goleta, California 93117, until **2:00 p.m.**, local time, on **November 9, 2020**, for the Closed Circuit Television Inspection of Wastewater Collection Facilities. Bids will be publicly opened after said time.

The Specifications and Proposal Forms for this project are filed in the District office and are by reference made a part of this Notice. Said documents may be inspected at the District Office, or obtained at the location indicated above for \$40.00, including tax, which is not refundable. For information concerning bidding documents, call (805) 967-4519.

This project includes the furnishing of all labor, materials and equipment for the Closed Circuit Television (CCTV) Inspection of Wastewater Collection Facilities, together with all appurtenant work and facilities as specified herein. The project includes the hydraulic cleaning and CCTV inspection of approximately 183,000 linear feet (LF) of gravity sewer mains, range from 6- to 15- inches in diameter, and consists primarily of vitrified clay pipe (VCP) and PVC pipe, with some HDPE pipe and cured in place pipe (CIPP) lined VCP. The pipes to be cleaned and inspected are mostly within public rights-of-way, however, some pipes are within easements on private property. All CCTV work shall conform to current North American Sewer Service Company (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The data from the CCTV inspection will be submitted weekly to the District in the NASSCO-PACP format. The project includes traffic control, hydraulic cleaning of all pipes prior to CCTV inspection, and sewage bypass pumping.

Each proposal must be submitted on the proposal form furnished with said documents. Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid, payable to the Goleta Sanitary District, and guaranteeing that the bidder will enter into a Contract in accordance with the terms of the bid documents if an award is made. The bid guarantee shall be in one of the following forms: a bid bond written by a satisfactory corporate surety, a cashier's check drawn by a National Bank, a check certified by a National Bank or cash. The power-of-attorney for the bonding company's agent should be on file with the Santa Barbara County Clerk. Said check or bond amount shall be paid to said District, as liquidated damages, in the event the bidder depositing same does not, within fifteen (15) days after written notice from District that the Contract has been awarded to the Bidder: 1) enter into a Contract with the District, and 2) furnish all required insurance documents, a bond of faithful performance and a payment bond as described in the Specifications.

No bidder may withdraw his bid for a period of forty five (45) days after the date of opening the bids, within which time an award may be made. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or in the bidding. Bids are required for the entire work, and the work will be let under a single contract.

The Contractor shall possess a valid State of California Class A, C-36 or C-42 Contractor's License at the time of bidding and at the time of signing the Agreement for the work. The Contractor shall provide certification of license and expiration date on the proposal form. The

Contractor will be required to furnish a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract price.

Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Regulations of the State has ascertained and determined the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of Contracts under the jurisdiction of the Goleta Sanitary District. The schedule of said rates is on file at the District's office and is hereby incorporated and made a part thereof the same as though fully set forth herein. A copy will be made available to any interested party upon request. The Contractor shall post a copy of said document at the job site. The Contractor and any subcontractor under him shall pay not less than the therein specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. The Contractor shall be fully responsible of compliance with Section 1777.5 of the Labor Code concerning the employment of registered apprentices.

At the request and expense of the Contractor, securities equivalent to any amount withheld by the District to insure the Contractor's performance under the Contract shall be deposited with the District, or with a State or Federally-chartered bank as an escrow agent, pursuant to the District's then existing rules or policies providing for the implementation of the Public Contract Code, Section 22300, legal obligation of District to provide for such arrangements with respect to withheld Contract funds.

By: _____
Steve Wagner, P.E.
General Manager/District Engineer
Goleta Sanitary District

Date: _____

**GOLETA SANITARY DISTRICT
CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER COLLECTION
FACILITIES**

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APPENDIX A	CITY OF GOLETA ENCROACHMENT PERMIT APPLICATION
APPENDIX B	COUNTY OF SANTA BARBARA ENCROACHMENT PERMIT APPLICATION
APPENDIX C	PIPE INDEX TABLE
APPENDIX D	ATLAS MAPS

INSTRUCTIONS TO BIDDERS

IB-01 WORK TO BE DONE

This project includes the furnishing of all labor, materials and equipment for the Closed Circuit Television (CCTV) Inspection of Wastewater Collection Facilities, together with all appurtenant work and facilities as specified herein. The project includes the hydraulic cleaning and CCTV inspection of approximately 183,000 linear feet (LF) of gravity sewer mains, range from 6- to 15-inches in diameter, and consists primarily of vitrified clay pipe (VCP) and PVC pipe, with some HDPE pipe and cured in place pipe (CIPP) lined VCP. The pipes to be cleaned and inspected are mostly within public rights-of-ways, however, some pipes are within easements. All CCTV work shall conform to current North American Sewer Service Company (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The data from the CCTV inspection will be submitted weekly to the District in the NASSCO-PACP format. The project includes traffic control, hydraulic cleaning of all pipes prior to CCTV inspection, and sewage bypass pumping.

IB-02 SECURING DOCUMENTS

Contract Documents including Specifications and proposal forms are available at the Goleta Sanitary District Office, One William Moffett Place, Goleta, CA 93117.

IB-03 DOCUMENT CHARGE

Bidders may obtain Contract Documents, Specifications, and proposal forms for a charge as indicated in the Notice Inviting Sealed Proposals. Make all checks payable to "Goleta Sanitary District."

IB-04 COMMENCEMENT AND PROGRESS OF THE WORK TO COMPLETION

The successful bidder, properly bonded and insured, after receiving notice that the Contract has been executed on behalf of the District, will become the Contractor and shall commence the work within three (3) days after the date established in the Notice to Proceed, and shall diligently prosecute all portions of the work to completion before the expiration of 90 CALENDAR DAYS after the date established in said Notice to Proceed.

IB-05 FILING PROPOSAL

The sealed envelope containing the proposal shall be endorsed with the bidder's name, marked with the name of the project, the date and time to be opened, and addressed to: Goleta Sanitary District. It is each bidder's responsibility to ensure that his proposal is received by the District prior to the time set for bid opening. The proposal may be mailed or hand delivered to the Goleta Sanitary District, One William Moffett Place, Goleta, CA, 93117, prior to the hour set for bid opening.

Proposals shall be delivered to the District on or before the hour set for opening proposals in the advertised notice thereof, or as extended by addendum.

Immediately after the expiration of the time for submission of proposals, the District will open all proposals. Proposals will be read aloud, and after review, shall be referred to the District Board for action.

It is solely the responsibility of the bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

IB-06 FORM AND CONTENT OF PROPOSAL

Proposals shall be filed as noted above and shall include the following completed documents:

- Proposal Forms
- Designation of Subcontractors
- Security for Compensation Certificate
- Statement of Experience Qualifications
- Proposal Guarantee (Bid Bond)
- Security for Compensation Certificate
- Acknowledgement of Addenda and Clarifications, if any

To receive consideration, proposals shall be made in accordance with the following instructions:

A. Proposals shall be made upon the form provided therefore, which is included with these Specifications, with all items filled out, bid amounts stated both in words and figures, the signatures of all persons required to sign, and shall be in writing. The completed form should be without interlineations, alterations, or erasures.

All bid documents shall be submitted intact with complete specifications and acknowledged addenda on which bid is based.

B. Proposals shall contain only the quotations for which the form is prepared. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

C. Each bidder shall submit with his bid, on the form provided, the name and address of each subcontractor performing over one-half percent (1/2%) of the total value of the project, and the portion of the work which each subcontractor will do, together with the listing of equipment suppliers. If the bidder fails to name the subcontractors in his proposal, he shall be deemed to have agreed to perform such portion of the work himself and shall not be permitted to subcontract said portion of the work without previous written permission of the District. If he fails to designate a manufacturer of the equipment as called for, it will be considered that he has selected the first named manufacturer.

D. Proposals shall be accompanied by a proposal guarantee instrument in the form of an unconditional cashier's check or check certified by a responsible bank of an amount not less than ten percent (10%) of the aggregate of the proposal, payable to the order of the District of, or by a bidders bond for the said amount and so payable written by a surety company acceptable to the District and which is authorized to do business in the State of California. Said check or bond shall be a guarantee that the bidder, if awarded the work, will: (1) enter into a contract, (2) furnish a bond of faithful performance and a labor and material bond within fifteen (15) days after award, and (3) furnish required certificates of insurance. In case of refusal or failure to enter into said Contract, the proposal guarantee shall be forfeited to the District. The proceeds therefrom are hereby

agreed upon as liquidated damages to the said District on account of the delay in the execution of the Contract, required bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable proposal resulting from such failure or refusal to execute the Contract and the bonds as required. Upon the execution of the Contract and the approval on behalf of the District of the accompanying bonds and insurance policies, all proposal guarantees will be returned to each bidder. Award of the Contract, if award is made, will be made within forty-five (45) days after the opening of the bids.

E. At the time of Bidding, each bidder shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, State of California, and shall be skilled and regularly engaged in the general class or type of work called for under this Contract.

It is the intention of the District to award the Contract only to a bidder who is able to furnish satisfactory evidence that they have the requisite experience and ability and that they have sufficient capital, facilities, and plant to enable them to prosecute the work successfully and promptly, and to complete it within the time set forth in the Contract.

In determining the degree of responsibility to be credited to a bidder, the District will weigh any evidence indicating the bidder, or personnel guaranteed to be employed in responsible charge of the work, has satisfactorily performed other contracts of like nature and magnitude.

IB-07 EXAMINATION OF SITE MAPS, ETC.

It is recommended each bidder visit the site of the proposed work and fully acquaint themselves with local conditions, construction and labor so that they may fully understand the scope, difficulties, and restrictions attending the execution of work under the Contract.

Bidders shall thoroughly examine and be familiar with the Specifications including the Atlas Maps in the appendices of the Specifications. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with existing conditions shall in no way relieve the bidder from any obligation with respect to his proposal or to the Contract. The Atlas Maps for the work area show conditions as they are supposed or believed to exist; but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the District, its officers, or its representatives that such conditions are actually existent, nor shall the District, or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of any inference or extrapolation drawn by the Bidder between conditions as shown on the Atlas Maps and the actual conditions revealed during the progress of the work, or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public or private improvements which may be within the limits of the Work or adjacent thereto, which may or may not be shown on the Atlas Maps.

The bidder shall investigate to his satisfaction as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these Specifications and the Contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project site as a safe workplace to perform his work.

IB-08 LOCATION OF THE WORK

The site of the work is located within the City of Goleta and unincorporated Santa Barbara County. The facilities to be cleaned and inspected are located within public street rights-of-way or within public easements on private property. Work within easements will require coordination for access.

IB-09 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal for the same work, unless alternative proposals are invited. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a proposal, or quoting prices to other bidders.

Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which said bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered.

IB-10 INTERPRETATION OF CONTRACT DOCUMENTS/RESTRICTION

Should a bidder find discrepancies in, or omissions from, the Specifications, or should he be in doubt as to their meaning, he shall at once notify the District and, should it be found that the point in question is not clearly and fully set forth; a written addendum or Bulletin of Instructions will be sent to all bidders. Neither the Engineer nor the District will be responsible for any oral instructions.

The bidder, by submission of his bid, confirms he has familiarized himself with the Specifications and has found them fit and sufficient for the purpose of preparing his bid. By submission of his bid he agrees that no claim will be made against the District, the District's Consultants or Design Engineer for any damages in excess of \$50,000 or five percent (5%) of the construction costs (whichever is greater) for alleged damage that he or his subcontractors may have suffered due to the inadequacy of his bid on account of any alleged errors, omissions, or other deficiencies in the Plans and Specifications supplied to him by the District. This limitation does not apply to compensation for extra work authorized by the District as provided for under Section 1-76 of the General Conditions. The bidder in no way assumes liability for damages to others for the professional negligence, errors, or omissions of the District's Consultants.

IB-11 ADDENDA

Any addenda or clarifications supplementing the Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the Contract.

IB-12 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of the proposals.

IB-13 OPENING AND COMPARISON OF PROPOSALS

Proposals will be opened and read at the time indicated in the Notice Inviting Sealed Proposals. However, if it deems appropriate, the District reserves the right to extend the period for submission of proposals.

Bidders or their representatives and other interested parties may be present at said opening and reading. The District will determine the lowest responsive, responsible bidder for the work after the proposals have been tabulated for comparison. Bids will be evaluated and compared on the basis of the total bid for items to be awarded. The total bid shall be determined by the sum of the extension of each item's bid amount and the estimated quantity specified in the proposal form. In case of discrepancies between bid amounts in writing and in figures, the written amounts in all cases shall prevail.

IB-14 AWARD OR REJECTION OF PROPOSALS

If award is made, the District will award, at the prices named in the proposal, to the lowest responsive, responsible bidder for the bid items awarded who has complied with Instructions to Bidders and with the provisions of the advertised Notice Inviting Sealed Proposals. The District reserves the right to reject any or all bids and to waive any irregularities or informalities of any bid. The competency and responsibility of bidders as evidenced by the information accompanying the proposals, which will be subject to verification, will be considered in making the award.

Award, if award is made, will be made within forty-five (45) days of the opening of sealed proposals, and no bidder may withdraw his proposal within such time period. The District reserves the right not to award all items bid.

Immediately after making an award, the District will issue a Notice of Award and mail to the bidder to whom such award is made.

Upon the execution of a Contract or rejection of proposals, the District will return to bidders the proposal guarantee instrument which accompanied their proposals.

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

District Board
Goleta Sanitary District
One William Moffett Place
Goleta, California 93117

Prospective Bidders:

Pursuant to the attached Notice Inviting Sealed Proposals, the undersigned hereby proposes and agrees, on award by the Goleta Sanitary District under this Proposal, and in accordance with the provisions therein stated, to execute a contract, with necessary bonds, to furnish any and all labor, materials, transportation, and services for the Closed Circuit Television Inspection of Wastewater Collection Facilities, in accordance with the specifications therefore adopted, and on file with the District, and within the time hereafter set forth and at the prices named in this proposal as follows:

PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER COLLECTION FACILITIES

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Bid prices shall include everything necessary for the completion of the CCTV inspection and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that if the unit price is ambiguous, unintelligible, or uncertain for any case, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. The basis of award shall be the total of all bid items.

The District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the total price will be made at the stipulated unit price.

The District further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract.

Reference General Descriptions of the Work in the General Conditions, Section 1-93, "Description of Bid Items".

The Contractor shall perform an independent quantity take-off of the atlas maps in the appendices of the specifications and bid accordingly. Quantities listed in the Proposal Bid Items Lists are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor will be reimbursed for quantity of item required by the Contract Documents and as actually cleaned and inspected.

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

PROPOSAL FORM – BID SCHEDULE

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	Mobilization, Demobilization, Bonds, & Insurance for the lump sum price of _____ _____ _____ dollars.	Lump Sum (L.S.)	1		
2	Hydraulic Jet Cleaning of 6-inch diameter pipes accessed from a paved roadway, complete, for the unit price of _____ _____ _____ dollars per linear foot.	Linear Feet (L.F.)	22,515		
3	Hydraulic Jet Cleaning of 8-inch diameter pipes accessed from a paved roadway, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	118,826		
4	Hydraulic Jet Cleaning of 10- to 15-inch diameter pipes accessed from a paved roadway, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	26,022		

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
5	Hydraulic Jet Cleaning of 6-inch diameter pipes accessed from an easement, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	1,209		
6	Hydraulic Jet Cleaning of 8-inch diameter pipes accessed from an easement, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	7,180		
7	Hydraulic Jet Cleaning of 10- to 15-inch diameter pipes accessed from an easement, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	7,357		
8	Pipeline CCTV Inspection and Video Recording of 6-inch diameter pipes from a paved roadway, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	22,515		

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
9	Pipeline CCTV Inspection and Video Recording of 8-inch diameter pipes from a paved roadway, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	118,826		
10	Pipeline CCTV Inspection and Video Recording of 10- to 15-inch diameter pipes from a paved roadway, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	26,022		
11	Pipeline CCTV Inspection and Video Recording of 6-inch diameter pipes accessed from an easement, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	1,209		
12	Pipeline CCTV Inspection and Video Recording of 8-inch diameter pipes accessed from an easement, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	7,180		

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
13	Pipeline CCTV Inspection and Video Recording of 10- to 15-inch diameter pipes accessed from an easement, complete, for the unit price of _____ _____ _____ dollars per linear foot.	L.F.	7,357		
14	Reverse Set-up for Pipeline CCTV Inspection in Paved Roadway, complete, for the unit price of _____ _____ _____ dollars per set-up.	Per Set-up	40		
15	Reverse Set-up for Pipeline CCTV Inspection in Easement, complete, for the unit price of _____ _____ _____ dollars per set-up.	Per Set-up	5		
16	Development and Implementation of Engineered Traffic Control Plans, Postings, and Notifications, complete, for the daily rate price of _____ _____ _____ dollars.	Per Day	5		

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ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
17	Handle Sewage Flows/Bypass Pumping, complete, for the unit price of dollars per set-up.	Per Set-up	5		
18	Contingency Allowance	Allowance	Allowance	\$25,000	\$25,000

TOTAL AMOUNT OF ITEMS 1-18: \$ _____

TOTAL AMOUNT WRITTEN IN WORDS:

Bid amount of each of the above bid items must be filled in and completed in figures and written in words.

The above amount is for the work completed and includes any and all sales taxes and levies which may be applicable.

The undersigned has examined the location of the proposed Work and is familiar with the Specifications and the local conditions at the place where the Work is to be done. The undersigned has checked the above amount and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

It is agreed that this proposal may not be withdrawn within a period of forty five (45) days after the date set for the opening thereof. The undersigned understands that the District reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the District Board is to the best interest of the District.

Enclosed herein is a bid bond or check (certified or cashier's) for the sum of

Dollars (\$ _____), being not less than ten percent (10%) of the total amount of this proposal, and the undersigned agrees that, in case of his default in executing the Contract and the necessary bonds after award and due notice thereof, the said check and the money payable thereon shall become and remain in the property of the District as liquidated damages without proof of actual loss.

In accordance with the specifications, the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said work shall be commenced within ten (10) days

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

after notice from the District to proceed with the work, and the entire project completed within 90 consecutive calendar days from the date of Notice to Proceed.

The undersigned agrees, if awarded the Contract, the undersigned and all subcontractors performing Work under the Contract shall pay to all laborers, workers, and mechanics employed in the execution of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable.

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

PROPOSAL FORM (CONTINUED)

Contractor License No. _____

Classification _____

License Expiration Date _____

The Bidder affirms or declares under penalty of perjury under the laws of the State of California that the foregoing licensing information is true and correct. Signed this _____ day of _____, 20__.

Signature _____

By: _____

Title: _____

Business Address: _____

Business Tel.: _____

Dated _____

Home Office Address (if different from above):

Telephone _____

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

**“NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID”**

State of California)
) §
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

Subscribed and sworn to before me this

_____ day of _____, 20 ____

Notary Public

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

EXPERIENCE QUALIFICATIONS

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: _____

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

<u>Year</u>	<u>Type of Work</u>	<u>Contract Amount</u>	<u>for Whom</u>

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>

Signed _____
Title _____
(Same signature as on Proposal)

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

SEWAGE BYPASSING QUALIFICATION FORM

(To be submitted with Bid)

Provide the following information for each construction foreman who will be responsible for bypassing of project sewage flow. Qualified foreman shall have a minimum of 5 year of supervisory field experience on at least 3 successfully completed projects and 3 year of supervisory field experience in flow diversion.

CONTRACTOR: _____

FOREMAN: _____

PROJECT: _____ DATE COMPLETED: _____

NAME & ADDRESS OF OWNER: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

SUPERVISORY FIELD EXPERIENCE – FLOW DIVERSION: _____ months.

PROJECT: _____ DATE COMPLETED: _____

NAME & ADDRESS OF OWNER: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

SUPERVISORY FIELD EXPERIENCE – FLOW DIVERSION: _____ months.

PROJECT: _____ DATE COMPLETED: _____

NAME & ADDRESS OF OWNER: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

SUPERVISORY FIELD EXPERIENCE – FLOW DIVERSION: _____ months.

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

CCTV INSPECTION QUALIFICATION FORM
(To be submitted with Bid)

Provide the following information for each foreman who will be responsible for CCTV Inspection. Qualified foreman shall have a minimum of 3 year of experience specializing in the televising of wastewater collection systems on at least 3 successfully completed projects. Provide current NASSCO PACP certification of all CCTV operators working on this project.

CONTRACTOR: _____

FOREMAN: _____

PROJECT: _____ DATE COMPLETED: _____

NAME & ADDRESS OF OWNER: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

SUPERVISORY FIELD EXPERIENCE – CCTV INSPECTION: _____ months.

PROJECT: _____ DATE COMPLETED: _____

NAME & ADDRESS OF OWNER: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

SUPERVISORY FIELD EXPERIENCE – CCTV INSPECTION: _____ months.

PROJECT: _____ DATE COMPLETED: _____

NAME & ADDRESS OF OWNER: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

SUPERVISORY FIELD EXPERIENCE – CCTV INSPECTION: _____ months.

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and as Surety, are hereby held and firmly bound unto the Goleta Sanitary District as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that where the Principal has submitted to the Goleta Sanitary District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the CCTV Inspection of Wastewater Collection Facilities.

NOW, THEREFORE;

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish BONDS for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Principal (L.S.)

By _____

**PROPOSAL FOR CLOSED CIRCUIT TELEVISION INSPECTION OF WASTEWATER
COLLECTION FACILITIES**

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

TO: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California 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.

(Signature of Bidder)

Business Address

Place of Residence

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Goleta Sanitary District, Santa Barbara County, State of California, hereinafter called the Owner or District, and _____, hereinafter called the Contractor.

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

1. That for and in consideration of the covenants and agreements hereinafter contained on the part of the Owner, and the sums of money hereinafter designated to be paid to the Contractor by the Owner in the manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the Owner, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to furnish, construct, and complete all bid items for Closed Circuit Television Inspection of Wastewater Collection Facilities, for the Goleta Sanitary District, State of California, all as more particularly and in detail set forth in those certain Specifications filed in the office of the District, and identified by the signatures of the parties to this Agreement.

2. Time of Performance: In accordance with the specifications the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said work shall be commenced within three (3) weeks after date established in Notice to Proceed from the Owner, and the entire project completed within ninety calendar days from date of said Notice to Proceed.

3. Payments: Payments will be made by cash to Contractor for work performed at the times and in the manner provided in the Specifications. Payment will be made at bid prices for awarded Bid Items, plus amounts of approved change orders.

4. Components Parts: This Contract shall consist of the following documents, each of which is on file in the office of the District and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) This Agreement
- (b) Notice Inviting Sealed Proposals
- (c) Accepted Proposal Documents
- (d) Performance Bond
- (e) Payment Bond
- (f) Specifications
- (g) Addenda, if any
- (h) Wage Scale

5. Wage Scale: Reference is hereby made to the rate of prevailing wage scale established by the State Director of Industrial Relations, a copy of which is available for inspection as set forth in the District office, the provisions of which are hereby specified as the rate of prevailing wage to be paid workmen on this project, and the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code shall be complied with.

6. Hours of Labor: The Contractor shall forfeit, as penalty to the District, Twenty-five Dollars (\$25) for each workman employed in the execution of the contract by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

7. Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured, apprentices may be employed in the prosecution of the work.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

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

"No discrimination shall be made in the employment of persons upon public works because of the race, color or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation in this chapter."

9. Worker's Compensation Insurance: In accordance with the provisions of Section 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work in this contract.

10. Security for Compensation: Contractor hereby stipulates that the provisions of Section 1775 of the Labor Code of the State of California will be complied with. Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California.

IN WITNESS WHEREOF, the District Board has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

GOLETA SANITARY DISTRICT

(SEAL)

ATTEST:

By _____
Steve Wagner, P.E.
General Manager/District Engineer

Name _____
(Please Type)

CONTRACTOR:

By _____

Name _____

Title _____

Address _____

Employer Identification Number

Telephone Number: () _____

ACKNOWLEDGEMENT

By a Corporation:

State of California)
County of) §

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for the County of _____, State of California, personally appeared, known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

(SEAL)

Notary Public in and for the County of

State of California

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the District Board of the Goleta Sanitary District, Santa Barbara County, State of California, has awarded to

_____ hereinafter designated as the "Principal," a Contract, the terms and provisions of which Contract are incorporated herein by reference, for Closed Circuit Television Inspection of Wastewater Collection Facilities; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as surety, are held and firmly bound unto the Goleta Sanitary District, California, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said District from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its 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, or to the work, or to the Specifications.

In the event the District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the Court.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____	_____
(SEAL)	Principal
_____	By _____ (s)
(Witness as to Principal)	_____
_____	_____
(Address)	(Address)

_____	_____
ATTEST:	Surety
_____	_____
Witness to Surety	Attorney-in-Fact
_____	_____
_____	_____
(Address)	(Address)

If CONTRACTOR is partnership, all partners must execute BOND.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

as Principal, and _____, organized and existing under the laws of the State and authorized to execute bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 3181 whose claim has not been paid by the Contractor, company or corporation in the aggregate total

of _____

_____ Dollars (\$) being 100% of the Contract amount for the-payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a Contract dated _____, 20 ____, with the Goleta Sanitary District to do the following work, to-wit:

Closed Circuit Television Inspection of Wastewater Collection Facilities

NOW, THEREFORE, if the above-bounden Principal or his subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, 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 from the wages of employees of the Contractor and his subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, the surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designed in Civil Code Sections 3247 to 3252, inclusive, and all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its 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, or to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

(Address)

If CONTRACTOR is partnership, all partners must execute BOND.

SPECIFICATIONS

DIVISION I

GENERAL CONDITIONS

1-01 WORK TO BE DONE

This project includes the furnishing of all labor, materials and equipment for the Closed Circuit Television (CCTV) Inspection of Wastewater Collection Facilities, together with all appurtenant work and facilities as specified herein. The project includes the hydraulic cleaning and CCTV inspection of approximately 183,000 linear feet (LF) of gravity sewer mains, range from 6- to 15-inches in diameter, and consists primarily of vitrified clay pipe (VCP) and PVC pipe, with some HDPE pipe and cured in place pipe (CIPP) lined VCP. The pipes to be cleaned and inspected are mostly within public rights-of-way, however, some pipes are within easements. All CCTV work shall conform to current North American Sewer Service Company (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The data from the CCTV inspection will be submitted weekly to the District in the NASSCO-PACP format. The project includes traffic control, hydraulic cleaning of all pipes prior to CCTV inspection, and sewage bypass pumping.

1-02 DEFINITIONS

The following terms shall be as defined herein when used in these Specifications or the Contract Documents:

District The words "District," "Contracting Agency" or "Owner" refer to the Goleta Sanitary District, California, the governing body of which is termed the District Board.

Contractor The word "Contractor" means the person, firm, or corporation with whom the Contract Agreement is made by the District for the performance of the Work herein described.

Engineer The term "Engineer" refers to the District Engineer, or the firm or person designated by the District as its engineering representative during the course of the project to make appropriate inspections and computations of payments. On all questions concerning the acceptability of materials and construction, the decision of the Engineer and his duly authorized assistants shall be final.

Design Engineer The term "Design Engineer" refers to MNS Engineers, Inc.

Standard Specifications Means the "Standard Specifications for Public Works Construction", latest edition (including supplements), of the Southern California Chapter of the American Public Works Association (Greenbook).

Caltrans Specifications Means the "Standard Specifications" and "Standard Plans," July 2002 editions, issued by the State of California Department of Transportation.

<u>Standard Detail</u>	Means the "Standard Drawings" in the Goleta Sanitary District "Procedural Manual and Standard Specifications for the Construction of Sanitary Sewers".
<u>Uniform Building Code</u>	Means the Uniform Building Code, latest edition, of the International Conference of Building Officials including supplements.
<u>Contract Date</u>	The term "Contract Date" shall mean the date established by the Notice to Proceed with the work.
<u>Drawings</u>	"Drawings" shall mean adopted Construction Plans.
<u>Plans</u>	"Plans" shall mean adopted Construction Plans.
<u>Provide</u>	The term "provide" shall mean "furnish, install, and connect."
<u>Furnish</u>	The term "furnish" shall mean "supply only, do not install."
<u>Install</u>	The term "install" shall mean "install or apply only, do not furnish."
<u>Days</u>	The word "Days" shall mean work days, unless specifically noted otherwise.
<u>Addenda</u>	Written or graphic instruments issued prior to the execution of the Contract Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
<u>Bid</u>	The proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
<u>Bidder</u>	Any person, firm, or corporation submitting a Bid for the work.
<u>Bonds</u>	Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
<u>Change Order</u>	A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract time.
<u>Contract Price</u>	The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
<u>Contract Time</u>	The number of work days stated in the Contract Documents for the completion of the Work from the date established in the Notice to Proceed.
<u>Supplier</u>	The word "Supplier" used herein or in other parts of the Contract Documents means the person, firm, or corporation with whom the Contractor has contracted to furnish equipment and materials, as herein specified and/or as shown on the Drawings.

Subcontractor An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

Contract Documents

The words "Contract Documents" shall mean any or all of the following items, as applicable:

- Notice Inviting Sealed Proposals
- Instructions to Bidders
- The Accepted Proposal Documents
- Proposal
 - Designation of Subcontractors
 - Bidder's Statement of Experience Qualifications
 - Security for Compensation Certificate
 - Non-Collusion Affidavit
- Contract
 - Contract Agreement
 - Acknowledgements
 - Performance Bond
 - Payment Bond
- General Conditions
- Wage Scales
- Specifications

- Addenda or Clarifications, if any
- Executed Change Orders, if any

Each of these items is to be considered by reference as part of the Contract Agreement.

1-03 CONTRACT AGREEMENT

The bidder to whom award is made shall execute a written Contract Agreement and required supplementary documents and submit them to the District within fifteen (15) days after the Notice of Award has been received by mail or facsimile by him at the address given in his proposal. The Contract Agreement shall be made in the form adopted by the District and incorporated in these Specifications.

If the bidder to whom award is made fails to enter into the Contract, as herein provided, the Proposal Guarantee will be forfeited and become the property of the District, and an award may be made to the next lowest responsive responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the Contract and Bonds for the corporation is duly authorized so to do in the form of an acknowledgement attached to the Contract Agreement with the corporation seal affixed thereto.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract Agreement. Certified copies of any or all subcontracts will be furnished the District for approval prior to commencing any work under said subcontract. The

subcontracting of any or all of the Work to be done will in no way relieve the Contractor of any part of his responsibility under the Contract.

Where a portion of the Work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the request of the Engineer, and shall not again be employed in the work.

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract, or his right, title or interest therein, or his power to execute such Contract, to any other person, firm, or corporation without previous consent in writing of the District.

1-04 BONDS

The successful bidder shall, at the time of signing the Contract, furnish surety bonds of a surety company or companies authorized to do business in the State of California and satisfactory to the District, and made payable to the Goleta Sanitary District. Bonds shall contain a waiver of the provisions of Section 2819 of the California Civil Code.

The payment bond shall be in an amount equal to one hundred percent (100%) of the Contract amount and shall be for payment of just claims for materials, labor, and subcontractors employed by the Contractor thereon.

The performance bond shall be in an amount equal to one hundred percent (100%) of the Contract amount and shall be as Surety for the faithful performance of the Contract, and for the fulfillment of such other requirements as may be provided by law. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the District on account of such defects, discovered within one (1) year after final acceptance by the District, which shall remain in effect for a period of one (1) year, to guarantee the repair and replacement, and payments for damages.

Attorneys-in-fact, who sign bid bonds or contract bonds, must file with each bond a certified and effectively dated copy of their power of attorney.

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and it waives the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the District or its authorized agents under the terms of this Contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligations under this Contract.

1-05 WRITTEN NOTICE AND SERVICE THEREOF

Any notice to any party relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to said party at his last given address, or delivered in person to the said party or his authorized representative on the work.

1-06 COMMENCEMENT OF WORK AND TIME ALLOWED FOR COMPLETION

The Contractor shall commence the work covered by this Contract within ten (10) days after date of

issuance of Notice to Proceed from the District to proceed with the Work. Work will be considered to have commenced when the Contractor begins ordering materials and equipment or starts site Work.

The Contractor shall not commence the Work, nor incur any expense in connection therewith, before he is notified to proceed with the Work.

Work on this project shall be completed within the time specified in the Contract Agreement. The time shall commence from the date of the Notice to Proceed.

A Pre-Construction conference will be scheduled by the Engineer prior to the Contractor starting Work.

The Contractor shall diligently pursue the Work and complete the Work as specified within the time limits as set forth in the Proposal and/or in the Instructions to Bidders.

The Contractor shall give the District written notice not less than two (2) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work that may be caused by his failure to give such notice.

1-07 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON

It is agreed by the parties to the Contract that time is of the essence; and that in case all the Work is not completed before or upon the expiration of the time limit as set forth, damage will be sustained by the District and it is, therefore, agreed that the Contractor will pay to the District as damages the amount of the actual damage sustained by the District, but in no case shall said amount be less than One Thousand Dollars (\$1000.00) per day, as determined, due to the failure to complete the work in the time agreed upon. In addition, the District shall have the right to charge to the Contractor and to deduct from payments for the Work the actual cost to the District of engineering, inspection superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges. The expenses and damages described above shall be deducted from any money due to the Contractor under this Contract, the Contractor and his sureties shall be liable for any such excess cost.

1-08 GUARANTEE OF WORK

The Contractor shall guarantee the work done under this Contract against failures, leaks, and breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship for a period of one (1) year from the date of acceptance of the entire project. The one (1) year guarantee period shall commence on the day of recordation of the acceptance of the entire project. It is understood that partial or entire use of the Work does not constitute acceptance, but rather a benefit to the Contractor from the District to enable the Contractor to complete the work. Any repair work or replacement required, in the opinion of the Engineer, shall be done immediately by the Contractor at his own expense. Should the Contractor fail to repair such failures, leaks, breaks, or other unsatisfactory conditions or to make replacement within five (5) days after written notice, it shall be lawful for the District to make such repairs and replacements and charge the Contractor with the actual costs of such necessary labor and material.

Neither the recordation of final acceptance nor the final certificate for payment nor any provision of

the Contract nor partial or entire use or occupancy of the premises by the District shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of one (1) year from the date of final acceptance of the entire facility. The District will give notice of observed defects with reasonable promptness.

The District is hereby authorized to make such repairs, if, within five (5) days after mailing of a notice in writing to the Contractor or to his agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where in the opinion of the District delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If, after installation, the operation or use of the materials or equipment to be furnished under this Contract proves to be unsatisfactory to the Engineer, the District shall have the right to operate and use such materials or equipment until it can, without damage to the District, be taken out of service for correction or replacement. Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

Nothing in this section shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment supplier's liability to the District for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to, nor shall it be deemed to be, a waiver by the District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under these Specifications for defective workmanship or defective materials under the laws of this State pertaining to acts of negligence.

1-09 PRE-CONSTRUCTION CONFERENCE

A Preconstruction Meeting shall be conducted prior to the commencement of the construction at a place and time designated by the Engineer. Those required to attend the meeting shall include but not be limited to the following representatives:

- The Contractor, including subcontractors;
- Owners' staff;
- The Design Engineers;
- Construction Management Team;
- County of Santa Barbara representatives
- City of Goleta representatives;
- and other affected parties.

The purpose of the meeting is to designate responsible personnel, lines of communication and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the Contractor prior to the meeting date. However, the Contractor should be prepared to discuss the following items:

- Status of Contractor's insurance and bonds;
- Contractor's tentative schedules;
- Transmittal, review, and distribution of Contractor's submittals;
- Processing applications for payment;
- Maintaining record documents;
- Critical Work sequencing;
- Bypass pumping and discharge, including spill control plan;
- OSHA Requirements including Confined Space Procedures;
- Traffic Control Plan(s);
- Field decisions and Change Orders;
- Use of project site, storage areas, security, housekeeping and Owner's needs;
- Environmental mitigation requirements;
- Contractor's assignment for safety, first aid, fire prevention, and hazardous materials and waste management.

The Engineer will preside at the Preconstruction Meeting and will arrange for keeping and distribution of meeting minutes.

1-10 DELAYS

a. Excusable Delays

If any delay to construction critical path is caused the Contractor by specific order of the District to stop work, or by the performance of extra work ordered by the District, or by failure of the District to provide the necessary site for installation, or by unforeseen causes beyond the control of the Contractor, and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the District, acts of another Contractor in the performance of a contract with the District, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusual inclement weather; and to any delays of subcontractors occasioned by any of the causes specified above; such delay, if it affects the construction schedule, will entitle the Contractor to an equivalent extension of time, except as otherwise provided in the paragraphs herein covering "Right to Terminate Contract." Application for extension of time shall be presented in writing to the Engineer within ten (10) days of start of delay for approval and shall be accompanied by the formal consent of the sureties, but an extension of time, whether with or without such consent, shall not release the sureties from their obligation which shall remain in full force until the discharge of the Contract. The decision of the Engineer with regard to such requests shall be final.

Notwithstanding the provisions above, the Contractor shall not be liable for damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the District or the owner of the utility, under Government Code Section 4215.

It is the responsibility of the Contractor to order materials required for the work properly and promptly on Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

b. Unusual Inclement Weather

Unusual inclement weather is weather that adversely affects the critical path construction schedule

and exceeds the immediately preceding five years average of rain days for that month of more than 0.50 inches or the average days of freezing weather for that month, as recorded at Santa Barbara Airport. A claim for delay due to unusual inclement weather shall be filed with the Engineer within ten (10) days of initiation of the delay.

1-11 RIGHT-OF-WAY DELAYS

If, as a result of a temporary suspension of the work due to failure to provide right-of-way at a location or locations, the Contractor sustains a loss which could not have been avoided by his judicious handling of forces, equipment, and plant to perform other work on the Contract, there shall be paid to the Contractor such amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, to be determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis, with the following exceptions:

- (1) The right-of-way delay factor for each classification of equipment shown in the Department of Transportation publication entitled "Equipment Rental Rates and General Prevailing Wage Rates," of the State of California, will be applied to such equipment rental rate.
- (2) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any one day.
- (3) The days for which compensation will be paid shall be for all or portions of calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers and the cost of extra moving of equipment. Compensation for idle time of equipment will be determined by the Engineer and compensation for idle time of workers will be determined by the Engineer as "Labor," and no markup will be added in either case for overhead and profit. Compensation for the cost of moving equipment shall be the actual cost without markup for overhead or profit.

1-12 INSURANCE

a. General

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance shall have the approval of the District as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractor.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Contractors shall include all costs for insurance in the bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. Coverage required hereunder shall operate as Primary insurance.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract the following insurance coverage:

b. Comprehensive General Liability Insurance

This insurance shall protect the Contractor from claims for bodily injury and property damage that may arise because of the nature of the work or from operations under this Contract.

1. Additional Insureds

This policy of insurance shall name the District and each of its officers, employees, and agents; and the District's consultants including the Engineer, Design Engineer and their consultants and each of their partners, officers, employees, and agents. This policy shall provide coverage to each of the additional insureds with respect to said work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if the additional insureds have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

2. Amount of Coverage

The bodily injury and property damage liability policy of insurance shall provide coverage in the following minimum limits of liability: \$5,000,000 on account of any one occurrence with an aggregate limit of not less than \$5,000,000, combined single limit. Deductible shall not exceed \$5,000. The Contractor shall be solely responsible for damage payments up to the amount of the deductible.

3. Subcontractors

The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have his subcontractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability which may arise from operations of his subcontractors.

4. Included Coverage

The above bodily injury and property damage liability insurance shall also include the following coverages:

Premises - Operations

Owner's and Contractor's Protective (Subcontractors to the Contractor)

Products - Completed Operations

Personal Injury (False Arrest, Libel, Wrongful Eviction, etc.)

Broad Form Property Damage

XCU (Explosion, Collapse, Underground Damage)

exclusion deleted when applicable to operations performed by the

Contractor or his subcontractors Contractual Liability with respect to the Indemnification Agreement as herein stated

5. Umbrella Policy

At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required.

c. Worker's Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

If the Contractor, at the sole discretion of the District, satisfies the District of the responsibility and capacity under the applicable Worker's Compensation Laws, if any, to act as self-insurer, he may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions before commencing the performance of the work of this Contract.

Before the agreement between the District and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractors have obtained for the period of the Contract full Worker's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws.

d. Builder's Risk Insurance

"All Risk" Builder's Risk Insurance, in an amount equal to the Contract price, shall be obtained, paid for, and maintained by the Contractor and shall cover, but shall not be limited to, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by air craft or vehicles, vandalism and malicious mischief, theft, collapse, flood, and earthquake.

This insurance shall name the District, the Design Engineer, and the Contractor as insureds and shall include coverage, but not by way of limitation, for all damage or loss to the work and to appurtenances, to materials and equipment to be used on the project while the same are in transit, stored on or off the project site, to construction plant and temporary structures.

1. Such insurance may have a deductible clause not to exceed the below listed limits:

- (a) Coverage for "Acts of God" in excess of five percent (5%) of Contract amount as defined in Sections 4150 and 4151 of the Government Code is subject to separate coverage if Bid Items for Act of God insurance are awarded.
 - (b) Flood and earthquake deductible shall not exceed five percent (5%) of the value at risk at the time of risk.
 - (c) All other perils: \$5,000.
2. The policy shall provide the District the right to utilize the facilities without termination of the policy until acceptance of the project.

e. Certificate of Insurance

The Contractor shall, at the time of execution of this Contract, file with the District a Certificate of Insurance covering all the insurance as required herein. The certificate shall be satisfactory to the District and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving the District at least thirty (30) days prior notice thereof in writing. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. Certificates shall show named insureds as required herein. Certificate shall state that insurers shall have no right of recovery or subrogation against the District, the Design Engineer or their partners, officers, employees or agents.

f. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the District, the Engineer, the Design Engineer, the agents, consultants, partners, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death (including that sustained by Contractor's or subcontractor's employees), or to injury to or destruction of tangible property (other than the work itself) including the loss of use therefrom; and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist.

The obligations of the Contractor under this indemnity and hold harmless agreement shall not apply to (a) liability for damages arising from the sole negligence or willful misconduct of the District, the Engineer, the Design Engineer, or their agents, consultants, servants or independent contractors (other than the Contractor) who are directly responsible to the District or Engineer, or City of Santa Barbara/Goleta, nor to (b) the liability of the Engineer, their agents, or employees, or consultants, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, its agents or employees, provided such giving or failure to give is the sole cause of the injury or damage.

g. Injury or Illness Reports

The Contractor shall furnish the Engineer with a copy of the Employer's Report of injury, not later than 24 hours following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Engineer with a copy of the Employer's Report of injury involving any subcontractor on this project.

h. Notification of Insurance Companies

The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and they shall waive the right of special notification or consent to any change or modification of this Contract or of extension of time, or of decreased or increased Work, or of the cancellation of the Contract, or of any other act or acts by the District or its authorized employees and agents, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

1-13 (Deleted)

1-14 INSURANCE DURING GUARANTEE PERIOD

For all work the Contractor or his subcontractors perform during the guarantee period, worker's compensation, public liability and property damage insurance and comprehensive general liability insurance shall remain in force.

1-15 RIGHTS OF ACTION

No right of action shall accrue upon or by reason of this agreement to or for the use or benefit of anyone other than the parties to this agreement. The parties to this agreement are the Contractor and the District.

1-16 PERMITS AND FEES

The Contractor shall comply with all requirements of the District, County of Santa Barbara and/or City of Goleta, and the State of California on notifications, protective signs, and other work conditions.

The Contractor shall file for, obtain and pay all fees for permits, other than fees associated with encroachment permits paid by the District, and coordinate all aspects of this Work. Encroachment Permit applications for work within public rights-of way within the City of Goleta and County of Santa Barbara have been submitted and paid for by the District. The Contractor shall pick up these encroachment permits and pay for any additional associated fees required by these agencies See Paragraph 1-48, "Tests", herein. The Contractor shall pay all fees associated with the conduct of his business such as business licenses.

Any permits, bonds, and licenses required for the performance of work under this Contract and not specifically mentioned herein as having been obtained by the District shall be obtained and paid for by the Contractor. The Contractor shall pay all fees for required licenses.

1-17 LANDS AND RIGHTS-OF-WAY

Work will be completed within the County of Santa Barbara and the City of Goleta public road rights-of-way and within Goleta Sanitary District easements for sewer purposes.

The District will not accept any responsibility for damage or loss of the Contractor's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by the Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor.

Where additional workspace is desired by the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such space for his use. The acquisition of any such workspace shall be coordinated with the District and evidence for right of occupancy shall be provided.

1-18 COMPLIANCE WITH LAWS

The Contractor shall keep himself and his subcontractors fully informed of all existing and future State and Federal laws and District, County and City ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings or Specifications, or in this Contract, in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the District, the Engineer, and all of their officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor himself or by his employees. Particular attention is called to the following:

a. Prevailing Wage

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Owner has determined that each Contractor choosing to bid on this Contract shall obtain the general prevailing rate of wages (which rate shall include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workers concerned. These wage rates are to be obtained by the Contractor from the Director of Industrial Relations and are incorporated herein by reference.

(Web Page: <http://www.dir.ca.gov/dlsr/PWD/Southern.html>)

The wage rates determined by the Director of Industrial Relations referenced herein for the project refer to expiration dates. Prevailing wage determinations for which subsequent wage rates have been determined on the first day of advertising for bids shall become effective for the period specified. Prevailing wage to be paid for a particular craft after the last expiration date as determined by the Director of Industrial Relations on the first date of project advertisement for bids shall remain in effect for the balance of this contract.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates as determined by the Director of Industrial Relations shall be obtained by the Contractor from the Director of Industrial Relations and be posted at a prominent place at the site of the work.

Changes in the general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the first date of advertisement for the project. Changes, if any, to the general prevailing wage rates will be available from the Director of Industrial Relations.

The prevailing wage rates to be posted at the job site shall be furnished by the Contractor.

The Contractor shall forfeit as penalty to the District twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the Contract by him or by any subcontractor under him, in violation of the provisions of the Labor Code and, in particular, Section 1770 to Section 1781 thereof, inclusive.

b. Legal Holidays

For the purposes of this Contract and the following paragraph, "Overtime and Shift Work," of these Special Provisions, designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th (for the purposes of this Contract only), Thanksgiving Day and the day after, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a holiday, except November 11, falls on a Saturday, the preceding Friday shall be a designated holiday.

c. Eight Hour Day Limitation

In accordance with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code, State of California, and in particular Sections 1810 to 1817 thereof, inclusive, eight (8) hours labor shall constitute a day's work and no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week, except as provided for in Section 1815.

The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the District or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the District, the sum of twenty-five dollars (\$25) for each laborer, worker, or mechanic employed in the execution of this Contract by him or by any subcontractor under him for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of this stipulation.

d. Overtime and Shift Work

Attention is directed to Section 7-2.2, "Laws", of the Standard Specifications and these Special

Provisions. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 5:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

All costs for such overtime and shift work initiated by the Contractor and approved by the Engineer, and such work as is necessary for the proper care and protection of the work already performed, or in the case of emergency, shall be the responsibility of the Contractor, and no additional compensation shall be allowed for said additional costs.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the Owner, AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 8:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, testing, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the Owner from payments due the Contractor.

e. Apprentices

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5 reads, in part, as follows:

"The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days."

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

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

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

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

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to 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.

f. Labor Discrimination

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

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

g. Worker's Compensation Insurance

The provisions of Paragraph 1-12 shall be considered as repeated herein.

h. Lateral and Subjacent Supports

Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the Contractor shall comply with this law. As provided in Labor Code Section 6707, a separate bid item is provided for costs of shoring and bracing of excavations

five feet or more in depth.

i. Permits and Licenses

The Contractor shall obtain all required bonds, permits and licenses, except those permits and licenses specifically stated to be provided by the District, and give all notices necessary and incidental to the due and lawful prosecution of the work.

j. Safety Standards

The Contractor shall comply with provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40USC 327 et seq.) as set forth in Title 29, C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be the Contractor's sole responsibility, and neither the District, the Engineer nor the Design Engineer shall have any liability for non-compliance. See Paragraph 1-25 for additional safety requirements.

1-19 NOISE CONTROL

The Contractor shall comply with all applicable noise control regulations.

Increased noise impacts due to construction, including truck traffic, excavation equipment, demolition activities, and repaving operations, shall be limited to occur between 8:00 a.m. and 5:00 p.m. only.

The Contractor shall use only such equipment on the work, and in such state of repair, that the emission of sound therefrom is within the noise tolerance level of that equipment; as established by accepted standards of the industry. Should it be determined that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards. **Stationary equipment (pumps, generators, etc.) shall be in sound attenuation enclosures. Noise generated by stationary equipment shall not exceed 65dB(A) measured at 50 feet from the source.**

1-20 (Deleted)

1-21 (Deleted)

1-22 (Deleted)

1-23 DUST CONTROL

During the performance of all work under this Contract, the Contractor shall fully comply with all requirements of Santa Barbara County Air pollution Control District and Planning Department with regard to dust control and shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent his operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be

borne solely by the Contractor.

1-24 SANITATION

The Contractor shall provide sanitary facilities for all persons working on the project. The Contractor shall conform to the rules and regulations pertaining to sanitary provisions as established by District, County Health Department and State of California, as may be applicable.

1-25 SAFETY

In accordance with generally accepted construction practices and State Law, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site.

The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

All work and materials shall be in strict accordance with all applicable State, District, County, City and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA. The Contractor shall be solely responsible for compliance with all District, County and State blasting requirements and for any damages caused by his operations.

Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces on this project is subject to the definitions and applicable provisions of Section 5156 et seq. and Section 5157 et seq., Title 8, California Code of Regulations.

The Contractor shall so perform its work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing 100 or more square feet of asbestos must be "Certified" in accordance with state law. All work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Specifications is to be construed to permit work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. In accordance with the provisions of Section 6707 of the Labor Code, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection.

1-26 STATUS OF CONTRACTOR

It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in the performance of the work. The Contractor shall perform the work in accordance with his own methods, subject to compliance with the requirements of the Contract.

1-27 SUPERINTENDENCE

The Contractor shall designate in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract; and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

When the Contractor consists of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing to the Engineer, the name of their authorized representative who shall have supreme authority to direct the work and to whom orders will be given by the Engineer, to be received and obeyed by the Contractor.

Information shall include the representative's name, street address, town, and telephone number, and the mailing address if different from the street address.

The Contractor shall give his personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully; and when he is not personally present on the work, he shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to execute the same and to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to him or to his authorized representative.

1-28 SUSPENSION OF WORK

The District reserves the right to suspend the whole or any part of the work herein specified if deemed to its interest to do so.

1-29 FAILURE TO PERFORM PROPERLY

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the District, after five (5) days written notice to the Contractor, may, without prejudice to any other remedy the District may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor. The Contractor shall notify the Engineer in writing immediately any time the work falls fourteen (14) calendar days or more behind the time schedule submitted by the Contractor under the provisions of Paragraph 1-43.

1-30 RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail, except in cases for which extension of time is

provided, to supply enough properly skilled workmen or proper materials to diligently pursue the work, or if he should fail to make prompt payment to subcontractors or for material or labor, or if he should persistently disregard laws, ordinances, or instructions of the Engineer, he may be determined by the District to be in violation of this Contract.

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the District may serve written notice upon the Contractor and the surety of its intention to terminate the Contract, such notices shall contain the reasons for such intention to terminate the Contract, and unless, within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the District shall immediately serve notice thereof upon the Surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the District may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the District for any excess cost occasioned the District thereby, and in such event the District may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

If the work should be stopped under an order of any court, or other public authority, for a period of more than ninety (90) days through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail, except for cause, to issue any recommendation for payment within thirty (30) days after it is due, or if the District should fail to pay the Contractor within sixty (60) days of its maturity and presentation any sum recommended by the Engineer, except as provided in Paragraph 1-84, then the Contractor may, upon thirty (30) days written notice to the District and the Engineer, stop work or terminate this Contract and recover from the District payment for all work executed, any loss sustained upon any plant or materials, and reasonable profit and damages.

1-31 RESPONSIBILITY OF THE DISTRICT

The District shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in these Specifications.

1-32 AUTHORITY OF ENGINEER

In all matters relating to acceptability of construction, materials, equipment, or methods, matters relating to execution and progress of Work, percentage of completion, interpretation of Contract Documents, delays, and all claims by the Contractor or the District against the other, including but not limited to claims of breach of Contract, the Engineer shall, within a reasonable time, render a decision on such a matter, which decision shall be final and conclusive.

1-33 CONTRACTOR'S TEMPORARY UTILITY SERVICES

The Contractor shall make his own arrangements for any utility services he may require during the life of this project.

The Contractor shall make his own arrangements for telephone service he will require for his field office (if applicable).

1-34 CONTRACTOR STORAGE AREAS

The District shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. The Contractor shall make arrangements and pay for property offsite as required for storage, offices, work assembly areas, etc. The Contractor shall take all responsibility for storage of materials. No equipment for incorporation in the project may be stored in an area subject to flooding.

1-35 (Deleted)

1-36 (Deleted)

1-37 SPECIFICATIONS

The Contractor may obtain from the District, free of charge, five (5) copies of the Project Specifications. Additional sets of the prints may be procured at cost of printing and binding.

Specifications

Specifications shall include the Instructions to Bidders, General Conditions, Technical Specifications, Appendices, Addenda and Clarifications thereto.

Specifications included in these Contract Documents establish the performance, quality requirements, locations and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance. The location of the work, its general nature and extent, dimensions, details, and other pertinent information are shown on the Atlas Maps in the appendices of the Specifications.

Specification sections have not been divided into groups for work of subcontractors or various trades. Should there be questions concerning the applicability or interpretation of a particular section of the Contract Documents, direct questions to the Engineer.

Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2018 edition) of the Southern California Chapter American Public Works Association (Greenbook), published by Bni Building News, 1612 South Clementine St., Anaheim, California 92802, Telephone (714) 517-0970. The Standard Specifications are incorporated herein by reference. In case of conflict between the Greenbook and the Technical Specifications, the Technical Specifications shall control.

DELETE Part 1 of the Greenbook. REPLACE with the General Conditions Section of the Project Specification.

Reference Specifications

Applicable Publications: whenever in the Contract Documents references are made to published specifications, codes, standards, or other requirements, it shall be understood that whenever no date is specified, only the latest specifications, standards, or requirements of the respective issuing

agency which have been published as of the date that the work is advertised for bids shall apply: except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the atlas maps shall be waived because of any provision of, or omission from, said standards or requirements.

The following reference Specifications or Standards are applicable:

State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

State of California Department of Transportation (Caltrans) Standard Plans, latest edition.

Goleta Sanitary District Standard Specifications for the Design and Construction of Sanitary Sewers, latest edition.

In case of conflict between Contract Documents, the document highest in precedence shall govern. The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Technical Specifications.
3. Standard Plans.
4. Standard Specifications.
5. Reference Specifications.

Change Orders, Supplemental Agreements and approved revisions to Specifications will take precedence over Items 2) through 6) above.

Any discrepancies found between the Specifications and site conditions or any inconsistencies or ambiguities in the Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Contractor shall keep on the work site a complete set of the Specifications, including Addenda and Change Orders, and shall at all times give the Engineer access thereto. Any Drawings included in the detail Specifications shall be regarded as part thereof and of the Contract. The Engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the Proposal or detail Specifications. It shall be the duty of the Contractor to see that the provisions of these Specifications are complied with in detail irrespective of the inspection given the work during its progress by the authorized official or his representatives. Any failure on the part of the Contractor to observe the Specifications will be sufficient cause for the rejection of the work at any time before its acceptance. Only "favorably reviewed" shop drawings shall be used for construction.

Wherever Military Specifications (MIL), ANSI, ASTM, AASHTO, AISC, AWS, AWWA, Federal Specifications (FS), Manufacturer's Standardization Society (MSS), or other specifications are referred to in these Specifications without designation of year, the reference is to the current or revised specification effective at the time of receiving proposals.

In all cases where reference is made to the requirements of such organizations as American

Society for Testing and Materials, copies of the requirements referred to are on file with the Engineer and may be seen at his office.

Wherever the following terms are used, the intent and meaning shall be as follows:

<u>Abbreviation</u>	<u>Stands For</u>
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIAI	Asphalt Institute
AISC	American Institute of Steel Construction
AISA	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Department of Industrial Relations, Division
Caltrans	California Department of Transportation
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U. S. Environmental Protection Agency
ETL	Electrical Testing Laboratory
FCC	Federal Communications Commission
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission, Rules For Overhead Electric Line Construction
GO 128	General Order No. 128, California Public Utilities Commission, Rules for Underground Electrical Construction
HI	Hydraulic Institute

HMI	Hoist Manufacturers Institute
IAMPO	International Association of Plumbing and Mechanical
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NASSCO	North American Sewer Service Company
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SAMA	Scientific Apparatus Makers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
UBC	Uniform Building Code
UL	Underwriters Laboratories
UPC	Uniform Plumbing Code
USDC	U. S. Department of Commerce
WQCB	Water Quality Control Board (Regional)
WRCB	Water Resources Control Board

1-38 TRADE NAMES

Whenever any article or any class of materials is specified by a trade name or by the name of any particular patentee, manufacturer, or dealer, it shall be and is mutually understood to mean and specify the article or class of materials described, or any other equal thereto in quality, finish, and durability, and equally as serviceable for the purpose for which it is intended, subject to the favorable review and acceptance of the Engineer. The term "or equal" means equal in the judgment of the Engineer.

Listing a manufacturer's name and/or model number after a product description does not constitute a guarantee or representation on the part of the Owner or Design Engineer that the maker listed will provide the item specified at the time of bidding or when needed for construction. It is incumbent on bidders to verify the availability of all items required and base their bids on quotations for providers who can and will supply items meeting detailed product specifications in time to meet the Contractor's construction schedule. Model numbers listed may not include all options or modifications required by detailed specifications.

1-39 STANDARD PRODUCTS

Unless otherwise indicated in these Specifications, or favorably reviewed by the Engineer, materials and equipment for the Project shall be essentially the standard product of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All equipment and material shall be new.

1-40 (Deleted)

1-41 SUBMITTALS

Where the Contractor is required by these Specifications to make submittals, they shall be made to the Engineer with a letter of transmittal. The Contractor shall provide digital copies of the following items:

- Designation of Superintendent - Key Personnel, Key Personnel's Telephone Numbers, and Emergency Telephone Numbers
- Cost Breakdown
- Schedule of Operations
- Manufacturer's Affidavits
- Affidavit of Bills Paid
- Environmental Protection Plans
- Spill Control Plan
- Project Schedule
- Project Traffic Control Plan(s)
- Public Notices
- Signing
- Storage Site Location
- Temporary Sewer Bypass Plan(s)
- NASSCO PACP CCTV Inspection Certifications for All CCTV Operators
- COVID-19 Exposure Control Plan

Copies of permits or approvals for construction from governing environmental protection agencies.

Plan for disposal of waste materials, including permits from or agreements with local solid waste disposal authority and intended haul routes.

Copies of permits or approvals for construction activities from governing safety authorities, including but not limited to, Cal-OSHA Permits.

After Product Review submittals are reviewed, the Engineer will retain one (1) copy for his home office, and distribute one (1) copy to the District and one (1) copy to the Resident Engineer/Inspector, and will return two (2) copies to the Contractor. Product Data submittals will be distributed by the Engineer. No copies of Product Data submittals will be returned to the Contractor by the Engineer, except in unusual situations.

1-42 CONTRACTOR'S COST BREAKDOWN

Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Engineer a detailed cost breakdown of the work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of work shall be grouped by structure, pipeline, system, traffic control, etc. Within each grouping, work should be itemized by readily measurable quantities of work complete in place. For example, concrete should be in units of cubic yards including form work and reinforcing steel. Move-on costs, bond and insurance costs, and overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of work unless a specific bid item is included in the

proposal. In the event the cost breakdown is not favorably reviewed by the Engineer, another cost breakdown shall be submitted that is mutually acceptable to the Contractor and the Engineer.

1-43 SCHEDULE OF OPERATIONS

The Contractor shall submit to the Engineer, within five (5) days after date of the Notice to Proceed, a Project schedule giving the dates when each part of the work will be started and completed. The schedule shall conform to the calendar days set forth above for completion of the work, and shall be subject to modification by the Engineer. Contractor shall submit update of the Project schedule with each progress payment request or whenever it changes by 14 calendar days or more. The Engineer shall be advised in advance by the Contractor when Project work is scheduled and the days when no cleaning or CCTV inspection work will take place. If the Contractor fails to notify the Engineer in advance of the day or days when no project work will be done, the Contractor will be charged the cost of inspection for that day or days and such charges may be deducted from any payment due the Contractor.

When, in the judgment of the Engineer, it is necessary to accelerate any part of the work ahead of schedule, the Contractor shall, when directed, concentrate his efforts on such part of the Work.

1-44 MATERIALS LIST

Before beginning the Work and within five (5) days after date of Notice to Proceed, the Contractor shall submit a List of Materials to the Engineer for favorable review, in sufficient quantity that the Engineer may retain four (4) sets. The List shall include all items of equipment and materials for piping and appurtenances, and plumbing work; the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specification references. After the submission is favorably reviewed and returned to the Contractor by the Engineer, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review by the Engineer as set forth in Paragraph 1-46.

1-45 SUBSTITUTIONS

Where specific brands or manufacturers are listed in the proposal, no change will be permitted except for justification satisfactory to the Engineer, and on his written approval.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal to" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation or service mentioned in these Specifications, they are used to establish the standards of quality and utility required. The Contractor may, upon favorable review by the Engineer, use a different material or equipment. In this connection, it will be the responsibility of the Contractor to provide and stand the cost of making any electrical, mechanical, or structural changes that may be required to accommodate or install the particular material or equipment he desires to use. In other words, any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price for the work. In the event that a cheaper substitute is favorably reviewed, the savings shall be returned to the District.

Substitutions which are equal in quality, efficiency, durability and utility to those specified will be permitted, subject to the following provisions. All substitutions shall be subject to favorable review by the Engineer in writing. For this purpose, the Contractor shall submit to the Engineer, not later than ten (10) calendar days after Notice to Proceed, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature or other detailed information as will demonstrate to the Engineer that the proposed substitute is equal in quality, efficiency, durability and utility to the material specified will be appended to this list. The Engineer will respond in writing such proposed substitutions as are, in his opinion, equal in quality, efficiency, durability and utility to the items or materials specified. A favorable review shall not relieve the Contractor from complying with the requirements of the Specifications, and the Contractor shall be responsible at his own expense for any changes resulting from his proposed substitutions which affect other parts of his work or the work of other contractors, or which will require redesign of the structure, or any of its parts. All material and/or equipment shall be new.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Engineer of any substitutions otherwise proposed.

Whenever catalog numbers and specific brands or trade names not preceded by the designation "similar and equal to," nor followed by the designation "or equal," are used in conjunction with a designated material, product, thing, installation or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be favorably reviewed.

In preparing these Specifications, the Engineer has named those products which to his knowledge meet the Specifications and are equivalent in construction, functional efficiency, and durability, and that where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the Engineer that meets these Specifications. Alternative products meeting the Specifications may be submitted by the Contractor for favorable review by the Engineer.

The first-named manufacturer is the basis for the project design and the use of alternative-named, second-named, or unnamed manufacturer's products proposed by the Contractor may require modifications in the project design and construction. If such alternatives are proposed by the Contractor and are favorably reviewed by the Engineer, the Contractor shall assume all costs required to make necessary revisions, modifications, and seismic anchorages, including all additional costs to the District for evaluation of data submitted by the Contractor to the Engineer, which costs shall be billed directly to the District by the Engineer, and the District shall deduct said costs from Contract monies due the Contractor.

1-46 SHOP DRAWINGS AND DETAILS

The Contractor shall submit at his own expense only those Shop Drawings and details of structural and reinforcing steel, equipment, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances required in the technical specification sections.

If the Product Data or Product Review shop drawings show any deviations from the Contract requirements, the Contractor shall submit with the shop drawing submission a separate written description of such deviations and the reasons therefore. If the District accepts such deviation, the District shall issue an appropriate Contract modification, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a modification need not be issued.

All submissions shall be completed within fifteen (15) days after Notice to Proceed by the District, unless the Engineer accepts an alternate schedule for submission of shop drawings proposed by the Contractor.

Shop Drawing submittal and coordination are the responsibility of the general contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Designation of work "by others," if shown in Shop Drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the Shop Drawings.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall demonstrate clear compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this project.

Review of Product Review Shop Drawing submittals by the Engineer has as its primary objective the completion for the District of a project in full conformance with the Contract Plans and Specifications, and unmarred by field corrections. In addition to this primary objective, the review of Product Review Shop Drawings, as a secondary objective will assist the Contractor in his procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of Shop Drawings and submittals does not constitute a change order to the Contract requirements.

After review by the Engineer of each of the Contractor's Product Review submissions, the material will be returned to the Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
2. MAKE CORRECTIONS NOTED - Same as 1, except that minor corrections as noted shall be made by the Contractor - no resubmissions required.
3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.
4. REJECTED - SEE REMARKS - Submitted material does not conform to Plans and Specifications in major respect, i.e., wrong size, model, capacity, or material. Resubmit.

The Contractor shall not proceed with the fabrication, delivery, or installation of items requiring submittal of Product Review Shop Drawings without favorable review of the submittal by the Engineer. Items 1 and 2 above (no resubmittal required) are considered "favorable review." Items 3 and 4 above (correction and resubmittal required) are considered "unfavorable review."

It is considered reasonable that the Contractor shall make a complete and acceptable submission to the Engineer of Product Review Shop Drawings at least by the second submission. The District reserves the right to deduct monies from payments due the Contractor to cover additional costs of the Engineer's review beyond the second submission.

Favorable review by the Engineer will not constitute acceptance by the Engineer of any responsibility for the accuracy, coordination and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the Contractor, including responsibility to backcheck comments, corrections, and modifications from the Engineer's review before fabrications.

Supplemental specific requirements for Shop Drawings and details are contained in the applicable technical sections of these Specifications.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. The Contractor shall check, initial and stamp "approved" all submittals before submitting them to the Engineer.

The Contractor shall submit a complete initial submittal for those items where required by the technical specifications. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications and shall include any necessary revisions required for equipment other than first named. If the Contractor submits an incomplete initial submittal when a complete submittal is required, the submittal may be returned to the Contractor without review.

The Engineer shall check and review schedules, drawings, etc., submitted by the Contractor only for general design conformance with the concept of the project and compliance with the information given in the Contract Documents.

Acceptance by the Engineer of any drawings, method of work, or any information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the District, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

It shall be the Contractor's responsibility to copy and/or conform reviewed Product Review Shop Drawings in sufficient numbers for his files, subcontractors and vendors.

1-47 INSPECTION AND TESTING

The Contractor shall provide safe access for the Engineer and his inspectors to adequately inspect the quality of Work and the conformance with project specifications. The Contractor shall provide adequate lighting, ventilation, shoring, ladders and other protective facilities as may be necessary

for the safe performance of inspections.

1-48 (Deleted)

1-49 STARTING OF WORK

The Contractor shall give the Engineer written notice not less than two (2) working days in advance of the actual date on which the Work will be started. The Contractor shall be entirely responsible for any delay in the Work that may be caused by his failure to give such notice.

1-50 METHODS AND APPLIANCES

The methods and appliances adopted by the Contractor shall be such as will, in the opinion of the Engineer, secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. If at any time the methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or efficiency, and the Contractor shall conform to such order; failure of the Engineer to order such improvement of methods or efficiency will not relieve the Contractor from his obligation to perform satisfactory Work and to finish it in the time agreed upon.

1-51 MATERIALS AND WORKMANSHIP

All Work shall be done and completed in a thoroughly workmanlike manner, notwithstanding any omission from these Specifications, and it shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Engineer may, by appropriate instructions, correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications. All materials and equipment shall be new.

All defective Work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the Engineer may direct. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the Engineer if not in conformance with the Specifications. The decision of the Engineer is final and conclusive upon the parties.

Any defective material or workmanship, or any unsatisfactory or imperfect Work which may be discovered before the final acceptance of the work or within one (1) year thereafter, shall be corrected immediately on the requirement of the Engineer, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect Work shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

If in the opinion of the Engineer, defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable; or if the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such reductions therefore in the payments due or to become due the Contractor as the Owner may deem just and reasonable.

1-52 NIGHT WORK

Certain pipeline inspections may require night work by the Contractor during low flow periods. The Contractor may also be required to prosecute the work at night if, at any time, the Engineer shall deem it necessary for the progress of the Work, or if emergencies arise, and the Contractor shall promptly comply with any such requirements made in writing by the Engineer. The Contractor will also be permitted to work at night if he shall satisfy the Engineer and the County of Santa Barbara and/or City of Goleta of the need therefore, in order to maintain the required progress or protect the Work from the elements. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefore. For night work, if any is performed, the Contractor shall receive no extra payment, but compensation shall be considered as having been included in the price stipulated for the work. Attention is directed to Paragraph 1-18, "Overtime and Shift Work", herein.

1-53 (Deleted)

1-54 CLIMATIC CONDITIONS

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. When delay is caused by an order to suspend work given on account of climatic conditions which, in the opinion of the Engineer, could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.

1-55 (Deleted)

1-56 PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for the care of all Work until its completion and final acceptance; and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the Work, or the same may be done at his expense by the District and the Contractor and his sureties shall be liable therefore. The Contractor shall make his own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties and shall make no charge for the restoration of such portions of the Work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties, or for delays from such causes. He may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the completed work all plant, rubbish, unused material, or equipment belonging to him or used under his direction during the Project construction; and in the event of his failure to do so, the same may be removed by the District at the expense of the Contractor, and the Contractor and his sureties shall be liable therefore.

The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort, or damage. The Contractor shall protect against damage to structures encountered in the Work and shall be responsible for any damage done to such structures, or damage to property resulting therefrom. He shall support, or replace, any such structures without delay and without any additional compensation, to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by flagmen as required and by barriers and illuminated at

night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by his operations, and under all circumstances shall comply with the laws and regulations of local jurisdictions and the State of California, relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdiction, and shall be solely responsible for any damages caused by failure to provide proper safety.

The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of his fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, he shall provide and install temporary fencing as required, and on completion of the Project shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. He shall provide and maintain all passage ways, guard fences, lights and other facilities for protection required by public authority or local conditions. .

The Contractor shall replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to his entry onto the job.

Any monuments or benchmarks disturbed by construction operations shall be promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Engineer after the plat has been recorded with the County Recorder's Office at no additional cost to the District. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

The Contractor will be held responsible for and required to make restitution, at his own expense, for all damage to persons or property caused by carelessness or neglect on the part of the Contractor or subcontractor, or the agents, or employees of either, during the progress of the Work and until its final acceptance.

1-57 CHARACTER OF WORKERS

None but competent foremen and workers shall be employed on the Work requiring special qualifications; and, when required by the Engineer, the Contractor shall remove from the Work any person who commits trespass, or is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such removal shall not be the basis of any claim for compensation or damages against the Engineer, the District, or any of its officers or representatives.

1-58 SECURITY

It shall be the Contractor's responsibility to provide adequate security and protection for equipment, stores, supplies and staging areas. The District will not accept any responsibility for damage or loss of the Contractor's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by the Contractor.

1-59 (Deleted)

1-60 (Deleted)

1-61 EXISTING UTILITIES AND FACILITIES

a. The Contractor's attention is directed to Sections 4215.5 through 4217, of the Government Code of the State of California requiring that two (2) working days prior to commencing any excavation, that "Underground Service Alert of Southern California" be notified by telephone, toll free, at 1-800-422-4133, for the assignment of an "Inquiry Identification Number" and for location and marking of participating existing utilities.

No excavation shall commence unless the Contractor has obtained the "Inquiry Identification Number" and so notified the Engineer.

The Contractor shall also notify the Engineer at least forty-eight (48) hours prior to beginning his potholing operation, so that he may observe the Contractor's operations. The Contractor is directed to Paragraph 1-16 for Permits, Fees, and Notices required prior to commencing excavations.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

b. The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and he will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

c. The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the District. The Contractor shall advise the Engineer

in writing of his proposed construction schedule for these connections at least forty-eight (48) hours in advance.

d. The Contractor shall uncover all piping and conduits, to a point 1-foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workmen and to the electrical ducts or conduits.

e. If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Engineer, and a method for correcting said interference will be supplied by the Engineer. Payment for correction of interferences not shown on the Drawings will be in accordance with the provisions of Paragraph 1-77 of these Specifications.

f. Planned facility shutdowns to portions of the existing facility shall be accomplished during periods of minimum use. In some cases this may require night or weekend work, which shall be at no additional cost to the District. The Contractor shall program his work so that service will be restored in the minimum possible time, and shall cooperate with the District in reducing shutdowns to a minimum.

g. Care shall be exercised by the Contractor to prevent damage to adjacent walks, streets, culverts, and gutters; where equipment will pass over these obstructions, suitable planking shall be placed.

1-62 ACCESS FOR OPERATING PERSONNEL

The Contractor's attention is drawn to the fact that during the course of the Work of this Contract, the existing facilities will be used and maintained by District personnel. The Contractor shall coordinate his work in such a way as to interfere as little as possible with the routine work of existing facility operation consistent with the necessity for making the connections as herein specified.

1-63 (Deleted)

1-64 OPERATION OF FACILITIES

During the construction of this project, sanitary sewer service may not be interrupted to any user at any time. District staff shall have continuous access to all wastewater collection facilities to continue to operate the system.

1-65 REMOVED MATERIALS

All concrete, paving, reinforcing steel, fencing materials, rock, soil, strippings, and other waste material and debris removed during cleaning of the wastewater pipelines shall be removed from the site by the Contractor and disposed of in a legal manner. All hazardous wastes shall be disposed of in accordance with applicable regulations.

The Contractor shall clean up the Work site daily to maintain safety for access and to avoid fire hazard. Tree stumps, scrap lumber, scrap metal, wire or other scrap building materials or debris shall be regularly hauled away. The Contractor shall keep the Work site neat at all times.

1-66 (Deleted)

1-67 PROVISIONS FOR HANDLING EMERGENCIES

It is possible that emergencies may arise during the progress of the Work which may require special treatment or make advisable extra shifts of men to continue the work for sixteen (16) or even twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the Work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such Work when required by the Engineer. The determinations made by the Engineer for handling emergencies shall be final and conclusive upon the parties.

1-68 COMPLIANCE WITH ENVIRONMENTAL LAWS

During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations, and, if applicable, shoreline construction requirements.

1-69 COOPERATION WITH OTHER CONTRACTORS

This paragraph shall serve as notice to the Contractor that the District may let other contracts for other work at or near the site of this Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work or in the vicinity of the Work to be done under this Contract, the Contractor shall so conduct his operations so as to interfere to the least possible extent with the work of such other forces or contractors.

Any difference or conflicts which may arise between the Contractor and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Engineer.

1-70 STATE ENERGY RESOURCES AND DEVELOPMENT ACT

The project is not subject to the requirements of the State Energy Resources and Development Act.

1-71 (Deleted)

1-72 CODES AND STANDARDS

Where local codes or standards are referred to in these Specifications, the Contractor may inspect

such documents at the District office.

1-73 (Deleted)

1-74 (Deleted)

1-75 AS-BUILT DRAWINGS

The Contractor shall maintain one set of the full size prints of approved Specifications furnished by the District under the terms of Paragraph 1-37 and mark thereon any deviations from Drawing dimensions, elevations, or orientations. The Contractor shall submit same in good condition to the Engineer upon completion of the Work as a condition of acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Engineer for review as to currency prior to developing partial payment estimates. Failure to submit a record of changes in scope may result in partial payment request not being processed. After the completion of testing, but prior to acceptance, the Contractor shall submit as-built mark-ups of the Project maps. Failure to submit the final mark-up may result in final payment request not being processed.

Record Drawing Procedures:

The Contractor shall adhere to the following guidelines in submitting the monthly record drawings showing changes in the original Contract Documents.

Sewer Mains: Indicate if there are any changes in pipe size, type, or location from the original Contract Documents. Verify the names of intersecting streets, and street addresses of lateral and service connections. Record the depth of the sewer main.

1-76 CHANGES IN THE WORK

The District shall have the right to make any reasonable changes in the Drawings or quantities determined to be necessary or expedient. In case such changes increase or diminish the Work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract price, based upon the accepted Bid Proposal or according to the provisions of Paragraph 1-77. The Contractor shall not be entitled to extra payment, nor shall any claim be made on account of anticipated profits on the work that may be omitted. The Contractor shall provide a quotation in response to the Engineer's Request for Quotation within ten (10) days of request. If the Contractor can show that the change delays the critical path of the Contractor's schedule beyond the Contract completion date, a time extension will be granted.

1-77 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Engineer and approved by the District and increase the amount of Work to be done, such added Work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of Work to be done, such subtracted Work shall be known as work omitted.

When the Contractor considers that any changes ordered involve extra work, he shall immediately notify the Engineer in writing and subsequently keep him informed as to when and where alleged

extra work is to be performed and shall make claim for compensation therefore each month not later than the first day of the month following that in which the Work claimed to be extra work was performed; and he shall submit a daily complete statement of materials used and expenses incurred on account of extra work performed, showing allocation of all materials and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the District authorizing the Work on account of which claim is made.

Unless such notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to payment on account of such alleged extra work, and any future claims for compensation for such alleged extra work shall be invalidated.

When changes decrease the amount of Work to be done, they shall not constitute a claim for damages on account of anticipated profits on the Work that may be omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract Price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways, as directed by the Engineer:

- a. By the estimate and acceptance of a lump sum
- b. By cost and percentage
- c. By cost plus a fixed fee
- d. By agreed unit prices

If none of the above methods is agreed upon, the Contractor, provided he receives an order to make said change, shall proceed with the Work. In such case and also under cases b. and c. above, he shall keep and present in such form as the Engineer may direct, a correct account of the new cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount including a reasonable amount for overhead and profit due the Contractor. Pending final determination of value, payment on account of changes shall be made on the Engineer's certificate. No extra work shall be performed or change be made except upon a written order from the Engineer stating that the extra work or change is authorized, and no claim for an addition to the Contract sum shall be valid unless so ordered.

Whenever corrections, additions, or modifications in the Work under this Contract change the amount of Work to be done or the amount of compensation due the Contractor, and such changes have been ordered in writing by the Engineer and approved by the District, then a price may be agreed upon, or failing such an agreement in price, an amount equal to the sum of Items 1 through 6 below shall be used as the full and proper compensation therefore, and such amount shall be added to or subtracted from, as the case may be, the price fixed by the terms of this Contract for the part of the Work affected:

1. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for

equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup in paragraph 6 below.

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

The District reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

3. Tool and Equipment Rental. No payment will be made for the use of tools that have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to the rental source at less expense to the District than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the District. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site and back or to a closer site.

4. Other Items. The District may authorize other items which may be required to on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the Work and which are of a type not ordinarily available from the Contractor or any of the Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

5. Invoices. Vendor's invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.

6. Markup.

(a) Work by Contractor. The following percentage shall be added to the Contractor's

costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in section 6(a) above shall be applied to the Subcontractor's actual cost of such work, to which a markup of 10 percent of the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

7. Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolve immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- (a) Show names of workers, classifications, and hours worked.
- (b) Describe and list quantities of materials used.
- (c) Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- (d) Describe other services and expenditures in such detail as the District may require.

The District reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portions of Work that may be omitted.

Unless notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to consideration for payment for alleged extra work, and any future claims for compensation for such alleged extra work shall be invalidated.

1-78 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

All fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the Work, and the Contractor and his sureties shall defend, protect and hold the District and the Design Engineer, together with all their officers, agents, and employees, harmless against liability of any nature or kind for any and all costs, legal expenses, and damages

made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or growing out of any use or alleged infringement of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the District, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the District regarding patent rights for the project. The affidavit shall state that all fees and payment due as a result of the work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for Work in this project.

1-79 PAYMENT OF TAXES

The Contractor shall pay, and shall assume exclusive liability for, all taxes levied or assessed on or in connection with performance of this Contract, whether before or after acceptance of the Work, including, but not limited to, state and local sales and use taxes, federal and state payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract price.

1-80 BASIS OF PAYMENT

Payment at the prices set forth in the proposal, executed Change Orders, and the Contract for bid items awarded will be considered to be in full for completed work, and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the Contract, unless otherwise specifically provided.

1-81 PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of these Specifications and the Contract, the District will pay the Contractor for all such Work on the basis of percentage completion. Amounts earned will be based on the accepted Cost Breakdown per Paragraph 1-42.

Payments will be made by the District to the Contractor on estimates as recommended by the Engineer, based on work completed by the Contractor during the preceding month. The District shall retain ten percent (10%) of the amount of each such estimate, and the accumulation of said amounts so retained to the extent unencumbered will be paid to the Contractor after the acceptance of the Work by the District within thirty-five (35) days after acceptance. An amount to cover any withholds as provided in Paragraph 1-84 may be deducted from any payments due. No payments will be made for uncompleted work. Partial payments will be based on work accomplished as of the 20th calendar day of each month or the closest work day thereto.

See Paragraph 1-95 for security substitution on withholds.

Any failure on the part of the Engineer to condemn defective work or material at the time of completion shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material at any time before acceptance, and within one (1) year after date of acceptance of the project by the District.

1-82 (Deleted)

1-83 (Deleted)

1-84 RIGHT TO WITHHOLD AMOUNTS

In addition to the amount which the District may otherwise retain under the Contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. For defective work not remedied.
- c. For failure of the Contractor to make proper payments to his subcontractors or suppliers.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another contractor or to property.
- f. Failure of the Contractor to keep his work progressing in accordance with his time schedule or maintaining current cleaning and inspection records.
- g. The District's costs for the Contractor's failure to complete within the allowed time or failure to notify.
- h. Cost of insurance arranged by the District due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for construction scheduling.

When the above reasons for withhold amounts are removed, payment will be made to the Contractor for amounts withheld because of them.

The District in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the District shall be deemed the agent of the Contractor, and any payment so made by the District shall be considered as a payment made under the Contract by the District to the Contractor, and the District shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The District will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

1-85 RIGHT TO OPERATE UNSATISFACTORY FACILITIES

If, after installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Engineer, the District shall have the right to operate and use such facilities until they can, without damage to the District, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or

replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials, equipment or installation.

1-86 BENEFICIAL USE

As a condition to partial payments made hereunder, the District shall have the right to make beneficial use of completed portions of the Work prior to total project completion without prejudice to completion and final acceptance of the total project.

1-87 WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The 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 premises, together with all improvements and appurtenances constructed or placed thereon by him, to the District free from any claim, liens, security interest, or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, the Contractor shall advise the District as to the legal owner thereof. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the District. The provisions of this paragraph shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

1-88 RELEASE

The acceptance by the Contractor of the final payment made under the terms of the Contract shall operate as, and shall be, a release to the District, the Engineer, the Design Engineer, and their duly authorized agents, from all claim of and/or liability to the Contractor for anything done or furnished for, or in relation to, the Work or for any act or neglect of the District or any person related to or affecting the Work, except for claims filed prior to approval of final payment by the District Board.

1-89 FINAL ESTIMATE AND PAYMENT

After completion of the Work, but prior to its acceptance by the District, the last partial payment will be made to the Contractor in accordance with Paragraph 1-81. After receipt of the last partial payment, but prior to acceptance of the Work by the District, the Contractor shall send a letter to the Engineer stating that upon receipt of the final payment described below, the Contractor will consider the sum of the payments made to him by the District as full and just compensation for the whole amount of Work done according to the terms of the Contract, and that the Contractor shall make no more demands upon the District or the Engineer for any further payments. Before the final payment is made, the Contractor shall satisfy the District by affidavit that all bills for labor and material have been paid, and the time limitations specified herein are contingent upon such

satisfactory evidence being presented by the Contractor.

Following receipt of all required submittals and the Engineer's written recommendation that the District accept the project, the District will take formal action on acceptance.

Within ten (10) days of the acceptance by the District of the completed Work embraced in the Contract, the District shall cause to be recorded in the Office of the County Recorder a Notice of Completion.

Within twenty-one (21) days after acceptance by the District of the completed Work embraced in the Contract, a final billing which will show the whole amount of Work done by the Contractor according to the terms of the Contract, and also the value of the Work based upon the Contract, will be prepared by the Engineer and presented to the District. Within thirty-five (35) days after recording Notice of Completion of the Contract, the District will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor under the provisions of the Contract and such sums paid out under Paragraph 1-84 herein. This payment will constitute the final payment to the Contractor under this Contract.

1-90 APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS

The technical specifications are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications are interdependent and applicable to the project as a whole.

The Specifications are directed to the Contractor and all Work shall be performed by the Contractor even though phrases such as "the Contractor shall" or "shall be done by the Contractor" are omitted. Where terms such as "approved," "acceptable," "favorably reviewed," "review," "selected," "directed," "equivalent," "equal" or "satisfactory" are used, it shall mean by or to the Engineer.

1-91 PROJECT PROCEDURE AND SEQUENCE

Work under this Contract involves hydraulic cleaning and CCTV inspection of wastewater conveyance facilities. Existing operating facilities must continue to meet the requirements of City, County, State and Federal regulating agencies. Connections, shutdowns and utility changes shall be scheduled to minimize interference with the District's operations. Prior to any shutdown or flow diversion, all materials, fittings, supports, equipment and tools shall be on the site and all necessary labor scheduled prior to starting any shutdown work. The Contractor shall notify the Engineer in writing at least 48 hours in advance of any required shutdown. In general, shutdowns shall not exceed one hour in duration unless specifically authorized.

The Contractor shall provide access at all times to all existing facilities for operating personnel and equipment.

The work under this Contract shall be conducted in a manner which will minimize system shutdowns, , roadway closures, or traffic obstructions caused by Project work. Shutdowns causing damage to adjacent public and private property shall not be permitted and any damage resulting shall be the sole responsibility of the Contractor.

Planned utility service shutdowns to any unit of the project shall be accomplished during periods of

minimum use. In some cases this will require night or weekend work, which shall be at no additional cost to the Owner. The Contractor shall program his work so that service will be restored in the minimum possible time, and shall cooperate with the Owner in reducing shutdowns of the utility system to a minimum. No utility interruption will be permitted without the prior approval of the Engineer and the specific utility company.

When, in the judgment of the Engineer, it is necessary to accelerate any part of the Work, the Contractor shall, when directed, concentrate his efforts on such part of the Work.

1-92 WATER FOR THE PROJECT

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for this project.

Attention is also directed to the provisions of Section 7, "Responsibilities of the Contractor", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Water as required by these Specifications will be provided by the Contractor. The District encourages the Contractor to use reclaimed water when a fill station is located nearby

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense. The Contractor shall, whenever possible and not in conflict with these specifications, minimize the use of water during the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

All water, reclaimed or potable, used for the proposed construction, including testing, shall be metered. The Contractor shall contact the Goleta Water District, 4699 Hollister Avenue, Goleta, CA 93110 (Tel: 805-964-6761) to obtain a water meter and service. The District will require the completion of an application and payment of a refundable deposit for each water meter issued. The Contractor will be billed monthly including a daily meter rental fee and the prevailing rate for all water used. The District will refund the deposit upon return of the water meter(s), provided that they are in good operational order. The Contractor shall comply with the regulations and requirements of the Goleta Water District for their meter use.

1-93 DESCRIPTION OF BID ITEMS

All bid items will be for performing the work described, complete.

The work to be performed under this Contract is located in the City of Goleta and unincorporated County of Santa Barbara and involves hydraulic cleaning and CCTV inspection of wastewater collection facilities. The following summarizes the major project components of work:

1. Mobilization, demobilization, bonds, insurance;
2. Hydraulic jet cleaning of respective wastewater pipe diameters;
3. Pipeline CCTV inspection and video recording of respective wastewater pipe diameters; ;
4. Reverse set-up for pipeline CCTV inspection and video recording; ;

5. Development and implementation of engineered traffic control plans, postings, and notifications;
6. Handling of sewage flows/bypass pumping;

Contingency Allowance

7. \$25K Owner specified allowance;

Payment at the prices set forth in the proposal and the Contract agreement shall be considered to be full compensation for completed Work in place and shall cover all mobilization, equipment, machinery, supplies, tools, labor, cleanup, testing, overhead, profit, and all other expenditures incidental to satisfactory compliance with the Contract.

All bid items will be for performing the work described, complete. Payment at the prices set forth in the proposal and the Contract agreement shall be considered to be in full compensation for completed Work in place and shall cover all mobilization, equipment, machinery, supplies, tools, labor, cleanup, testing, overhead, profit, and all other expenditures incidental to satisfactory compliance with the Contract.

Measurement and Payment

General

Unless otherwise specified in other individual sections of these specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes. Linear quantities of pipe shall be considered as being the true length measured along the longitudinal axis.

Units of measurement shall be in accordance with U.S. Standard Measures.

Unbalanced Bids

The Contractor is cautioned against unbalancing prices for lump sum or unit items. Unbalancing prices may be cause for rejection of the bid or the Contractor may be required to substantiate or correct excessive prices prior to award.

Measurement

Lump Sum Bid Items will be measured as a complete job, and are intended to cover payment for all work in connection with the item as described throughout these specifications. The Contractor is bidding upon a complete project: the breakdown into various lump sum items is primarily for Owner accounting and funding purposes.

Unit Price bid Items will be measured as described in the bid schedule or specifications.

Payment

Payment for Lump Sum Items, measured as stated above and accepted, will be paid for at the lump sum bid price, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidental necessary to complete the project in accordance with the Specifications.

Payment for Unit Price Bid Items, measured as stated above and accepted will be paid for at the unit price bid, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the project in accordance with the Specifications.

Measurement and Payment

Lump Sum Items: Lump Sum Items will be in accordance with the Standard Specifications and the Special Provisions for each item as described in these Specifications. Payment will be made at the unit price bid per linear foot.

Linear Foot Items: Linear Foot Items will be measured for payment in accordance with the Standard Specifications and the Special Provisions for each item as described in these Specifications. Payment will be made at the unit price bid.

Unit Measured Items: Unit Items will be measured for payment on a unit basis. Payment will be made at the unit price bid per setup. Only accepted items will be paid for. Payment will be made at the unit price bid.

Bid Item Descriptions

Bid Item 1: Mobilization, Demobilization, Bonds, and Insurance: The lump sum price paid shall include full compensation for bonds, insurance, required permits and fees, project phasing, supervision, coordination of concurrent work with other contractors, meetings, cleanup of the work area, movement of personnel, equipment, supplies, and incidentals to and from the project site, and for the establishment of all other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work, and work and improvements which are not included in the other bid items but are required to complete the work.

Bid Items 2-7: Hydraulic Jet Cleaning: The unit price per linear foot, measured from sewer structure centerline to sewer structure centerline or to a point where the cleaning equipment cannot continue through the pipe, shall include full compensation for the hydraulic cleaning of gravity sewer mains of the size indicated in the bid schedule, accessed from a paved roadway, or accessed from an easement, as indicated in the bid schedule, including a minimum of two passes with the cleaning equipment, removal of debris from the pipeline, conveyance and disposal of debris at the District's Wastewater Treatment Plant (WWTP), complete. The unit price for pipes accessed from an easement shall additionally include all costs for coordinating access to easements, mobilizing cleaning equipment on and off the easement, and any other additional work as required to complete cleaning work in accordance with the specifications, complete.

- Bid Items 8-13: Pipeline CCTV Inspection and Video Recording: The unit price paid per linear foot, measured from sewer structure centerline to sewer structure centerline or to a point where the inspection equipment cannot continue through the pipe, shall include full compensation for furnishing all labor, materials, tools, equipment, transport and incidentals required to perform NASSCO PACP standard CCTV inspection of the gravity sewer mains using PACP Standards and video recording in accordance with the standard specifications and these special provisions of the pipe size specified in the bid schedule, accessed from a paved roadway, or accessed from an easement, as indicated in the bid schedule, complete. The unit price for pipes accessed from an easement shall additionally include all costs for coordinating access to easements, mobilizing inspection equipment on and off the easement, and any other additional work as required to complete inspection work in accordance with the specifications, complete.
- Bid Item 14: Reverse Set-up for Pipeline CCTV Inspection in Paved Roadway: The unit price per reverse set-up for CCTV inspection in paved roadway shall include full compensation for furnishing all labor, materials, tools, equipment, transport and incidentals required to reset CCTV equipment at the manhole on the opposite end of the pipe being inspected, in a paved area, after the camera could not be pass through the entire pipeline section from the initial set-up, complete.
- Bid Item 15: Reverse Set-up for Pipeline CCTV Inspection in Easement: The unit price per reverse set-up for CCTV inspection in easement shall include full compensation for furnishing all labor, materials, tools, equipment, transport and incidentals required to reset CCTV equipment at the manhole on the opposite end of the pipe being inspected, in an easement area, after the camera could not be pass through the entire pipeline section from the initial set-up, complete.
- Bid Item 16: Development and Implementation of Engineered Traffic Control Plans, Postings and Notifications: The unit price paid per day for development and implementation of engineered traffic control plans, postings, and notifications shall include full compensation for furnishing all labor, materials, tools, equipment, transport and incidentals required to develop engineered traffic control plans, implementation, installation and maintenance of traffic control and temporary signing including work area signs, barricades, flaggers, and all other temporary facilities required for the safe handling of pedestrian and vehicular traffic, 24 hours per calendar day in accordance with the City of Goleta and County of Santa Barbara Encroachment Permits, the current Manual of Traffic Control For Construction and Maintenance - Work Zones by the State of California, Department of Transportation (Caltrans) for the duration of the Work, complete. This item also includes required public notifications and written notices to property owners and tenants affected by the implementation of traffic control plans, complete.
- Bid Item 17: Handling Sewage Flows/Bypass Pumping: The unit price paid per set-up shall include full compensation for furnishing all labor, materials, tools, equipment, transport and incidentals required to safely convey wastewater flows around the section of pipeline being inspected at flow rates up to 500 gpm, including diversion of sewage flows, plugging of sewer lines, bypass pumping and bypass piping, and
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monitoring pumps and by-pass system during and after work hours, complete.

Contingency Allowance

Bid Item 18: Contingency Allowance: The Contingency Allowance will be authorized and expended at the Owner's discretion to cover extra work requested by the District, for increases in costs for changes in the work that the Contractor cannot be expected to know in advance and are not defined. The Contingency Allowance will be used at the Owner's discretion and is \$25,000. Only work authorized in writing by the District's representative will be compensated under this item.

1-94 LITIGATION

Arbitration will not be used for resolution of disputes under this Contract. Unresolved disputes shall be decided by a court of competent jurisdiction.

1-95 SECURITY SUBSTITUTION FOR WITHHOLDS

For any withhold of amounts earned by the Contractor under Paragraphs 1-81 or 1-89, the Contractor may substitute securities as provided in Section 4590 of the Government Code, as amended, which states in part as follows:

"Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities.

"At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract, the securities shall be returned to the contractor.

"Securities eligible for investment under this section shall include those listed in section 16430 or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency.

"The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon."

The escrow agreement entered into pursuant to this section must be substantially similar to the form included in Government Code Section 4590.

The Contractor shall be required to execute an addendum to this Contract containing escrow instructions and any other documents necessary to effect this substitution.

1-96 (Deleted)

1-97 SUBSURFACE CONDITIONS

Geotechnical investigations were not conducted for this project.

If the Contractor requires subsurface information for the preparation of a price proposal, the Contractor shall at the Contractor's own expense, make subsurface explorations and investigations, as the Contractor deems necessary.

1-98 (Deleted)

1-99 FINAL CLEANUP

The entire project, before acceptance by the District, shall be left in a neat and clean condition. All Work areas shall be returned to essentially the same conditions existing before the commencing of project.

1-100 COVID-19 Exposure Control Plan

The Contractor shall develop and submit a comprehensive COVID-19 exposure control plan, which includes control measures such as physical distancing; hygiene; decontamination procedures; and training. The plan shall apply to the Contractor, their subcontractors, suppliers, vendors, and delivery drivers. The plan shall include all required provisions contained in any local, state, or federal order, and shall include, at a minimum, the following provisions:

- 1) Whenever possible, practice physical distancing by maintaining a minimum 6-foot separation from others. When 6-foot separation cannot be maintained, wear a face covering.
- 2) Preclude gatherings of any size, and any time two or more people must meet, ensure minimum 6-foot separation. If meetings must be held, conduct them outside.
- 3) Provide appropriate personal protective equipment (PPE), such as gloves, goggles, face shields, and face masks as appropriate for the activity being performed.
- 4) Designate a project-specific COVID-19 Supervisor to enforce this guidance. A designated COVID-19 Supervisor shall be present on the construction site at all times during construction activities. The COVID-19 Supervisor can be a designated on-site worker.
- 5) The Contractor shall use a contact-free thermometer to check the temperature of all employees and visitors entering the Site. No one with a temperature exceeding 100.4°F will be allowed on the Site.
- 6) Identify "choke points" and "high-risk areas" where workers may be close together, and control them so physical distancing is maintained.
- 7) Minimize interactions when picking up or delivering equipment or materials to ensure minimum 6-foot separation.
- 8) Stagger the trades as necessary to reduce worker density and maintain minimum 6-foot separation physical distancing wherever possible.
- 9) Discourage workers from using other workers' phones, desks, offices, work tools and equipment. If necessary, clean and disinfect them before and after each use.
- 10) Place wash stations or hand sanitizer dispensers in appropriate locations to encourage hand hygiene.

- 11) Do not allow anyone who exhibits the symptoms of COVID-19 to enter the Site.
- 12) Require anyone who starts to exhibit the symptoms of COVID-19 while at the Site to leave the Site immediately.
- 13) Direct employees to inform their supervisor if they have a household member with symptoms of or a positive test for COVID-19. No one who has a member of their household who has symptoms of COVID-19 or who has been tested positive for COVID-19 will be able to enter the Site until a 14 Calendar Day period has passed and the employee and/or household member not shown any symptoms of COVID-19 for at least 72 hours or have tested negative for COVID-19.
- 14) Maintain a daily attendance log of all workers and visitors and make it available to the Owner when requested.
- 15) Post, in areas visible to all workers, required hygienic practices including:
 - a. Don't touch face with unwashed hands or with gloves.
 - b. Wash hands often with soap and water for at least 20 seconds.
 - c. Use hand sanitizer with at least 60% alcohol.
 - d. Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, machines and equipment, control panels, shared tools, handrails, doorknobs and handles, switches, and padlocks.
 - e. Cover the mouth and nose with a tissue when coughing or sneezing and discard the tissue. Wash hands immediately afterward.
 - f. Implement any other hygienic recommendations by the Centers for Disease Control and local public health authorities.

END OF DIVISION I

SPECIFICATIONS

DIVISION II

TECHNICAL - SPECIAL PROVISIONS

2-1 SCOPE OF WORK

This project includes the furnishing of all labor, materials and equipment for the Closed Circuit Television (CCTV) Inspection of Wastewater Collection Facilities, together with all appurtenant work and facilities as specified herein. The project includes the hydraulic cleaning and CCTV inspection of approximately 183,000 linear feet (LF) of gravity sewer mains, range from 6- to 15- inches in diameter, and consists primarily of vitrified clay pipe (VCP) and PVC pipe, with some HDPE pipe and cured in place pipe (CIPP) lined VCP. The pipes to be cleaned and inspected are mostly within public rights-of-ways, however, some pipes are within easements. All CCTV work shall conform to current North American Sewer Service Company (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The data from the CCTV inspection will be submitted weekly to the District in the NASSCO-PACP format. The project includes traffic control, hydraulic cleaning of all pipes prior to CCTV inspection, and sewage bypass pumping.

2-1.1 STANDARD SPECIFICATIONS

Attention is directed to General Conditions Paragraph 1-37, "Specifications."

Standard Specifications shall be the "Standard Specifications for Public Works Construction" (Greenbook), latest edition.

National Association of Sewer Service Companies "Pipe Condition Assessment Using CCTV Performance Specifications Guideline", latest edition.

Caltrans Specifications govern pavement materials and methods, traffic control measures; and pavement delineation and markings in public road rights-of-way.

2-1.2 PROGRESS MEETINGS

Progress meetings will be held weekly at the office of the Owner (or other mutually agreed upon location). The purpose of the meetings will be to review work progress, schedule, coordination and other matters requiring discussion and resolution. The Contractor's general superintendent and applicable field superintendents shall attend the meetings.

2-1.3 ORDER OF WORK AND SPECIAL AREA REQUIREMENTS

The Owner reserves the right to direct the order of work in the interest of public safety and convenience. The Engineer shall give the Contractor 48 hours notice of any such directed order of work.

The delineated Order of Work does not preclude concurrent work activities. The Contractor's schedule of work shall be reviewed and approved by the Engineer.

In general, the following summarizes the recommended sequence of major work activities to be accomplished:

1. Coordinate Traffic Control Plan Implementation with the County of Santa Barbara and the City of Goleta Public Works Department / Traffic Engineer;
2. All work shall be coordinated with the Traffic Control Requirements, Contract Period and other requirements of these Contract Documents. The Contractor shall submit a Work Plan that graphically illustrates how the Contractor will conform to the requirements of the Contract Documents. No work shall be performed prior to acceptance of the Work Plan.
3. Notification and coordination with private property owners to enter public easements for access to wastewater facilities manholes as required in these Contract Documents. The District will notify residents and businesses adjacent to the Work area included in this Contract, and provide the Contractor with a template for flyers or door hangers to be modified, printed, and distributed to the public as-requested.
4. Hydraulically clean and CCTV inspect wastewater collection facilities as required in these Contract Documents. The hydraulic cleaning and CCTV inspection of pipelines within the City of Goleta shall be completed prior to the cleaning and CCTV inspection of pipelines within the unincorporated County of Santa Barbara.
5. A work moratorium exists between December 21, 2020 and January 1, 2021. No work shall occur during this period.
6. All other work.

While no conflicting work is known, other projects may be ongoing within and near the inspection sites during the Contract period. The Contractor shall coordinate the work with the other Contractors, Utilities, etc., such that all projects can be diligently pursued to their completion. Interfacing work shall be shown on the project schedule. The Contractor shall include time for others to perform work within and near the project site and this shall be reflected in the project schedule. Delays due to interfacing with concurrent projects are considered avoidable and no compensation will be made therefore. The Contractor shall be responsible for obtaining plans for concurrent work when available. The Contractor shall include in the bid all costs for coordination, scheduling, meetings and delays that result from interfacing with concurrent work.

2-1.3.1 PUBLIC NOTIFICATIONS

Prior to beginning work, the District will notify businesses and residences adjacent to the Work area included in this Contract. The Contractor shall deliver notices to each resident or business whose sewer service will be affected by the work. Such notices, as appropriate, shall also be delivered to other potentially impacted businesses and residents in the Project vicinity. The District will provide

the Contractor with a template for flyers or door hangers to be modified, printed, and distributed as-requested.

The Contractor shall provide hand delivered written notice(s) to each residence or business approximately 48 hours prior to beginning each of the following operations:

1. Prior to accessing easements on private property;
2. Interruption of sewer service;

All notices shall be in the format of door hangers (14 inches by 4 inches, 110 Springhill Index or approved equal) and be hung at the main door of each residence (or business) affected. When required by the District, the text of such notices shall be printed in English with the reverse in Spanish.

The notice(s) shall at minimum briefly describe the nature of the work, give the start date of the work, daily schedule for the proposed work, duration of work, typical parking restriction for the work, the times of any restricted driveway access, availability of temporary sanitary facilities being provided, the Contractor's representative and phone number, the District's representative and phone number, along with any other information requested by the District. All notices shall be approved by the District for content and delivery schedule 48 hours prior to actual delivery.

Full compensation for producing and delivering all such notices shall be considered incidental to the project and no separate payment shall be made therefore.

2-2 TRAFFIC CONTROL

2-2.1 SCOPE

Traffic control shall include all material, labor, and equipment to provide safe and effective work areas and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic. All work and material provided under this section shall be performed or furnished in accordance with the State of California Department of Transportation Standard Specifications dated July, 2018; the State of California Department of Transportation Standard Plans dated July, 2018, the latest edition of the California Manual of Uniform Traffic Control Devices (MUTCD) and these Special Provisions. In case of conflict between the Caltrans Specifications and the Special Provisions, the Special Provisions shall govern.

Traffic control shall conform to City of Goleta and County of Santa Barbara Encroachment Permits conditions, attached in Appendix A and B, respectively. The majority of the traffic control required to perform sewer main cleaning and inspection shall conform to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) standards for Shoulder Work with Minor Encroachment, Work in Center of Road with Minor Traffic and Lane Closure on Minor Street rather than engineered traffic control plans. Compensation for traffic control based on MUTCD standards, not requiring preparation and implementation of engineered traffic control plans, shall be considered incidental to the project and no separate payment shall be made therefore.

If preparation and implementation of engineered traffic control plans are deemed necessary by the City of Goleta or County of Santa Barbara, the Contractor shall be responsible for the development, submittal, and associated fees and implementation costs for these engineered traffic control plans.

As defined in the Encroachment Permit Application for the City of Goleta, no set ups or opening of manholes are permitted on Fairview Avenue, Hollister Avenue, Patterson Avenue, Cathedral Oaks Road or any other arterial intersections as defined by the City of Goleta 2015 Right of Way Construction and Major Maintenance Limitation Policy. If required to facilitate completion of the Work, the Contractor shall coordinate with District, who will provide access to these facilities and assist in reducing traffic impacts.

2-2.2 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Construction area, detour, and special signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control" of the Caltrans Specifications and these Special Provisions.

The base material of construction area signs shall not be plywood or cardboard unless specifically identified in these special provisions.

In addition to the basic number of signs required on the Contractor's approved traffic control plans, the Contractor shall, as a minimum, stock onsite, or convenient to and immediately available for emergency use, the following signs and equipment:

- Barricades as specified in Section 12-3.10, "Barricades," of the State Standard Specifications, in sufficient amount;
- "TOWAWAY - NO STOPPING" signs;
- Traffic cones, to delineate traffic lanes as required to guide and separate traffic movements.

The signs and equipment shall conform to the requirements of the Uniform Sign Chart and the Manual of Traffic Controls for Construction and Maintenance Work Zones.

Signs and barricades used for construction area signing or traffic control purposes shall be considered incidental to the project and no separate payment shall be made therefore. Signs and barricades associated with engineered traffic control plans shall be considered included in a daily traffic control price for the bid item "Engineered traffic control plans, implementation, postings, and notifications" and no additional payment will be made therefore.

2-2.3 NOTIFICATIONS

The Contractor shall notify the following agencies and others, 5 days prior to the start of work on this project and 10 days prior to the closing or opening of a street within the unincorporated County of Santa Barbara or City of Goleta unless otherwise noted: 1) County of Santa Barbara Public Works Department; 2) City of Goleta Public Works Department; 3) Santa Barbara County

Sheriff Department, Traffic Division; 4) Santa Barbara County Fire Department, Dispatcher's Office; 5) Metropolitan Transit District; and 6) local residences or businesses.

See Paragraph 2-2.7, "Street Closure", of the Special Provisions for additional requirements regarding street closure.

2-2.4 MAINTAINING TRAFFIC

Attention is directed to Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the Caltrans Specifications and other relevant sections related to public safety in these Special Provisions. Nothing in these provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles in accordance with Paragraph 2-2.8, "Parking Restrictions and Required Postings", of the Special Provisions.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to public traffic.

Access to properties abutting project work areas shall be maintained. For work impeding driveway access the Contractor shall provide written notification to businesses and residences of affected properties a minimum of 72 hours prior to the closure. The Contractor shall submit copies of all notifications to the Owner.

During working hours, local traffic may be controlled by flaggers, lane and road closures, and shall follow the approved Traffic Control Plans, unless otherwise authorized by Engineer.

Access to Metropolitan Transit (MTD) bus stops shall be provided for when required.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated written approval. All other modifications will be made by Contract change order.

Costs for flaggers shall be included in the bid item for traffic control.

The Contractor shall be responsible for the placement of advisory signs to inform the public of any street closure, detour, or construction affecting traffic or parking at least 7 days before the closure or other significant disruption of normal traffic flow.

Contractor's equipment shall not be parked within any traffic lanes after working hours.

Existing roadside signs conflicting with the construction area signs shall be either removed and reset upon completion of work or securely covered as determined by the Engineer.

Construction signs that will be left in place longer than 5 days shall be set on wood post(s) and embedded in the ground as shown on RS2 of the Caltrans Standard Plans (latest revision) and in conformance with other reference standards.

Full compensation for maintaining traffic as shown on approved traffic control plans and specified herein including furnishing, installing and removing channelizers, cones, portable delineators, , signs and other temporary traffic control devices shall be considered included in a daily traffic control price for the bid item "Engineered traffic control plans, implementation, postings, and notifications" and no additional payment will be made therefore. Compensation for traffic control not associated with engineered traffic control plans shall be considered incidental to the project and no separate payment shall be made therefore.

2-2.5 TRAFFIC CONTROL PLANS

The Contractor shall be responsible for the development and implementation of Engineered Traffic Control Plans (TCP) as required by the County of Santa Barbara and City of Goleta Encroachment Permits. The contractor shall conform to requirements of the traffic control plan and all permit requirements from the County of Santa Barbara and the City of Goleta.

Any changes and/or deviations from the traffic control plan shall be approved the District and the County of Santa Barbara and the City of Goleta.

2-2.6 TRUCK TRAFFIC PLAN AND RESTRICTIONS

The Contractor shall control the delivery and haul routes of all trucks having three or more axles used in conjunction with this work. This control shall extend to all such trucks owned by the Contractor, subcontractors, second and lower tier subcontractors, material suppliers, commercial hauls, and deliveries of equipment. The Contractor shall submit to the Engineer a plan of all delivery and haul routes to be used on this project. No work shall commence until such plan has been approved by the Engineer.

To reduce tracking of dirt, tack coat, and other objectionable material onto various streets, the Contractor shall limit the number of truck haul routes. Arterial and collector streets shall be used for truck and equipment access. Trucks and equipment shall not be routed or parked on residential streets.

2-2.7 STREET CLOSURE(S)

Any street closure will require approval of the County of Santa Barbara and/or City of Goleta and must be coordinated 10 calendar days prior to the date of the anticipated street closure. Street closures shall not exceed 4 hours. Street surfaces shall be restored and reopened for the safe flow of traffic no later than the time specified by the Engineer.

Signing for street closure shall include "Road Closed" [C2] signs placed on Class III barricades at the limits of closure or construction with "Road Closed Ahead" [C3A] signs placed at locations where local traffic is permitted beyond the posted detour. Detours shall be approved in advance by the Engineer and shall conform to the provisions and requirements of California MUTCD.

The Contractor shall make all necessary arrangements for street closure. A minimum of 72 hours advance notice must be provided to the following:

1. County of Santa Barbara Public Works Department: (805) 568-3000
2. Road Encroachment Permits (805) 564-5388
3. City of Goleta Public Works Department: (805) 961-7500
4. County of Santa Barbara Sheriff Department (805) 681-4100
5. County of Santa Barbara Fire Department (805) 681-5500
6. Residences and businesses within the closure area (only if local traffic or access is to be prohibited or restricted)
7. United States Post Office (805) 564-2266
8. Metropolitan Transit District (805) 963-3364

Street closures will not be allowed when access to adjacent properties will be completely denied although the Contractor may delay traffic for twenty minutes at various times during the project, provided that advance notification signs listing the date and time of such delays have been placed not less than 48 hours in advance of the traffic delay.

Full compensation for closing a street in accordance with the Standard Specifications and these Special Provisions shall be considered included in a daily traffic control price for the bid item "Engineered traffic control plans, implementation, postings, and notifications" and no additional payment will be made therefore. Compensation for traffic control not associated with engineered traffic control plans shall be considered incidental to the project and no separate payment shall be made therefore.

2-2.8 PARKING RESTRICTIONS AND REQUIRED POSTINGS

"No Parking" signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water-resistant ink, except that day, date, and time of restriction may be printed in black water-resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed or attached below the above-mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" is at an elevation at least three feet and not more than seven feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the

construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. Upon completion of the work, all signs, stakes, and barricades shall be promptly and completely removed and disposed of by the Contractor. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Sheriff's Department. The Contractor shall notify the Sheriff's Communications Center at (805) 681-4100 upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff's Communications Center at (805) 681-4100 not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model, color and license number. The Owner shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the Owner for the cost of any claims associated with the towing citation.

2-2.9 PAYMENT FOR TRAFFIC CONTROL

All work for traffic control not associated with engineered traffic control plans shall be considered incidental to the Project and no separate payment shall be made therefore. All work for traffic control associated with engineered traffic control shall be considered included in a daily traffic control price for the bid item "Engineered traffic control plans, implementation, postings, and notifications" and no additional payment will be made therefore.

2-3 CLEANING AND INSPECTING PIPELINES

Attention is directed to Section 500-3 "Cleaning and Preliminary Inspection", of the Standard Specifications and these Special Provisions. Pipeline cleaning shall be performed prior to CCTV inspection. The Contractor shall protect the manhole to withstand forces generated by equipment, water, and air pressure. The sewer pipes to be hydraulically cleaned and CCTV inspected by the Contractor accordance with the specifications are identified in tables and atlas maps in the appendices. The pipes to be cleaned and CCTV inspected are gravity sewer mains, ranging from 6- to 15- inches in diameter, and consists primarily of vitrified clay pipe (VCP), and PVC pipe, with some HDPE pipe and cured in place pipe (CIPP) lined VCP. Short segments of cast iron pipe may also be present. Equipment used for cleaning and CCTV inspection must be able transverse a 6-inch diameter VCP lined with CIPP.

2-3.1 PIPE CLEANING

All sewer mains shall be cleaned prior to CCTV inspection with a high-velocity hydraulic jet-rodder with spinning nozzle, as approved by the District, in accordance with the manufacturer's instructions and recommendations. A minimum of two passes of the entire pipe segment with the hydraulic nozzle shall be completed unless otherwise approved by the Engineer. Pipes shall be sufficiently clean to enable an accurate CCTV inspection. If cleaning cannot be completed from one manhole, the equipment shall be moved and set up from the next manhole and cleaning shall be re-attempted from the reverse direction. If successful cleaning still cannot be performed or the equipment fails to transverse the entire pipeline section, it shall be assumed that a major blockage exists. Efforts to clean the line shall be suspended and the Contractor shall notify the Engineer. The scope of this project does not include mechanical cleaning or root removal. The Contractor shall be responsible for the removal of debris from the pipeline. Screens used for trapping debris shall be approved by the District and secured with a nylon rope.

Reclaimed water for cleaning the sewer lines may be obtained from the District's Wastewater Treatment Plant (WWTP) at no charge to the Contractor. Waste material collected during the cleaning of the sewer lines shall be collected and conveyed to the District's WWTP. The WWTP is located at One William Moffett Place, Goleta CA 93117. The Contractor shall dispose of all debris removed from the pipelines in accordance with Federal, State, and local laws and regulations.

Compensation for all equipment, tools, materials, and labor required to complete the hydraulic cleaning and disposal of debris in accordance with the specifications shall be considered included in the unit price of per linear foot of pipe cleaned for the bid item "Hydraulic jet cleaning of respective diameter pipes" and no additional payment will be made therefore. No other compensation will be made for work accomplished under the terms and conditions of the Contract, except for the items listed in the Bid Schedule.

Pipes accessed from an easement have dedicated unit price per linear foot bid items "Hydraulic jet cleaning of respective diameter pipes assessed from an easement" and shall include all costs for coordinating access to easements, mobilizing cleaning equipment on and off the easement, and all tasks associated with cleaning of respective wastewater pipe diameters, complete. Access to easements shall be coordinated with the District and property owner.

Work for which no separate payment is provided for in the Bid Schedule will be considered a subsidiary obligation of the Contractor and the cost thereof shall be included in the applicable Contract prices for the item to which the work applies.

2-3.2 CCTV INSPECTIONS OF SEWER PIPES

Closed Circuit Television inspection of the sewer mains shall be performed post-hydraulic cleaning. All CCTV work shall conform to current North American Sewer Service Company (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The data from the CCTV inspection will be submitted to the District weekly in NASSCO PACP format, fully compatible with WinCan VX software. Video inspection shall be recorded in MPEG 4 format in

color on a digital storage device, have audio and text comments, and clearly legible footage readings. All original digital recordings, log sheets, and reports shall be submitted to the Engineer and will become the property of the District. Work not following the specifications may be rejected for payment. If the image quality is not adequate for post-inspection coding or District deems the quality of the digital recording is unacceptable, the pipeline shall be re-CCTV inspected by the Contractor, at the expense of the Contractor.

All CCTV inspections shall be in accordance with NASSCO-PACP standards with electronic links between the data and the video. All District and PACP required header information shall be fully and accurately entered on all CCTV reports. Documentation shall consist of a color, digital recording, log sheets indicating:

- date and time of inspection;
- street name;
- line ID as shown in the Pipe Index Table;
- upstream manhole and downstream manhole;
- direction of view;
- pipeline length;
- pipe size;
- pipe material;
- lateral connections;
- digital recording number;
- counter number; and
- a detailed logging of defects encountered.

Final video inspection records shall be continuous and sequential for each reach of pipeline from either the downstream end of the reach to the upstream end of the pipeline segment or vice versa. The Contractor shall provide a written report detailing the condition of the pipeline and lateral connections/openings. The report shall have each reach of pipeline visually summarized in images, denoting the defect, by PACP code, and the position by footage along the pipe.

The Contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze, or interrupt the replay of the video and shall not close the video file during the inspection.

Video inspection records shall be submitted in digital format on USB or external hard drives with exportable databases formatted per NASSCO PACP specifications. USB or external hard drives shall use a USB 3.0 connection, and shall include connecting data and power cables, if applicable. The drives shall become the property of the District after submittal. While multiple inspections can be completed from each set up, each pipe segment shall be inspected and logged individually, and separate files provided for each. External drives shall be numbered and marked with the location of the inspection, date of inspection, and Contractor name

CCTV inspection shall be performed utilizing a color rotating lens camera system or pan and tilt camera specifically designed and constructed for sewer inspection. A clear picture shall be provided looking into each service connection. The video inspection and recording performed

with this camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. Defects shall also be closely inspected by rotating the camera head for close-up view. If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing. Lighting for the camera shall minimize reflective glare and provide a clear picture of the entire periphery of the existing sewer. During the CCTV inspection, the camera shall stop at all defects and significant observations to ensure a clear and focused view of the pipe condition and shall rotate the camera head at the defect to allow for adequate evaluation at a later time. The camera shall be equipped with a remote reading footage counter accurate to less than 1 percent error over the length of the particular section of pipeline being inspected. The accuracy of the remote reading footage counter shall be checked and calibrated, if required, before inspection begins. The camera system shall be capable of inspecting 1,000 linear feet or greater of sewer pipeline in one direction without resetting equipment.

Each sewer line shall be CCTV inspected from center of manhole to center of manhole. Sewer sections shall be suitably isolated by the Contractor to control flow during the inspections. The CCTV inspection shall be performed during low flow conditions, where the camera is not submerged and the flow depth is less than 25 percent of the pipe diameter. The use of flow controlling mechanisms such as plugs or flow reducers to reduce flow for CCTV inspection are considered incidental and not part of the sewage bypass/pumping bid item. The camera shall be moved through the pipeline at a uniform rate, stopping as necessary to ensure proper documentation of conditions, but in no case, shall it be moved through the pipeline at a speed greater than 20 feet per minute. CCTV inspection of manholes is not included in the Project scope.

If the CCTV inspection camera will not pass through an entire pipeline section, the Contractor shall reset the equipment at the other manhole and attempt to complete the section by televising from the opposite direction. This reversal should immediately follow the initial direction. If the camera fails to pass through the entire section, it shall be assumed an obstruction exists. Efforts to televise the section of pipe shall be suspended and the Contractor must immediately report the obstruction to the District. If inspection of the entire pipeline segment cannot be completed from either direction, no further inspection of the pipeline is required. Compensation for all equipment, tools, materials, and labor required to complete the reverse set-up for CCTV inspection accordance with the specifications shall be considered included in the unit price per set-up for the bid item "Reverse set-up for pipeline CCTV inspection and video recording" and no additional payment will be made therefore. No other compensation will be made for work accomplished under the terms and conditions of the Contract, except for the items listed in the Bid Schedule.

The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section being cleaned or televised. The Contractor will be required to notify the District immediately if the Contractor's operations cause any damage to private or public property related to this contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe acceptable to the District. It shall be the Contractor's responsibility to remove materials and equipment lodged in the sewer from cleaning or television inspection at no additional cost to the District.

Compensation for all equipment, tools, materials, and labor required to complete the CCTV inspection accordance with the specifications shall be considered included in the unit price of per linear foot of pipe CCTV inspected and accepted by the District for the bid item "Pipeline CCTV inspection and video recording of respective diameter pipes" and no additional payment will be made therefore. No other compensation will be made for work accomplished under the terms and conditions of the Contract, except for the items listed in the Bid Schedule.

Pipes accessed from an easement have dedicated unit price per linear foot bid item. Access to easements shall be coordinated with the District and property owner.

Work for which no separate payment is provided for in the Bid Schedule will be considered a subsidiary obligation of the Contractor and the cost thereof shall be included in the applicable Contract prices for the item to which the work applies.

2-4 SHUTDOWNS AND BYPASSING OF SEWER SERVICES (HANDLING SEWAGE FLOWS)

Sewer service to customers shall not be shut down without the approval of the Engineer. Work shall be scheduled to avoid peak flow periods when requested by the Engineer. If a shutdown cannot be avoided, the Contractor shall furnish, install, and maintain facilities to the customers, as directed by the Engineer.

The Contractor shall notify the Engineer one (1) week in advance of any temporary shutdown of a sewer service. Upon notification by the Contractor, the Engineer will notify customers of scheduled shutdowns so the Contractor can complete required work. If a sewer bypass is used, the sewer flow shall be intercepted at an upstream manhole, pumped and conveyed in a closed conduit to a downstream manhole until the new sewer pipe and lateral connections are in place and operational.

2-4.1 BYPASSING/PUMPING OF SEWER MAINS (HANDLING SEWAGE FLOWS)

The Contractor shall notify the Owner one (1) week in advance of any temporary shutdown of a sewer main. The Contractor shall also provide written notifications to residents/customers affected by the scheduled shutdown.

The Contractor is responsible for designing and implementing sewage bypassing pumping system suitable for completing the work in dry and sanitary conditions. The sewer bypassing/pumping system methodology shall be submitted to and reviewed by the Engineer prior to implementation. The sewer bypassing/pumping system shall include a spill control and clean-up plan. The review is required to minimize the possibility of sewage overflows and spills. Work shall be scheduled to avoid peak flow periods when requested by the Engineer. The sewer bypass shall intercept flow at an upstream manhole, be pumped and conveyed in a closed conduit to a downstream manhole until the CCTV inspection is complete. The use of

plugs to reduce flow for CCTV inspection are considered incidental and not part of the sewage bypass/pumping bid item.

The Contractor shall furnish, install and operate pumps, pipes, appliances and equipment of sufficient capacity to handle all flows to prevent sewage from backing up in the pipeline. Wastewater flow shall not be interrupted. Sewage shall be conveyed in closed conduits and disposed of in downstream sanitary sewer facilities. Sewage shall not be allowed to flow in trenches or be covered by backfill.

The pump and bypass lines shall be of adequate capacity and size to handle the maximum flow rate of 500 gpm. Bypass pumping capacity shall be 120% of peak flow with 100% backup pumping capacity connected to the primary pump. The bypass system shall be attended at all times while in operation.

1. By-Pass Pumping: The Contractor shall provide sewage diversion for cleaning and inspection. Pumps and by-pass lines shall be of adequate capacity and size to handle all flows. Pumps shall be water cooled and equipped with sound attenuation enclosures to reduce emitted noise to less than 65 dB(A) at 50 feet. All costs for by-pass pumping required during installation of the pipe shall be included in the cost for bid Item "Bypass Pumping".
2. During the execution of the Work, the Contractor shall be responsible for continuity of sanitary sewer flows.
3. During sewer bypass pumping operations, the pumps shall be continuously attended and monitored by personnel qualified to operate the pumping equipment. This includes after hour periods when the Contractor may not be conducting operations. The personnel monitoring the pump shall be equipped with a cellular telephone so that additional personnel can be contacted in case of an emergency.
4. The Contractor shall have onsite a fully functional and fueled standby pump(s) capable of conveying the peak flow rates which can be placed in service if the primary pumping unit malfunctions. The cost for the standby unit(s) shall be included in the cost for bid Item "Handling sewage flow/bypass pumping" and no additional compensation will be allowed.
5. The bypass piping shall be a continuous piece of polyethylene solid wall pipe(s) joined by butt-fusion welding. Victaulic® aluminum pipe(s), couplings, and fittings are not allowed. Mechanical joints will not be allowed in the polyethylene bypass piping except at pump, manifold and discharge connections. The bypass pipe shall be of a pressure class that is compatible with the bypass pump.
6. If sewage backup occurs and enters buildings, the Contractor shall be responsible for clean-up, repair, property damage cost and claims.

7. If sewage backup occurs resulting in overflow and spills, the Contractor shall be responsible for clean-up, repair, property damage cost and claims. Contractor shall follow the procedures in the spill control and clean-up plan included in the sewer bypassing/pumping system methodology created by the Contractor and approved by the Engineer.

2-5 ENVIRONMENTAL CONTROLS

The Contractor in executing the work shall maintain affected areas within and outside project boundaries free from environmental pollution that would be in violation of federal, state, or local regulations.

Do not impair operation of existing sewer systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers.

Contractor shall maintain original site drainage wherever possible.

2-5.1 WATER POLLUTION CONTROL

Attention is directed to Section 7-8.6, "Water Pollution Control", of the Standard Specifications and these Special Provisions.

The Contractor shall comply with laws, rules, and regulations of the State of California and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of contaminates, refuse, rubbish, or debris. The Contractor shall not divert storm water flows to public sewers. Contractor shall not cause or permit action which would cause an overflow to an existing waterway.

END OF DIVISION II

OPINION OF PROBABLE CONSTRUCTION COST



Project: GSD CCTV Inspection of Wastewater Collection Facilities

Prepared By: MB

Estimate Level: Final

Checked By: NP

Date Prepared: 9/24/2020

Estimate Type: Preliminary (w/o plans)
 Design Development @

Construction Change Order
 Final % complete

MNS Proj. No. GOLSD.200326

Item No.	Description	Qty.	Units	Contractor		Sub-Contractor		Total
				\$/Unit	Total	\$/Unit	Total	
1	Mobilization, Demobilization, Bonds, & Insurance	1	LS	10,000	10,000			10,000
2	Hydraulic Jet Cleaning of 6-inch diameter pipes accessed from a paved roadway	22,515	LF	1.15	25,892			25,892
3	Hydraulic Jet Cleaning of 8-inch diameter pipes accessed from a paved roadway	118,826	LF	1.00	118,826			118,826
4	Hydraulic Jet Cleaning of 10- to 15-inch diameter pipes accessed from a paved roadway	26,022	LF	1.35	35,130			35,130
5	Hydraulic Jet Cleaning of 6-inch diameter pipes accessed from an easement	1,209	LF	1.15	1,390			1,390
6	Hydraulic Jet Cleaning of 8-inch diameter pipes accessed from an easement	7,180	LF	1.10	7,898			7,898
7	Hydraulic Jet Cleaning of 10- to 15-inch diameter pipes accessed from an easement	7,357	LF	1.50	11,036			11,036
8	Pipeline CCTV Inspection and Video Recording of 6-inch diameter pipes	22,515	LF	1.05	23,641			23,641
9	Pipeline CCTV Inspection and Video Recording of 8-inch diameter pipes	118,826	LF	1.00	118,826			118,826
10	Pipeline CCTV Inspection and Video Recording of 10- to 15-inch diameter pipes	26,022	LF	1.25	32,528			32,528
11	Pipeline CCTV Inspection and Video Recording of 6-inch diameter pipes accessed from an easement	1,209	LF	1.20	1,451			1,451
12	Pipeline CCTV Inspection and Video Recording of 8-inch diameter pipes accessed from an easement	7,180	LF	1.10	7,898			7,898
13	Pipeline CCTV Inspection and Video Recording of 10- to 15-inch diameter pipes accessed from an easement	7,357	LF	1.35	9,932			9,932
14	Reverse Set-up for Pipeline CCTV Inspection in Paved Roadway	40	PER SETUP	150	6,000			6,000
15	Reverse Set-up for Pipeline CCTV Inspection in Easement	5	PER SETUP	250	1,250			1,250
16	Development and Implementation of Engineered Traffic Control Plans, Postings, and Notifications	5	PER DAY	2,500	12,500	2,000.00	10,000	22,500
17	Handle Sewage Flows/Bypass Pumping	5	PER SETUP	5,000	25,000			25,000
18	Contingency Allowance	1	ALLOWANCE	25,000	25,000			25,000
Total / Bid Estimate								475,000

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from October 6, 2020 through October 19, 2020. It provides updated information on significant activities under three major categories: Collection System, Treatment/Reclamation and Disposal Facilities, and General and Administration Items.

1. COLLECTION SYSTEM REPORT

LINES CLEANING

Staff is conducting priority areas lines cleaning throughout the District.

CCTV INSPECTION

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the easement area of Walnut Lane and Atascadero Creek.

2020 CCTVI PROJECT

The plans and specifications for the 2020 CCTVI Project have been completed and reviewed by the Board's Engineering Committee. Authorization to solicit bids and the filing of a categorical exemption from the California Environmental Quality Act (CEQA) are presented to the Board for consideration under a separate agenda report.

REPAIR AND MAINTENANCE

Staff replaced a sensor and control cable for the CCTV cable reel auto pay-out. Staff have been using the maintenance bay in the vehicle garage for the Vactor since the roll up door was replaced. The TV truck had the rear brakes replaced. Approximately 15 manholes have been replaced to date as part of Santa Barbara County's annual paving project. Staff continues to work with Santa Barbara County Road Department on the replacement of manhole covers and frames in conjunction with this project. Staff repaired a manhole concrete collar on Hollister Avenue near Modoc Road.

Tierra Contracting was called to assist in the removal of a lines cleaning nozzle which had become lodged in a sewer main clean out near the Calle Real dead end at San Antonio Creek just west of San Marcos Road. The Tierra crew was able to excavate and repair the pipe that was cut to remove the nozzle in a timely manner.

GREASE AND OIL INSPECTIONS

Staff continues with the grease and oil inspections program.

COMPETENCY-BASED TRAINING (CBT)

Staff continues work on the CBT project with DKF Solutions staff on updating the training outline for Confined Space Entry procedures. A presentation on the District's competency-based training program will be brought to the Board for consideration on November 2, 2020.

CITY OF GOLETA OLD TOWN SIDEWALK PROJECT

This project has been completed. During this project 14 manhole covers and frames were replaced.

PROFESSIONAL DEVELOPMENT

Staff participated in the California Sanitation Risk Management Authority (CSRMA) Sewer and Stormwater annual summit which was held as a virtual event this year.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows are up slightly to about 4.5 million gallons per day (MGD) with the further reopening of businesses and services within the district. Reclamation demand has decreased to 1.0 MGD with the cooler temperatures and shorter days.

The Lystek digester refeed pilot project to quantify increased solids destruction and gas production has moved into the second phase with an approximate 30% refeed. The treatment and digester processes are working well and are healthy at this phase.

Centrifuge operations continue as planned. Dredging operations have made it across about 60% of the lagoon. Maintenance made a minor repair to the dredge replacing a wire rope that controls the depth of the suction head.

Maintenance staff has completed modifications to the fuel lines on the emergency standby generators. Both generators have been tested under load and the previous problems have been resolved.

Maintenance staff has replaced one of the Equalization Basin pumps that was out for service.

Maintenance staff has integrated a few more sensors into the telemetry system. These will help us continue to monitor and optimize the treatment process.

The Request for Information for the Reclamation Filter Surveillance Project has been completed and the date of the filter inspection has been set. The purpose of this project is to determine whether the filter system is operating as designed, and will inform staff as to what improvements or design modifications can be made if needed.

The design review phase for the Plant Lift Station Rehabilitation Project is 50% complete. GSD staff are reviewing plans and specifications. This project will likely go to bid for construction near the end of 2020. Initial Comments have been submitted for review.

The District's revised Sewer Use Ordinance has been submitted to the RWQCB for review. A meeting with the affected Industrial Users will be held later this month. The revised Ordinance will be brought to the Board for consideration on December 7, 2020.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of October 19, 2020 shown below are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 616,954
Investment Accounts:	\$ 25,206,012
Total District Funds:	\$ 25,822,966

The following transactions are reported herein for the period 10/06/20 – 10/19/20.

Regular, Overtime, Cash-outs and Net Payroll:	\$ 113,936
Claims:	\$ 207,039
Total Expenditures:	\$ 320,975
Total Deposits:	\$ 49,818

Transfers of funds:

Community West Bank (CWB) to LAIF:	\$ - 0 -
CWB Operational to CWB Money Market:	\$ - 0 -
CWB Money Market to CWB Operational:	\$ - 0 -

The District's investments comply with the District's Investment Policy adopted per Resolution No. 16-606. The District has adequate funds to meet the next six months of normal operating expenses.

Local Agency Investment Fund (LAIF)

LAIF Monthly Statement – Previously submitted.
LAIF Quarterly Report – September, 2020.
PMIA/LAIF Performance – September, 2020.
PMIA Effective Yield – September, 2020.

Community West Bank (CWB)

CWB Money Market Account – Previously submitted.

Deferred Compensation Accounts

CalPERS 457 Deferred Compensation Plan – September, 2020.
Lincoln 457 Deferred Compensation Plan – Previously submitted.

COVID-19 Response Plan Update

A verbal update will be provided at the meeting.

Personnel Update

A verbal update will be provided at the meeting.

Great Shakeout Earthquake Drill Held

An earthquake emergency drill was held on Thursday, October 15, 2020 as part of the California Great Shakeout event. All staff participated. This is the second earthquake drill held this year in order to prepare for such events.



BETTY T. YEE
California State Controller

**LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE**

Agency Name	GOLETA SANITARY DISTRICT
Account Number	70-42-002

As of 10/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2020.

Earnings Ratio		.00002309407394024
Interest Rate		0.84%
Dollar Day Total	\$	1,365,408,443.36
Quarter End Principal Balance	\$	17,942,848.20
Quarterly Interest Earned	\$	31,532.84



PMIA/LAIF Performance Report as of 10/07/20



PMIA Average Monthly Effective Yields⁽¹⁾

Sep	0.685
Aug	0.784
Jul	0.920

Quarterly Performance Quarter Ended 06/30/20

LAIF Apportionment Rate ⁽²⁾ :	1.47
LAIF Earnings Ratio ⁽²⁾ :	.00004012766505335
LAIF Fair Value Factor ⁽¹⁾ :	1.004912795
PMIA Daily ⁽¹⁾ :	1.08%
PMIA Quarter to Date ⁽¹⁾ :	1.41%
PMIA Average Life ⁽¹⁾ :	191

*Revised 7/21/2020 per State Controller's Office

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 08/31/20 \$113.8 billion

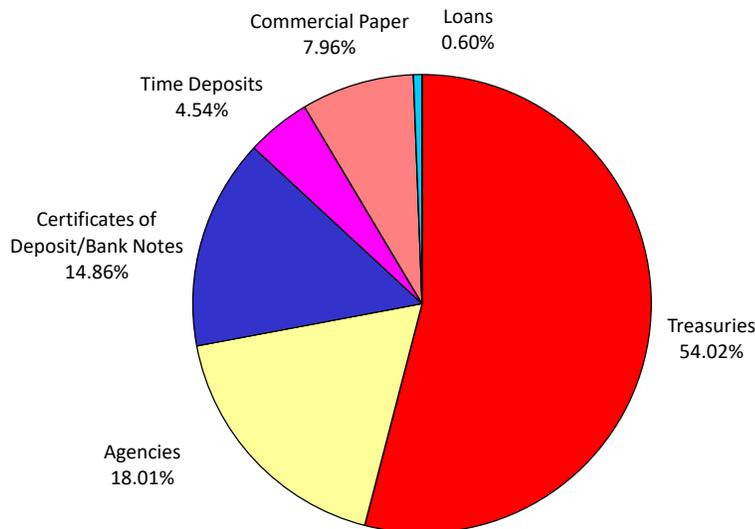


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685			

CalPERS 457 Plan

September 30, 2020

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to <https://calpers.voya.com>.

A free paper copy of the information available on the website can be obtained by contacting:

Voya Financial
Attn: CalPERS 457 Plan
P.O. Box 55772
Boston, MA 02205-5772
(800) 260-0659

Document Summary

This document has two parts. Part I consists of performance information for the plan investment options. This part shows you how well the investments have performed in the past. Part I also shows the total annual operating expenses of each investment option.

Part II provides additional information concerning Plan administrative fees that may be charged to your individual account.

CalPERS 457 PLAN

Part I. Performance Information For Periods Ended September 30, 2020

<https://calpers.voya.com>

Table 1 focuses on the performance of investment options that do not have a fixed or stated rate of return. Table 1 shows how these options have performed over time and allows you to compare them with an appropriate benchmark for the same time periods¹. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an investment option's principal risks is available on the website listed above.

Table 1 also shows the Total Annual Operating Expenses of each investment option. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option². The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the U.S. Department of Labor's website for an example showing the long-term fees and expenses at <http://www.dol.gov/ebsa>. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Table 1 - Variable Net Return Investments								
Name of Fund / Name of Benchmark	Performance		Annualized Performance				Total Annual Operating Expenses ³	
	3 Month	1 Year	5 Years	10 Years	Since Inception	Inception Date	As a %	Per \$1000
Equity Funds								
State Street Russell All Cap Index Fund - Class I	9.13	14.49	13.25	-	11.64	10/07/13	0.31%	\$3.10
<i>Russell 3000 Index</i>	9.21	15.00	13.69	-	12.04			
State Street Global All Cap Equity ex-US Index Fund - Class I	6.63	3.55	6.20	-	3.14	10/07/13	0.32%	\$3.20
<i>MSCI ACWI ex-USA IMI Index (net)</i>	6.79	3.51	6.31	-	3.31			
Fixed Income								
State Street US ShortTerm Gov't/Credit Bond Index Fund - Class I	0.13	3.34	1.63	-	1.29	10/07/13	0.32%	\$3.20
<i>Bloomberg Barclays US 1-3 yr Gov't/Credit Bond Index</i>	0.23	3.73	2.09	-	1.78			
State Street US Bond Fund Index - Class I	0.54	6.75	3.84	-	3.69	10/07/13	0.31%	\$3.10
<i>Bloomberg Barclays US Aggregate Bond Index</i>	0.62	6.98	4.18	-	3.99			
Real Assets								
State Street Real Asset Fund - Class A	3.81	-4.16	3.17	-	0.15	10/08/13	0.44%	\$4.40
<i>State Street Custom Benchmark⁴</i>	3.93	-4.43	3.54	-	0.49			
Cash (Cash Equivalents)								
State Street STIF	-0.02	0.73	1.01	-	0.78	09/02/14	0.33%	\$3.30
<i>BofA ML 3-month US T-Bill</i>	0.04	1.10	1.20	-	0.99			
Target Retirement Date Funds⁵								
CalPERS Target Income Fund	2.90	8.30	4.88	4.60	5.57	12/01/08	0.32%	\$3.20
<i>SIP Income Policy Benchmark⁶</i>	2.99	8.16	5.11	4.86	6.11			
CalPERS Target Retirement 2015	3.22	8.58	4.83	5.20	6.68	12/01/08	0.32%	\$3.20
<i>SIP 2015 Policy Benchmark⁶</i>	3.31	8.44	5.05	5.57	7.23			
CalPERS Target Retirement 2020	4.16	9.31	5.23	5.59	7.20	12/01/08	0.32%	\$3.20
<i>SIP 2020 Policy Benchmark⁶</i>	4.26	9.08	5.45	5.96	7.72			
CalPERS Target Retirement 2025	5.05	9.59	6.16	6.24	7.89	12/01/08	0.32%	\$3.20
<i>SIP 2025 Policy Benchmark⁶</i>	5.15	9.34	6.37	6.62	8.39			
CalPERS Target Retirement 2030	5.96	9.41	6.67	6.72	8.54	12/01/08	0.32%	\$3.20
<i>SIP 2030 Policy Benchmark⁶</i>	6.07	9.52	6.96	7.15	9.05			
CalPERS Target Retirement 2035	6.90	9.54	7.33	7.17	9.08	12/01/08	0.32%	\$3.20
<i>SIP 2035 Policy Benchmark⁶</i>	7.01	9.59	7.60	7.64	9.64			
CalPERS Target Retirement 2040	7.49	9.29	8.04	7.55	9.44	12/01/08	0.32%	\$3.20
<i>SIP 2040 Policy Benchmark⁶</i>	7.61	9.40	8.33	8.03	9.98			
CalPERS Target Retirement 2045	7.49	9.29	8.70	7.83	9.65	12/01/08	0.32%	\$3.20
<i>SIP 2045 Policy Benchmark⁶</i>	7.61	9.40	8.98	8.31	10.22			
CalPERS Target Retirement 2050	7.49	9.29	8.70	7.83	9.73	12/01/08	0.32%	\$3.20
<i>SIP 2050 Policy Benchmark⁶</i>	7.61	9.40	8.98	8.31	10.22			
CalPERS Target Retirement 2055	7.49	9.29	8.69	-	6.29	11/01/13	0.32%	\$3.20
<i>SIP 2055 Policy Benchmark⁶</i>	7.61	9.40	8.98	-	6.63			
CalPERS Target Retirement 2060	7.49	9.21	-	-	9.57	11/01/18	0.32%	\$3.20
<i>SIP 2060 Policy Benchmark⁶</i>	7.61	9.40	-	-	9.81			
Broad-Based Benchmarks⁷								
<i>Russell 3000 Index</i>	9.21	15.00	13.69	13.48	-	-	-	-
<i>MSCI ACWI ex-USA IMI Index (net)</i>	6.80	3.51	6.31	4.17	-	-	-	-
<i>Bloomberg Barclays US Aggregate Bond Index</i>	0.62	6.98	4.18	3.64	-	-	-	-

Part II. Explanation of CalPERS 457 Plan Expenses September 30, 2020

<https://calpers.voya.com>

Table 2 provides information concerning Plan administrative fees and expenses that may be charged to your individual account if you take advantage of certain features of the Plan. In addition to the fees and expenses described in Table 2 below, some of the Plan's administrative expenses are paid from the Total Annual Operating Expenses of the Plan's investment options.

Table 2 - Fees and Expenses				
Individual Expenses ⁸				
Service	Fee Amount	Frequency	Who do you pay this fee to?	Description
Loan Origination Fee	\$50	Per loan application	Voya	The charge covers the processing of your loan and applies each time you request a loan from your retirement account. This fee is deducted from your Plan account.
Maintenance Fee (For loans taken on or after April 1, 2020)	\$35 (\$8.75 assessed quarterly)	Annual	Voya	The charge covers the maintenance costs of your loan and applies on a quarterly basis. This fee is deducted from your Plan account.
Self-Managed Account (SMA) Maintenance Fee	\$50	Annual fee deducted monthly on a pro-rata basis	Voya	Schwab Personal Choice Retirement Account is available to you if your Employer has elected it as an option. This fee is deducted pro rata on a monthly basis from your core fund investments ⁹ in your CalPERS 457 account. For more information about SMAs, including a complete list of fees charged by Schwab for different types of investment transactions, please contact Schwab at (888) 393-PCRA (7272). Fees may also be incurred as a result of actual brokerage account trades. Before purchasing or selling any investment through the SMA, you should contact Schwab at (888) 393-PCRA (7272) to inquire about any fees, including any undisclosed fees, associated with the purchase or sale of such investment.
Self-Managed Account (SMA) Plan Administrative Fee	0.29% (\$2.90 per \$1,000)	Annual fee deducted monthly on a pro-rata basis	Voya	The SMA Plan Administrative fee pays for recordkeeping costs for assets in your SMA account. This fee is deducted pro rata on a monthly basis from your core fund investments in your CalPERS 457 account. The SMA Plan Administrative Fee is subject to change based on total Plan assets.

Footnotes for Table 1 and Table 2:

- 1 Fund returns shown are net of investment management and administrative expenses and fees unless otherwise noted. Benchmark performance returns do not reflect any management fees, transaction costs or expenses. Benchmarks are unmanaged. You cannot invest directly in a benchmark.
- 2 Historical annual operating expenses are not available. Reported annual operating expenses are estimated based on SSGA investment management, Voya recordkeeping, and SSGA capped operating expenses.
- 3 Total annual operating expenses are comprised of investment management and administrative expenses and fees incurred by the funds.
- 4 State Street Real Asset Fund has a custom benchmark comprised of 25% Bloomberg Roll Select Commodity Index, 25% S&P® Global LargeMidCap Commodity and Resources Index, 15% Dow Jones U.S. Select REIT Index, 25% Bloomberg Barclays U.S. TIPS Index, and 10% S&P Global Infrastructure Index.
- 5 If the ending market value (EMV) falls to zero in any one month, the inception date resets to the next month with an EMV. Performance is then calculated from the new inception date.
- 6 The benchmark for each Target Retirement Date Fund is a composite of asset class benchmarks that are weighted according to each Fund's policy target weights. The asset class benchmarks are Russell 3000 Index, MSCI ACWI ex-USA IMI Index (net), Bloomberg Barclays US Aggregate Bond Index, the SSGA customized benchmark for Real Assets (see footnote 4), and BofA ML 3-month US T-Bill.
- 7 Broad-based benchmarks grouped here provide comparative performance standards for domestic equity, international equity and fixed income.
- 8 The CalPERS Board of Administration periodically reviews the plan administrative fees and adjusts fees to reflect expenses incurred by the Plan. Participant fees are charged to reimburse CalPERS for actual administrative fees of the Plan.
- 9 Core fund investments are listed in Table 1 above the Target Retirement Date funds. Core funds include: State Street Russell All Cap Index Fund (Class I), State Street Global All Cap Equity ex-US Index Fund (Class I), State Street US Short Term Government/Credit Bond Index Fund (Class I), State Street US Bond Fund Index (Class I), State Street Real Asset Fund (Class A), and State Street Short Term Investment Fund ("STIF").

DISTRICT
CORRESPONDENCE
Board Meeting of September 21, 2020



Date: **Correspondence Sent To:**

1. 10/05/2020 Cody Magennis
Subject: Welcome Letter to the Goleta Sanitary District

2. 10/06/2020 Marc Ciarlo
Subject: Welcome Letter to the Goleta Sanitary District

3. 10/06/2020 Jeff McKee
Santa Barbara Airport
Subject: 2021 Industrial User Discharge Permit III-370 Renewal
Application and Invoice
Letters also sent to:
 - Goleta Water District
 - Soilmoisture Equipment Corporation
 - Advanced Vision Science, Inc.
 - SB County Coroner's Office
 - Mission Support and Test Services
 - Santa Barbara News Press
 - AgRX
 - Goleta Valley Cottage Hospital
 - NPRRC/Amtrak
 - Raytheon Electronic Warfare
 - RRM, Inc./ Westside Gas
 - Bardex Corporation
 - Santa Barbara Airbus
 - Soraa Laser Diode, Inc.
 - Karl Storz Imaging, Inc.

4. 10/13/2020 Steven Crossland
Executive Director
Page Youth Center
Subject: Sewer Service Charge Fiscal Year ending June 30, 2020

Date: **Correspondence Received From:**

1. 10/12/2020 CSRMA California Sanitation Risk Management Authority
Subject: 2021 Executive Board Elections

Hard Copies of the Correspondence are available at the District's Office for review.