

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 06/23/22

Item description/summary:

Consider Publishing RFB for Plumas Lake Water Treatment Plant (WTP) Filter Pre-Purchase Project.

Olivehurst Public Utility District (OPUD) provides treated water throughout Olivehurst and Plumas Lake. The Plumas Lake Treatment Plant (WTP) contains wells #31 & 32 which currently has 2 filter in operation with a 2.5 MG Storage Tank. Due to the high demand in development within the area, this treatment plant is reaching its capacity for water demand. In order to increase demand in order to service additional residence, OPUD looked at various options of providing these services. For the time being, it was deemed to increase capacity at a cost-effective method, three (3) additional filters would be the best option. Due to the rate of development, Filters would need to be purchased no later than September 1st, 2022, and filters fabricated and ready for Delivery by March 1, 2023, which would be the completion of the request bid.

Fiscal Analysis:

Employee Feedback

n/a

Sample Motion:

Publish RFB for Plumas Lake Water Treatment Plant (WTP) Filter Pre-Purchase Project.

Prepared by: Swarnjit Boyal, Public Work Engineer

ADVERTISEMENT FOR BIDS

Olivehurst Public Utility District

1970 9th Avenue
P.O. Box 670
Olivehurst, CA 95961

Sealed BIDS for PLUMAS LAKE WTP FILTER PRE-PURCHASE BID

Can be submitted at _____ OPUD _____ & will be accepted by the **Olivehurst Public Utility District** at the office of the District until 2:00 P.M., _____ July 15th , 2022 _____, and then publicly opened and read aloud shortly after 2:00 P.M. on the same business day at the **Olivehurst Public Utility District Office** at 1970 9th Avenue.

The CONTRACT DOCUMENTS may be examined at the following location:

Olivehurst Public Utility District
1970 9th Avenue
Olivehurst, CA 95961
Phone (530) 743-4657

Copies of the CONTRACT DOCUMENTS may be obtained from **Olivehurst Public Utility District**, upon the non-refundable payment of \$ _____ 0 _____ for each set.

In accordance with the provisions of Section 1773.2 of the California Labor Code, this project is subject to the provisions of California’s Prevailing Wage Laws and copies of the prevailing rate of per diem wages are on file at the office of Olivehurst Public Utility District, 1970 9th Avenue, Olivehurst, California 95961.

Prospective BIDDERS shall be licensed CONTRACTORS in the State of California and shall be skilled and regularly engaged in the general class or type of WORK called for under the CONTRACT. Each BIDDER submitting a bid shall have California Contractor’s license appropriate for this type of work. A mandatory site walk will be scheduled at the districts convenience.

_____ 06/24/2022 _____
Date



Swarnjit Boyal, Public Works Engineer

OLIVEHURST PUBLIC UTILITY DISTRICT

Our mission is to provide high quality services to enhance our community's quality of life.



BOARD OF DIRECTORS

Dennise Burbank James Carpenter John Floe Mary Jane Griego Christopher White

GENERAL MANAGER

John Tillotson, P.E.

June 24, 2022

To: All Bidders

From: Swarnjit Boyal, MS, Public Works Engineer, OPUD

RE: RFP for Plumas Lake WTP Filter Pre-Purchase Bid

All,

The Olivehurst Public Utility District will be accepting bids for the purchase of the following equipment:

BID PROPOSAL REQUEST – PLUMAS LAKE WTP FILTER PRE-PURCHASE BID			
Item	Qty	Cost Type	Description
ACCESSORIES			
1	3	L.S.	Horizontal Pressure Filters, Internals, Media, and Support Gravel
2	1	L.S.	Manganese Treatment Support and Training
3	1	L.S.	Local Sales Tax @8.25% on Item 1
4	1	L.S.	Performance and Payment Bonds
5	1	L.S.	Item #1's Freight and Delivery

L.S. = Lump Sum

Bids will be accepted up through 2:00 pm on July, 15th 2022 at which time bidding will close. Bid will be opened right after the same day.

Thank you very much for your interest in the project.

Project Background:

Olivehurst Public Utility District (OPUD) provides treated water throughout Olivehurst and Plumas Lake. The Plumas Lake Treatment Plant (WTP) located at 1500 Algodon Rd, Plumas Lake contains wells #31 & 32 which currently has 2 filters in operation with a 2.5 MG Storage Tank. Due to the high demand in development within the area, this treatment plant is reaching its capacity for water demand. In order to increase demand in order to service additional residence, OPUD looked at various options of providing these services. For the time being, it was deemed to increase capacity at a cost-effective method, three (3) additional filters would be the best option. Due to the rate of development, Filters would need to be purchased no later than September 1st, 2022 and filters fabricated and ready for Delivery by March 1, 2023 which would be the completion of the request bid.

General Scope:

Each prospective contractor will submit a proposal for providing filters in the RFP and to include but not be limited to:

Delivery of equipment as specified and listed above. The proposal will be **awarded to lowest responsible bidder** that meets all the qualifications and requirements listed in technical specifications.

General Provisions/Requirements:

- This will be a prevailing wage project. Bidders cost shall include sales tax.
- Contractor will be required to sign an OPUD standard contract (attached).
- Contractor qualifications: Company specializing in performing this type of work with a minimum of three (3) years' experience of similar project with product being supplied. Contractor will be required to supply contact information for a minimum of 3 of those entities having previously contracted with contractor for similar projects.
- Client should be factory certified and be able to provide start up services and training to the owner/client without added expense of factory start up services.
- *Products requiring electrical connection:* Listed and classified by Underwriters' laboratories (UL) suitable for the purpose specified and indicated.
- Contractor to furnish any required equipment not listed in the equipment lists provided above, transportation, and special or occasional services as required to effect a complete delivery as shown on the Drawings and described in this RFP and as specified and required by the manufacturer.
- Equipment not listed with these specifications or on drawings as furnished by the equipment supplier, but required for the complete purchase and delivery of the filter feature mechanical or electrical systems shall be furnished by the contractor.
- Deliver all equipment in accordance with manufacturer's instructions and recommendations unless otherwise noted. If specified delivery is contrary to manufacturer's instructions, cease delivery of affected components or systems. Notify District Engineer and do not resume delivery without clear instructions.
- General: The bid awardee shall test equipment delivered by him/her/they to show that it complies with specified requirements. Testing shall be done in a manner approved by the District Engineer.
- Contractor shall, at his expense, make the filter operational and make test adjustments, and corrections, until it is shown to be in proper operation condition.

Equipment List and Location for Olivehurst Community Park

The WTP is located at 1970 9th Ave., Olivehurst, CA 95961. For equipment list see attached equipment list above and drawings in technical specifications attached. A representative from the equipment manufacturer will be available to inspect the layout of the equipment prior to the placement.

Please contact Swarnjit Boyal at 530-682-0736 - sboyal@opud.org or Jim Carson 916-613-7582 – jcarson@affinityengineering.com with any questions.

Sincerely,

A handwritten signature in black ink that reads "Swarnjit Boyal". The signature is written in a cursive, slightly slanted style.

Swarnjit Boyal, MS, Public Works Engineer
Olivehurst Public Utility District
530-743-8573 - Office
530-682-0736 - Cell
sboyal@opud.org - Email

PROPOSAL (BID)

OLIVEHURST PUBLIC UTILITY DISTRICT

Name of BIDDER _____

Business Address _____

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA		LS	
1.02	Equipment for 3 horizontal pressure manganese filters, internals, media, support gravel, manganese treatment support and training & local sales tax.		LS	
1.03	Freight and Delivery for Item 1.02.		LS	

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

	TOTAL BID AMOUNT	\$
Write out		
figures:		

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

LIST OF SUBCONTRACTORS

(Public Contract Code Section 4104)

In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

NOTE: Additional numbered pages may be attached if needed.

Accompanying this proposal is (cashier's check) (certified check) (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of _____ dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

Signature

Address

Title

Date

License Number (if applicable)

Attest _____

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 6

Laws to be Observed

The Contractor shall keep himself fully informed of all existing State and National laws and all municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Existing Facilities

The Contractor shall exercise due care to avoid injury or damage to existing improvements or facilities, utilities, adjacent property, monuments, and roadside trees and shrubbery that are not to be removed or relocated. Existing mail boxes, signs, shrubbery, lawn, trees, markers, or any other facility or improvement which must be removed shall be replaced with the undamaged original or a new facility equal to the original at the Contractor's expense if damaged by reason of the Contractor's operations, to the satisfaction of the property owner.

Utilities

The plans and specifications identify certain existing utilities as known to the Engineer. It shall be the Contractor's responsibility to exactly locate those facilities and to protect those facilities from damage as a result of his operations. The attention of the Contractor is called to the fact that there may be other unlocated utilities within the project area. Prior to making any such excavation, Contractor shall attempt to identify the location of any such utilities. It shall be the duty of the Contractor to protect any such utilities from damage, provided however, the Contractor shall be compensated for any costs of locating any such additional utilities and shall be further compensated if damage shall occur to any utilities not located upon the plans and Specifications which damages are not caused in any part by the failure of the Contractor to exercise reasonable care and discretion in removing or relocating utility facilities not indicated in the plans and specifications. The Contractor shall not be assessed any liquidated damages for any delays in completion of the project necessarily and reasonably incurred when such delay was proximately caused by the failure of the public agency or the owner of the utility to provide for the removal or relocation of such utility facilities. The Contractor's specific attention is called to the fact that existing service laterals and appurtenances to those service laterals exist within the project area and such laterals are not shown on the plans and specifications but can be reasonably inferred from the presence of other visible facilities such as building, meters, junction boxes, adjacent to the site of construction. No additional compensation shall be paid for any damages or delay caused to such service lateral facilities and it is the Contractor's sole and

exclusive obligation to provide for the protection, replacement and repair of any such facilities. If the Contractor, while performing the contract, discovers any utility facilities not identified by the public agency, other than the existing service laterals or appurtenances, he shall immediately notify the Engineer.

New Facilities

Until the formal acceptance of the complete work by **Olivehurst Public Utility District**, the Contractor shall have the charge of and care thereof, and shall bear the risk of injury or damage to any part of the work by the action of the elements or others. The contractor, at Contractor's cost, shall rebuild, repair, restore and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

Clear-Up

Prior to final acceptance and payment, the Contractor shall clean all roads or streets, borrow pits and all areas occupied by the forces during the construction of the improvement facilities, remove all refuse, excess material, temporary structures and equipment; and leave the entire project in a neat and presentable condition.

INSURANCE AND LIABILITY

GENERAL

The Contractor shall not commence any work until he obtains at his own expense, all required insurance from insurance companies acceptable to the Owner. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements, as applicable, have been complied with by such subcontractor. 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. As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without 30 days notice in writing to be delivered by registered mail to the Owner. In case of the breach of any provisions of this article, the Owner, at his option, may take out and maintain at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any moneys which may be due or become due the Contractor under this contract.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract, full comprehensive general liability insurance coverage. This coverage shall provide for both bodily injury and property damage. The bodily injury portion shall include coverage for injury, sickness, disease, death, arising directly or indirectly out of, or in connection with, the performance of the work under this contract, and shall provide for a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness,

disease, or death of one person, and a total limit of \$1,000,000 for damages arising out of bodily injury, sickness, disease, or death of two or more persons in any one occurrence. The property damage portion shall include "broad form" coverage for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this contract and in any one occurrence, including explosion, collapse, and underground exposure. Included in such insurance shall be contractual coverage sufficiently broad to insure that provision titled "Indemnity" hereinafter. The comprehensive general liability insurance shall include as additional named insured: the Owner, the Engineer and his consultants, and each of their officers, agents and employees.

WORKMEN'S COMPENSATION INSURANCE

Before the Contract between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractor's have obtained, for the period of the Contract, full Workmen'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 Workmen's Compensation Insurance laws. The Contractor will be required to execute a certificate prior to performing the work of the Contract providing as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self insurance in accordance with the provisions of the Code and I will comply with such provisions before commencing the performance of the work of this Contract".

BUILDER'S RISK "ALL RISK" INSURANCE

Unless otherwise modified in the "Supplementary Conditions", the Contractor shall secure and maintain during the life of this Contract, Builder's Risk "All Risk" Insurance coverage for one hundred percent (100%) of the contract amount. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interests appear. Such insurance may have a deductible clause not to exceed \$250, except that the deductible on earthquake may be in accordance with the underwriter's requirements, provided that it does not exceed five percent (5%) of the contract amount.

INSURANCE COVERAGE FOR SPECIAL CONDITIONS

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of its officers, agents, employees and interests.

INDEMNIFY

To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Owner, the Engineer and his consultants, and each of their officers and employees and agents,

from any and all liability, claims, losses, damages, or costs, including but not limited to attorney's fees, arising or alleged to arise from or during the performance of the work described herein caused by the act or omission of contract, any subcontractor, directly or indirectly employed by them, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the party indemnified hereunder, or by the negligence or omission of the party indemnified herein.

NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out all the provisions hereof in exercising any authority granted by the contract, there will be no personal liability upon any public official.

Substitution of Security

In lieu of the 5% retention in payment as set forth hereinafter, the contractor may, upon request to the District, substitute in lieu thereof securities in form and content acceptable to the District, pursuant to the provisions of Section 4590 of the Government Code of the State of California. All costs and expense of any escrow or trustee shall be the responsibility of the contractor.

RESOLUTION OF CLAIMS

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
2. Public Contract Code Section 9204 provides:
 - a. For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
 - b. Procedure:
 - 1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
 - 2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail,

return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

- 3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
- 4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
- 5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
- 6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action or binding arbitration, as applicable.
- 7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
- 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf

of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
 - 11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
- a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
 - b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
 - c. Procedure:
 - 1) The Claim must be in writing, submitted in compliance with all requirements set forth in this document, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in the Contract Documents.
 - 2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- 3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- 4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

STANDARD CONTRACT (AGREEMENT)

OLIVEHURST PUBLIC UTILITY DISTRICT

THIS AGREEMENT, made this _____ day of _____, _____, by
and between Olivehurst Public Utility District (hereinafter called "OWNER"),
(Name of Owner), (an Individual)
and _____ doing business as
(Name of General Contractor)
(an individual,) or (a partnership.) or (a corporation) hereinafter called "CONTRACTOR".
The aforementioned parties agree as follows:

I

The Contractor agrees to furnish for the total sum of (includes bid additives)
_____ Dollars,
all labor, materials, tools and equipment and perform all the work required to construct and
complete in a good workmanlike manner all improvements and work mentioned, described,
delineated, shown and referred to in the plans and specifications, general conditions and special
conditions Including any bid additives. Plans and specifications are included within this contract by
reference as if set forth in full.

II

Contractor agrees to furnish all necessary tools, equipment, supplies, labor and materials
required for the performance and completion of said work and improvement, all to the satisfaction
of Owner, and subject to the requirements of the Engineer.

Owner hereby fixes the time for the commencement of said work and improvements under this
Agreement to be within 20 calendar days, and such work and improvements shall be prosecuted

with diligence from day to day thereafter for a completion date of _____ It is agreed and stipulated between Owner and the Contractor that damage will be sustained by the Owner from any delays in the performance of this contract, and it is currently contemplated by the parties and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Olivehurst Public Utility District will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Olivehurst Public Utility District by such a delay under these circumstances and to agree and stipulate by this contract the sum of \$____ Dollars per day for each and every day's delay beyond the time prescribed to complete the work which has been agreed to by the parties as a fair estimate of the damage to be suffered by the Olivehurst Public Utility District from and as a direct result of such delay.

Contractor agrees to provide proof to Olivehurst Public Utility District of insurance naming Olivehurst Public Utility District and Engineer and employees as named insured in amounts of no less than coverage for \$1,000,000 per person and \$1,000,000 per occurrence and property damage up to \$1,000,000 and a standard broad form comprehensive and automobile liability policy form. Contractor further agrees to insure that every subcontractor employed by Contractor shall have insurance of equal character and limits of \$1,000,000 per person and \$1,000,000 per each occurrence and property damage up to \$1,000,000 per each occurrence and to provide certificates to Olivehurst Public Utility District of such insurance prior to allowing such subcontractor to commence work upon the project.

Contractor further agrees to provide prior to commencement of work and to require every subcontractor to provide prior to the commencement of work, a certificate pursuant to Labor Code Section 3700 et.seq. which will state as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Contractor agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages. The Contractor shall be required to forfeit to Owner the amount of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor.

Contractor further agrees to comply with each and every provision of Section 1777.5 of the labor Code of the State of California relating to apprenticeship standards and the employment of apprentices upon project and to comply with each and every provision of Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

Is the contractor registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq.*? _____

*As of July 1, 2014, the District cannot enter into a Public Works Contract with a contractor that is not registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq..

III

Contractor agrees to pay to Olivehurst Public Utility District, or to make at its' own expense all repairs, replacements or payments necessitated by defects in materials or workmanship supplied

under the terms of this contract which exist within one (1) year after the date of final acceptance of the work. This Agreement shall cover defects which shall be in existence during such one (1) year period. This Agreement shall apply to all defects which exist in the first year whether or not discovered within the first year. The Contractor shall be fully responsible for all direct and indirect damages and expenses to Olivehurst Public Utility District proximately caused by such defects in materials or workmanship, including defects and materials which bear a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantees shall be inure for the benefit of Olivehurst Public Utility District for such longer periods. The effective date for the start of the guarantee or warranty for equipment qualifying as substantially complete, shall be upon the time Olivehurst Public Utility District takes possession and operation of equipment or materials. In any case the warranty period described in this contract shall not limit the applicable statute of limitations for breach of a written contract and legal provisions for the District. Certain items in the project specifications may have specific warranty periods and provisions specified and the longer of the specified or contractual warranty period shall prevail.

The Contractor also agrees to hold the Olivehurst Public Utility District harmless from liability, both direct and indirect, of any kind arising from damage due to such defects. The Contractor shall make all repairs, replacements, or payments promptly upon receipt of written order for the same from the Olivehurst Public Utility District. If Contractor fails to make the repairs or replacements or payments within the time specified by Owner, then, subject to the sole discretion of Olivehurst Public Utility District, District may do the work in any manner it sees fit, and the Contractor and his surety shall be liable for the cost thereof, including all costs of engineers or consultants required to do said work and all cost related to the expedition of said work. Any

additional requirements for the project relative to the collection for defective work after final acceptance are provided for hereafter in this Agreement.

Contractor shall provide a faithful performance bond in the amount of one hundred percent (100%) of the contract price, and a labor and materials bond in the amount of one hundred percent (100%) of the contract price on the attached forms. Said bonds shall be issued by an admitted surety insurer within the State of California and will be supported by the information and certifications required under California Code of Civil Procedure Section 995.660.

IV

The complete Contract consists of the following documents to wit: The notice to Contractors, the General Provisions, the Technical Provisions, the Proposal (Bid), the form of Contract (Agreement), the Labor and Material Bond, the Performance Bond, all specifications and drawings, and all modifications made or incorporated in any of those documents. All of the above documents are intended to be complementary, so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all of said documents. Similarly, any contract provision appearing in one shall be binding as if it appeared in all said documents.

V

Contractor shall be financially responsible for claims (including claims of OSHA or other agency with jurisdiction over the job), liens, or stop notices, including preliminary notices that are filed on the job. In lieu of retention of payment by the DISTRICT, CONTRACTOR may elect to deposit certain securities equivalent to the amount to be withheld into a District approved escrow account.

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR'S ability, and give all attention necessary for such proper supervision and direction. Contractor shall have full control over the site and shall be responsible to take all required steps, and implement all required procedures, required for the safety of employees and the public. Contractor shall be aware of and obey all OSHA regulations pursuant to the work he is engaged in for this project.

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all work employees and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders. Contractors' cost of work includes the costs of all required safety measures including sheeting, shoring and trenching for the protection of life and limb.

Owner:

_____	_____
Signature	Name
_____	_____
Title	Date

Attest:

Contractor:

_____	_____
Signature	Name
_____	_____
Title	Date

Attest:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ hereinafter
called Principal, and _____
_____ hereinafter
called Surety, are held and firmly bound unto _____
_____ hereinafter called the Owner, in
the sum of _____ dollars (\$ _____) in
lawful money, for the payment of which sum well and truly to be made, we bind ourselves, or heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a
certain Contract, hereto attached, with the OWNER, dated _____, 201____, for
the construction of:

OLIVEHURST PUBLIC UTILITY DISTRICT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said Contract during the original term
thereof and any extension thereof that may be granted by the OWNER, with or without notice to the
Surety, and during the life of any guaranty required under the Contract, and shall also well
and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of
any and all modifications of said Contract that may thereafter be made, except that no change
will be made which increases the total contract amount more than twenty percent (20%) in excess of
the original Contract amount without notice to the Surety, then this obligation shall be void,
otherwise the same shall remain in full force and virtue.

Surety hereby expressly waives written notice of any changes, alterations, modifications of the
contract entered into between Principal and OWNER and agrees and stipulates that such changes
and modification shall be treated as part of such Contract and Surety shall be bound thereby except
that Surety will not be bound to any changes or alterations which increase the total contract amount

more than twenty percent (20%) in excess of the original contract amount without written notice to Surety.

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

IN PRESENCE OF:

Principal:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

Principal:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

Surety:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____ Dollars (\$ _____)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that, _____

has awarded to _____

_____ hereinafter

designated as the CONTRACTOR, a Contract for the work described as follows:

OLIVEHURST PUBLIC UTILITY DISTRICT

and, WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, providing that if said CONTRACTOR, or any of his or its SUB-CONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, that the Surety on this bond will pay the same.

NOW, THEREFORE, we, _____

the undersigned contractor, as Principal, and _____

COMPANY, a corporation organized and existing under the laws of the State of _____,

and duly authorized to transact business under the laws of the State of California, as Surety, are held

and firmly bound unto _____

in the sum of _____ Dollars (\$_____),

said sum being not less than the estimated amount payable by the said _____

_____ under

the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assign, jointly and severally, firmly by these presents. THE CONDITION OF THIS BOND IS SUCH, that if the above bonded 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 by any such claimant, for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from wages of employees of the Contractor or his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor,

the Surety will pay the same, in an amount not exceeding the amount 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 insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

SIGNED, sealed with our seals, and dated this _____ day of _____, 20____
(To be signed by Principal and Surety and acknowledgments and Notaries Seal attached)

Principal:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

Attorney-in-Fact:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

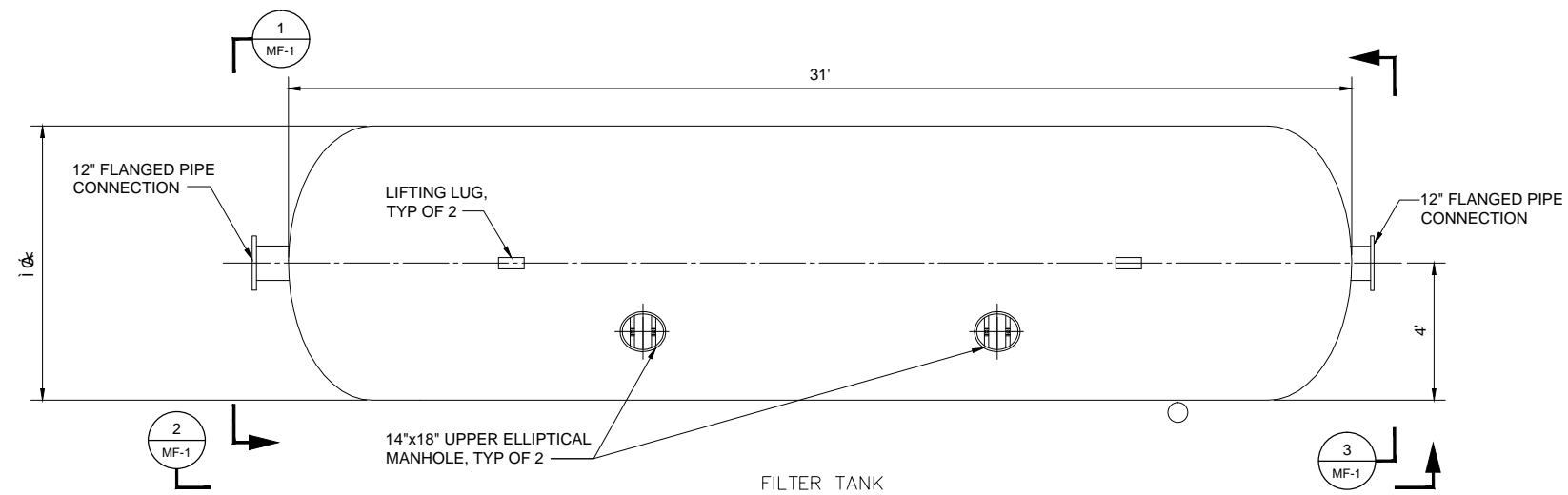
Surety:

_____	_____
Signature	Name

Title

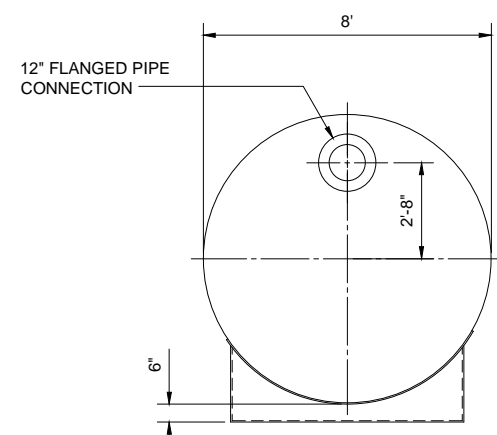
Attest:

Date



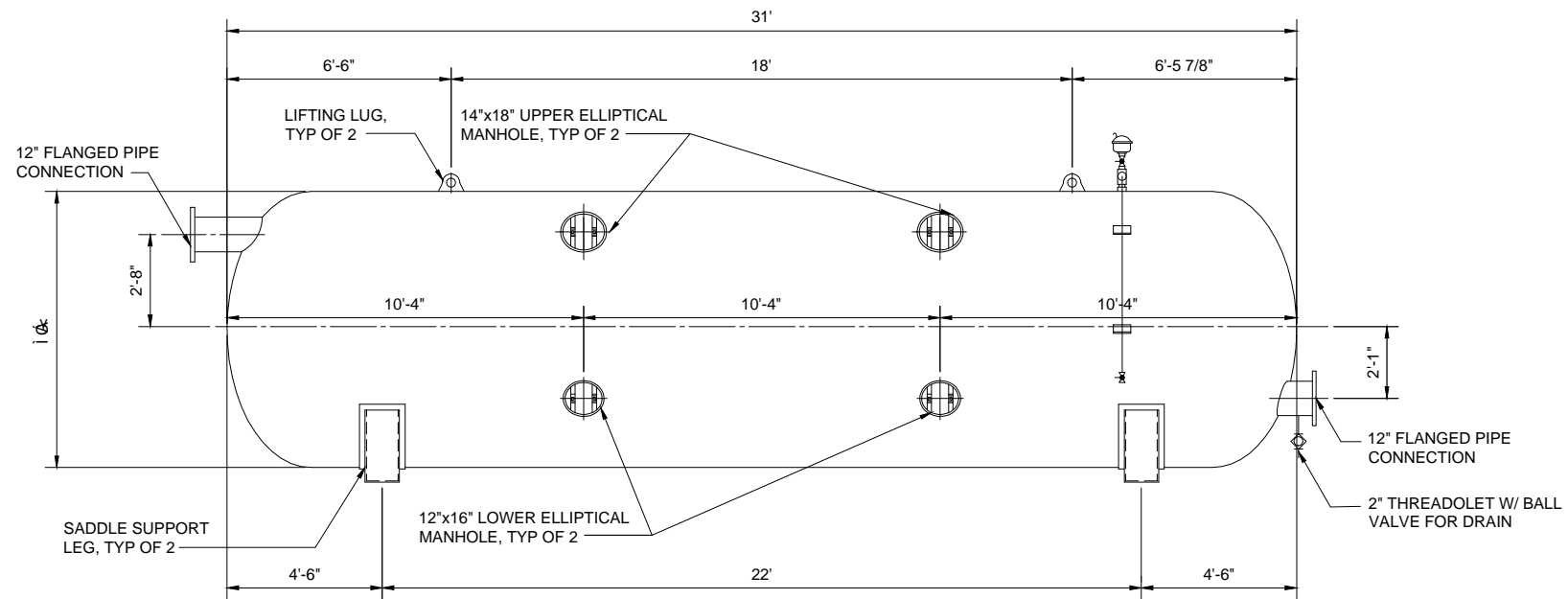
FILTER TANK
PLAN

SCALE: 3/8" = 1'-0"



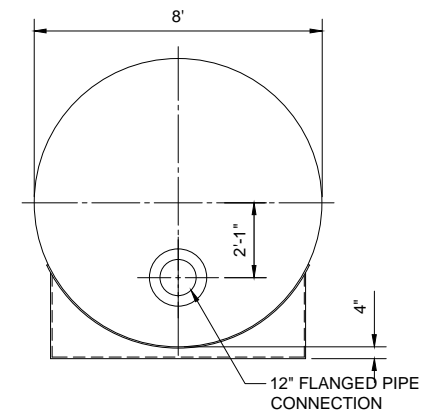
SECTION 1
MF1

SCALE: 3/8" = 1'-0"



SECTION 2
MF1

SCALE: 3/8" = 1'-0"



SECTION 3
MF1

SCALE: 3/8" = 1'-0"

CONSULTANT:
AFFINITY
ENGINEERING
3433 Mardi Gras Court, Rancho Cordova, CA, 95670
www.affinityengineering.com



NO.	REVISION DESCRIPTION	BY	DATE

CLIENT:
 **Olivehurst Public Utility District**
1970 9th Avenue,
Olivehurst, CA 95961

PROJECT:
**PLUMAS LAKE WATER PLANT
FILTER PRE-PURCHASE**

SCALE:
3/8" - 1'-0"
ATTENTION
LINE IS 2" AT FULL SIZE
(SCALE ACCORDINGLY)

MECHANICAL
SHEET TITLE:
FILTER DETAILS

SHEET NAME:
MF-1
SHEET NUMBER:
1 OF 1
5/24/22



**Olivehurst Public Utility District
Plumas Lake Water Treatment Plant
Olivehurst, CA**

**Technical Specifications
For Filter Prepurchase
90 Percent Submittal
May 23, 2022**

**Technical Specifications
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Section	Title
00 11 16	Invitation to Bid
00 21 13	Instruction to Bidders
00 41 43	Bid Schedule
00 43 13	Bid Guarantee
00 52 13	Standard Contract (Agreement)
00 61 13	Payment and Performance Bonds
00 71 00	Abbreviations and Definitions
00 72 43	Legal Regulations and Responsibilities to the Public
01 00 00	Delivery Time and Liquidated Damages
01 11 01	Summary of Work
01 14 16	Coordination and Meetings
01 33 13	Submittals
01 79 01	Manganese Treatment Training
22 05 48	Seismic Requirements
33 01 10	Operation and Maintenance Manual
33 08 11	Commissioning (MTS)
46 61 21	Manganese Treatment System

Appendix A – Well 31 and 32 Raw Water Quality

Invitation to Bid

All Prospective Bidders,

I would like to invite you to bid on the Olivehurst Public Utility District (District) Filter Pre-Purchase for the Plumas Lake Water Treatment Plant.

Sealed bids will be received for construction of the Project at the Bid Submittal Location until the Bid Deadline.

Bid Submittal Location: 1970 9th Ave, Olivehurst, CA 95961(District Office)
 Bid Deadline: **2:00 p.m. Pacific Time, on July 15, 2022.**

The sealed bids will be opened and bid amounts read publicly at the District Office shortly after 2:00 p.m. on July 15, 2022.

Bidders and other interested parties are invited to be present at the opening. An apparent low bidder will be determined at that time.

All bids shall be completed in conformance with Section 00 21 13 – Instructions to Bidders. The scope of work contemplated is summarized in Section 01 11 01 – Summary of Work.

The Contract Documents for the Project may be examined at the District Office.

A Dropbox folder has been created for this project that will contain Adobe PDF copies of the plans, specifications, responses to bidder inquiries, and addenda. These files can be downloaded at no cost to bidders by requesting a Dropbox link from James Carson at jcarson@affinityengineering.com.

Alternatively, plans and specifications can be obtained from the following building exchanges and/or plan rooms:

Builders Exchange	E-Mail	Phone
McGraw Hill Construction Dodge	diana.boyles@mhfi.com	(530) 674-2805
Sacramento Regional Builders Exchange	yelenam@sacregionbx.com	(916) 442-8991
Shasta Builders Exchange	planroom@shastabe.com	(530) 221-5556
Placer County Contractors Assoc.	planroom@placerbx.com	(530) 889-3953
Nevada County Contractors Assoc.	ncrecep@pacbell.net	(530) 274-1919
El Dorado Builder's Exchange	director@goodbuilders.org	(530) 672-2955
Contra Costa Builders Exchange	aprilh@ccbxs.com	(925) 685-8630
Builders Exchange of Stockton	jluna@besonline.com	(209) 478-1000

Bidders are hereby notified that in accordance with Public Contract Code Section 22300, securities may be substituted for any monies that the District may withhold pursuant to the terms of this Contract to ensure performance.

Invitation to Bid

The successful bidder will be required to furnish a Performance and Payment Bonds as per Section 00 61 13 Payment and Performance Bonds.

The District affirmatively identifies this project as a "public works project" as that term is defined by Labor Code Section 1720. Therefore the project is subject to prevailing wage requirements under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site, and prohibitions against discrimination. The prevailing wage rates may be obtained on the internet at:

<https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

The prevailing wage rates obtained from the above internet link are hereby incorporated in this Contract and made a part hereof.

The contractor and all subcontractors will be required to submit certified payrolls and labor compliance documentation at the discretion of, and in the manner specified, by the District. Certified payroll records may entail data entry of weekly payroll information including: employee identification labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. This requirement will also be required of every lower-tier subcontractor and vendor obligated to provide labor compliance documentation.

The Board reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in the judgment of the Board, is the lowest responsive bid. The District may extend the time to award the Contract for a period of time which shall not exceed 60 days from the bid opening date, or not award the contract at all.

Questions concerning the Project during may be directed as follows:

James D. Carson, Affinity Engineering Inc.
Phone: (916) 613-7582
E-mail: jcarson@affinityengineering.com

Questions or correspondence shall be received no later than 5 business days prior to the date of the bid opening. Questions shall be submitted in writing and transmitted via e-mail only. Acknowledgement of receipt of questions will be sent to the originator of the question. Responses to questions will be made by addendum to all bidders.

May 31, 2022

00 11 16

Invitation to Bid

By order the General Manager of the Olivehurst Public Utility District dated
_____, 2022.

John Tillotson, P.E., General Manager

****END OF SECTION****

May 31, 2022

00 11 16

Invitation to Bid

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Instructions to Bidders

1. Introduction

Each bid shall be in accordance with these Instructions to Bidders.

2. Contract Documents

Copies of Contract Documents shall be available as stated in Section 00 11 16 – Invitation to Bid.

3. Local Conditions

- 3.1 The quantities of work or material stated in the unit price items of the Bid Schedule are given only as a basis for the comparison of Bids. The District does not represent or warrant that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the work as may be deemed necessary or expedient by the Engineer.
- 3.2 The Bidder shall examine, carefully, the site of the work contemplated in the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents. Bidders shall thoroughly examine and be familiar with the Contract Documents.
- 3.3 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 conditions there existing shall in no way relieve the Bidder from any obligation with respect to its Bid or to the Contract. The Plans for the work show conditions as they are supposed or believed by the District, the Engineer, or their representatives to exist; but it is neither intended nor to be inferred that the conditions as shown therein constitute a representation by the District, the Engineer, or their representatives that such conditions are actually existent, nor shall the District, the Engineer, or their 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 Plans and the actual conditions revealed during the progress of 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 Plans.

Instructions to Bidders

4. Preparation of the Bid

- 4.1 A complete Bid requires submission of the following fully completed and executed documents:
- Section 00 41 43 – Bid Schedule
 - Section 00 43 13 – Bid Guarantee

Incomplete documents may result in the Bid being rejected as nonresponsive.

- 4.2 On the Bid Schedule, the Bidder shall state in figures the unit prices or the specific sums as the case may be, for which he proposes to supply the labor, materials, supplies tools or equipment, and perform the work required by the Contract Documents. All figures shall include all applicable taxes.
- 4.3 The phraseology of the Section 00 41 43 – Bid Schedule must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a bid may render it nonresponsive and may cause its rejection. If erasures, interlineations, or other changes appear on the Bid Schedule, each erasure, interlineation or change must be initialed by the person signing the Bid Schedule.
- 4.4 If the Bid is made by an individual, it shall be signed by its full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the partnership, who shall also sign his own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation the name of the corporation shall be given and it shall be signed by its duly authorized officer or officers, the name(s) and title(s) of all signing officers, of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.
- 4.5 Bidder inquiries regarding the meaning or interpretation of any of the Contract Documents must be received by the District's Engineer in writing or by e-mail 5 business days prior to the Bid Deadline as stated in Section 00 11 16 – Invitation to Bid. Any such explanations or interpretations will be made only in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids. Neither the Engineer nor any representative of the District is authorized to give oral explanations or interpretations of

Instructions to Bidders

Contract Documents, and a submission of a Bid constitutes agreement by the Bidder that he has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by Bidder, orally direct the Bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

- 4.6 The Bidder shall review the Plans and Specifications prior to submission of their bid and shall report any errors and omissions noted by the Bidder to the District prior to such submission.

5. Modification of Bids

A Bidder may modify its Bid by written communication provided such communication is received by the District prior to the Bid Deadline. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the District until the sealed bid is opened.

6. Withdrawal and Return of Bids

Bids may be withdrawn without prejudice by written or e-mailed requests received from the Bidder prior to the time for opening of Bids, and Bids so withdrawn will be returned to bidders unopened. No Bid may be withdrawn after the Bid Deadline without rendering the accompanying Bid Guarantee subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as provided in the Contract Documents. Negligence on the part of the Bidder preparing its Bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. Any Bid received after the Bid submission deadline shall be returned to the Bidder unopened.

7. Submission of Bids

- 7.1 Each Bidder shall submit their Bid in a sealed envelope at the District Office no later than the Bid Deadline stated in Section 00 11 16 – Invitation to Bid.
- 7.2 The District shall not consider any Bid received after the Bid Deadline or received at any place other than the District Office.
- 7.3 No oral, telephonic, e-mail, facsimile or telegraphic Bid or modification of a Bid will be considered.

Instructions to Bidders

7.4 Bids will be considered only from persons licensed as required under applicable provisions of the Contractor's License Law (California Business and Professions Code section 7000, et seq.) and rules and regulations adopted pursuant thereto.

8. Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

9. Servicing and Maintenance

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

10. Disqualification of Bidders

10.1 More than one Bid from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

10.2 All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements applicable to the District and may render void any contract let under such circumstances.

11. Award of Contract

11.1 The time for award will be thirty (30) days after opening of Bids, unless the time period is extended in Section 00 11 16 – Invitation to Bid. The District will provide a written notice of award to the lowest responsible and responsive Bidder. Accompanying the District's notice of award will be the Standard Contract (Agreement) as provided in Section 00 52 13.

11.2 The District reserves the right to accept or reject any and all Bids during the time for awarding the Contract, and to waive any informality or

Instructions to Bidders

irregularity in any Bid. No Bid can be withdrawn during the time for awarding the Contract.

11.3 Before a Bid is considered for award, the District may require the apparent low bidder or their subcontractors submit a statement of facts including but not limited to the following:

- Details of the business
- Technical organization
- Financial resources
- Equipment available for the project
- Evidence that other work completed by the bidder is of comparable magnitude and type.

11.4 The District expressly reserves the right to reject any Bid if it determines that any requested statement of facts show the Bidder or their subcontractors are not qualified for the work bid upon and, therefore, justifies such rejection.

11.5 The award of the Contract, if it is awarded, will be to the lowest responsible and responsive Bidder (successful Bidder) where their Bid complies with the requirements of the Contract Documents.

12. Contract Bonds

12.1 The successful Bidder shall furnish Performance and Payment Bonds shall be furnished for the full amount of the contract price as per Section 00 61 13 – Payment and Performance Bonds.

12.2 The Payment Bond shall comply with California Civil Code sections 3247 and 3248 and applicable provisions of the California Bond and Undertaking Law (California Code of Civil Procedure section 995.010 et seq.).

12.3 The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to the District, who is (or are) in good standing with and duly admitted by the Insurance Commissioner of the State of California to act as surety upon bonds and undertakings. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the District. The premiums for the bonds shall be paid by the successful Bidder.

Instructions to Bidders

- 12.4 If any surety becomes unacceptable to the District, is deemed insolvent, is no longer an admitted surety in California, or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.
- 12.5 In the event of any conflict between the terms of the Contract and the terms of the bonds, the terms of the Contract shall control and the bonds shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the District gives the surety notice of such default at the time or before the exercise of any such right by the District, and, regardless of the terms of the bonds, the exercise of any such right by the District shall in no manner affect the liability of the surety under the bonds.

13. Execution of Contract

Within ten (10) days following receipt of notice of award of Contract (paragraph 12.1), the successful Bidder will be required to execute and return the three (3) original contracts, together with the performance and payment bonds, and the required certificates and proof of insurance documents (see Section 00 72 43), to the District. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Guarantee which shall be retained as liquidated damages, and it is agreed that the Bid Guarantee sum is a fair estimate of the amount of damages that the District will sustain by reason of such failure.

The District will promptly determine whether such Contract, bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful Bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible responsive Bidder to sign and return the Contract with acceptable bonds and insurance as prescribed herein, the District may award the Contract to the next lowest responsible responsive Bidder, and, in the event that Bidder fails to sign and return the Contract with acceptable bonds and insurance, the District may award the Contract to the then next lowest responsible responsive Bidder, etc.

Instructions to Bidders

14. Return of Bid Guarantees

All Bid Guarantees will be held until the Contract has been finally executed, after which all Bid Guarantees, other than any Bid Guarantees which have been forfeited, will be returned to the respective bidders whose Bids they accompanied, but in no event shall non-forfeited bonds be held by the District beyond 60 days from the date that the District awards the Contract.

15. Power of Attorney

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary public shall acknowledge the power as of the date of the execution of the bond which it covers.

16. Delivery

The time allowed for the completion of the work is stated in Section 01 00 00 – Delivery Time and Liquidated Damages. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions.

17. Prevailing Wages

The prevailing rates may be obtained on the internet at:

<https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

The prevailing wage rates obtained from the internet link are hereby incorporated in this Contract and made a part hereof. The Contractor shall post at each job site a copy of the determination of the Director of Industrial Relations of the prevailing rate of per diem wages.

18. Bid Protests

Any bid protest must be submitted in writing to the District before 4:00 p.m. of the seventh day following the bid award. The party filing the protest must have actually submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

23.1 The bid protest shall be in the form of a letter or memorandum and it shall include the following: a complete statement of the basis or bases for the protest, including any supporting documents; a reference to the specific portion(s) of the Contract Documents which form(s) the basis for

Instructions to Bidders

- the protest; and, the name, address, and telephone number of the person representing the protesting bidder.
- 23.2 The Bidder filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to all other bidders with a direct financial interest who may be adversely affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 23.3 The District will issue a prompt decision on the protest. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- 23.4 The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim, lawsuit or other legal proceeding.
- 23.5 For purposes of this section, a "bid protest" means any protest, objection, complaint, or challenge to, concerning, or against (a) a rejection of a bidder for any reason, (b) a contract award to the apparent low bidder, (c) another bidder's bid, or (d) the legality or enforceability of the Bid documents.

19. Ineligible Contractors and Subcontractors

The District shall not accept a bid from a bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at:

www.dir.ca.gov/DLSE/debar.html.

Instructions to Bidders

20. Audit of Bid Documents

The District shall have the right to audit all (including review, obtain and copy upon reasonable notice) documents that comprise or relate to a bidder's bid in connection with any request, claim of contention raised by any bidder, including, but not limited to, Public Contract Code Sections 4000, et seq., or 5000, et seq., or any bid protest. The term "records" and the term "documents" as used herein shall include, but not be limited to, original estimates, subcontracts, bids, proposals, purchase orders, books, documents, accounting records, papers, correspondence, project files and scheduling information, including the original Bid and all documents related thereto and to its preparation, the as-planned construction schedule and any related documents.

21. Substitutions During Bidding

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor, except where alternatives or substitutes are specifically excluded, and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the Bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product.

After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under General Conditions Section 00 72 43, subsection 26 (Trade Names and Alternatives). Inclusion or offers of alternative products will not be reviewed or processed during the bidding period.

****END OF SECTION****

Instructions to Bidders

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Bid Schedule

TO: Olivehurst Public Utility District
1970 9th Ave
Olivehurst, CA 95961

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: OPUD Plumas Lake WTP Filter Pre-Purchase; that the Bidder has read the accompanying Instructions to Bidders; that the Bidder hereby proposes to furnish three manganese treatment vessels, their internals and media along with providing manganese treatment support in accordance with Contract Documents; and that the Bidder will take in full payment for such work the prices set forth in the accompanying Bid Form.

The following surety or sureties have agreed to furnish payment and performance bonds to the Bidder if it is awarded the contract:

Performance Bond: _____

Payment Bond: _____

The undersigned hereby acknowledges the receipt and review of Addenda Nos.:

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

_____ (Company/Firm Name)

_____ (Company Type, e.g. corporation {include state of incorporation}, sole proprietor, partnership)

_____ (Authorized Signature)

_____ (Printed Name)

_____ (Title)

Bid Schedule

Address: _____

Phone No.: _____

E-mail: _____

Bid Form

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	3	Horizontal Pressure Filters, internals, media, and support gravel	L.S.	N.A.	
2	1	Manganese Treatment Support and Training	L.S.	N.A.	
3	1	Local Sales Tax @ 8.25% on Item 1	L.S.	N.A.	
4	1	Performance and Payment Bonds	L.S.	N.A.	
5	1	Item #1's Freight and Delivery	L.S.	N.A.	

TOTAL BID PRICE = _____
 (NUMBERS)

TOTAL BID PRICE = _____
 (WORDS)

Note: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

L.S. = Lump Sum
 U.C. = Unit Cost

May 31, 2022

00 41 43

Bid Schedule

N.A. = Not Applicable

****END OF SECTION****

Bid Guarantee

All Bids shall be accompanied by a Bid Guarantee made payable to the District. The bid guarantee shall be made in the form of a Bid Bond or a cashier's check that must be enclosed in the same envelope with the Bid. The amount of the Bid Bond or cashier's check shall be not less than 10 percent of the total amount of the Bid.

If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form included in this Section or on a form which substantially conforms to it.

Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED
_____ , Contractor as Principal; and

_____, as Surety,
are hereby held and bound unto Olivehurst Public Utility District, hereinafter called the District, in the sum of \$ _____ , which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Plumas Lake WTP Filter Pre-Purchase

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternate,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Bid Guarantee

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 default of the Principal hereunder shall be the 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 District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this ____ day of _____ 2022, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Contractor as Principal)

(Seal)

By: _____

_____ [Name]

_____ [Title]

(Surety)

(Seal)

By: _____

_____ [Name]

_____ [Title]

****END OF SECTION****

Standard Contract (Agreement)

PART 1 – GENERAL

1.01 Standard Contract (Agreement)

The following is Standard Contract (Agreement) that will be required to be executed between the District and the successful bidder:

STANDARD CONTRACT (AGREEMENT)

OLIVEHURST PUBLIC UTILITY DISTRICT

THIS AGREEMENT, made this _____ day of _____, _____, by and between **Olivehurst Public Utility District** (hereinafter called “OWNER”), (Name of Owner), (an Individual) and _____ doing business as (Name of Filter Supplier) (an individual,) or (a partnership.) or (a corporation) hereinafter called “Manganese Treatment Supplier”.

The aforementioned parties agree as follows:

I

The Contractor agrees to furnish for the total sum of (includes bid additives) _____ Dollars,

all labor, materials, tools, and equipment and perform all the work required to construct and complete in a good workmanlike manner all improvements and work mentioned, described, delineated, shown and referred to in the plans and specifications, general conditions and special conditions Including any bid additives. Plans and specifications are included within this contract by reference as if set forth in full.

II

Contractor agrees to furnish all necessary tools, equipment, supplies, labor and materials required for the performance and completion of said work and improvement, all to the satisfaction of Owner, and subject to the requirements of the Engineer.

Owner hereby fixes the time for the commencement of said work and improvements under this Agreement to be within 20 calendar days, and such work and improvements shall be prosecuted with diligence from day to day thereafter for a completion date of _____. It is agreed and stipulated between Owner and the Contractor that damage will be sustained by the Owner from any delays in the performance of this contract, and it is currently contemplated by the parties and estimated by the parties, that it will

Standard Contract (Agreement)

be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Olivehurst Public Utility District will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Olivehurst Public Utility District by such a delay under these circumstances and to agree and stipulate by this contract the sum of \$_____. Dollars per day for each and every day's delay beyond the time prescribed to complete the work which has been agreed to by the parties as a fair estimate of the damage to be suffered by the Olivehurst Public Utility District from and as a direct result of such delay.

Contractor agrees to provide proof to Olivehurst Public Utility District of insurance naming Olivehurst Public Utility District and Engineer and employees as named insured in amounts of no less than coverage for \$1,000,000 per person and \$1,000,000 per occurrence and property damage up to \$1,000,000 and a standard broad form comprehensive and automobile liability policy form. Contractor further agrees to insure that every subcontractor employed by Contractor shall have insurance of equal character and limits of \$1,000,000 per person and \$1,000,000 per each occurrence and property damage up to \$1,000,000 per each occurrence and to provide certificates to Olivehurst Public Utility District of such insurance prior to allowing such subcontractor to commence work upon the project.

Contractor further agrees to provide prior to commencement of work and to require every subcontractor to provide prior to the commencement of work, a certificate pursuant to Labor Code Section 3700 et.seq. which will state as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Contractor agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages. The Contractor shall be required to forfeit to Owner the amount of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor.

Contractor further agrees to comply with each and every provision of Section 1777.5 of the labor Code of the State of California relating to apprenticeship

Standard Contract (Agreement)

standards and the employment of apprentices upon project and to comply with each and every provision of Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

Is the contractor registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq.*? _____

*As of July 1, 2014, the District cannot enter into a Public Works Contract with a contractor that is not registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq..

III

Contractor agrees to pay to Olivehurst Public Utility District, or to make at its' own expense all repairs, replacements or payments necessitated by defects in materials or workmanship supplied under the terms of this contract which exist within one (1) year after the date of final acceptance of the work. This Agreement shall cover defects which shall be in existence during such one (1) year period. This Agreement shall apply to all defects which exist in the first year whether or not discovered within the first year. The Contractor shall be fully responsible for all direct and indirect damages and expenses to Olivehurst Public Utility District proximately caused by such defects in materials or workmanship, including defects and materials which bear a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantees shall be inure for the benefit of Olivehurst Public utility District for such longer periods. The effective date for the start of the guarantee or warranty for equipment qualifying as substantially complete, shall be upon the time Olivehurst Public utility District takes possession and operation of equipment or materials. In any case the warranty period described in this contract shall not limit the applicable statute of limitations for breach of a written contract and legal provisions for the District. Certain items in the project specifications may have specific warranty periods and provisions specified and the longer of the specified or contractual warranty period shall prevail.

The Contractor also agrees to hold the Olivehurst Public Utility District harmless from liability, both direct and indirect, of any kind arising from damage due to such defects. The Contractor shall make all repairs, replacements, or payments promptly upon receipt of written order for the same from the Olivehurst Public Utility District. If Contractor fails to make the repairs or replacements or payments within the time specified by Owner, then, subject to the sole discretion of Olivehurst Public utility District, District may do the work in any manner it sees fit, and the Contractor and his surety shall be liable for the cost thereof, including all costs of engineers or consultants

Standard Contract (Agreement)

required to do said work and all cost related to the expedition of said work. Any additional requirements for the project relative to the collection for defective work after final acceptance are provided for hereafter in this Agreement.

Contractor shall provide a faithful performance bond in the amount of one hundred percent (100%) of the contract price, and a labor and materials bond in the amount of one hundred percent (100%) of the contract price on the attached forms. Said bonds shall be issued by an admitted surety insurer within the State of California and will be supported by the information and certifications required under California Code of Civil Procedure Section 995.660.

IV

The complete Contract consists of the following documents to wit: The notice to Contractors, the General Provisions, the Technical Provisions, the Proposal (Bid), the form of Contract (Agreement), the Labor and Material Bond, the Performance Bond, all specifications and drawings, and all modifications made or incorporated in any of those documents. All of the above documents are intended to be complementary, so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all of said documents. Similarly, any contract provision appearing in one shall be binding as if it appeared in all said documents.

V

Contractor shall be financially responsible for claims (including claims of OSHA or other agency with jurisdiction over the job), liens, or stop notices, including preliminary notices that are filed on the job. In lieu of retention of payment by the DISTRICT, CONTRACTOR may elect to deposit certain securities equivalent to the amount to be withheld into a District approved escrow account.

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR'S ability and give all attention necessary for such proper supervision and direction. Contractor shall have full control over the site and shall be responsible to take all required steps, and implement all required procedures, required for the safety of employees and the public. Contractor shall be aware of and obey all OSHA regulations pursuant to the work he is engaged in for this project.

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety

Standard Contract (Agreement)

of all work employees and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders. Contractors' cost of work includes the costs of all required safety measures including sheeting, shoring and trenching for the protection of life and limb.

Owner:

Signature

Name

Attest:

Contractor:

Signature

Name

Attest:

**** END OF SECTION ****

May 31, 2023

00 52 13

Standard Contract (Agreement)

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Payment and Performance Bonds

The successful Bidder shall furnish Payment and Performance Bonds each in the full amount of the contract price. These bonds shall be furnished on the following forms or on substantially similar forms acceptable to the District.

1. Payment Bond

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, the Olivehurst Public Utility District, hereinafter designated as the "District," has awarded to _____ hereinafter designated as the "Contractor" a Contract for the work described the **Plumas Lake WTP Filter Pre-Purchase** as described in the contract documents,

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

WHEREAS, the Contract by this reference is made a part hereof;

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the

Payment and Performance Bonds

Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

Payment and Performance Bonds

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Contractor as Principal)

(Seal)

By: _____

_____ [Name]

_____ [Title]

(Surety)

(Seal)

By: _____

_____ [Name]

_____ [Title]

Payment and Performance Bonds

2. Performance Bond

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, Olivehurst Public Utility District, hereinafter designated as the "District," entered into a Contract with _____, hereinafter designated as the "Contractor" for the work described as the **Plumas Lake WTP Filter Pre-Purchase** as described in the contract documents.

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

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____, and duly authorized and in good standing to transact business under the laws of the State of California, as an admitted Surety, are held and firmly bound unto the District in the penal sum of \$ _____, the sum being not less than one hundred percent (100%) of the total 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 Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in above-stated amount shall hold good for a period of one (1) year after the recording of the notice of completion, during which time if the Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the District from loss or damage made evident during the period of one

Payment and Performance Bonds

(1) year from the date of recording of the notice of completion, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the above-stated amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to 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. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to, administrative and consultant costs, and reasonable attorneys' fees to be fixed by the Court.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

Payment and Performance Bonds

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Contractor as Principal)

(Seal)

By: _____

_____ [Name]

_____ [Title]

(Surety)

(Seal)

By: _____

_____ [Name]

_____ [Title]

****END OF SECTION****

Abbreviations and Definitions

PART 1 – GENERAL

1.01 General

Whenever the following terms, titles, or abbreviations are used in these Specifications, or in any document or instrument where these Specifications govern, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the specifications for the sake of brevity, and are intended to refer to persons of either gender.

1.02 Abbreviations

AA	Aluminum Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDPH	California Department of Public Health
CL	Centerline
CSI	Construction Specifications Institute
CY	Cubic Yards
DI	Drop Inlet
DIP	Ductile Iron Pipe
EA	Each
EP	Edge of Pavement
FS	Federal Specifications

Abbreviations and Definitions

Inv	Invert
ISA	International Society of Arboriculture
LB	Pound
LF	Linear Feet
LS	Lump Sum
MTS	Manganese Treatment Supplier
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCC	Portland Cement Concrete
PVC	Polyvinyl Chloride Pipe
SD	Storm Drain
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ.	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition adopted by District)
USBR	United States Bureau of Reclamation
UMC	Uniform Mechanical Code (latest edition adopted by District)
UPC	Uniform Plumbing Code (latest edition adopted by District)
WCLA	West Coast Lumbermen's Association
WIC	Woodwork Institute of California

1.03 Definitions

Abandonment of Work: Defined as, but not limited to, becoming unresponsive to time restraints as defined in the project schedule or leaving the site unsecured for more than one day.

Abbreviations and Definitions

Acceptance: means the formal written acceptance by the District of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.

Agreement: The written contract (Contract) signed by the District and the Contractor covering the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work.

As Approved: shall be understood to be followed by the words "by the Engineer," unless otherwise qualified.

As Shown, Etc.: Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the direction, permission, or approval of the District.

Bid: When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bid Guarantee: Cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the District for the performance of work herein described.

Bidder: Any person, persons, firm, partnership, joint venture, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents: The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Board of Directors: The Olivehurst Public Utility District Directors. Also referred to as "Board".

Bid Opening: The event conducted by the District during which the sealed Proposals submitted by Bidders to perform the Work are opened and publicly read.

Board Of Supervisors: The Board of Supervisors of the County of Yuba, a political subdivision of the State of California. Also referred to as "Board".

Calendar Day: Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order: A Contract amendment approved by the District that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work.

Abbreviations and Definitions

Contract: See Agreement.

Contract Documents: Any or all of the documents listed in the Agreement.

Contractor: The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that, has, have) entered into a Contract, as defined in these Specifications, with the District.

Contract Time: The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two, or a specified completion date.

County: The County of Yuba, a political subdivision of the State of California.

District: The Olivehurst Public Utility District (OPUD), acting through its authorized representatives.

Date of the Contract: The date on which the Contract is signed by the District's authorized representative.

Days: Calendar days unless otherwise designated.

Engineer: Affinity Engineering acting in the capacity of consultant to the District. The Engineer shall issue directions to the Contractor only through the District. When the Specifications require that approval be obtained from the Engineer, such approval shall be requested from and be given by the District.

Estimated Quantities: The list of items of work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

General Manager: The General Manager of OPUD who has full authority over the project.

He: Includes "she" and "it" and his shall include "her" and "its."

Inspector: The person or persons authorized to act as agent(s) for the District in the inspection of the Work.

Legal Holidays: The following days are recognized as "legal holidays" by the District:

New Year's Day	January First
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday	February Twelfth
Washington's Birthday	Third Monday in February
Memorial Day	First Monday in May
Independence Day	July Fourth

Abbreviations and Definitions

Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Friday after Thanksgiving
Christmas	December Twenty-fifth

Notice To Contractors: The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed District Project and the terms and conditions of submitting Bids to perform the Work.

Notice To Proceed: The written authorization by the District to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

OPUD: means Olivehurst Public Utility District and is also referred to as the District.

Or Equal: The term "or equal" shall be understood to indicate that the "equal" product be the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

Plans or Drawings: The plans, drawings, profiles, cross sections, Working Drawings, and Supplemental Drawings, or reproductions thereof, approved by the District, which show the locations, character, dimensions, and details of the Work.

Project: Shall mean the Work.

Proposal: Shall mean "Bid".

Record Drawings: Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed.

Schedule of Values: A statement furnished by the Contractor to the District reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the project schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Abbreviations and Definitions

Special Provisions: The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to the Standard Construction Specifications.

Standard Construction Specifications: The directions, provisions, and requirements contained herein. When the term "Standard Specifications" or "Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Standard Specifications are comprised of "General Provisions" and "Technical Provisions". Where standard specifications, such as those of "ASTM", "AASHTO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

Standard Drawings: The Standard Drawings of the District, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State: The State of California.

State Specifications: The version of the State of California Standard Specifications for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.

State Plans: The version of the State of California Standard Plans for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor: A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Supplemental Drawing: Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Provisions: The provisions of the Standard Construction Specifications that describe the technical aspects of the Work.

Time Limits: all time limits stated in the Contract Documents are of the essence of the Contract.

Total Contract Price: The total price for the Work as bid by the Contractor, including any additions or subtractions made via Contract Change Orders.

Abbreviations and Definitions

Work: All actions which the Contractor is contractually required to do as specified, indicated, shown, contemplated, or implied in the Contract to construct the Work, including all alterations, amendments, or extensions made by Contract Change Order or other written orders or directives of the District. Unless specified otherwise in the Contract, the Work includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the Work.

Working Day: Any day except: (a) Saturdays, Sundays, and legal holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing: Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the District or required in the Contract or a Field Instruction or other written directive.

Whenever in the Contract Documents or upon the Drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

****END OF SECTION****

Abbreviations and Definitions

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Delivery Time and Liquidated Damages

PART 1 - GENERAL

1.01 Time Allowed for Delivery

Delivery shall be completed by the dates specified herein.

Item	Contractual Completion Event	Date of Completion
1	Filter Fabricated and Ready for Delivery	March 1, 2023

The Notice to Proceed (NTP) shall be issued by the District once the contract is fully executed. The completion dates above are based on a Notice to Proceed and Release of Tank Materials for purchase date of **September 1, 2022**.

The time allowed for Item 1 shall not be extended with written approval by the District.

1.02 Liquidated Damages

- A. The MTS shall pay to the District liquated damages in the amount of five hundred (\$500.00) per day for each calendar day after the date of Completion.
- B. In addition to Paragraph A above, Contractor shall pay to the District liquated damages in the amount of five hundred (\$500.00) per day for each calendar day after the date of Completion in Item 1 for every day after 10 calendar days that the filter does not show up at the project site when asked by the District.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

Delivery Time and Liquidated Damages

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Summary of Work

PART 1 – GENERAL

1.01 Work Covered by Contract Documents

- A. The District plans to pre-purchase three horizontal pressure filters and their associated internals and media that will be used to expand the manganese treatment capacity at the Plumas Lake WTP.
- B. The filters will be installed and piped with new controls as part of a separate project call the Plumas Lake Manganese Treatment Capacity Expansion with a general contractor (Contractor) providing this work.
- C. The work consists of the Manganese Treatment Supplier (MTS) to supply and deliver three new filters. Once the filters have been delivered, provide oversight during the installation along with training, testing, and startup of the expanded manganese treatment system.
- D. This list of items/activities is not intended to describe the complete extent of the Contract requirements outlined by the Drawings and Specifications. The MTS shall make an independent determination of all project requirements and include all associated costs in their bid. The manganese treatment system supplied under this contract shall include, but not be limited to, the following:
 - 1. Three (3) 8-ft diameter by 26-ft long (shell) horizontal pressure filters
 - 2. Filter internals including upper distributor and underdrain
 - 3. Filter externals including hatches, lifting lugs, support saddles, and nozzles
- E. Engineering Estimate: The Engineer’s Opinion of Probable Cost for the three new pressure filters, internals, and media is \$750,000.

1.02 Project Location

The filters and associated materials are to be delivered to property owned by the District and located in Plumas Lake Blvd, 1,600 ft west of Soldiers Ranch Way, Plumas Lake, CA 95961.

1.03 Type of Contract

The Work covered by these Contract Documents shall be provided as detailed in Section 00 41 43 – Bid Schedule.

PART 2 – PRODUCTS (NOT USED)

Summary of Work

PART 3 – EXECUTION

3.01 Work Sequence

- A. The sequence of work shall provide for the following requirements:
 - 1. Provide filter fabrication submittals for Engineer’s review and approval.
 - 2. Be present during installation and anchoring of the new filter vessels on their concrete slab.
 - 3. Be present during the installation of concrete support, gravel, sand, anthracite media installation for each new filter.
 - 4. Review and comment on Contractor’s PLC control strategy related to overall manganese treatment system operation (two existing filters and three new filters operation).
 - 5. Be present during the testing and startup of the new manganese treatment filters. Assist in determining filter backwash rates and durations, rinse to waste durations, and normal filter runtimes between backwashes.
 - 6. Provide training to District Staff on the operation and maintenance of the manganese treatment system.
 - 7. Compile into binders and submit the operational and maintenance manuals for manganese treatment system.

3.02 Filter Delivery

- A. The MTS will notify the Engineer that the filters have been fabricated and ready for delivery to the project location.
- B. Engineer will coordinate with the Contractor and notify the MTS when to ship the filters for the Contractor to offload from the flatbed truck.
- C. After MTS notifies Engineer of Filter availability, the MTS will be able to ship the filters within two weeks after Engineer requests the filters to be delivered to the Project Location.

3.03 MTS Coordination with Contractor

The MTS will coordinate with the Contractor during the following stages of the Manganese Treatment Expansion Project (Project):

- A. The MTS will be onsite during the delivery and setting of the treatment vessels on the concrete pad by the Contractor. The MTS will verify that the vessels were in good shape during delivery and installation.
- B. The MTS will be onsite and verify that the installation of the internal concrete support was installed by the Contractor per MTS recommendations.

Summary of Work

- C. The MTS will be onsite and verify that the support gravel, sand, and anthracite were installed by the Contractor per MTS recommendations.
- D. The MTS will review and comment the control strategy provide by the Contractor's PLC programmer relative to the overall manganese treatment system.
- E. The MTS will coordinate the training outlined in Section 01 79 01 with the Contractor and District staff.

**** END OF SECTION ****

Summary of Work

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Coordination and Meetings

PART 1 – GENERAL

1.01 General

The Manganese Treatment Supplier (MTS) shall be familiar with all items of the Plumas Lake Water Treatment Plant Manganese Treatment Expansion Project (Project) that requires their coordination to avoid construction delays. The MTS shall coordinate their work under this Contract with the Project's General Contractor.

1.02 Existing Utilities

- A. Only District Personnel shall operate existing water valves unless otherwise directed by the Engineer.

1.03 Preconstruction Meeting

Prior to beginning of the Project, the MTS shall coordinate with the Contractor and their key personnel and Subcontractors including the Contractor's Superintendent and attend a meeting with the District and the Engineer to discuss the following related to the Project:

1. Coordination and Schedule
 - a. Temporary Schedule for when the filter is to be onsite
 - b. Treatment System Control
 - c. Manganese Treatment Testing and Startup
2. Maintenance of Record Drawings
3. Final Testing, Startup, and Balancing
4. Owner Training
5. Final Deliverables including Record Drawings, Operation and Maintenance Manuals, and Special Guarantees.

1.04 Progress Meetings

- A. Progress meetings will generally be held bi-weekly and scheduled by the Contractor. During period of reduced construction activity, the Engineer may cancel some progress meetings.
- B. Schedule - The meeting will generally be held at the District's office on Tuesdays at 9:00 a.m. The Contractor will notify participants, set the agenda and administer the meeting. Contractor shall notify major subcontractors and suppliers, as appropriate. The Engineer will maintain dated record of: (1) actions required and taken and (2) decisions needed and made.
- C. Attendance:
 1. District's representative (optional)
 2. Engineer and/or resident project representative.

Coordination and Meetings

3. Contractor's project manager or project superintendent
4. MTS, as appropriate to the agenda
5. Other parties as determined by Engineer and/or the District

D. Agenda:

1. Review minutes of previous meeting
2. Review of work progress since previous meeting
3. Review field observations, problems, and conflicts
4. Review problems which impede construction schedules
5. Review of off-site fabrication, delivery schedules
6. Review corrective measures and procedures to regain projected schedule.
7. Review revisions to construction schedules.
8. Review plan progress, schedule, during succeeding work period
9. Review coordination of schedules
10. Review submittal schedules; expedite as required
 - Review maintenance of quality standards
11. Review proposed changes for:
 - Effect on construction schedule and on completion date
 - Effect on other contracts of the project
12. Other business

E. Minutes – Contractor will prepare and distribute copies to participants and District for review at the next meeting.

**** END OF SECTION ****

(

Submittals

PART 1 – GENERAL**1.01 Summary**

Provide submittals as required in the specifications. All items shall be submitted to the Engineer. Any submittals not conforming to the requirements of this section shall be returned, without a review, for correction.

1.02 Submittal Procedures

Accompany each submittal with a letter of transmittal, containing the following information:

- A. The name and phone number of the Contractor who prepared the submittal
- B. The project name and identifying submittal number
- C. Description of the submittal and reference to the Contract requirement or technical specification section being addressed
- D. Certification that submittal complies with Contract Documents with all exceptions, or request for substitutions, clearly identified and noted
- E. Submittals shall be sequentially numbered; re-submittals shall have the same number with a sequential letter suffix.
- F. Reserve space at the bottom of the letter of transmittal for check boxes for the submittal status, 4-6 lines for the Engineer's comments and a line for the Engineer's signature and date. Provide a sample letter of transmittal to the Engineer prior to the first submittal.

1.03 Shop Drawings Submitted for Review

- A. This paragraph covers submittal of Shop Drawings required for the Engineer's review as required in the Contract Documents. The Term "Shop Drawings" shall be understood to include shop drawings, detail design calculations, lists, catalog cut sheets, data sheets, operating instructions, installation instructions, fabrication details, and similar information as may be necessary to show that the materials and equipment meet the requirements of the Contract Documents.
- B. Number and Type of Submittals:
 1. Hard Copies:
 - a. Shop Drawings: Submit Two (2) clear, sharp, high-contrast copies
 - b. Product Data: Submit Two (2) clear copies

Submittals

2. Electronic:
 - a. All submittals shall be provided in an Adobe PDF Format
- C. Submittal Schedule – The Contractor shall make all submittals early enough to allow adequate time for the Engineer’s review, manufacture, and delivery at the construction site without causing delay to the Work. Submittals shall be made early enough to allow for unforeseen delays such as:
1. Re-submittals because of inadequate or incomplete submittal information or because the item submitted does not meet the requirements of the Contract Documents
 2. Delays in manufacture
 3. Delays in delivery – The Contractor shall allow 2 weeks for the Engineer's review of each submittal and one (1) week for each re-submittal. One (1) additional week may be required if the submittal contains requests for substitutions. If the Contractor requires more than one (1) re-submittal, the Contractor shall reimburse the Owner for the cost of the Engineer's additional review effort.
- D. Content of Submittals:
1. Each submittal shall include all of the items and material required for a complete assembly, system, or Specification Section.
 2. Submittals shall contain all of the physical, technical, and performance data required by the specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
 3. Provide verification that the physical characteristics of items submitted, including size, configuration, clearances, mounting points, utility connection points, and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
 4. Label each Product Data Submittal and Shop Drawing with the information required in paragraph 1.03 B of this Section. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
- E. Submittal Verification:
1. Similar items, equipment, devices, or products furnished under a single specification section shall all be made by the same maker and have interchangeable parts.

Submittals

2. All similar materials or products that are interrelated or used together in an assembly shall be compatible with each other.
- F. Contractor Approval – The Contractor shall review, date, and sign submittals before sending them to the Engineer. By making such a submittal, the Contractor shall acknowledge the following:
1. Items submitted meet the requirements of the Project Manual, or else any deviations are identified and described in a separate letter accompanying the submittal.
 2. Items submitted have been coordinated with and meet the requirements of other submittals and the Work as a whole and quantities and dimensions are correct.
- G. Requests for substitution:
1. Cite the specific Contract requirement including the Specification Section and paragraph number for which approval of a substitution is sought.
 2. Describe the proposed alternate material, item, or construction and explain its advantages and/or disadvantages to the Owner.
 3. State the reduction, if any, in Contract Price that is offered to the Owner.
- H. Engineer’s Review Procedure and Meaning:
1. The Engineer will list comments and sign the letter of transmittal for each submittal prior to returning it to the Contractor.
 2. A submittal review is not intended to apply to materials not included in the submittal even if omitted materials are related to the subject of the submittal.
 3. The Engineer will assign a submittal status to each submittal. The statuses and their meanings are as follows:
 - a. NO EXCEPTIONS TAKEN (NET): No re-submittal required
 - b. MAKE CORRECTIONS NOTED (MCN):
 - (1) No re-submittal required: the Contractor shall make corrections noted prior to manufacture
 - (2) Partial re-submittals required: the Contractor shall submit related accessory or optional items as noted which are required but were not included with the submittal and/or shall resubmit unsatisfactory portions or attributes of items as noted. The Contractor may proceed to manufacture those portions of the submittal that will be unaffected by required re-submittals
 - c. AMEND AND RESUBMIT (AAR): The Contractor shall amend and resubmit the submittal as noted or required to comply with the Contract Documents

Submittals

- d. REJECTED – RESUBMIT (RR): The item submitted does not comply with the Contract Documents in a major way. Resubmit items that comply with the requirements of the Contract Documents
- 4. The letter of transmittal accompanying the returned Product Review submittal may contain numbered notes and/or comments that are attached. Marking a corresponding number on a Shop Drawing submittal shall have the same effect as applying the entire note to the submittal.
- I. Re-submittals that contain changes that were not requested by the Engineer on the previous submittal shall be accompanied by a letter explaining the change.
- J. Required submittal status prior to proceeding:
 - 1. Do not proceed with manufacture, fabrication, or delivery of items prior to obtaining a submittal status of NET or MCN.
- K. Intent and Limitation of Engineer's Review:
 - 1. The Contractor has primary responsibility for submitting and providing work that complies with the requirements of the Project Manual. Neither the Engineer's submittal review nor failure to notice or comment on deficiencies in the Contractor's submittals shall relieve the Contractor from the duty to provide work, which complies with the requirements of the Contract Documents.

1.04 Construction Schedule

Construction schedule giving the starting and completion dates of the various stages of work shall be submitted within 10 days of the date of the Notice to Proceed. The schedule shall conform to the length of time and all specific schedule constraints established in the Contract Documents. The Contractor shall revise and resubmit the Construction Schedule whenever it changes by 7 days or more.

1.05 Substitutions of Named Equipment/Supplier

No substitutions are allowed where an Equipment/Supplier is named as "no equal".

1.06 Manufacturer's Certificates

- A. Where required in the specifications, submit three (3) hard copies.
- B. Submit manufacturers' certificate to Engineer for review. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as

Submittals

appropriate. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

1.07 Operation and Maintenance Manuals

Submit Operation and Maintenance Manuals in accordance with Section 33 01 10.

1.08 Record Drawings

- A. The Contractor shall keep and maintain, at the job site, one record set of Drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any changes or deviations which may vary from the details represented on the original Contract Drawings including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master record drawings of the Contractor's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date at least weekly during the progress of the Work.
1. Contractor shall note the dimensions of aboveground water features (valves, fire hydrants, etc.) and below ground water features (bends, reducers, etc.). Two dimensions will be required. One North/South and one East/West from a District approved landmark, (Centerline of street, lot line of a property, lip of gutter, back of walk).
- B. The Contractor shall submit to the Engineer a final, complete and accurate set of Record Drawings prior to or simultaneously with the Contractor's request for final payment.

**** END OF SECTION ****

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Manganese Treatment Training

PART 1 – GENERAL

1.01 Description

This section contains requirements for training the District's personnel by the Manganese Treatment Supplier (MTS). The training is specifically associated with the proper operation and maintenance of the expanded manganese treatment system is part of the Manganese Expansion Project (Project).

All training shall be coordinated with the manganese treatment portion of the programmable logic controller's plant operation training that is part of the overall Project.

1.02 Quality Assurance

The MTS shall provide on-the-job training of the District's personnel. The training sessions shall be conducted by qualified and experienced employees of the MTS.

Training shall include instruction in both operation and maintenance of the manganese treatment system.

1.03 Submittals

The following information shall be submitted to the Engineer in accordance with the provisions of Section 01 33 13. The material shall be reviewed and accepted by the not less than 3 weeks prior to the provision of training.

- A. Lessons plans for each training session to be conducted by the MTS. In addition, training manuals, handouts visual aids, and other reference materials shall be included.
- B. Subject of each training session, identity, and qualifications of individuals to be conducting the training and tentative date and time of each training session.

PART 2 – PRODUCTS

2.01 General

Where specified, the Contractor shall conduct training sessions for the District's personnel to instruct District Staff on the proper operation, care, and maintenance of the manganese treatment system. Approved operation and maintenance manuals shall be available at least 30 days prior to the date scheduled for the individual training session.

2.02 Location

Manganese Treatment Training

Training shall take place at the site of the Plumas Lake WTP in Plumas Lake California.

2.03 Format and Content

As a minimum, training session shall cover the training of the manganese treatment system for the following sections:

A. Familiarization:

1. Review parts lists, drawings, and etc., which have been previously provided for the District's files and operation and maintenance manuals
2. Check out the installation of the specific equipment items

B. Safety:

1. Review safety references
2. Discuss proper precautions around equipment

C. Operation:

1. Review reference literature
2. Explain all modes of treatment operation (including emergency)
3. Observe District's personnel on proper use of the equipment
4. Demonstrate the treatment system and how to determine backwash frequency, rates, and duration along with flush to waste duration

D. Preventive Maintenance:

1. Review preventive maintenance (PM) lists including:
 - a. Reference material
 - b. Daily, weekly, monthly, quarterly, semiannual, and annual jobs
2. Show how to perform PM jobs
3. Show District Staff what to look for as indicators of equipment problems

E. Corrective Maintenance:

1. List possible problems
2. Discuss repairs – point out special problems
3. Open up equipment and demonstrate procedures, where practical

F. Parts:

1. Show how to use previously provided parts list and order parts
2. Check over spare parts on hand. Make recommendations regarding additional parts that should be available

G. Local Representatives:

1. Where to order parts: name, address, telephone

Manganese Treatment Training

2. Service problems:
 - a. Who to call
 - b. How to get emergency help

H. Operation and Maintenance Manuals:

1. Review any other material submitted
2. Update material, as required

PART 3 – EXECUTION

Training shall be conducted in conjunction with the operational testing and commissioning periods of the treatment system. The MTS shall arrange to have the training conducted in no more than 6 hours in one day. Concurrent classes shall not be allowed.

Acceptable operation and maintenance manuals for the specific equipment shall be provided to the District prior to the start of any training.

Hands-on equipment training for maintenance and repair personnel shall include:

- A. Locate and identify equipment components
- B. Review the equipment function and theory of operation
- C. Review normal repair procedures
- D. Perform start-up and shutdown procedures
- E. Perform backwash, rinse to waste, and return to normal operations
- F. Review and perform the safety procedures
- G. Perform District approved practice maintenance and repair job(s), including troubleshooting filter problems

****END OF SECTION****

Manganese Treatment Training

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Seismic Requirements

PART 1 – GENERAL

1.01 Summary

This Section is applicable to the Manganese Treatment Filter Vessels.

1.02 References

- A. American Society of Civil Engineers Standard ASCE 7-05, Minimum Design Loads for Buildings and Other Structures, Chapters 11, 13, 15.
- B. California Building Code, Latest Edition.

1.03 Definitions

- A. Engineer – The Engineer responsible for the preparation of Contract Documents.
- B. Specialty Engineer – Structural or Civil Engineer provided by the Manganese Treatment Supplier (MTS) licensed in the State of California responsible for specific elements of the primary structural system, the secondary structural system, non-structural elements and/or equipment supported by structures.

1.04 General Design Requirements

- A. The Manganese Treatment Supplier (MTS) is responsible for producing designs that resist the total seismic forces in accordance with the seismic design criteria. The MTS is responsible for coordinating between the Engineer and the Specialty Engineer.
- B. The seismic design for non-structural components and equipment shall be in accordance with the IBC Chapter 16, and the required coefficients and factors for determining the total design seismic forces are provided for in the geotechnical report that is in Appendices.
- C. Coordinate the layout so that adequate space is provided between items for relative motion. Provide additional supports and restraints between items of different systems when necessary to prevent seismic impacts or interaction.
- D. Design anchorages of all elements of structures, non-structural components, equipment supported by structures, and non-building structures to resist static and dynamic operational loads, plus total seismic loads specified in the IBC, ASCE 7-05 Section 13.3.1. For anchorage uplift, multiply dead load by 0.9 and subtract $0.2S_{DS}$ if used to reduce vertical seismic effects.

Seismic Requirements

- E. Design anchorages utilizing a Component Coefficient, $R_p = 1.5$ and Importance Factor of 1.25, unless supporting documentation for embedment length, showing compliance with section 13.4.2 of ASCE 7, is provided for expansion anchor bolts, chemical anchors, or cast-in-place anchors.

1.05 Design Requirements for Piping and Conduits

- A. The Contractor is responsible for producing designs for support of piping, conduit, duct, or other systems to resist total seismic forces based on the seismic design criteria coefficients specified above unless shown on the Contract Documents. Except where the technical specifications give specific exemption from resistance of seismic forces, all supports shall be designed to meet seismic criteria.
- B. Where possible, pipes, conduit, and their connections shall be constructed of ductile materials (e.g., copper, ductile iron, steel or aluminum and brazed, welded or screwed connections). Pipes, conduits, and their connections, constructed of non-ductile materials (e.g., cast iron, no-hub pipe and plastic), shall have the brace spacing reduced to one-half of the spacing allowed for ductile material.
- C. Seismic restraints may be omitted for the following conditions where flexible connections are provided between components and the associated piping and conduit:
1. Fuel piping less than 1 inch inside diameter.
 2. All other exposed piping less than 2.5 inches inside diameter or electrical conduit less than 2.5 inches trade size.
- D. As an alternative to designing the supports and anchorage where an approved national standard provides a basis for the earthquake-resistant design, submit standard, data, and details for piping, conduit, duct, or other systems:
1. For mechanical piping, process piping, and electrical conduits, follow Guidelines for Seismic Restraints of Mechanical Systems by SMACNA modified as follows:
 - a. Seismically brace piping regardless of size or location. Provide transverse braces at all changes in direction and at the end of all pipe runs. Space transverse braces not more than 20 feet apart. Provide longitudinal braces at 40-foot centers.

1.06 Submittals

- A. Submit in accordance with Section 01 33 10.

Seismic Requirements

- B. Submit certification for equipment not listed in this specification but included in the contract documents that the equipment itself is designed to resist all internal seismic forces based on the seismic design criteria for the project.
- C. Where required in the equipment specifications in or listed below, submit signed and sealed structural calculations and detailed drawings from a Specialty Engineer where the project is being built for the attachments and anchorage to the primary structure.
 - 1. Required anchorage items include:
 - a. Manganese Treatment Vessels
- D. Structural calculations and detailed drawings shall be prepared by a Specialty Engineer.
- E. Structural calculations and detailed drawings shall clearly show the total design seismic forces which will be transferred from the elements of the structural system, non-structural components, and/or equipment and their attachments to the prime structure.

1.07 Quality Assurance

- A. The Contractor is responsible for submitting signed and sealed structural calculations and detailed drawings from a Specialty Engineer.
- B. Comply with the California adopted and amended versions of the International Building Code (IBC) Section 1613, the referenced sections of ASCE 7.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****

PART 1 – GENERAL**1.01 Description**

This section specifies the format and content of operation and maintenance manuals that is associated with the Manganese Treatment System along with the instruction to District's personnel.

1.02 References

- A. Section 01 33 13 - Submittals
- B. Specific requirements for operation and maintenance data of the manganese treatment system.

1.03 Quality Assurance

The Manganese Treatment Supplier (MTS) shall prepare instructions and data by personnel experienced in maintenance and operation of described manganese treatment system.

1.04 Hard Copy Format

- A. Provide one hardcopy operation and maintenance manual to be located at the Plumas Lake WTP.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch three D-size ring binders with durable plastic covers; 2-inch maximum ring size. Correlate data into related consistent groupings for each binder.
- D. Documentation included shall be clear and legible.
- E. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS MANGANESE TREATMENT SYSTEM PLUMAS LAKE WATER TREATMENT PLANT; identify volume number for multiple volume references.
- F. Provide tabbed indexed for each separate product and system, with typed description of product and major component parts of equipment.
- G. Text: Manufacturer's printed data, or typewritten data on 24-pound paper.
- H. Drawings: Provide reinforcement of bound edge. Bind in with text; fold larger drawings neatly to size of text pages. No drawings larger than 11" x 17".

33 01 10
Operation and Maintenance Data

- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in four sections as follows:
- Section 1:** Directory, listing names, addresses, and telephone numbers of major equipment suppliers.
- Section 2:** Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors, supplies and parts distributor. Identify the following:
- a. Significant design criteria
 - b. List of equipment
 - c. Parts list for each component
 - d. Operating instructions
 - e. Maintenance instructions for equipment and systems
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
- Section 3:** Project documents and certificates, including the following:
- a. Shop drawings and product data
 - b. Certificates
 - c. Photocopies of warranties
- Section 4:** Design Data

1.05 Manganese Treatment System Training

- A. Before startup, the MTS shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.06 Submittal of Operation and Maintenance Data

- A. Submit in accordance with Section 01 33 10
- B. Submit two copies of preliminary draft or proposed formats and outlines of contents before the filters have been installed at the water plant.

33 01 10
Operation and Maintenance Data

- C. Submit one copy of completed volumes 14 days prior to the startup of the new filters at the water plant. This copy will be reviewed and returned before startup, with Engineer's comments. Revise content of all document sets as required prior to final submission.
- D. Submit four sets of revised final volumes in final form within 14 days after the startup of the new filters at the water plant.

1.07 Electronic Submittals

- A. Each USB compatible flash drive should be clearly marked to identify the contents on the drive.
- B. Submit two (2) USB compatible flash drive containing all MTS generated electronic documents contained in the final volumes (drawings, text, etc.). Files shall be in the AutoCAD and Microsoft Office file format so as to be editable.
- C. Submit two (2) USB compatible flash drives containing the final instructional manual in an Adobe PDF format as described in Subsection 1.04.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

33 01 10
Operation and Maintenance Data

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Commissioning (MTS)

PART 1 – GENERAL**1.01 Description**

This section contains requirements of the Manganese Treatment Supplier (MTS) for the commissioning of manganese treatment portion of the Manganese Treatment Expansion Project (Project). All commissioning work, as described in this section, shall be performed by the MTS in coordination to the Project's Contractor (Contractor).

PART 2 – PRODUCTS (NOT USED)**PART 3 – EXECUTION****3.01 Commissioning Period**

- A. After completion of the operational test, the Contractor shall remove all temporary piping, controls and other alterations to the permanent systems that may have been needed during the facility testing and shall perform the tasks necessary to make the improvements constructed under this contract fully operational.
- B. The MTS shall verify that the new manganese treatment vessels are operating as intended during all phases of the treatment vessels operations, (normal flow, backwashing and rinse to waste. The MTS shall work with District Operating staff to optimize the following:
 1. Backwash flows and duration
 2. Rise to waste
 3. Time between backwashes
- C. The commissioning period system shall be continuous period of 28 days.
- D. During the commissioning period, the District shall be responsible for all normal operational costs and the MTS shall bear the costs of all necessary repairs or replacements associated with the new filter vessels, including labor and materials.
- E. The MTS shall be always available during commissioning periods to provide immediate assistance in case of trouble or failure of the treatment system. The commissioning period shall be considered ended when all corrections required by the Engineer to assure a reliable treatment system is complete.

****END OF SECTION****

Commissioning (MTS)

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Manganese Treatment Filters

PART 1 – GENERAL

1.01 Description

This Section describes the three manganese treatment pressure filters along with their appurtenances to be provide by the Manganese Treatment Supplier (MTS).

These filters will be delivered to the project site at the request of the Engineer as part of the Plumas Lake Water Treatment Plant (WTP) Treatment Expansion Project (Project). This Project has not been bid and a General Contractor (Contractor) has not been selected.

Each filter will be a horizontal single cell horizontal pressure filter that includes media and internal piping. The MTS shall provide support services during construction for the installation of the underdrain support concrete and filter media and during startup. The filters will be required to meet performance and design data requirements as specified herein.

1.02 References

Appendix A contains the raw water quality data from Wells 31 and 32 that are being treated for Manganese at the WTP. This water quality data is for informational purposes only.

1.03 Quality Assurance

- A. The MTS shall be regularly engaged in providing horizontal pressure filters for manganese treatment for a minimum of 10 years.
- B. The MTS shall provide a list of references based on five similar municipal potable water manganese treatment systems that have been completed within the last 10 years. Each reference shall include a contact name, phone number, and address.
- C. The MTS' trained field representative shall have overseen the installation and startup of not less than three pressure filter installations for manganese treatment systems.
- D. The MTS shall provide a filter performance guarantee and two-year warrantee of the new pressure filters.

1.04 Submittals

- A. Provide the following submittals in accordance with Section 01 33 13.
- B. Fabrication (Shop) Drawings:
 1. Plan and elevation views showing penetrations
 2. Internal piping details

Manganese Treatment Filters

3. Filter support saddles and anchor bolt size and locations
 4. Filter media type and arrangement
 5. Material list
- C. Updated Filter Operation Plan (New and Existing Filters) Including:
1. Rinse to waste duration
 2. Service cycle flow rate
 3. Service cycle duration
 4. Backwash duration
 5. Backwash flow rate
 6. Backwash initiation set points based on service cycle run time and pressure differential
 7. Recommended chlorine dosage
- D. Any other operational requirements needed to optimally operate the expanded Manganese Treatment System
- E. Submit detailed step-by-step test procedures describing the methods, equipment, data collection, and method of chemical analysis to be used in performance testing specified in Part 3 of this Section.
- F. Provide NSF 61 compliance certificates for concrete used within the filters for the filter media support along with necessary facilities for sampling and testing of the concrete for compliance.
- G. Provide certification compliance with ANSI/NSF 61 requirements for all equipment that comes in contact with the water.
- H. The MTS shall provide seismic anchorage calculations in accordance with Section 22 05 48.
- I. Provide a list of references as detailed in Paragraph 1.03.
- J. Furnish manufacturer's installation and operation manuals, bulletins, and spare parts list.
- K. Provide specific step-by-step instructions for operation of the filter system in all modes, and for extended-period shutdown and maintenance of any filter vessel (new and existing) or combination of vessels.
- L. PLC program certification that it meets the intended operation of the MTS system per Paragraph 1.06.

1.05 Seismic Protection

The MTS shall be responsible submitting design calculations showing that the manganese filter and all its components will resist the total seismic forces in accordance with Section 22 05 48.

Manganese Treatment Filters

1.06 Unit Responsibility

- A. The MTS shall be responsible for furnishing, and coordinating the assembly and installation, testing, and starting up of the manganese treatment system. This responsibility shall include the new pressure vessels and internals, and gravel support, and filter media. Internal concrete to be supplied by the Contractor.

The external filter piping and valves, and field instrumentation, accessories, control panel, and miscellaneous controls will be provided by others.

- B. The filter supplier shall provide a control strategy to the PLC integrator for them to program the integration of the existing and new filters into the operation of the water plant.
- C. The supplier shall provide five-separate 8-hour meetings with the PLC integrator to develop, review, and factory test the operation of the MTS program.
- D. The supplier shall submit to the Engineer a certification that the PLC program meets the intended operation of the MTS system prior to operational testing.

PART 2 – PRODUCTS

2.01 Acceptable Manufacturers

- A. All equipment furnished under this Section shall be from a filter supplier who has been regularly engaged in the design and construction of manganese treatment system as stated in Paragraph 1.03.
- B. The filter vessel shall be fabricated in an ASME certified manufacturing facility.
- C. The filter vessel shall have the manufacturer's name, serial number, dimension, and pressure rating on a plate welded to the end bell of the vessel.

2.02 Filtration System Design Requirements

- A. The pressure filter system shall consist of adding three filters piped in parallel with the existing two filters and shall be specifically designed to add filtration and treatment capacity for manganese removal based on the water quality sampling results. Media shall be silica sand with anthracite along with a graded gravel support. The graded gravel support bed shall be layers of sand and gravel designed to disperse the backwash water uniformly across the entire filter area without channeling or excessive flows along the vessel walls. A chlorine feed system shall serve

Manganese Treatment Filters

to continuously regenerate the silica sand to oxidize the soluble manganese.

1. Total treatment capacity is 6,200 gpm (capacity from Well 31 and 32) that will be split between the pressure filters operating in parallel with one filter out of service (4 operating filters).
2. Design requirements per individual filter are as follows:
 - a. The pressure filter equipment shall be designed based on the following requirements:
 - 1) Design flow rate..... 1,560 GPM
 - 2) Filter loading rate at design flow (max)..... 7.5 GPM/FT2
 - 3) Maximum operating pressure..... 60 PSI
 - 4) Minimum Service Cycle 120 Hours
 - 5) Maximum filter backwash rate..... 15 GPM/FT2
 - 6) Maximum filter backwash flow rate..... 3,120 GPM
 - 7) Maximum filter backwash waste volume..... 45,000 gallons
 - B. The raw well water (raw water) will be pumped through the manganese filters and into a 24-ft high welded steel tank.
 - C. Chlorination at the facility will be provided from a sodium hypochlorite liquid chlorine feed system that will be injected at the discharge of the two wells. The chemical feed system will vary the supply of chlorine based on the flow of the wells to maintain a constant dosage rate.
 - D. Maximum flow velocity in piping connections to filters or within filters shall not exceed 6 fps except during the backwash operation.
 - E. The system backwash water supply is to be a self-generated treated water source where the online filters will provide treated supply to the filter that is being backwashed. The source of the backwash water will be from the wells.
 - F. During filter operation, maximum pressure drop from the inlet header connection to the filtered effluent shall not exceed three psi differential under clean filter bed conditions or ten psi differential prior to backwash.
 - G. Backwash rate shall be between 12 to 15 gpm/sf. A minimum of 140 percent of the recommended media bed expansion shall be possible during backwashing before the media reaches the invert of the inlet/backwash outlet header.

2.03 Filter Vessel

- A. There are to be three new filter vessels that will be piped in parallel to the

Manganese Treatment Filters

existing two filter vessels.

- B. Each vessel shall be of welded steel construction using SA-516 Grade 70 steel and shall be tested to withstand a hydrostatic pressure 30% in excess of the designed working pressure of 60 psi. Each tank shall be designed shall be constructed per ASME code section VIII.
- C. The filter system characteristics shall be as follows:
 - 1. Each filter shall be a single cell horizontal vessel.
 - 2. The backwash water shall be drawn from the effluent of the other parallel filters with the source water coming from either Well 31 or Well 32.
 - 3. Media shall be sand and anthracite over graded support gravel.
- D. Each filter vessel shall be nominally 8-foot diameter by 26-foot-long shell to match the existing two filters.
- E. The orientation of the filter inlet and outlet nozzles are shown on Drawing MF-1. Orientation of side elliptical manholes will differ based on maintaining optimal access for media replacement to each new filter.
- F. Each vessel is to include the following features:
 - 1. Two (2) 14" x 18" upper elliptical manhole
 - 2. Two (2) 14" x 18" lower elliptical manhole
 - 3. One (1) 12" flanged nozzle for inlet/backwash end bell connection
 - 4. One (1) 12" flanged nozzle for filter effluent end bell connection
 - 5. Two (2) lifting lugs
 - 6. Two (2) saddle support legs

2.04 Filter Coating:

- A. Interior Lining:
 - 1. Surface preparation shall be an abrasive blast in conformance with the requirements of SSPC-SP10 "Near White Blast Cleaning". Paint all blasted surfaces within 8 hours of blasting. Remove all weld splatter by grinding prior to sandblasting.
 - 2. All material shall be applied in strict accordance with manufacturer's instructions. Apply first coat immediately after surface preparation. Apply each coat to a uniform, even coating; lay material in one direction and finish at right angles. Allow material to thoroughly dry between coats. Scuff, sand and remove all runs, sags, over spray, surface roughness and other defects between each coat.

Manganese Treatment Filters

3. All products to be used shall be NSF/ANSI 61 certified for potable water application and meet the requirements of NSF 600.
4. Product to be a 100% solids epoxy, Tnemec Series 22 or equal, applied to a minimum DFT of 16 mils.

B. Exterior Coating

1. Surface preparation shall be an abrasive blast in conformance with the requirements of SSPC-SP6 "Commercial Blast Cleaning". Paint all blasted surfaces within 8 hours of blasting. Remove all weld splatter by grinding or chipping prior to sandblasting.
2. All material shall be applied in strict accordance with manufacturer's instructions. Apply first coat immediately after surface preparation. Apply each coat to a uniform, even coating; lay material in one direction and finish at right angles. Allow material to thoroughly dry between coats. Scuff, sand and remove all runs, sags, over spray, surface roughness and other defects between each coat.
3. Prime coat to be a high solids epoxy, Tnemec Series 69 or equal. One coat is to be applied to provide a finish DFT of 2 - 4 mils.
4. Exterior topcoat shall be polyurethane, Tnemec Series 1075 or equal, color to be selected by District.

C. Coating Inspection

Prior to filter delivery to the Project Site, the MTS will provide a third-party NACE III certified inspector to test the interior and exterior coating of the filters per ASTM D5162-15. All inspection results will be provided to Engineering within 14 days of inspection and prior to delivery.

G. Field Paint Touch-Up

The Contractor shall provide all field touch-up painting after the filters have been delivered.

2.05 Filter Media

- A. The MTS shall provide sufficient media for initial startup and operation of the filters.
- B. Spare media shall be shipped in on cubic foot double bagged containers, sealed and on pallet with each bag marked as to its contents. Each spare media type shall be equal to 10 percent of the total type of media being provided.
- C. All filter media and graded gravel support material shall be the product

Manganese Treatment Filters

of a company experienced in the production of media for water filtration use.

- D. Filter media materials, testing shipment, placement, and preparation of filter for service shall conform to AWWA B100 or 102 latest revision.

2.06 Filter Piping, Valves and Other Appurtenances

- A. Filter Inlet Distributor

- 1. Each filter shall be furnished with a full-length header inlet distributor/backwash collector system, constructed of stainless-steel pipe.

- B. Underdrain System

- 1. Each filter shall be furnished with a header lateral underdrain system designed to uniformly distribute backwash water and for collection of filtered water. The header and laterals shall be stainless steel. The laterals shall be slotted, wedge flow, pipe-based design.

- C. Surface Wash System

There will be no surface wash system used. The surface wash system for the existing two pressure filters shall be removed.

- D. Filter Valves and Accessories:

All filter valves, meters, pressure gauges, air release /vacuum breakers, and pressure transmitters shall be provided by others

2.07 Performance Guarantee and Warranty

- A. Performance Guarantee:

- 1. The MTS shall review the filter influent raw water quality as stated shown in the Appendices and other requirements of these Specifications, and shall guarantee that the filter equipment supplied will consistently produce filtered water having manganese concentrations and operational characteristics as noted below:

Manganese concentrations in filter effluent	<0.01 ppm average 0.02 ppm maximum
Filter clogging rate	<0.5 ft/hr. at 4 gpm/sf.
Backwash consumption	<1 Percent of throughput volume

- 2. Submit a performance guarantee stating that the MTS will meet the

Manganese Treatment Filters

- performance requirements stated.
3. The Contractor shall provide all valves, actuators, instruments, fittings, external piping, and filter control program. The District will provide all chemicals and power.
 4. The MTS shall be available during startup and testing for a period of not less than 15 days or until filter performance, as guaranteed, has been achieved for a continuous 10-day period, whichever is longer, at no additional cost to the District.
 5. The MTS shall operate the manganese treatment system with a District certified Operator during the startup and testing.

B. Warranty:

1. The MTS shall provide a written warranty for the satisfactory performance of the three new filters for two years following system testing and acceptance by the District.
2. If the filtration process does not meet the treated water manganese concentration limit or operation requirements as specified in this paragraph or if there is a difficulty or failure in controls or equipment, the MTS will be notified by telephone and must provide advice on the corrective action within 24 hours.
3. If the performance or operation condition deficiency continues for more than three days, the MTS shall come to the project site and provide the necessary equipment, materials and/or labor to correct the condition at no cost to the District and to their satisfaction.

PART 3 – EXECUTION

3.01 Installation

A. Delivery

1. The Engineer shall notify the MTS that the Contractor is ready to install the filters. The MTS shall coordinate the delivery of the filters and its associated internals and media to the WTP for installation. The Delivery of the filters shall meet the requirements of Section 01 00 00 Delivery Time and Liquidated Damages.

B. Field Service:

1. The MTS shall be onsite for a minimum of five 8-hour days during installation and four 8-hour days during startup to review the installation instructions with the Engineer and Contractor, witness the installation of the filter systems, train the Contractor's personnel

Manganese Treatment Filters

in cautionary procedures critical to proper installation, and assist in startup. This will include the MTS being present during placement of concrete fill in the vessels, installation of filter internal piping and internal components, testing of underdrain piping for clogging and slow distribution, placement of gravel support and filter media, initial washing of media, media conditioning and placing the completed filter system in service. The requirements of this Paragraph will not be waived or diluted.

C. Filter Placement (by Contractor):

1. The Contractor shall remove the filters from the delivery trucks and set the filter vessels in place on the concrete pads. Once set the Contractor will anchor the filters into place.

D. Underdrain and Media Installation (by Contractor):

1. After the filter vessels are set in place, the Contractor shall vacuum clean the underdrain area prior to the installation of the concrete and underdrain laterals.
2. This cleaning must be favorably reviewed by the MTS prior to placement of concrete, gravel support material, and media. The Contractor shall test the underdrain for uniform water distribution by backwash, at a rate of 12 to 15 gpm/sf, or as recommended by the MTS.

E. Media Placement:

1. The Contractor shall place filter media, wash, scrape, and add makeup media per AWWA B100 and B102. Sample and test media for conformance with the specification.
2. The MTS shall sample and test media and verify the conformance with AWWA B100 and B102.

F. Filter Disinfection (by Contractor):

The Contractor shall be responsible for disinfecting the filters and their internal piping and media prior to placing in service.

3.02 Filter Startup

A. Commissioning

MTS shall assist in the commissioning all systems and equipment to verify performance, function, and correct operation of the manganese treatment system by performing procedures to activate, startup, adjust, test, and demonstrate that the work is in operating order in accordance with these general requirements of this Section and the detailed

Manganese Treatment Filters

requirements of the technical sections under the system or equipment specified.

B. Notification:

The Contractor shall notify the MTS and Engineer at least five days prior to starting each system or piece of the manganese treatment system.

C. Coordination:

During the startup period, the MTS shall coordinate the operation of the equipment with the District's operators and Contractor.

D. Test Equipment:

The MTS shall furnish any required test equipment, measuring devices and supplies required to conduct tests in the performance of the manganese treatment system. Maintain this equipment until acceptance.

E. Startup References:

Refer to following specification sections

- 01 11 01 (Summary of Work)
- 01 14 16 (Coordination and Meetings)
- Section 01 79 01 (Testing, Training and Facility Startup) for additional facility startup requirements.

3.03 Performance Testing

A. Filter Operation

1. The MTS shall be present and work with the Contractor to startup the filters, make necessary adjustments, and demonstrate to the District that the complete filter system is in proper operating condition.
2. Demonstrate proper operation by operating the system continuously for a period of not less than four (4) consecutive calendar days. Accomplish at least two backwash events during this period under program control, one of which shall be induced by simulating a high headloss condition.
3. During the initial filter start-up, the water through the filter must be discharged to waste until favorable water quality results are achieved (meet requirements of Paragraphs 1.06).

B. Water Quality Sampling

The MTS shall be present a minimum of 7 days during the 15-day operational testing period. Over a period of fifteen (15) days, the Contractor shall collect samples and complete analyses of influent and

Manganese Treatment Filters

effluent manganese levels twice per day as the silica sand media develops a manganese dioxide coating. The MTS and Contractor under supervision of the District will be allowed to alter, adjust, add, or replace system components as necessary to meet the performance requirements provided that these requirements are met prior to the contract completion date.

3.04 Training

A. Operation Training:

During the performance testing period, the MTS and Contractor shall team to conduct an 8-hour training session for the District's operating personnel in the theory, function, operation, and maintenance of the filter system and PLC controls as well as the other PLC controls other than the manganese treatment system.

B. 90 Day Inspection and Training:

As part of the treatment system training, provide the services of the MTS during the third month after system has been placed into service, to conduct a 4-hour inspection of the system operation in addition to a 4-hour onsite operation and maintenance refresher training session for the District's Operating Staff. Submit a report of the field trip to the Engineer, pointing out any deficiencies and offering recommendations on maintenance activities, as appropriate.

3.05 Field Service Summary

A. The following is the minimum number of days of field service that will be provided by MTS as summarized below:

- 1. Installation: 2 days
- 2. Facility Startup: 4 days
- 3. Performance Testing: 4 days
- 4. 15-Day Operation: 7 days
- 5. Training: 1 days
- 6. 90 Day System Inspection: ½ Day
- 7. 90 Day Refresher Training: ½ Day

**** END OF SECTION ****

Legal Regulations and Responsibility to the Public

SECTION 6**Laws to be Observed**

The Contractor shall keep himself fully informed of all existing State and National laws and all municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Existing Facilities

The Contractor shall exercise due care to avoid injury or damage to existing improvements or facilities, utilities, adjacent property, monuments, and roadside trees and shrubbery that are not to be removed or relocated. Existing mail boxes, signs, shrubbery, lawn, trees, markers, or any other facility or improvement which must be removed shall be replaced with the undamaged original or a new facility equal to the original at the Contractor's expense if damaged by reason of the Contractor's operations, to the satisfaction of the property owner.

Utilities

The plans and specifications identify certain existing utilities as known to the Engineer. It shall be the Contractor's responsibility to exactly locate those facilities and to protect those facilities from damage as a result of his operations. The attention of the Contractor is called to the fact that there may be other unlocated utilities within the project area. Prior to making any such excavation, Contractor shall attempt to identify the location of any such utilities. It shall be the duty of the Contractor to protect any such utilities from damage, provided however, the Contractor shall be compensated for any costs of locating any such additional utilities and shall be further compensated if damage shall occur to any utilities not located upon the plans and

Legal Regulations and Responsibility to the Public

Specifications which damages are not caused in any part by the failure of the Contractor to exercise reasonable care and discretion in removing or relocating utility facilities not indicated in the plans and specifications. The Contractor shall not be assessed any liquidated damages for any delays in completion of the project necessarily and reasonably incurred when such delay was proximately caused by the failure of the public agency or the owner of the utility to provide for the removal or relocation of such utility facilities. The Contractor's specific attention is called to the fact that existing service laterals and appurtenances to those service laterals exist within the project area and such laterals are not shown on the plans and specifications but can be reasonably inferred from the presence of other visible facilities such as building, meters, junction boxes, adjacent to the site of construction. No additional compensation shall be paid for any damages or delay caused to such service lateral facilities and it is the Contractor's sole and exclusive obligation to provide for the protection, replacement, and repair of any such facilities. If the Contractor, while performing the contract, discovers any utility facilities not identified by the public agency, other than the existing service laterals or appurtenances, he shall immediately notify the Engineer.

New Facilities

Until the formal acceptance of the complete work by Olivehurst Public Utility District, the Contractor shall have the charge of and care thereof, and shall bear the risk of injury or damage to any part of the work by the action of the elements or others. The contractor, at Contractor's cost, shall rebuild, repair, restore and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

Clear-Up

Prior to final acceptance and payment, the Contractor shall clean all roads or streets, borrow pits and all areas occupied by the forces during the construction of the improvement facilities, remove all refuse, excess material, temporary structures and equipment; and leave the entire project in a neat and presentable condition.

Legal Regulations and Responsibility to the Public

INSURANCE AND LIABILITY**GENERAL**

The Contractor shall not commence any work until he obtains at his own expense, all required insurance from insurance companies acceptable to the Owner. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements, as applicable, have been complied with by such subcontractor. 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. As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without 30 days notice in writing to be delivered by registered mail to the Owner. In case of the breach of any provisions of this article, the Owner, at his option, may take out and maintain at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any moneys which may be due or become due the Contractor under this contract.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract, full comprehensive general liability insurance coverage. This coverage shall provide for both bodily injury and property damage. The bodily injury portion shall include coverage for injury, sickness, disease, death, arising directly or indirectly out of, or in connection with, the performance of the work under this contract, and shall provide for a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness, disease, or death of one person, and a total limit of \$1,000,000 for damages arising out of bodily injury, sickness, disease, or death of two or more persons in any one occurrence. The property damage portion shall include "broad form" coverage for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the

Legal Regulations and Responsibility to the Public

performance of work under this contract and in any one occurrence, including explosion, collapse, and underground exposure. Included in such insurance shall be contractual coverage sufficiently broad to insure that provision titled "Indemnity" hereinafter. The comprehensive general liability insurance shall include as additional named insured: the Owner, the Engineer and his consultants, and each of their officers, agents and employees.

WORKMEN'S COMPENSATION INSURANCE

Before the Contract between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractor's have obtained, for the period of the Contract, full Workmen'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 Workmen's Compensation Insurance laws. The Contractor will be required to execute a certificate prior to performing the work of the Contract providing as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self insurance in accordance with the provisions of the Code and I will comply with such provisions before commencing the performance of the work of this Contract".

BUILDER'S RISK "ALL RISK" INSURANCE

Unless otherwise modified in the "Supplementary Conditions", the Contractor shall secure and maintain during the life of this Contract, Builder's Risk "All Risk" Insurance coverage for one hundred percent (100%) of the contract amount. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interests appear. Such insurance may have a deductible clause not to exceed \$250, except that the deductible on earthquake may be in accordance with the underwriter's requirements, provided that it does not exceed five percent (5%) of the contract amount.

Legal Regulations and Responsibility to the Public

INSURANCE COVERAGE FOR SPECIAL CONDITIONS

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of its officers, agents, employees and interests.

INDEMNIFY

To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Owner, the Engineer and his consultants, and each of their officers and employees and agents, from any and all liability, claims, losses, damages, or costs, including but not limited to attorney's fees, arising or alleged to arise from or during the performance of the work described herein caused by the act or omission of contract, any subcontractor, directly or indirectly employed by them, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the party indemnified hereunder, or by the negligence or omission of the party indemnified herein.

NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out all the provisions hereof in exercising any authority granted by the contract, there will be no personal liability upon any public official.

Substitution of Security

In lieu of the 5% retention in payment as set forth hereinafter, the contractor may, upon request to the District, substitute in lieu thereof securities in form and content acceptable to the District, pursuant to the provisions of Section 4590 of the Government Code of the State of California. All costs and expense of any escrow or trustee shall be the responsibility of the contractor.

RESOLUTION OF CLAIMS

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

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2. Public Contract Code Section 9204 provides:
 - a. For the purposes of this section, “Claim” means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
 - b. Procedure:
 - 1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner’s governing body must approve Owner’s response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body’s meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
 - 2) If the Contractor disputes Owner’s response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner’s statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.
 - 3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
 - 4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding

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mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

- 5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
- 6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action or binding arbitration, as applicable.
- 7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
- 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing,

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either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
 - 11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
- a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
 - b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

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c. Procedure:

- 1) The Claim must be in writing, submitted in compliance with all requirements set forth in this document, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in the Contract Documents.
- 2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- 3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- 4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing,

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either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- 5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**** END OF SECTION ****