BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

INDEPENDENCE WATER MAIN INSTALLATION

Project No. RR 18-051

FOR USE IN CONNECTION WITH INYO COUNTY STANDARD SPECIFICATIONS, DATED MAY 2020, GENERAL PREVAILING WAGE RATES IN EFFECT ON THE DATE THE WORK IS ACCOMPLISHED

September 2020

Prepared By: Inyo County Public Works

TABLE OF CONTENTS

NOTICE INVITING BIDS

BID PROPOSAL FORMS

Bid Proposal Form

Bid Bond

Cashier's or Certified Check Form

Designation of Subcontractors

Government Code Section 12900: Certification Regarding Equal Employment Opportunity

Labor Code Section 3700 Contractor's Certification

Labor Code Section 1725.5: Contractor and Subcontractor Registration

Public Contract Code Section 7106 Non-Collusion Affidavit

Public Contract Code Section 10162 Questionnaire

Public Contract Code Section 10232 Statement

Inyo County Ordinance No. 1156 (Contracting Preference)

Small Business Enterprise Commitment (Construction Contracts)

Small Business Enterprise Final Report of Utilization of Small Business Enterprise

CONTRACT AND BONDS

Contract
Faithful Performance Bond
Labor and Materials Bond
Insurance Requirements

USDA RURAL DEVELOPMENT BID REQUIREMENTS AND FORMS

Compliance Statement/Certifications of Non-Segregated Facilities (Form RD 400-6)
Certificaction Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
Lower Tier Covered Transactions (Form AD-1048)

Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1)

SPECIAL PROVISIONS

PLANS

NOTICE INVITING BIDS FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT Independence, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each physical set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:

INDEPENDENCE TRANSIMISSION MAIN INSTALLATION PROJECT

To be considered, bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on September 30, 2020 at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description:

Base Bid: This project consists of the installation of the on-grade 12-inch HDPE water main and required appurtenances which delivers waters to the town of Independence, CA. The HDPE pipe is to generally be buried adjacent to its on-grade location as shown on the plans. This work will require HDPE pipe fusion in the field in order to install valves and other appurtenances, Contractor shall provide proof of training and at least one successfully completed fusion project.

Bid Additive: If the combined cost of the Base Bid work and the Bid Additive bid falls within Inyo County's budget, the county will also include this Bid Additive work. The Bid Additive work includes replacing approximately 2.5 feet of cast iron piping (flange-flange) with PVC piping, and installing a chemical injection quill. This work includes accessing the existing vault (excavation, removal and replacement of vault wall if necessary), and returning the vault to working condition. Bid Additive work is detailed in Sheets 9 & 10 of the Plans.

Evaulation of Bids and Award of Contract: the lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Jacob Trauscht of the Public Works Department at jtrauscht@inyocounty.us (phone: 760-878-0204). Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current Class A General Engineering Contractor license or California Class C36 – Plumbing Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code**, **Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May, 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code**, **Section 12990**, and other applicable law.

Pursuant to Section 1725.5 of the Labor Code, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works

Michael Errante

Director

Dated: August, 2020

BID PROPOSAL FORMS FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT Independence, CA

ENCLOSURES:

Bid Proposal Form

Bid Bond

Cashier's or Certified Check Form

Designation of Subcontractors

Certification Regarding Equal Employment Opportunity

Labor Code Section 3700 Contractor's Labor Code Certification

Labor Code Section 1725.5 Contractor and Subcontractor Registration

Public Contract Code Section 7106 (Non-Collusion Affidavit)

Public Contract Code Section 10162 Questionnaire

Public Contract Code Statement (Section 10232)

Inyo County Ordinance No. 1156 (Contracting Preference)

Small Business Enterprise Commitment (Construction Contracts)

Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO:	COUNTY OF INYO
	Attn.: Inyo County Clerk of Board of Supervisors
	224 North Edwards Street, P.O. Box N
	Independence, California 93526
	(Herein called the "County")
FROM:	
	(Herein called "Bidder")
FOR:	INDEPENDENCE WATER MAIN INSTALLATION PROJECT (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

- **1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on September 30th, 2020 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.
- **2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

BASE BID FORM INDEPENDENCE WATER MAIN INSTALLATION PROJECT PROJECT NO. RR 18-051

ABBREVIATIONS:

LS = LUMP SUM LF = LINEAR FEET CY = CUBIC YARD AC = ACRES EA = EACH SY = SQUARE YARDS

AC =	ACRES $EA = EACH$	SY = SQUAREYARDS			IAKDS
ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Mobilization	LS	1	\$	\$
2	SWPPP Preparation	LS	1	\$	\$
3	Clearing and Grubbing	AC	1	\$	\$
4	Trench Excavation	CY	1,900	\$	\$
5	Trench Sheeting, Shoring and bracing, or equivalent method	LF	2,850	\$	\$
6	Pipe Installation	LF	2,850	\$	\$
7	Sand Bedding	CY	1,013	\$	\$
8	Compacting and Backfill	LF	2,850	\$	\$
9	12" HDPE DR17	FT	20	\$	\$
10	2" HDPE	FT	40	\$	\$
11	2"x1" HDPE Tee	EA	4	\$	\$
12	12" Resilient Seated Gate Valve (Fully Restrained)	EA	8	\$	\$
13	2" Bronze Elbow Valve	EA	4	\$	\$
14	2" Bronze Corporation Valve	EA	4	\$	\$
15	12" by 2" HDPE Service Tap	EA	1	\$	\$
16	Valve Cans	EA	8	\$	\$
17	Air-Vacuum Valve Enclosure	EA	4	\$	\$
18	Tracing Wire	FT	2,850	\$	\$
19	Warning Tape	FT	2,850	\$	\$
20	Hydrostatic Pressure Testing	LS	1	\$	\$
	\$				

BASE BID	AMOUNT (IN WORDS)	

BID OPTION 1 FORM INDEPENDENCE WATER MAIN INSTALLATION PROJECT PROJECT NO. RR 18-051

LS = LUMP SUM LF = LINEAR FEET CY = CUBIC YARD AC = ACRES EA = EACH SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Pipe Access and Restoration	LS	1	\$	\$
2	Sheeting, Shoring and bracing, or equivalent method	LS	1	\$	\$
3	PVC Service Saddle (12-inch by ¾-inch)	EA	1	\$	\$
4	12-inch Flanged Coupling	EA	1	\$	\$
5	12-inch Restrained Flanged Coupling	EA	EA 1 \$		\$
6	12-inch C900 PVC Pipe	FT	3	\$	\$
7	Retractable Chemical Injection Quill	EA	1	\$	\$
8	Disinfection	LS	1	\$	\$
BID OPTION 1 AMOUNT:					\$

BID OPTIO	ON 1 AMOUNT A	MOUNT (IN	WORDS)	
Total: Base	e Bid Amount add	ed to Bid Optic	on 1 Amount: \$	
	(IN WORDS)			

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

- **3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.
- **4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May, 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA.	The Bidder	acknowledges	receipt of the	following	Addenda	and has	provided for
all Addenda cha	nges in this	Bid.					

(Fill in Addendum numbers and dates Addenda have been received.

If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name:		
Address:		
	Zip Code	
(The above address will be used to send notices or	requests for additional	information.)
Telephone: ()		
Federal Identification No.:		
Contractor's License No.:	State:	
Classification: Expiration Date:		
Type of Business (check one):		
Individual (), Partnership (), Joint Venture ()		
Corporation (), Other (Specify):		()
Owners, Officers, Partners, or Other Authorized Rep	oresentatives:	
IMPORTANT NOTICE: If bidder or other interest of corporation above and list below, names of the prexecutive officer/manager thereof; if a partnership, j true name of firm above and list below, names of all entities, parties having authority to act on behalf of t if bidder or other interested person is an individual, above and write "N/A" below.	esident, secretary, treas oint venture, or other b partners, joint venturer the entity, such as office	urer, and chief usiness entity, state es, or for other ers, owners, directors
9. PROPOSAL GUARANTEE. As security for the proposal guarantee instruments (the "Proposal Guara section, as checked:		
(a) Bid Bond from a corporate surety adm California; or	itted to issue such bond	ls in the State of

(b)	Cashier's Check or Certified Check, made payable to the County of Inyo, attached
	to the form entitled Cashier's or Certified Check; or
(c)	Cash, in legal tender of the United States of America, enclosed in a separate
	envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only <u>one</u> form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

- 1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- 3. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- 5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.
- 6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Clint Quilter, Director County of Inyo Purchasing Department 224 N. Edwards St. Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

- **11. ADDITIONAL REQUIRED DOCUMENTS.** Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:
- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise
- **12. DEFINITIONS.** The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070**, "**Abbreviations**, **Symbols and Definitions**," of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON

INCORPORATED BY REFERENCE HEREIN.						
(Signature of Authorized Person)	(Date)	_				
(Printed Name)	(Printed Title)	_				

BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF

INYO COUNTY PUBLIC WORKS DEPARTMENT

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

BID BOND (BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,	
	as Principal, and
(Name of Bidder)	•
(Name of Corporate Surety)	
as Corporate Surety admitted to issue such bonds in the State of California	ornia, are held and firmly
bound unto the County of Inyo, State of California, in the sum of	
Dollars (\$) for the payment
whereof we hereby bind ourselves, our successors, heirs, executors, ar and severally, firmly by these presents.	nd administrators, jointly

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **INDEPENDENCE WATER MAIN INSTALLATION PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this		day	of	, 20A.D.		
			Principal			
(SEAL)		By: _				
		-	(Title of Authorized	l Person)		
			(Address for Notice	es to be se	ent)	
			Surety			
(CEAL)	D		Sarety			
(SEAL)	Ву: _		(Title of Authorized	l Person)		
			(Address for Notice	es to be se	ent)	

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director) 224 North Edwards Street, P.O. Box N Independence, California 93526

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

CASHIER'S OR CERTIFIED CHECK (BID PROPOSAL GUARANTEE)

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

ıĊ
]
]

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act** (**Section 4100 et. seq.** of the **Public Contract Code** of the **State of California**), the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
			(Title)	
Signatu	ure of Authorized Pe			
	(Printed Name)	(1	Date)	

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(Government Code Section 12900 et seq., Sections 11135-11139.7)

INDEPENDENCE TRANSMISSION MAIN PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

(Name and Title of Signer)			
Signature	Date		
Company Name			
Business Address			

CONTRACTOR'S LABOR CODE CERTIFICATION

(Labor Code Section 3700 et seq.)

INDEPENDENCE TRANSIMSSION MAIN INSTALLATION PROJECT

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

(N	ame and Title of Si	gner)	
Signature		Date	
Company Name			<u> </u>
Business Address			

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

CA Department of Industrial Relations (DIR) (CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name	Date
Printed Name	
Timed Name	
CA DIR Registration No.	

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106) (Code of Civil Procedure Section 2015.5)

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

lares:		
	of	
partnership, company, a usive or sham. The bide out in a false or sham bit or agreed with any bide dder has not in any material on the bid are true. The aybreakdown thereof, of to any corporation, part member or agent there by, any person or entity of a bidder that is a cobility partnership, or are, and does execute, this lity of perjury under the that this declaration is one of the property of the perjury under the state of the perjury under the state of the property of the perjury under the state of the property of the perjury under the partnership of the perjury under the property of the perjury under the partnership of the perjury under the property of the perjury under the partnership of the perjury under the property of the perjury under the partnership of the perjury under the perjury under the perputation of the perjury under th	der has not directly or indirectly induced or d. The bidder has not directly or indirectly or indirectly of der or anyone else to put in a sham bid, or to mer, directly or indirectly, sought by agreer to fix the bid price of the bidder or any other at of the bid price, or of that of any other bid bidder has not, directly or indirectly, submor the contents thereof, or divulged informate the three thr	e bid is solicited colluded, o refrain ment, er bidder, All itted his ion or n, bid d has not s d liability she has
(City)	(State)	
(Name and Title of S	Date	
	partnership, company, a usive or sham. The bidd out in a false or sham bid or agreed with any bid adder has not in any man onference with anyone ad, profit, or cost element in the bid are true. The many breakdown thereof, or to any corporation, par member or agent there y, any person or entity of of a bidder that is a combility partnership, or an e, and does execute, this lity of perjury under the that this declaration is example. (Name and Title of Some an	foregoing bid. The bid is not made in the interest of, or on behalf of partnership, company, association, organization, or corporation. The usive or sham. The bidder has not directly or indirectly induced or out in a false or sham bid. The bidder has not directly or indirectly or agreed with any bidder or anyone else to put in a sham bid, or to dider has not in any manner, directly or indirectly, sought by agreer onference with anyone to fix the bid price of the bidder or any other bid, profit, or cost element of the bid price, or of that of any other bid in the bid are true. The bidder has not, directly or indirectly, submay breakdown thereof, or the contents thereof, or divulged informat to any corporation, partnership, company, association, organization member or agent thereof, to effectuate a collusive or sham bid, and y, any person or entity for such purpose. Any person executing this of a bidder that is a corporation, partnership, joint venture, limited bility partnership, or any other entity, hereby represents that he or see, and does execute, this declaration on behalf of the bidder. Ity of perjury under the laws of the State of California that the forest that this declaration is executed on

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary
interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on,
or completing a federal, state, or local government project because of a violation of law or a
safety regulation:

Yes	No

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

(Name and '	Γitle of Signer)
Signature	Date
Company Name	
Business Address	

(Construction Contracts)

NOTE: PLF	EASE REFER TO INSTRUCTIO	NS ON THE REVE	RSE SIDE/NEXT PAGE O	F THIS FORM
Department: Inyo Cou	unty Public Works Department	LOCATION: <u>In</u>	dependence, CA	
PROJECT DESCRIPT	TION:INDEPENDENCE WATER MA	AIN INSTALLATION PRO	JECT	
TOTAL CONTRACT	AMOUNT: \$			
BID OPENING DATE	E: <u>September 30th, 2020</u>			
BIDDER'S COMPAN	Y NAME:			
BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
]	For Inyo County to Comple	te:	Total Claimed	\$
Project Number:	RR 18-051		Participation	
Financing Type:				%
Contract Award Date:				
Checked by:				
			Signature of Bidder	
Print Name	Signature	Date		
			Date (Area Code) Tel.	No.
			Person to Contact (Please Ty	pe or Print)
			Small Business Enterpr	rise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable**, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

<u>This form must be submitted with the bid</u> if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT - UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: Ind Project	ependence Water Main Installation						CONTRA	ACT COMPLETION	N DATE	
PRIME CONTRACTOR		BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT					
BID	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND	DESCR	UPTION OF WORK DEAL	CODMED	SBE CERT.			AYMENTS	DATE WORK	DATE OF FINAL
ITEM NO.	PHONE	DESCR	IPTION OF WORK PERI	FORMED	NUMBER	NON	-SBE	SBE	COMPLETE	PAYMENT
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
		!			TOTAL	\$		\$		
		(i)	Original		101112	Ψ		4		
		(– /	Commitment							
\$										
	2)	I CERT	IFY THAT THE ABOVE	INFORMA	TION IS COM	PLETE AND	CORRECT	1		
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINES NUMBER	SS PHONE R		DATE			
	4)	TO THE	BEST OF MY KNOWLE	DGE, THE	ABOVE INFO	RMATION I	S COMPLE	TE AND CORREC	Г	
RESIDENT EN	IGINEER'S SIGNATURE			- ,			SS PHONE	22222	DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT - UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT Independence, CA

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Requirements

CONTRACT BY AND BETWEEN THE COUNTY OF INYO

anu
, CONTRACTOR
for the
INDEPENDENCE WATER MAIN INSTALLATION PROJECT
THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective,, 20, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the INDEPENDENCE WATER MAIN INSTALLATION PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:
1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract within the Time for Completion set forth, as well as in all other in the Contract Documents, for:
Title: INDEPENDENCE WATER MAIN INSTALLATION PROJECT
2. TIME OF COMPLETION. Project work shall begin within 14_ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed not later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: dollars (\$), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.
 4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of: a. All of the provisions set forth expressly herein; b. The Bid Proposal Form, the Faithful Performance Bond, and the Labo and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

- c. All of the other Contract Documents, as described in **Section 5-1.02**, **"Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.
- 5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.
- **6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

- 8. CLAIMS RESOLUTION. Pursuant to Section 9204 of the Public Contract Code, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.
- **9. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.
- **10. INSURANCE.** For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.
- 11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:
- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

- i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and
- ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and
- iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

- i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.
- ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.
- 13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.
- 14. PREVAILING WAGE. Pursuant to Section 1720 et seq. of the Labor Code, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.
- **15. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.
- **16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo

Public Works Department

Attn: Jake Trauscht 168 N. Edwards PO Drawer Q

Independence, CA 93526

If to Contractor:	

- **17. AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.
- **18. WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- **19. TERMINATION.** This Contract may be terminated for the reasons stated below:
 - a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
 - b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
 - c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.
- **20. TIME IS OF THE ESSENCE**. Time is of the essence for every provision.
- **21. SEVERABILITY**. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
- **22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS**. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

- 23. CONTRACT SUBJECT TO MASTER LEASE. It is understood and agreed by the parties that this Contract and the Lone Pine Dog Park Project is subject to review and approval by the Los Angeles Department of Water and Power, as owner of the land on which the dog park will be located. Contractor's activities are further subject to any terms, conditions, and/or limitations set forth in the Lease between the County of Inyo and City of Los Angeles, Department of Water and Power, for 4.13 acres of land known as Lone Pine Park, or any subsequent leases that may be negotiated between the Los Angeles Department of Water and Power and Inyo County.
- **24. ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.
- **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
- **26. ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---000---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY	<u>CONTRACTOR</u>
COUNTY OF INYO	
By:	By:
Name:	Name:
Title:	Title:
Dated:	Dated:
APPROVED AS TO FORM AND LEGALITY:	
County Counsel	

APPROVED AS TO ACCOUNTING FORM:
County Auditor
APPROVED AS TO INSURANCE REQUIREMENTS:
County Risk Manager

ATTACHMENT 1

Independence Water Main Installation PROJECT

FAITHFUL PERFORMANCE BOND

(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: THE	nat	
as Principal, hereinafter "Contractor,"		
(Name of Contractor)		
and		
(Name of Co	orporate Surety)	
as Obligee, hereinafter called County, in the am	re held and firmly bound unto the County of Inyo ount of the payment whereof Contractor and Surety bind	
themselves, their heirs, executors, administrator firmly by these presents.	rs, successors and assignees, jointly and severally,	
entered into an Contract with the County for the PROJECT (hereinafter 1	referred to as "Project"), to be constructed in rth in the Contract for the Project, which contract	
	THIS OBLIGATION is such that, if Contractor tract, then this obligation shall be null and void;	
The Surety hereby waives notice of any alteration	on or extension of time made by the County.	
· · · · · · · · · · · · · · · · · · ·	by County to be, in default under the Contract, the hereunder, the Surety may promptly remedy the with its terms and conditions; or,	
conditions, and upon determination by the County elects, upon determination	he Contract in accordance with its terms and y Surety of the lowest responsible Bidder, or if he by the County and the Surety jointly of the ra Contract between such Bidder and County,	

and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---000---

Signed and sealed this day of	, 20
	(Name of Corporate Surety)
	By:(Signature)
(SEAL)	(Signature)
	(Title of Authorized Person)
	(Address for Notices to be Sent)
	(Name of Contractor)
	By:(Signature)
(SEAL)	(Title of Authorized Person)
	(Address for Notices to be Sent)
	(Address for Notices to be bellt)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo 224 North Edwards Street, P.O. Box N Independence, California 93526

ATTACHMENT 2

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

LABOR AND MATERIALS PAYMENT BOND

(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THES	SE PRESENTS, that	
	(Name of Con	tractor)
	as Principal, hereinafter "C	CONTRACTOR,"
and		
	(Name of Corporate Surety)	
	ter called SURETY, are held and firmly bound alled COUNTY, for the use and benefit of classical country.	
) for the payment whereof Cont tors, administrators, successors and assignee	
entered into an Contract with PROJECT (hereinafter references and conditions set forth	by written contract dated	n accordance with the
NOW THEREFORE THE	CONDITION OF THIS ORLIGATION is s	uch that if Contractor

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

- 3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---000---

Signed and sealed this	day of	, 20
		(Name of Contractor)
		By:
(SEAL)		(Signature)
		(Title of Authorized Person)
		(Address for Notices to be Sent)
		(Name of Corporate Surety)
		By:
(SEAL)		(Signature)
		(Title of Authorized Person)
		(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

County of Inyo 224 N. Edwards, P.O. Box N Independence, California 93526

ATTACHMENT 3

	AGREEMENT BETWEEN THE COUNTY OF INYO AND	
FOR THE _	INDEPENDENCE WATER MAIN INSTALLATION	- _ PROJECT
	TERM: FROM: TO:	
	SEE ATTACHED INSURANCE PROVISIONS	

Insurance Requirements for Smaller Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for six years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, \$2,000,000 aggregate.
- 2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Surety Bonds** as described below and in the original bid form.
- 5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Waiver of Subrogation

Insurance Requirements for Smaller Construction Contracts

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Primary Coverage

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

Notice of Cancellation

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Property Installation Floater

Inyo County shall retain the option to require Contractor to obtain a Property Installation Floater that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment during construction under the agreement. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies) If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

Insurance Requirements for Smaller Construction Contracts

- 4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Inyo County.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

- 1. Bid Bond
- 2. Performance Bond
- 3. Payment Bond
- 4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

USDA REQUIREMENTS AND ADDITIONAL FORMS

ENCLOSURES:

Form RD 400-6: Compliance Statement/Certifications of Non-Segregated Facilities

Form AD-1048: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

RD Instruction 1940-Q, Exhibit A-1: Certification for Contracts, Grants and Loans Insurance Requirements

COMPLIANCE STATEMENT

USDA Form RD 400-6 (Rev. 2-98)

This statement relates to a proposed contract with:				
(Name of borrower or grantee)				

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

- 1. I [] have, [] have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
- 2. If I have participated in such a contract or subcontract, I [] have, [] have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

- 3. I [] have, [] have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
- 4. If I have participated in such a contract or subcontract, I [] have, [] have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required or me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

(See Reverse).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.		
Signature of Bidder or Prospective Contractor	Date:	
Address (including Zip Code)		
USDA Form RD 400-6 (Rev. 2-98)		

Page 2 of 2

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date
Signature(s)	Dale

Form AD-1048 (1/92)

Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard From LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name)	(Date)
(Title)	

(08-21-91) PN 171

SPECIAL PROVISIONS

FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

[PAGE INTENTIONALLY LEFT BLANK]

COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

INDEPENDENCE WATER MAIN INSTALLATION PROJECT Independence, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.

Director of Public Works

Specifications Approval Date

[PAGE INTENTIONALLY LEFT BLANK]

SPECIAL PROVISIONS INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT TABLE OF CONTENTS

I.	INTR	ODUCTION / GENERAL:	1
II.	PROJ	ECT DESCRIPTION:	1
III.	WA	TER SYSTEM SWITCH OVER AND SCHEDULING	1
IV.	COI	NTRACT AWARD AND EXECUTION - SECTION 3:	2
	-1.04	CONTRACT AWARD	
3	-1.05	CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)	. 2
3	-1.06	CONTRACTOR LICENSE	
3	-1.07	INSURANCE POLICIES	
3	-1.08	SMALL BUSINESS ENTERPRISE PARTICIPATION	. 3
3	-1.18 C	CONTRACT EXECUTION	. 4
V.	LEGA	AL RELATIONS AND RESPONSIBILITY TO THE PUBLIC –	5
7	-1.02K	(2) WAGES	. 5
7	-1.02K	(3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)	. 5
		INDEMNIFICATION	
VI.	PRO	OSECUTION AND PROGRESS – SECTION 8	6
8	-1.05	TIME	. 6
8	-1.10	LIQUIDATED DAMAGES	.7
VII.	SPE	CIFICATIONS	7
1	.01	MOBILIZATION	. 7
1	.02	SWPPP PREPARATION	. 7
1	.03	CLEARING AND GRUBBING	. 7
1	.04	TRENCH EXCAVATION	. 7
1	.05	TRENCH SHEETING, SHORING AND BRACING, OR EQUIVALENT METHOD.	. 9
1	.06	PIPE INSTALLATION	. 9
1	.07	SAND BEDDING	. 9
1	.08	COMPACTING AND BACKFILL	. 9
1	.09	12-INCH HIGH-DENSITY POLYETHYLENE PIPE (HDPE)	10
1	.10	2" HDPE PIPE AND APPURTENANCES	11
1	.11	RESILIENT SEATED GATE VALVES	11

1.12	WATER SERVICE VALVES	. 12
1.13	VALVE CANS	. 12
1.14	AIR-VACUUM VALVE ENCLOSURE	. 12
1.15	TRACER WIRE	. 12
1.16	WARNING TAPE	.12
1.17	HYDROSTATIC TESTING	. 12
1.18	DISINFECTION AND FLUSHING	. 13
1.19	BACTERIOLOGICAL SAMPLING	. 13
1.20	PIPE ACCESS AND RESTORATION	. 14
1.21	PVC SERVICE SADDLE	. 14
1.22	FLANGED COUPLING ADAPTER	. 14
1.23	RESTRAINED FLANGED COUPLING ADAPTER	. 14
1.24	PVC PIPE	. 14
1.25	RETRACTABLE CHEMICAL INJECTION QUILL	. 14
1.26	FLANGED COUPLING ADAPTER	. 15
1.27	RESTRAINED FLANGED COUPLING ADAPTER	. 15
PLANS		1

I. INTRODUCTION / GENERAL:

The Independence Water Main Installation Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May, 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consists of the installation of the on-grade 12-inch HDPE water main underground, and installation of appurtenances as indicated in the Plans. The HDPE pipe is to generally be buried adjacent to its on-grade location as shown on the plans. This work includes fusion of HDPE pipe sections, cutting HDPE sections to remove existing appurtenances and re-installing these sections as indicated in the drawings.

In addition to the above work, additional work, identified as Option 1, is also being included in this bid. Option 1 consists of replacing an approximately 3 foot section of cast-iron pipe with PVC Pipe, and installing a chemical injection quill. This work includes excavation to access the pipe line, which may include removal of part of the valve vault and subsequent repair of the vault to operational condition.

III. WATER SYSTEM SWITCH OVER AND SCHEDULING

Prior to starting construction the HDPE Main will be dewatered to allow the Contractor to perform the Work. This will necessitate shutting off the primary water supply (Well 357) to the town of Independence and switching to the back-up well (Well 384) during construction. Inyo County personnel will perform the switching procedure to the back-up well, in coordination with the Contractor. While the back-up well is running, all excess water must be discharged to waste

as Well 384 does not have a variable speed drive, and Inyo County must pay for any water used in excess of its yearly allotment from LADWP.

Due to these restrictions the Contractor must present a detailed work schedule at the preconstruction meeting that will minimize the time that the town is supplied by the back-up well. Inyo County personnel will oversee the transition from Well 357 to 384, as well as the transition back to Well 357 following completion of the work. The Contractor is responsible for coordinating closely with Inyo County during these times to minimize construction downtime and ensure compliance to the proposed schedule as much as practicable.

IV. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

- 1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
- 2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

- 1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
- 2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

- 1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
- 2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
- 3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

If the bidder is claiming the SBE contracting preference, the bidder must submit SBE information on the "Small Business Enterprise Commitment (Construction Contracts)," form included in the Bid Package. If the bidder is not claiming the SBE contracting preference, remove the form from the Bid Package before submitting your bid.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS:

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

- 1. Signed Contract form
- 2. Contract bonds
- 3. Documents identified in section 3-1.07
- 4. Payee Data Record
- 5. Small Business (SB) Participation Report form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

V. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at http://www.dir.ca.gov. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

- 1. Inyo County Department of Public Works
- 2. Division of Labor Standards Enforcement of the Department of Industrial Relations
- 3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

- 1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio
- 3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete

- b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

Contractor shall hold harmless, defend, and indemnify the County of Inyo and USDA and their officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

VI. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than <u>Forty-Five (45) Calendar days</u> from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

During the pre-construction meeting the County and the Contractor shall determine a reasonable time that water service via the HDPE main shall be shut-off, such total number of days shall be referred to herein as the "Duration of Water Shutdown". "Duration of Water Shutdown" shall include the first day that the Town of Independence is switched to Well 384, and shall extend through the day that the Town of Independence is being supplied potable water from Well 357, and Well 384 is taken off-line.

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages as stated below:

\$583.76 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified in Section 8-1.05.

\$1,455.77 per day for each and every calendar day delay in finishing work in excess of the "Duration of Water Shutdown" as defined in Section 8-1.05.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

VII. SPECIFICATIONS

1.01 MOBILIZATION

See section 9-1.16D 'Mobilization' of the 2018 Caltrans Standard Specifications.

1.02 SWPPP PREPARATION

See Section 13, 'Water Pollution Control', of the 2018 Caltrans Standard Specifications.

1.03 CLEARING AND GRUBBING

See Section 17-2, 'CLEARING AND GRUBBING', of the 2018 Caltrans Standard Specifications.

1.04 TRENCH EXCAVATION

Existing Site Conditions – The site is located on an alluvial fan derived from granite. Site soil conditions are typical of local alluvial deposits, ranging from fine sand to boulders. The contractor is likely to find large cobbles and boulders during excavation, some which may not be practical to move, requiring re-alignment of the pipe location. The contractor shall consider these site conditions when bidding the work.

The trench shall be shored and drained, when necessary, in accordance with current OSHA and State of California requirements, so that personnel may work safely and efficiently.

Contractor shall notify DigAlert at least 2 working days prior to the start of construction per California Code 4216.2. Contractor shall not proceed if DigAlert requirements have not been fulfilled.

Trench excavation includes the work described below as well as the provisions of Section 19-3, 'STRUCTURE EXCAVATION AND BACKFILL', of the 2018 Caltrans Standard Specifications.

Contractor shall excavate all trenches to the required grade and alignment, as shown on the plans, as staked in the field, and called for in these specifications. If large boulders are encountered that cannot be readily removed, the contractor shall consult with the engineer to determine whether the trench location shall be re-aligned.

Where possible the trench shall be excavated at least 30 feet in advance of the section of pipe being installed.

The trench shall be excavated 6-inches below bottom of pipe grade, and compacted to 95% standard proctor.

Inyo County Road Department will sawcut existing pavement where required. Contractor to request saw cutting at least 48-hours prior to when saw cutting is to occur.

1.05 TRENCH SHEETING, SHORING AND BRACING, OR EQUIVALENT METHOD

For trenches and excavations greater than or equal to 5 ft below existing surface, the Contractor shall ensure that the requirements of OSHA (29 CFR 1926.651 and 1926.65), and California Code of Regulations §1541.1. ("Requirements for Protective Systems") are met.

1.06 PIPE INSTALLATION

Buried HDPE pipe and fittings shall be installed in accordance with ASTM D2774 and AWWA M55. Pipe installation includes, but is not limited to:

- installation of all appurtenances as indicated on the Plans (including Items 8-18 of the Bid Sheet),
- cutting and joining of Pipe sections as required to complete the Work,
- Re-establishment of connections to existing distribution system,

1.07 SAND BEDDING

Sand bedding to meet the requirements of Section 19-3.02F(2) of the 2018 Caltrans Standard Specifications.

1.08 COMPACTING AND BACKFILL

Sub-Grade:

Trench to be excavated 6-inches below the pipe invert elevation. Sub-grade to be free of ridges, hollows, and lumps, and shall be compacted to 95% standard proctor.

Sand Bedding:

- Shall be backfilled 6-inches below the pipe invert and to a depth of 12-inches above the top of the pipe,
- Shall be placed and compacted in six (6) inch lifts, and compacted to 90% standard proctor per Inyo County QA Plan.
- Sand bedding adjacent to HDPE pipe ("haunching") shall be tamped in 6" layers using haunching tools to ensure a uniform fill of bedding around pipe.

General Backfill will be used from 12-inches above the pipe to 6-inches below the final grade, and:

• Shall be obtained from trench excavation spoils, or supplied by contractor if trench excavation spoils are not sufficient.

- Shall be free from vegetative material, organic matter, refuse, ashes, cinders, boulders, broken pieces of pavement, frozen or other material considered unsuitable by The Engineer.
- Shall contain sufficient moisture and fine contents to meet the minimum compaction requirements as indicated on the plans.
- Shall contain no material greater than 4 inches in any dimension.
- Shall be placed in 12-inch lifts and compacted to 90% Standard Proctor per the Inyo County QA Plan

Wearing Course shall be:

- Placed in the top 6-inches as indicated on the Plans, and shall meet the requirements of general backfill listed above, except:
 - Shall be excavated trench spoils containing no material greater than 2-inches in any dimension, or be Class 2 Aggregate Base per Section 26-1.02B of the 2018 Caltrans Standard Specifications
 - o Shall be placed in a single 6-inch lift and compacted to 95% standard proctor

1.09 12-INCH HIGH-DENSITY POLYETHYLENE PIPE (HDPE)

Inyo County has 20 feet of unused 12" HDPE pipe that the Contractor shall use when additional piping is required. The Contractor shall also provide an additional 20 feet of 12-inch HDPE DR17 pipe to be used in case the 20 feet of pipe described above is not sufficient.

- 1) This specification includes but is not limited to high-density polyethylene (PE 4710) (ductile iron pipe size O.D.) pressure pipe primarily intended for the transportation of water and sewage either buried or above ground.
- 2) HDPE pipe and appurtenances shall meet the requirements of the most recent addition of AWWA C901 or AWWA C906.
- 3) HDPE pipe sections shall be joined via butt fusion meeting the requirements of ASTM F2620 and the Plastic Pipe Institutes (PPI) TR-33/2005 (Generic Butt Fusion Joining Procedure for Field Joining of PE pipe). All joints shall be made in strict compliance with the manufacturer's recommendations.
- 4) HDPE pipe shall be made from PE4710 meeting cell class 445574C/E per ASTM D3350. Pipe manufacturer shall be JM Eagle or approved equivalent. HDPE pipe shall meet the requirements of Standard Dimension Ratio (SDR) 17.
- 5) HDPE pipe shall be NSF 61 and NSF 14 certified.
- 6) Dimensions and workmanship shall be as specified by ASTM F714. HDPE fittings and transitions shall meet ASTM D3261.

- 7) On days butt fusions are to be made, the first fusion shall be a trial fusion in the presence of the County Engineer. The following shall apply:
 - Heating plate surfaces shall be inspected for cuts and scrapes and shall be free of dirt and residue. Heater surfaces should be between 400°F (minimum) and 450° (maximum). Measure the temperature @12:00, 3:00, 6:00, and 9:00 o'clock positions using a infrared thermometer at locations where the heating plate will contact the pipe/fitting ends. The maximum temperature difference between any two points on a single heating surface must not exceed 24°F. If this temperature difference is exceeded, the heating plate shall be cleaned per the manufacturer's recommendations.
- 8) The HDPE water main shall have thirty-six (36) inches of cover between the top of pipe and the finished surface, unless otherwise approved or directed by the Engineer. Thirty (30) inches of cover between the top of pipe and ground surface shall be maintained during construction unless otherwise approved or directed by the Engineer.

1.10 2" HDPE PIPE AND APPURTENANCES

2" HDPE Pipe to be IPS sized, Class 200 AWWA/NSF rated, DR11.

1.11 RESILIENT SEATED GATE VALVES

Resilient-seated gate valves four (4) inch diameter and larger shall conform to the latest revision of AWWA C515, including but not limited to the following:

- 1) Resilient-seated gate valves shall be ductile iron body and bonnet per AWWA C515.
- 2) Resilient-seated gate valves shall have non-rising stems, "O"-ring sealed with two "O"-rings above the thrust collar, with a 2-inch square operating nut, opening counter-clockwise, and shall be designed for 250 psi water working pressure.
- 3) All nuts and bolts for mains less than twenty-four (24) inches in diameter shall conform to ASTM Specification A-307, Carbon Steel Externally Threaded Standard Fasteners, unless otherwise shown on the plans or approved by the Engineer. Bolts and nuts shall be Grade B. The bolts shall have hexagonal heads and nuts. All bolt threads shall be lubricated with graphite and oil (anti-seize) prior to installation and shall be given one (1) heavy coat of rust protective coating after installation.
- 4) All metallic fittings shall be wrapped in polyethylene eight (8)-mil plastic in accordance with AWWA C-105.
- 5) Resilient-seated gave valves shall have sizes and type of valve ends as shown on the plans or Standard Drawings.
- 6) Resilient-seated gate valve suppliers shall furnish the County with an affidavit of compliance to AWWA C515.
- 7) Resilient-seated gate valves shall have their internal and external surface fusion-bonded epoxy coated, Holiday Free (per ASTM G62).

- 8) Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to the requirements of AWWA C515.
- 9) All gate valves shall be covered by a Manufacture's 10 Year Limited Warranty on manufacturers defects and labor costs for replacement.
- 10) The valve shall be Certified NSF 61 and NSF 372.
- 11) The valve shall conform to requirements of California Water Laws.
- 12) Joining devices/techniques connecting resilient-seated gate valves to HDPE pipe must provide restraint against pullout. All joining devices/techniques shall be made per the HDPE pipe manufacturer's recommendations and specifications. If compression type joining devices are used, internal stiffeners must be included to prevent collapse of HDPE Pipe.

1.12 WATER SERVICE VALVES

Angle Meter Ball Valve

Angle meter ball valves to be bronze with locking, 360°, with swivel. Valves to be manufactured and tested in accordance with AWWA C800, and NSF 61 certified.

Ball Corp Stop Valve

All ball corporation valves to be bronze. Valves to be manufactured and tested in accordance with AWWA C800, and NSF 61 certified.

1.13 VALVE CANS

Valve cans to be two-piece, Tyler Pipe 6855 Series or approved equivalent.

1.14 AIR-VACUUM VALVE ENCLOSURE

Enclosure for the Air-Vacuum valves shall be weather resistant, tamper proof, insulated, and provide ability to lock with a standard pad lock.

1.15 TRACER WIRE

Tracer wire to be insulated 10-gauge copper wire.

1.16 WARNING TAPE

Warning tape to be blue polyethylene at least 6-inches wide, 4 millimeters thick, and read "CAUTION WATER LINE BELOW" in black letters. Warning tape to be placed 12" above the top of the pipe (at the interface between bedding and general fill).

1.17 HYDROSTATIC TESTING

It shall be the Contractor's responsibility to obtain a successful field test of all pipe and appurtenances installed prior to flushing, disinfecting and bacteriological testing. The test shall be performed only in the presence of the Engineer and in accordance with the latest version of ASTM F2164 and manufacturers recommendations. Maximum test pressure to be 1.5 times the maximum operating pressure of 70 psi (105 psi). Pressure measurement to be taken at the eastern terminus of the project.

1.18 DISINFECTION AND FLUSHING

The procedures of AWWA C651, Disinfecting Water Mains, shall be followed prior to, during, and following installation of the HDPE main. During installation, the insides of all new pipe sections and pipe fittings shall be swabbed or sprayed with a one percent (1%) chlorine solution before installation. Exposed existing mains shall be swabbed inside with a mop as far as one can reach.

Following successful completion of hydrostatic testing, three volumes of chlorinated water shall be flushed from the newly installed HDPE main and discharged into the abandoned water reservoir. The contractor is responsible for providing temporary discharge line and back-flow preventer to complete this flushing. Well 357, operated by LADWP personnel, shall provide water at sufficient volume and velocity for flushing.

The continuous-feed method shall be used to disinfect the pipe during the flushing of three (3) volumes of water into the abandoned reservoir. Inyo County personnel shall be responsible for operation of the chlorine injection pumps and Well 357 used for flushing. The County shall maintain a chlorine residual of 0.4 ppm during flushing.

1.19 BACTERIOLOGICAL SAMPLING

After final flushing and before the new main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least sixteen (16) hours apart, shall be collected from the new main. The first sample will be collected after flushing is completed, the second sample will be collected after this water has sat in the new main for a minimum of 16 hours. At least one (1) set of samples shall be collected from every 1,200 feet of the new water main, plus one (1) set from the end of the line and at least one (1) set from each branch. The first bacteriological sample collected will be analyzed for heterotrophic bacteria and total coliform bacteria. The total coliform analytical method will be either membrane filtration or Colilert presence/absence. The second bacteriological sample collected will be analyzed by Colilert only. A sample positive for total coliform or with a heterotrophic plate count greater than 500 colony forming units will be considered not disinfected and will require flushing of the main and resampling. Connections to existing mains will not be made until satisfactory results are received from the laboratory.

1.20 PIPE ACCESS AND RESTORATION

This Specification is for the Optional Work.

The contractor is responsible for providing access to the section of pipe to be replaced and for restoring the system to operating condition (not including start-up of chlorination system). This includes, but is not limited to, the following:

- Excavation of fill to access pipe section
- Cutting and removal of concrete vault to allow removal of existing pipe section and installation of new pipe section (if required)
 - o This work includes replacement of any concrete sections required to complete the work
- Removal and re-installation of existing vault access hatch (if required)
- Replacement and compaction of fill following completion of replacement work

1.21 PVC SERVICE SADDLE

This Specification is for the Optional Work.

Service saddle to be for a ¾" CC threaded tap, sized to fit a 12" IPS C900 PVC pipe. Service saddle to be Smith-Blair Model 397 or equivalent.

1.22 FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile Iron flanged coupling shall be to join 12" C900 plain-end PVC to flanged ductile iron fittings. Flanged coupling shall be Smith-Blair Omni Cast flanged coupling adapter Model 912-90 or equivalent.

1.23 RESTRAINED FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile iron restrained flanged coupling adapter shall be to join and restrain 12" C900 plain-end PVC pipe to cast iron flanged fittings. Restrained flanged coupling shall be Smith-Blair Flange-Lock Restrained FCA Model 920 or equivalent.

1.24 PVC PIPE

This Specification is for the Optional Work.

PVC pipe shall meet the requirements of AWWA C900 and be NSF 61 certified. PVC pipe to be swabbed with a 1% Chlorine solution per Specification 1.17.

1.25 RETRACTABLE CHEMICAL INJECTION QUILL

This Specification is for the Optional Work.

Chemical injection quill to be a retractable ¾" threaded quill, with a PVC or C276 Alloy solution tube and a built in check valve. Valve to be PVC or brass with hand turn valve. Tube to extend to the mid-line of the pipe (+/- 0.5 inch). Check valve spring to be C276 alloy, ball to be ceramic, seal to be FKM or KALREZ 6375. Inlet connection to be ½".

1.26 FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile Iron flanged coupling shall be to join 12" C900 plain-end PVC to flanged ductile iron fittings. Flanged coupling shall be Smith-Blair Omni Cast flanged coupling adapter Model 912-90 or equivalent.

1.27 RESTRAINED FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile iron restrained flanged coupling adapter shall be to join and restrain 12" C900 plain-end PVC pipe to cast iron flanged fittings. Restrained flanged coupling shall be Smith-Blair Flange-Lock Restrained FCA Model 920 or equivalent.

END OF SECTION

PLANS

FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

Independence, California

INDEX OF SHEETS

- TITLE AND LOCATION MAP
- SITE PLAN AND SCOPE 2.
- DETAILS
- **DETAILS**
- **DETAILS**
- FLUSHING PLAN
- BACTERIOLOGICAL SAMPLING PLAN
- TCE LOCATION SHEET
- BID ADDITIVE LOCATION & AS-BUILTS
- 10. BID ADDITIVE SCOPE AND DETAILS

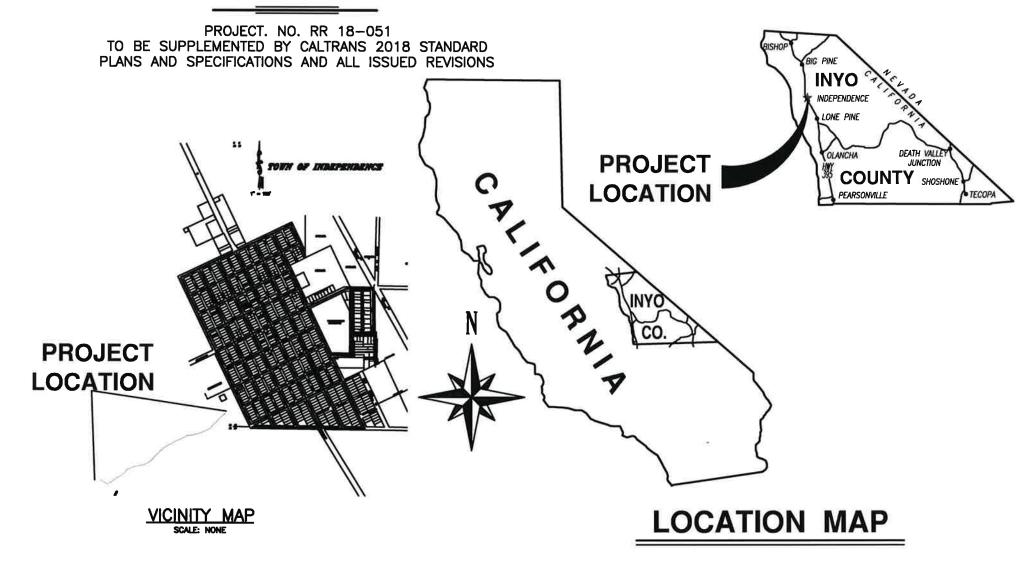


GENERAL NOTES

- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
- 2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF
- 3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, AND THE MOST UP-TO-DATE VERSION OF: THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE INTERNATIONAL BUILDING CODE (IBC), CALIFORNIA BUILDING CODE (CBC), THE UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC). AND OTHER GOVERNING REGULATIONS.
- 4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
- 5. INSPECTION AND TESTING DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE
- 6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY
- 7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
- 8. ALL MATERIALS THAT WILL BE IN CONTACT WITH POTABLE WATER MUST CONFORM TO CALIFORNIA WATER LAWS AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL COMPONENTS ARE OF COMPATIBLE SIZES AND CONNECTION TYPES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRANSITIONS FROM DIFFERING FITTING SIZES AND MATERIAL

COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS

PLANS FOR THE INDEPENDENCE WATER MAIN INSTALLATION PROJECT





MICHAEL ERRANTE, DIRECTOR INYO COUNTY PUBLIC WORKS

8/27/2020 DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878–0201

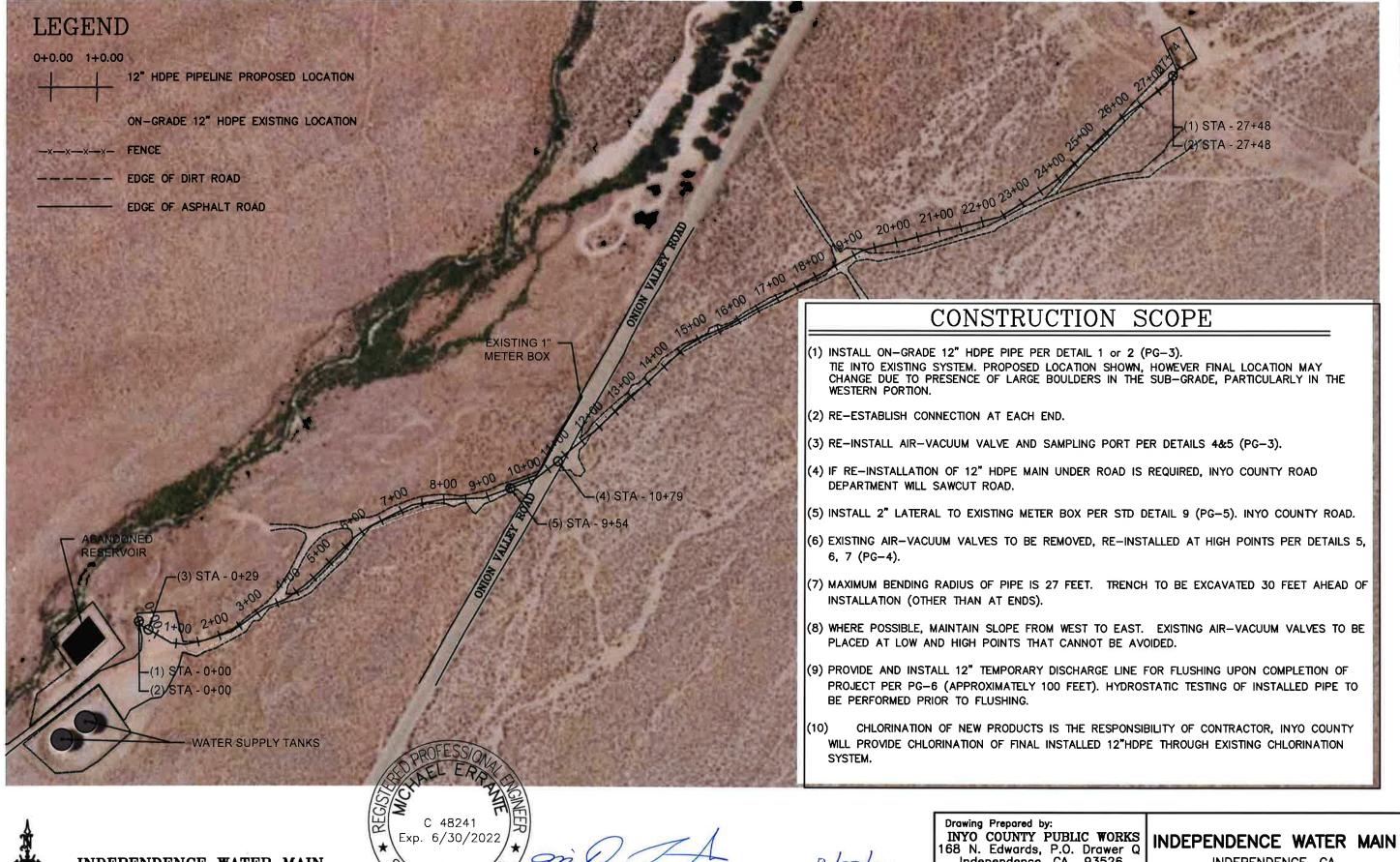
INDEPENDENCE WATER MAIN INDEPENDENCE, CA

Date: 7/20 Drawn by: J.TRAUSCHT

M. ERRANTE 7/20

Date: AUGUST 2020

Drawing Name: SHEET 1 OF 10 LP_DOG_PARK.dwg



INDEPENDENCE WATER MAIN

SCALE: 1"=50'

MICHAEL ERRANTE, DIRECTOR INYO COUNTY PUBLIC WORKS

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201

INDEPENDENCE, CA

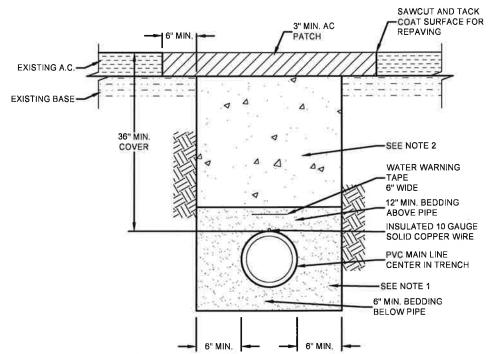
7/20

Checked By: M. ERRANTE 7/20

AUGUST 2020

SHEET 2 OF 10

DETAIL 1 HDPE MAIN UNDER ASPHALT

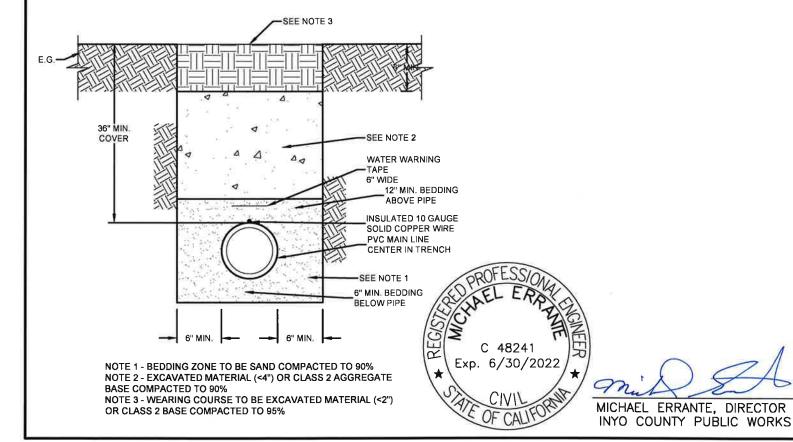


NOTE 1 - BEDDING ZONE TO BE SAND COMPACTED TO 90%

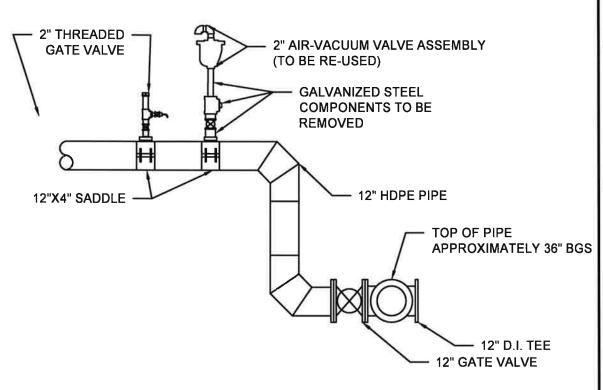
NOTE 2 - SLURRY MAY BE 1½ SACK SLURRY BACKFILL OR LIGHTWEIGHT SLURRY BACKFILL. LIGHTWEIGHT SLURRY BACKFILL MIX DESIGN: 2600 LBS. ¾" OR ½" CHIPS, 800 LBS WASHED SAND, 94 LBS CEMENT, 11 GAL, WATER.

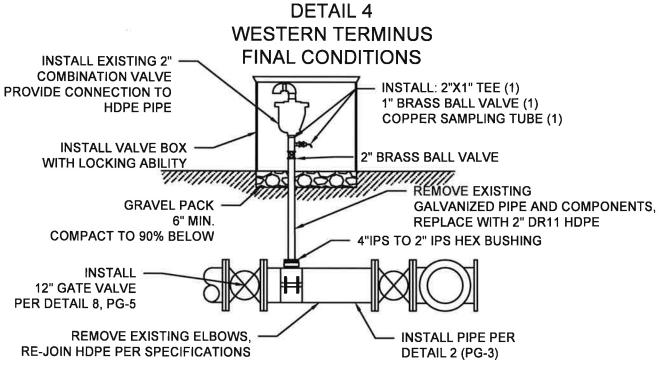
NOTE 3 - ASPHALT TO BE COLD MIX PER INYO COUNTY STANDARD SPECS

DETAIL 2 HDPE MAIN NON-ASPHALT



DETAIL 3 WESTERN TERMINUS EXISTING CONDITIONS





8/27/2020 DATE Drawing Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

INDEPENDENCE WATER MAIN

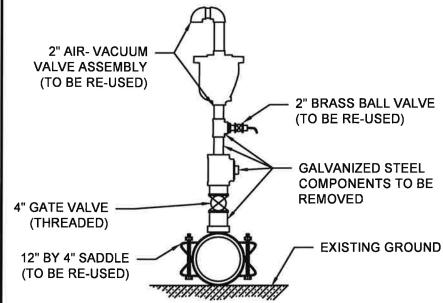
INDEPENDENCE, CA

Drawn by: Date: Checked By: Date:
J.TRAUSCHT 7/20 M. ERRANTE 7/20

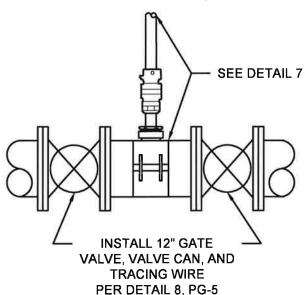
Date: AUGUST 2020

Drawing Name: SHEET 3 OF 10

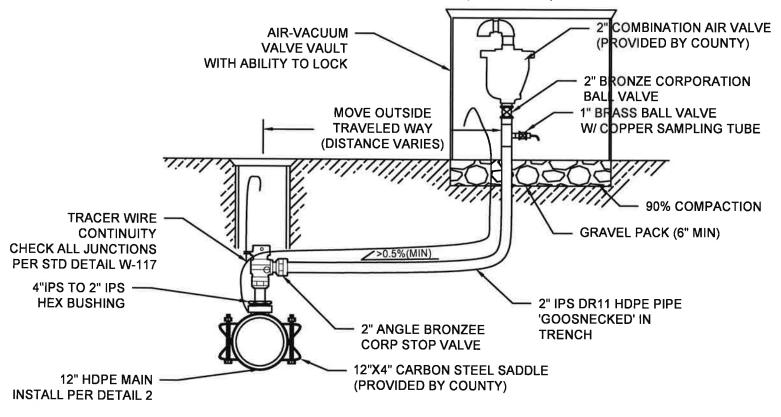
DETAIL 5 AIR-VACUUM VALVE EXISTING CONDITION (TYPICAL OF 3)



DETAIL 6 AIR-VACUUM VALVE FINAL CONDITION (TYPICAL)



DETAIL 7 AIR-VACUUM VALVE FINAL CONDITION (TYPICAL)





MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

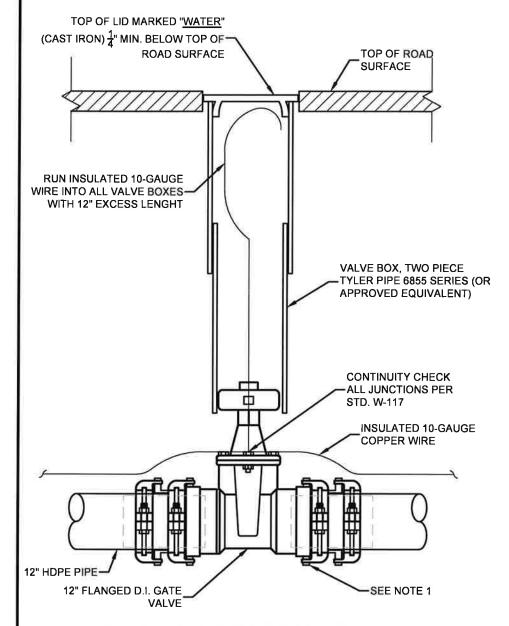
9/27/20 2a DATE Drawing Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

INDEPENDENCE WATER MAIN

INDEPENDENCE, CA

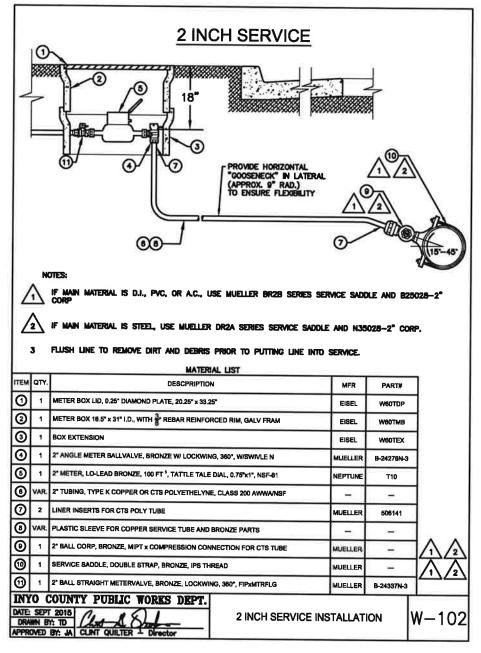
Drawn by: Date: Checked By: Date: Date: Drawing Name: SHEET 4 OF 10

DETAIL 8 STD GATE VALVE INSTALLATION DETAIL

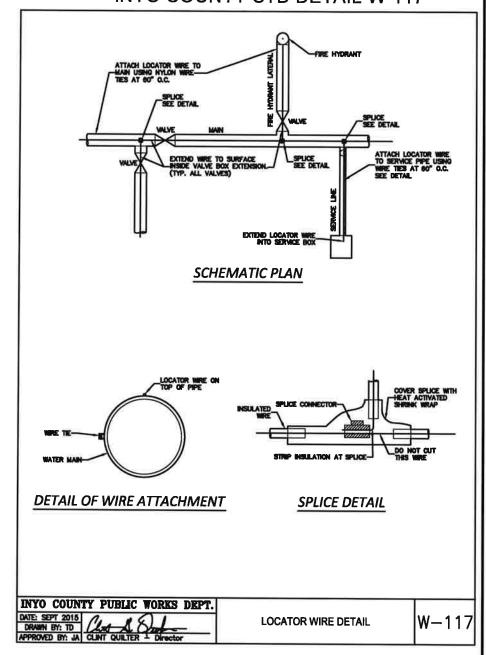


NOTE 1 - BUTT FUSED JOINT OR RESTRAINED MJ ADAPTER WITH STAINLESS STEEL STIFFENER AND ACCESSORY KIT. MJ ADAPTER TO INCLUDE BOLTS AND NUTS, GRADE 3 OR HIGHER, AND LONG ENOUGH TO ACCOMMODATE THE ADDED LENGTH OF HDPE FITTING TO ATTACH TO VALVES.

DETAIL 9 INYO COUNTY STD DETAIL W-102

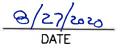


DETAIL 10 INYO COUNTY STD DETAIL W-117





MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS



Drawing Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

INDEPENDENCE WATER MAIN

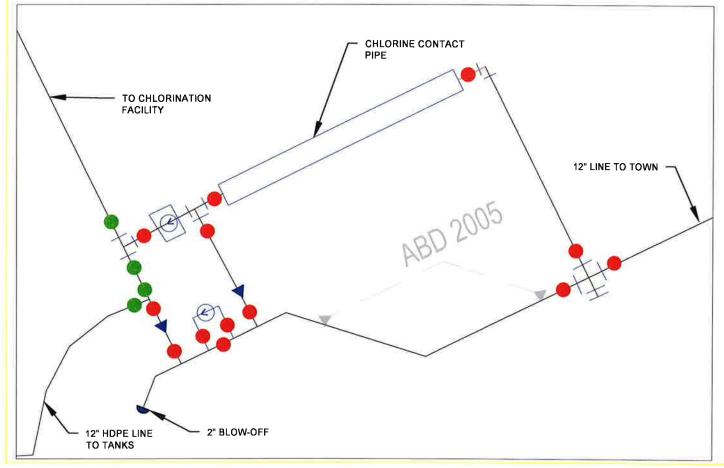
INDEPENDENCE, CA

Drawn by: Date: Checked By: Date: Date: Drawing Name:
J.TRAUSCHT 7/20 M. ERRANTE 7/20 AUGUST 2020 INDY_SET.dwg

SHEET 5 OF 10

SEE DETAIL 10 (PG-6) WESTERN TERMINUS ABANDONED RESERVOIR TO RECEIVE FLUSH WATER 12" BLIND FLANGE 12" HOPE LINE TO TOWN

EASTERN TERMINUS



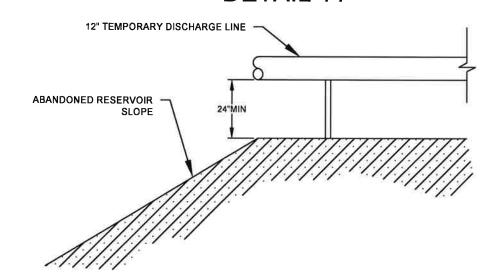
PIPELINE FLUSHING AND SAMPLING SCHEMATIC NOTES

- 1.) CONTRACTOR TO SUPPLY 12" TEMPORARY DISCHARGE LINE.
- 2.) WATER LINE WILL BE FLUSHED WITH CHLORINATED WATER UNTIL 3 PIPELINE VOLUMES HAVE BEEN DISCHARGED WHILE MAINTAINING A CHLORINE RESIDUAL OF 0.4 PPM.
- 3.) INYO COUNTY IS RESPONSIBLE FOR CHLORINE DOSING, CHLORINE SAMPLING, AND COLLECTION AND ANALYSIS OF BACTERIOLOGICAL SAMPLES.

LEGEND

- GATE VALVE TO BE CLOSED
- GATE VALVE TO BE OPEN
- GATE VALVE TO REMAIN AS-IS
- REDUCER
- AIR-RELEASE VALVE

DETAIL 11





MICHAEL ERRANTE, DIRECTOR INYO COUNTY PUBLIC WORKS

8/27/2020 DAVE

Drawing Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

NDEDENDENDE WATER MA

INDEPENDENCE, CA

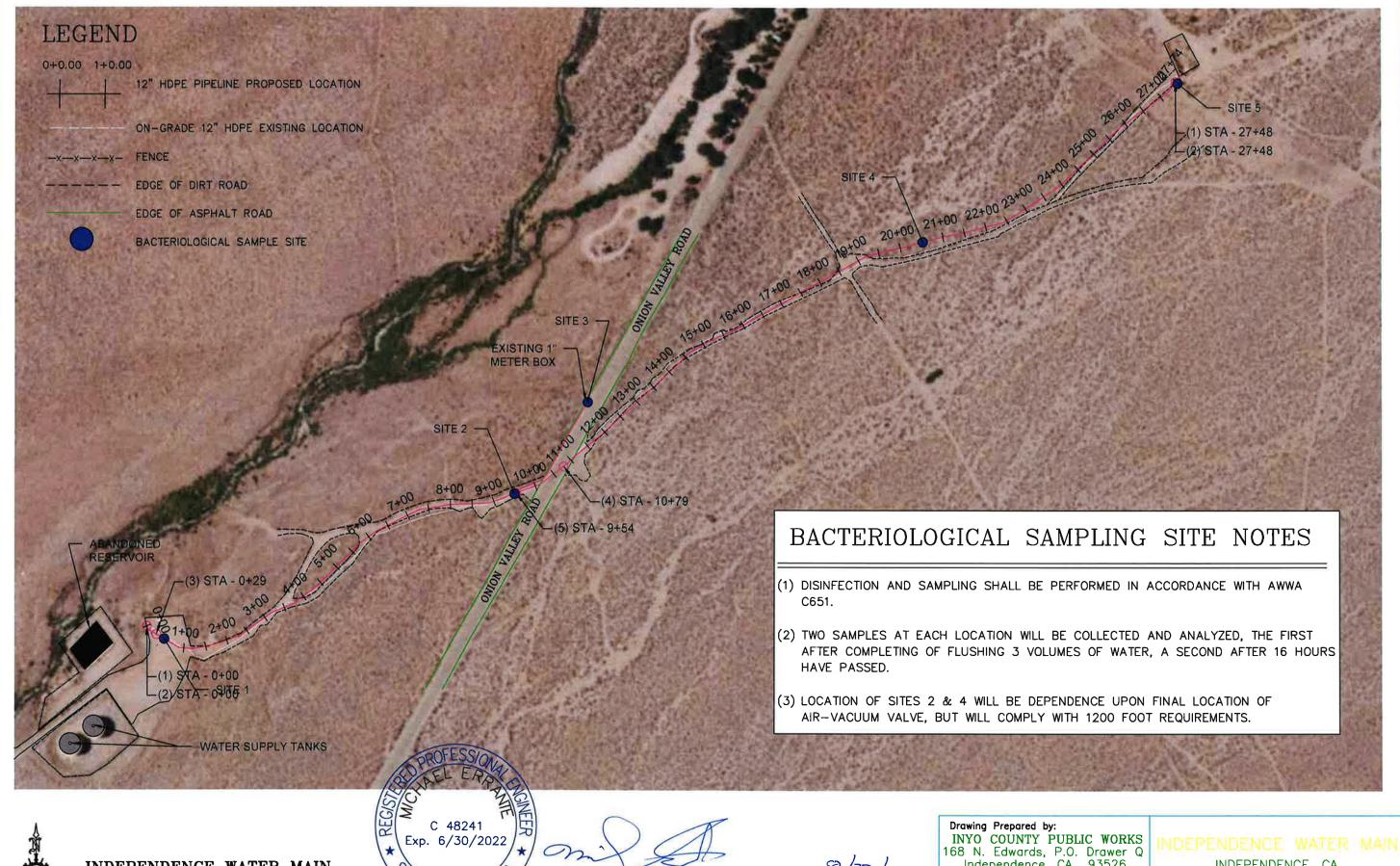
Drawn by: Date: J.TRAUSCHT 7/20

Checked By: Date: M. ERRANTE 7/20

Date: Date: 7/20 AUG

AUGUST 2020

Drawing Name: SHEET 6 OF 10



INDEPENDENCE WATER MAIN

SCALE: 1"=50'

MICHAEL ERRANTE, DIRECTOR INYO COUNTY PUBLIC WORKS

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526

(760) 878-0201

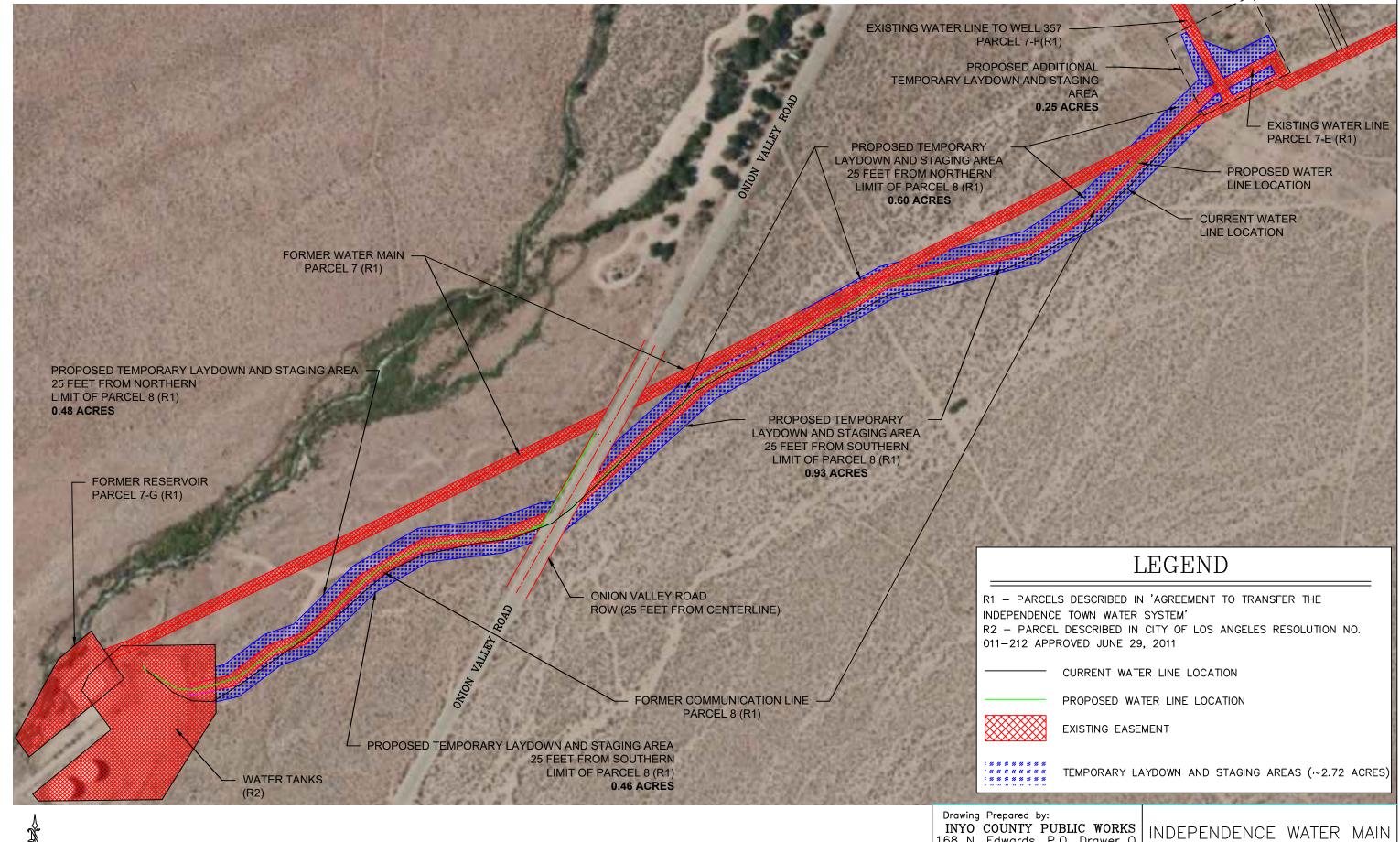
Drawn by: Date: J. TRAUSCHT 7/20

Checked By:

INDEPENDENCE, CA

AUGUST 2020

SHEET 7 OF 10





INDEPENDENCE WATER MAIN

SCALE: 1"=50'

MICHAEL ERRANTE, DIRECTOR INYO COUNTY PUBLIC WORKS

DATE

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201

Drawn by:

J.TRAUSCHT

/60) 8/8-0201

Date: Checked By: Date: M FRRANTE 8/20

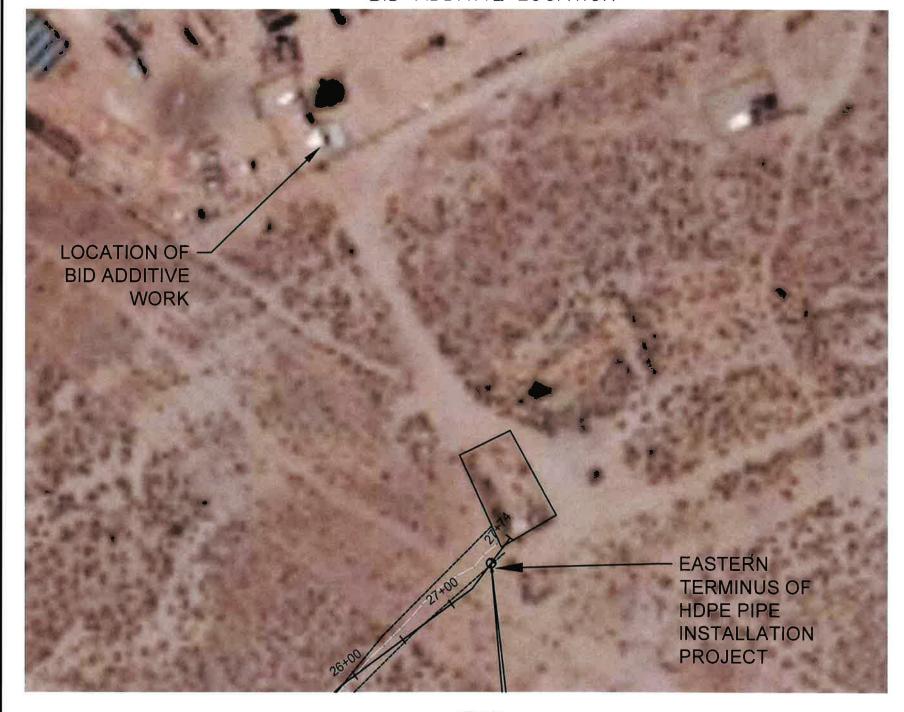
INDEPENDENCE, CA

 Checked By:
 Date:
 Date:
 Drawing Name:

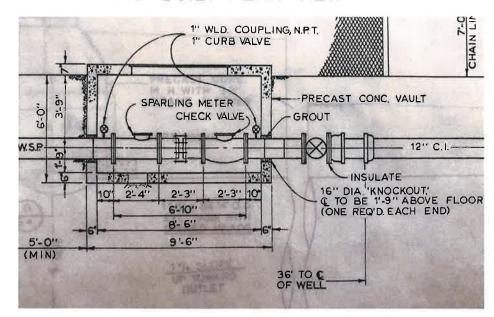
 M. ERRANTE
 8/20
 AUGUST 2020
 INDY_Easement.dwg

ne: .dwg SHEET 8 OF 10

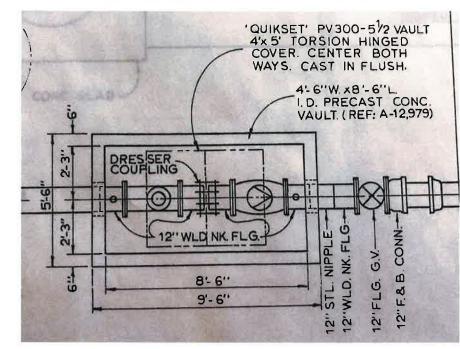
BID ADDITIVE LOCATION



AS-BUILT PLAN VIEW



AS-BUILT ELEVATION VIEW





C 48241 Exp. 6/30/2022

MICHAEL ERRANTE, DIRECTOR INYO COUNTY PUBLIC WORKS

8/27/2020 DATE

Drawing Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526 (760) 878-0201

INDEPENDENCE WATER MAIN OPTION 1

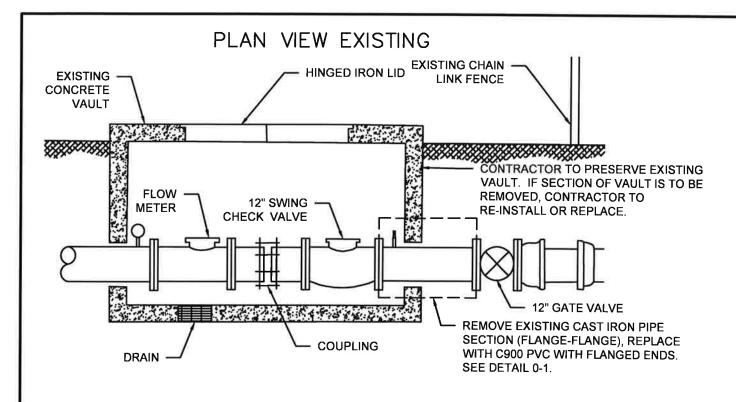
INDEPENDENCE, CA

Checked By: Date: M. ERRANTE 7/20 J. TRAUSCHT

Date: AUGUST 2020 Drawing Name: INDY_SET.dwg

SHEET 9 OF 10

INDEPENDENCE WATER MAIN SCALE: 1"=50"



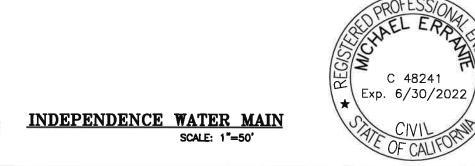
NOTES

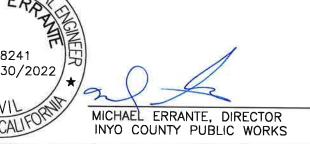
- (1) REMOVE EXISTING 12" CAST-IRON PIPE SECTION (FLANGE-FLANGE) AND REPLACE WITH 12" C900 PVC SECTION (FLANGED-FLANGED, FULLY RESTRAINED).
- (2) INSTALL ₹" SADDLE ON 12" C900 PVC
 SECTION AND ₹" CHEMICAL INJECTION QUILL,
 AND ½" PVC BALL VALVE.
- (3) EXISTING VAULT AND LID TO REMAIN.

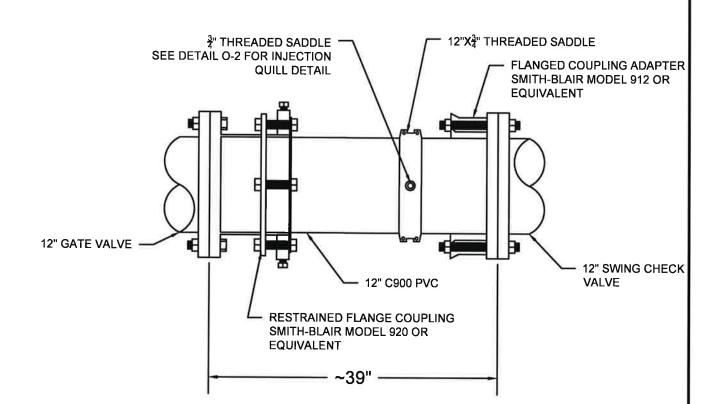
 REPAIR/REPLACE ANY SECTIONS OF VAULT

 THAT ARE REMOVED FOR DURING

 CONSTRUCTION.
- (4) INJECTION QUILL TO REACH TO CENTER OF PIPE (+/-0.5").

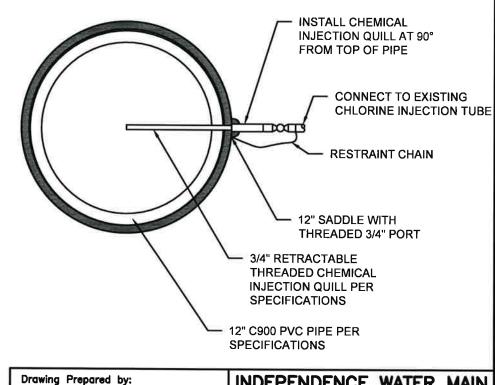






DETAIL 0-1

DETAIL 0-2





INDEPENDENCE WATER MAIN
OPTION 1

INDEPENDENCE, CA

Drawn by: Date: Checked By: Date: Date: Drawing Name:
J. TRAUSCHT 7/20 M. ERRANTE 7/20 AUGUST 2020 INDY_SET.dwg

SHEET 10 OF 10

INYO COUNTY PUBLIC WORKS

168 N. Edwards, P.O. Drawer Q Independence, CA 93526

(760) 878-0201