

Ram Spring Improvement Project

Request for Proposals

For Engineering, Construction Contractor Procurement & Project Oversight

Release Date: August 11, 2022

ELECTRONIC PROPOSALS DUE: September 8, 2022

INTERESTED FIRMS SHOULD PROMPTLY SEND AN EMAIL TO alleghanywater@gmail.com to receive all updates concerning this RFP, with "RFP updates" in the subject line.

**Alleghany County Water District
PO Box 860
Alleghany, CA 95910**

Phone: 530-287-3204

(note: no staffed office, no cell coverage, email is the best method of contact)

Email: alleghanywater@gmail.com

Website: alleghanywater.org

1 - INTRODUCTION

Allegheny County Water District is soliciting ELECTRONIC REQUEST FOR PROPOSALS (RFPs) from professional consulting firms to finish the plans and specifications for the Ram Spring Improvement Project & Contractor Bid Documents (currently approximately 90% complete), to assist with the bid solicitation and contractor procurement process, to provide construction oversight and to provide the ACWD project manager with progress reports for disbursement requests.

With approval of a funding agreement, this project will be funded by the State Water Resources Control Board (SWRCB). The application process has been ongoing for over two years. SWRCB has paid for the environmental permits. While ACWD anticipates approval for funding by SWRCB, it is not guaranteed. A draft contract for engineering services is the last item needed to complete ACWD's funding application. ACWD administrative staff will handle the accounting for this project including, submittal of quarterly progress reports to SWRCB, submitting funding disbursement requests to the SWRCB and paying contractors and suppliers. The ACWD water distribution operator(s) will be available for onsite consultation and construction support throughout the project.

2 – PROJECT BACKGROUND

This project is a continuation of planning project # 4300012-008P funded by the State Water Resources Control Board (SWRCB). In May of 2017, as part of the planning project, driven pipes were installed at the Ram Spring to minimize surface water infiltration. As a result of this drilling, and with subsequent water quality testing; on October 20, 2017 the SWRCB Division of Drinking water amended the Permit for the Ram Spring changing its classification from "ground water under the influence of surface water" to "ground water". This new classification eliminated the need for a treatment plant and lessens several regulatory requirements, saving both time and money over the long-term.

ACWD's objectives for this project are:

- 1) To reconfigure the district's facilities to accommodate the driven pipes installed in the planning phase of this project. This will facilitate continued water delivery to the residents of Allegheny in compliance with State and Federal drinking water standards,
- 2) To significantly extend the operational life of the Ram Springs collection area.
- 3) To reduce the annual O&M costs for ACWD
- 4) Replace parts of the water system's aged infrastructure.

SECTION 2 – SCOPE OF WORK

The selected engineering firm will be expected to complete the engineering plans & specifications for the Ram Spring Improvement project. Assist district administrative staff with the publication of the request for bids and completion of the competitive bidding process for hiring building contractor(s), oversee construction, inspect finished work, prepare estimates of project completion for billings, assist ACWD with communication with SWRCB and provide “as-built” drawings after construction is complete.

The selected firm will be expected to assist contractor and staff with other engineering tasks as they arise. (For engineering tasks not clearly defined in this scope and added later, budget adjustments will be submitted to the State for approval prior to any additional work being requested.)

The engineering drawings and plans for this project are approximately 90% complete. The environmental work and permits are approximately 98% complete and are being handled via a Technical Assistance request from the State Water Resources Control Board’s Safe and Affordable Funding for Equity and Resilience (SAFER) program.

The work shall comply with the requirements of all of the following, without limitation, and this RFP and any subsequent contract as incorporated herein by reference:

1. Federal laws
2. State laws
3. Sierra County ordinances

(See exhibit A for a list of insurance requirements)

3 - PROJECT DESCRIPTION

The Ram Springs collection site is the sole water supply source for the Allegheny County Water District (ACWD). The springs are located within a fenced rectangular area, 0.2 acres in size, with a small pump house and collector tank on site.

This project will make several improvements at the collection site and replace residential meters throughout the town. The planned site improvements include covering exposed collector pipes, replacing all fencing to cover a larger area, tree removal, constructing curtain drains to dewater the collection area, constructing a test lab/storage building, constructing a pole roof structure for the collection tank, replacement of an aged portable generator, reconfiguration and repairs to the water collection system to meet compliance issues and address existing problems.

(See exhibit B for preliminary plans and specifications, including project location information)

4 RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements:

1. Transmittal Letter: The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a minimum period of 120 days and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process. The person authorized by the firm/team to negotiate a contract with ACWD must sign the proposal and be identified in the proposal. Address the cover letter as follows:

Alleghany County Water District
PO Box 860
Alleghany, CA 95910.

2. Project Understanding: This section shall clearly convey that the Contractor or Consultant understands of the nature of the work, including coordination with and approvals from ACWD.

3. Approach and Management Plan: This section shall provide the firm's/team's proposed approach and management plan for providing the services.

4. Qualifications and Experience: The proposal shall provide the qualifications and experience of the contracting team. Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Key Team Members are expected to be committed for the duration of the project. Resumes should be limited to one page each.

5. Schedule of work: The proposal shall include a schedule of work items on a task-by-task basis, including an estimated completion date for each task.

6. References: The Firm must provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the Ram Spring Improvement Project and shall include a brief description of each project associated with the reference as well as the role of the identified team member.

7. Cost Proposal: A cost proposal should be submitted titled "Ram Spring Improvement Project Engineering Cost Proposal." The cost submittal should indicate the number of anticipated hours/costs by the Project Manager and Key Team Members. The estimated level of hours/costs for other staff can be summarized in general categories.

Submittal of Proposals: Proposals should be emailed in PDF format to: alleghanywater@gmail.com

Proposals due: September 8, 2022

Proposals received past the deadline shall not be considered. ACWD accepts no responsibility if delivery is made to another email address or for other technological issues that cause a submittal to be late nor not received by the deadline.

A selection committee will review submitted proposals and schedule interviews with the best ranking firms based on the evaluation criteria outlined in the RFP. The selection committee shall make a final recommendation to the ACWD Board of Directors . The ACWD board shall authorize the signing of a contract for services.

Any questions related to this RFP shall be submitted, by email to ACWD General Manager, Rae Bell Arbogast at alleghanywater@gmail.com.

Clarifications and Inquiries shall be submitted before August 24, 2022.

SECTION 7 - EVALUATION OF RFPs

The proposals will be evaluated and scored on a point system basis using the following criteria:

1. Qualifications and specific experience of the firms team members.
2. Project understanding and approach, including an understanding of ACWD approval and coordination processes.
3. Experience with similar types of projects.
4. Satisfaction of previous clients.
5. Schedule and capacity to provide qualified personnel.
6. Preference shall be given to small businesses as defined in Gov code 14837.
7. Preference shall be given to local businesses defined as within a one or two hour travel distance from Alleghany.
8. Proposed fees must be fair and reasonable, but firm selection shall not be predicated on the lowest fees. The State Water Resources Control Board shall assist with the determination of “fair and reasonable” fees.

The timeline below provides an approximation of time needed to complete key project tasks. The timeline may change based on project needs.

Milestone	Deadline
RFP Issued	August 11, 2022
Deadline for Clarifications/Inquiries	August 24, 2022
Deadline for Proposal Submittal	September 8, 2022
ACWD selection committee review of Proposals (tentative)	September 15, 2022
Notice of selection for interview or declination of proposal (tentative)	September 19, 2022
Interviews to be conducted (tentative)	Week of September 26th
Award of Contract (tentative)	October 11, 2022
Issue Notice to Proceed (tentative)	November 1, 2022

ATTACHMENT A – Insurance

The Contractor shall obtain and maintain the following minimum insurance during the entire performance period. Before beginning on-site operations, the Contractor shall submit to ACWD evidence of insurance coverage. Certificates of insurance shall contain a thirty (30) day cancellation notice.

LIABILITY INSURANCE

1. Contractor shall procure and maintain during performance of the contract and for the full period allowed by law, surviving the termination of Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance endorsed to include contractual liability.

B. Minimum Limits of Insurance: No less than

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this work sought by this RFP, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ACWD.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

a. ACWD, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, hired or borrowed by the Contractor for the full period of time allowed by law, surviving the termination of the Contract. The coverage shall contain no special limitations on the scope-of-protection afforded to ACWD, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance with any insurance or self-insurance maintained by ACWD, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to ACWD, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against ACWD, its officers, officials, employees and volunteers for losses arising from Contractor's performance of the work.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of a Contract awarded pursuant to this RFP.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

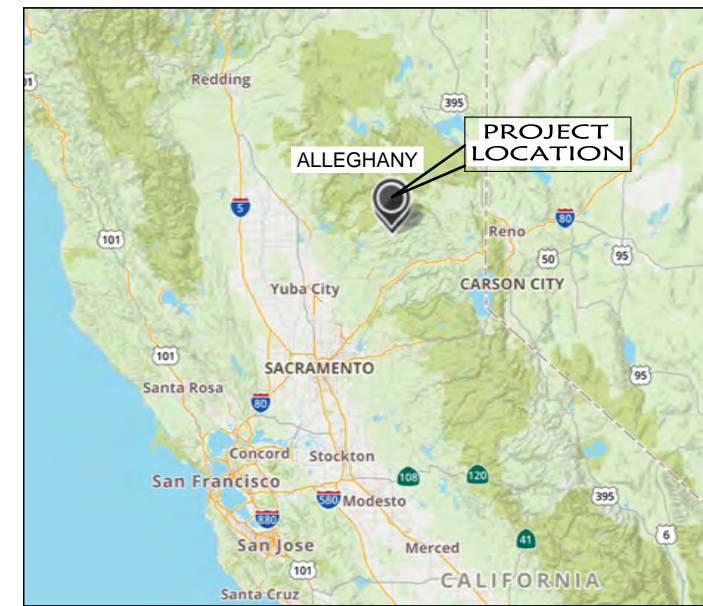
E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Prior to performing services under a contract awarded in response to this RFP, the Contractor shall furnish ACWD with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by ACWD. Where by statute, ACWD's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted.

G. Subcontractors. Subcontractors must either be covered, as provided above, by Contractor's insurance policies or provide proof, satisfactory to ACWD, that they have equivalent coverage.



LOCATION IN CALIFORNIA

Ram Spring Improvement Project RFP Attachment B

CERTIFICATION

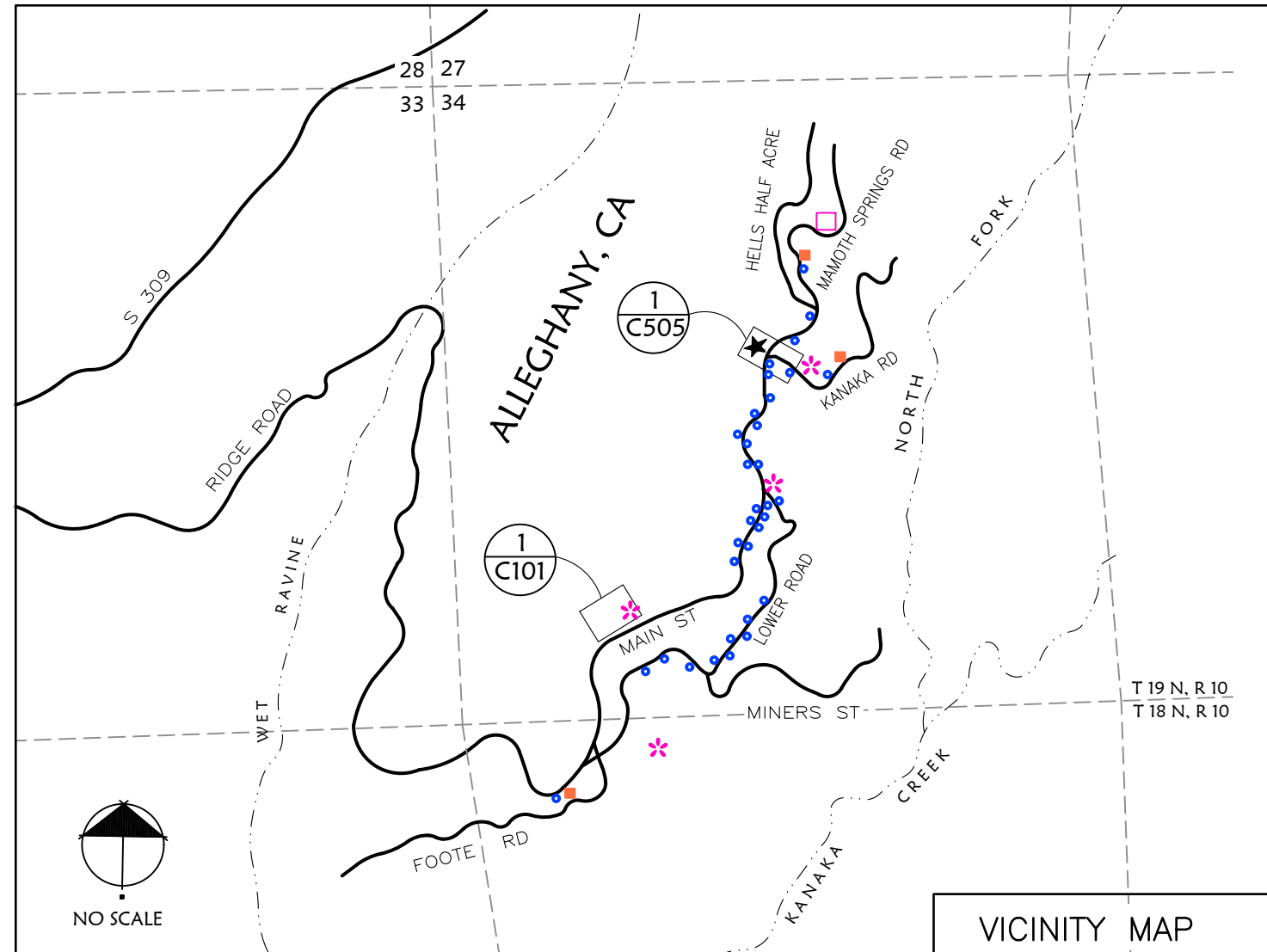
I CERTIFY THAT THIS PROJECT WAS DESIGNED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES.



MICHAEL K. LYBARGER R.C.E. 56736

RAM SPRINGS WATER SOURCE IMPROVEMENTS

ALLEGHANY, CA. SIERRA COUNTY

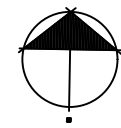


VICINITY MAP

LEGEND:

- ★ (N) GATE VALVE AND VALVE BOX. SEE SH. C505
- REPLACE (E) WATER METER. (E) METER SETTER AND METER BOX TO REMAIN. (51 TOTAL) SEE SH. C504
- ✱ (N) METER, SETTER AND BOX (3 TOTAL)
- (N) SAMPLE TAP (3 PLACES)
- (N) AVOIDANCE FENCING AT CUMBERLAND SPRING

NOTE:
LOCATIONS ARE REPRESENTATIVE ONLY AND WILL BE STAKED IN THE FIELD BY PROJECT ENGINEER.



NO SCALE

SHEET INDEX		
NO.	SHEET	DESCRIPTION
1	T101	TITLE SHEET
2	T102	NOTES, LEGENDS
3	C101	OVERALL SITE PLAN
4	C102	GRADING / DRAINAGE PLAN
5	C103	SYSTEM IMPROVEMENTS
6	C201	CROSS SECTIONS
7	C301	COLLECTOR PIPING DETAIL
8	C302	PIPING PROFILES
9	C401	COLLECTOR TANK PAD / SECTION
10	C402	COLLECTOR TANK ROOF PLAN
11	C501	CIVIL DETAILS
12	C502	CIVIL DETAILS
13	C503	CIVIL DETAILS
14	C504	CIVIL DETAILS
15	C505	CIVIL DETAILS
16	A101	BUILDING FLOOR PLAN
17	A102	BUILDING FOUNDATION PLAN
18	A103	BUILDING ROOF PLAN/ELECTRICAL
19	A104	BUILDING ELEVATIONS
20	A105	DETAILS

REVISION	NO.

PLANS PREPARED BY:
ALTEC ENGINEERING
333 N. MAIN STREET
ALTURAS, CA
(530) 233-2453
CIVIL ENGINEERING &
LAND SURVEYING

PLANS PREPARED FOR:
ALLEGHANY COUNTY WATER DISTRICT

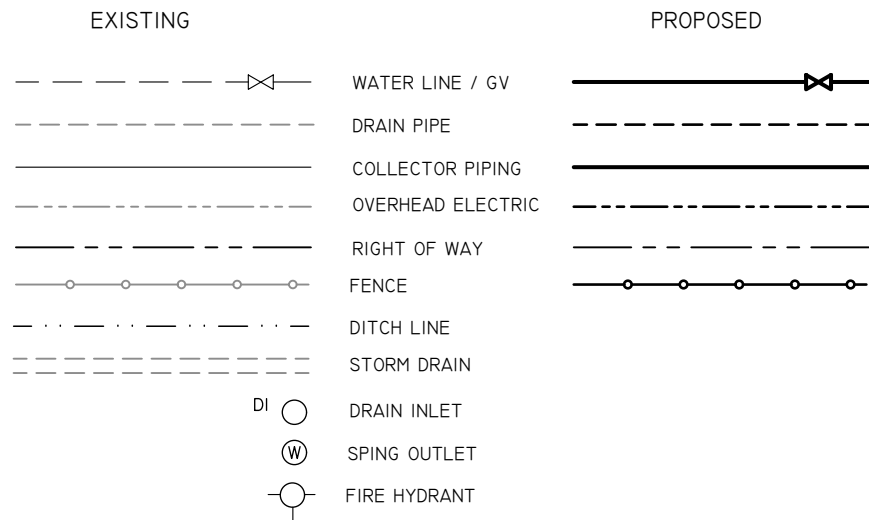
RAM SPRINGS WATER SOURCE IMPROVEMENTS
TITLE SHEET

DRAWN ALTEC TECH1
CHECKED
DATE MAR. 20, 2020
SCALE AS NOTED
JOB NO. ALLEGHANY SPRINGS

SHEET
T101
1 OF 20

**PRELIMINARY
NOT FOR CONSTRUCTION**

LEGEND:



ABBREVIATIONS:

AB ANCHOR BOLT	ELEV. ELEVATION	LG LENGTH/LONG	SECT SECTION
AC ASPHALTIC/CONCRETE	ELEC ELECTRICAL	LIM LIMIT	SHT SHEET
AFF ABOVE FINISHED FLOOR	ELEV. ELEVATION	LT LEFT	SIM SIMILAR
AGG AGGREGATE	EOL END OF LINE	M METER	SM SEWER MAIN
ARV AIR/VAC. RELEASE VALVE	EOP EDGE OF PAVEMENT	MM MILLIMETER	SPEC SPECIFICATION
ASSY ASSEMBLY	EQ EQUAL	MANUF MANUFACTURED	SQ SQUARE
	EW EACH WAY	MAX MAXIMUM	STA STATION POINT
BLDG BUILDING	EXIST EXISTING	MATL MATERIAL	STD STANDARD
BRG BEARING		MFR MANUFACTURER	STL STEEL
BV BUTTERFLY VALVE	FDN FOUNDATION	MH MANHOLE	TEL TELEPHONE
BOL BEGINNING OF LINE	FH FIRE HYDRANT	MIN MINIMUM	TNK TANK
	FIN FINISHED	MISC MISCELLANEOUS	TYP TYPICAL
CB CATCH BASIN	FLH FLUSH HYDRANT	N NORTH	UTL UTILITY
CI CAST IRON	FLR FLOOR	NAT'L ELECTRIC CODE	UBC UNIFORM BUILDING CODE
CL CENTER LINE	FND FOUND	NOT IN CONTRACT	
CL CLASS	FT FEET	NUMBER	
CLR CLEAR	FTG FOOTING	NTS NOT TO SCALE	VB VAPOR BARRIER
CM CUBIC METER			VERT VERTICAL
CMP CORRUGATED METAL PIPE	GA GAUGE	OC ON CENTER	
CO CLEAN OUT	GALV GALVANIZED	OH OVERHEAD	W WEST
CONC CONCRETE	GR GRADE	PE POLYETHYLENE	WI WIDE
CONT CONTINUOUS	GRD GROUND	PL PROPERTY LINE	WM WATER MAIN
CP CONTROL POINT	GV GATE VALVE	PP POWER POLE	WMT WATER METER
		PVC POLYVINYL CHLORIDE	W/ WITH
D DEEP	HD HOSE BIB	PVMT PAVEMENT	W/O WITHOUT
DET DETAIL	HORIZ HORIZONTAL		WSL WATER SERVICE LINE
DIA (Ø) DIAMETER	HT HEIGHT	R RADIUS	WWF WELDED WIRE FABRIC
DIM DIMENSION	HWY HIGHWAY	REIN REINFORCE	
DIP DUCTILE IRON PIPE		REQD REQUIRED	
DN DOWN	ID INSIDE DIAMETER	ROW RIGHT OF WAY	
DW DRIVEWAY	INSUL INSULATION	RT RIGHT	
	INT INTERIOR		
	INV INVERT		

GENERAL NOTES:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THIS PROJECT, AND IN CONFORMANCE WITH THE REQUIREMENTS OF CONSTRUCTION FOR PROJECTS FUNDED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY.
- ALL CONSTRUCTION AND CONSTRUCTION EQUIPMENT SHALL BE RESTRICTED TO THE AREAS DESIGNATED BY THE PROJECT OWNER AND CONTRACTING OFFICER.
- ALL EXCESS EXCAVATION MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS AND AS DIRECTED BY THE PROJECT OWNER. NO PAYMENT WILL BE MADE FOR THIS WORK.
- WHILE A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND SHOW ON THE DRAWINGS ALL EXISTING STRUCTURES, UTILITIES AND FEATURES THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES OF THE PROJECT, IT IS POSSIBLE THAT SOME ITEMS MAY HAVE BEEN MISSED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE FEATURES THAT WILL BE AFFECTED BY THE CONSTRUCTION ACTIVITIES, AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COR.
- THE CONTRACTOR SHALL TAKE WHATEVER ACTIONS NECESSARY TO COMPLY WITH ENVIRONMENTAL REQUIREMENTS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING EROSION CONTROL AND STORM WATER RUNOFF MEASURES, AND AVOIDANCE OF WETLAND AREAS, AS REQUIRED BY LAW AND THE PLANS AND SPECIFICATIONS FOR THIS PROJECT.
- ALL TREE REMOVAL FOR TREES EXCEEDING 9 INCHES IN DIAMETER SHALL BE PERFORMED BY A CONTRACTOR WITH A CALIFORNIA D-49 TREE SERVICE CONTRACTORS LICENSE.

PROJECT TASK LIST:

(THIS LIST TO BE USED FOR A GUIDE THROUGH THE VARIOUS TASKS AND TO PROVIDE SOME ORDER AND CLARIFICATION. REFER ALSO TO THE BID SCHEDULE FOR THIS PROJECT, AND THE PLANS AND SPECIFICATIONS.)

- Environmental Pre-construction survey for nesting birds.
- Remove existing chain link fence.
- Remove existing fabric within fenced area.
- Remove trees. (± 9 large cedar, oak and pine). Remove all saplings and underbrush within designated area shown on Plans.
- Clear, scalp and grub all areas designated on Plans, including Wetland Establishment area, Ram Spring fenced area, Driveway and Storage Building area.
- Earthwork, Excavation, Rough and Finish Grading: Remove hillock in wetland area, re-slope within fenced collection area, excavate and re-slope area for Sample Lab/ Storage building.
- Install curtain drain trenches (4). Connect Spring outflow on west side of pump house to curtain drain serving the wetland area.
- Install valve boxes. Replace ball valves. Replace PVC collector pipes and manifold pipe. Install PVC unions at designated locations.
- Install Sampling Stations on Collector pipes (6).
- Install Low-head Flow Meter (1).
- Place new fabric inside fenced area to prevent blackberry and sweet pea growth. Place overlay of ¾" crushed rock throughout the entire Spring collection area on top of new laid fabric. Place 2nd layer of fabric. Cover with 12 inches native material backfill to prevent UV deterioration and for freeze protection.
- Reconfigure the pump house. New pumps. Install scada compatible flow meter. Chlorine, meter (scada compatible). Leave the mechanical meter. (Separate Specialty Contractor)
- Install vents in the existing pump house.
- Install new chain link fence.
- Install concrete pad (8ft x 8ft) and roof cover (12 ft x 12 ft) for the collector tank. Install 3-in Collector Tank overflow pipe. Install 2-in tank drain pipe. Connect together and outlet to existing 6-in drain pipe.
- Construct concrete gutter w/ steel grate at Storage Building driveway.
- Construct paved driveway to new Storage Building.
- Construct new 16' X 12' storage building/sample lab.
- Replace Propane Generator.
- Replace meters on all Residential Service Connections (52).
- Install (N) valve, Valve Box and meter on each of three spur lines off of main townsite water line.
- Install perimeter "avoidance" fencing at Cumberland Springs site.

**PRELIMINARY
NOT FOR CONSTRUCTION**

REVISION	NO.

PLANS PREPARED BY:
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PLANS PREPARED FOR:
ALLEGHANY COUNTY
WATER DISTRICT

RAM SPRINGS
WATER SOURCE IMPROVEMENTS
NOTES, LEGEND

DRAWN ALTEC TECH1
CHECKED
DATE MAR. 20, 2020
SCALE AS NOTED
JOB NO. ALLEGHANY SPRINGS

SHEET T102
2 OF 20

REVISION	NO.

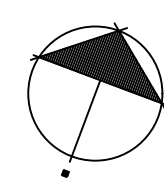
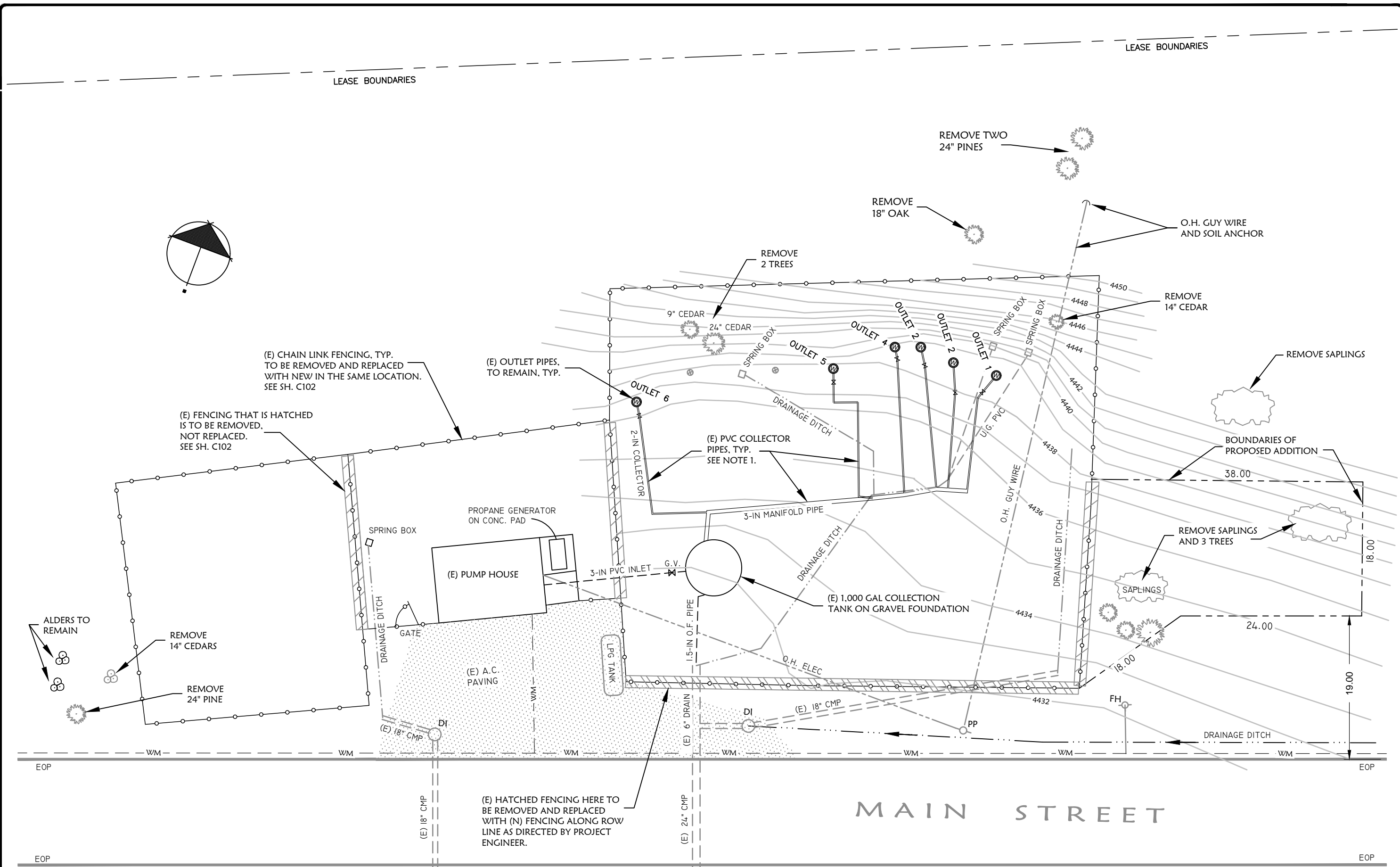
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PLANS PREPARED FOR:
ALLEGHANY COUNTY WATER DISTRICT

RAM SPRINGS WATER SOURCE IMPROVEMENTS OVERALL SITE PLAN

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 DATE
 MAR. 20, 2020
 SCALE
 AS NOTED
 JGB NO.
 ALLEGHANY SPRINGS

SHEET
C101
 3 OF 20



NOTES:
 1. ALL ABOVE GROUND COLLECTOR, MANIFOLD, AND OVERFLOW PIPING AND APURTANANCES SHALL BE REMOVED AND DISPOSED OF AS PER SPECIFICATIONS.

1
 C101

OVERALL SITE PLAN, EXISTING CONDITIONS

SCALE: 1" = 12'

PRELIMINARY NOT FOR CONSTRUCTION

REVISION	NO.

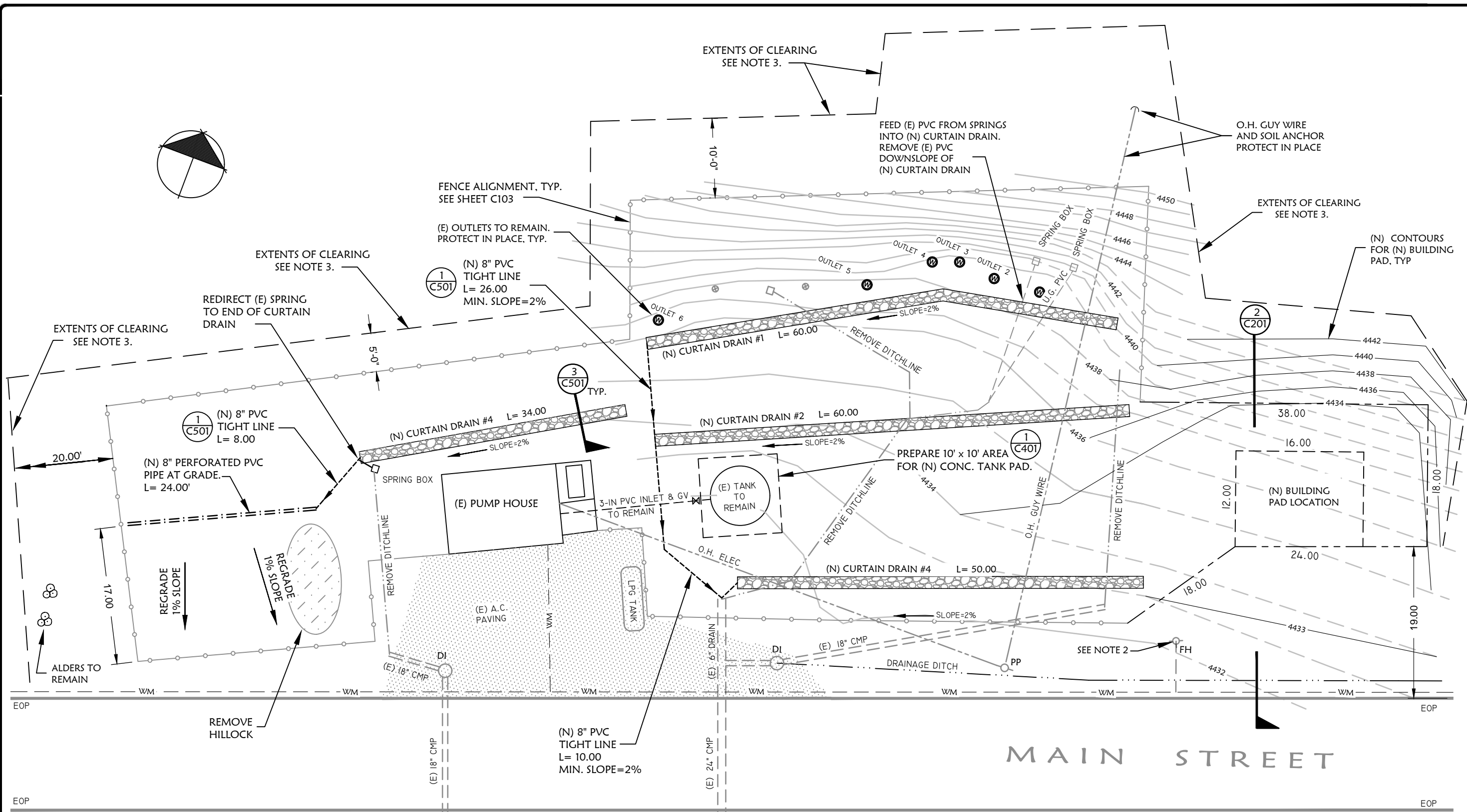
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PLANS PREPARED FOR:
ALLEGHANY COUNTY WATER DISTRICT

RAM SPRINGS WATER SOURCE IMPROVEMENTS GRADING/DRAINAGE PLAN

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ALTEC TECH1
CHECKED
DATE
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SCALE
AS NOTED
JOB NO.
ALLEGHANY SPRINGS

SHEET
C102
4 OF 20



- NOTES:**
- CURTAIN DRAIN ALIGNMENTS AND FENCE ALIGNMENT SHALL BE STAKED IN THE FIELD BY THE PROJECT ENGINEER.
 - VERTICAL CONTROL BENCHMARK = 4434.40 SOUTH EDGE OF TOP FLANGE ON FIRE HYDRANT .
 - FOR THE ENTIRE AREA WITHIN THE FENCED SPRING SITE, AND ALSO BEHIND (NORTH) OF THE PUMP HOUSE REMOVE ALL FABRIC, AND CLEAR, SCALP AND GRUB THE AREA. RE GRADE TO A CONSTANT SLOPE. PLACE HEAVY 5-0Z NON-WOVEN LANDSCAPE FABRIC.
 - FOR THE ENTIRE AREA AROUND THE (N) COLLECTOR AND MANIFOLD PIPE, BACK FILL WITH 1-IN MINUSBACK FILL WITH 1 INCH MINUS LEACH ROCK TO THE LEVEL OF THE COLLECTOR PIPES. OVERLAY WITH 6 INCHES OF NATIVE SOIL BACK FILL.

1 C102 GRADING / DRAINAGE PLAN
 SCALE: 1" = 12'

PRELIMINARY NOT FOR CONSTRUCTION

REVISION	NO.

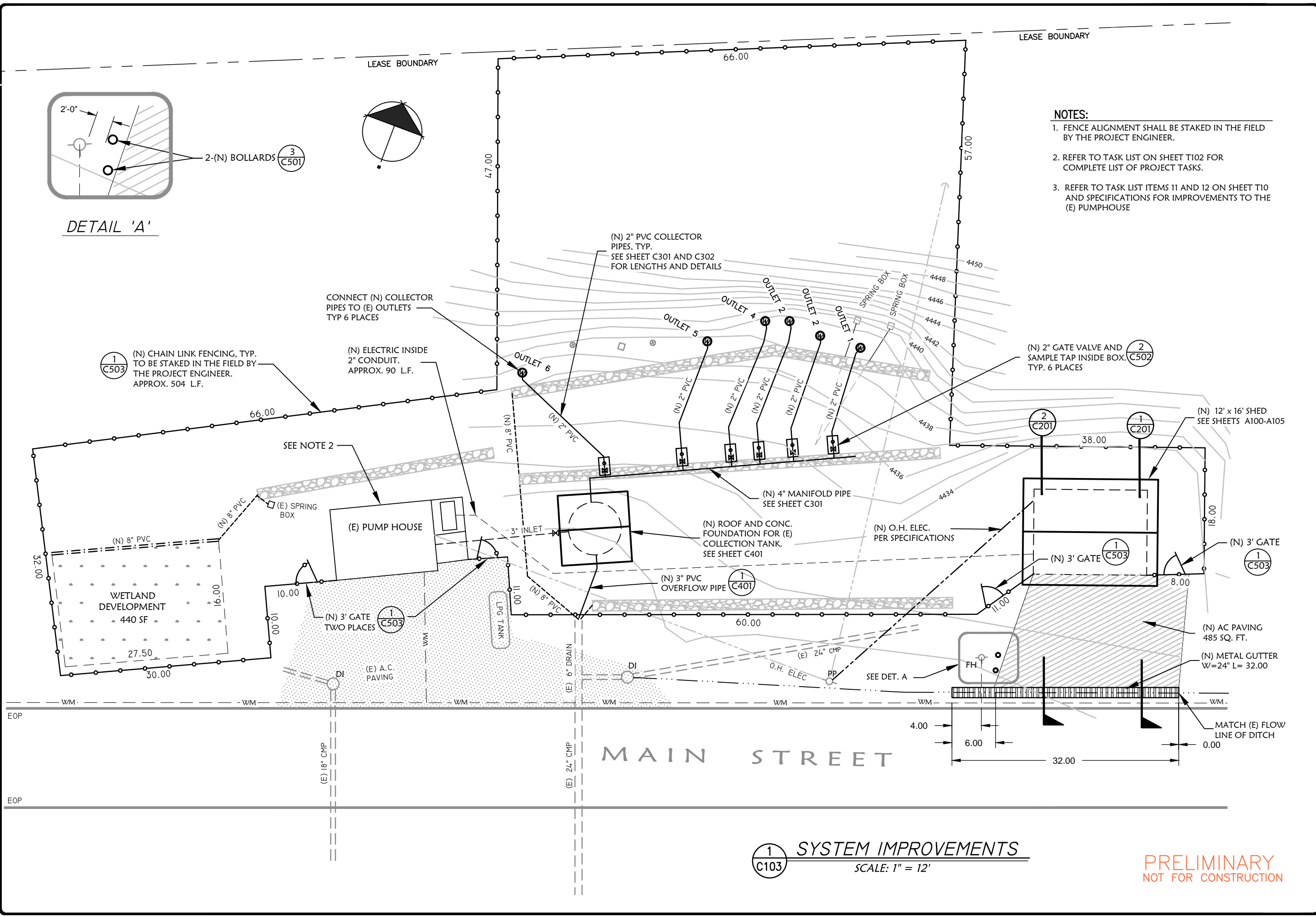
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PLANS PREPARED FOR:
ALLEGHANY COUNTY WATER DISTRICT

RAM SPRINGS WATER SOURCE IMPROVEMENTS SYSTEM IMPROVEMENTS

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 SCALE
 AS NOTED
 JGB NO.
 ALLEGHANY SPRINGS

SHEET
C103
 5 OF 20



- NOTES:**
1. FENCE ALIGNMENT SHALL BE STAKED IN THE FIELD BY THE PROJECT ENGINEER.
 2. REFER TO TASK LIST ON SHEET T102 FOR COMPLETE LIST OF PROJECT TASKS.
 3. REFER TO TASK LIST ITEMS 11 AND 12 ON SHEET T10 AND SPECIFICATIONS FOR IMPROVEMENTS TO THE (E) PUMPHOUSE

DETAIL 'A'

1 SYSTEM IMPROVEMENTS
 SCALE: 1" = 12'

PRELIMINARY
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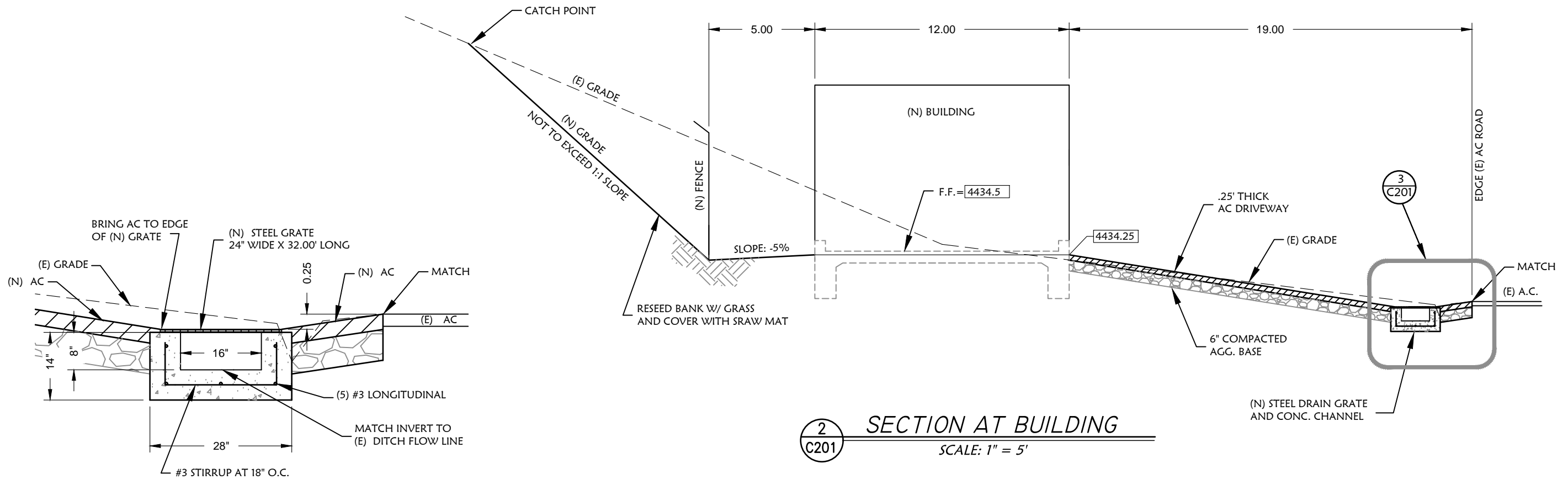
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PLANS PREPARED FOR:
ALLEGHANY COUNTY WATER DISTRICT

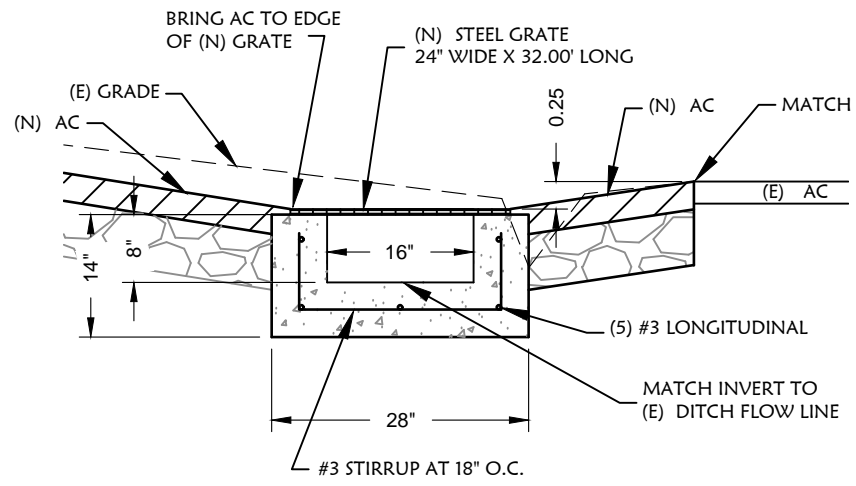
RAM SPRINGS WATER SOURCE IMPROVEMENTS
 CROSS SECTIONS

DRAWN
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 MAR. 20, 2020
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 ALLEGHANY SPRINGS

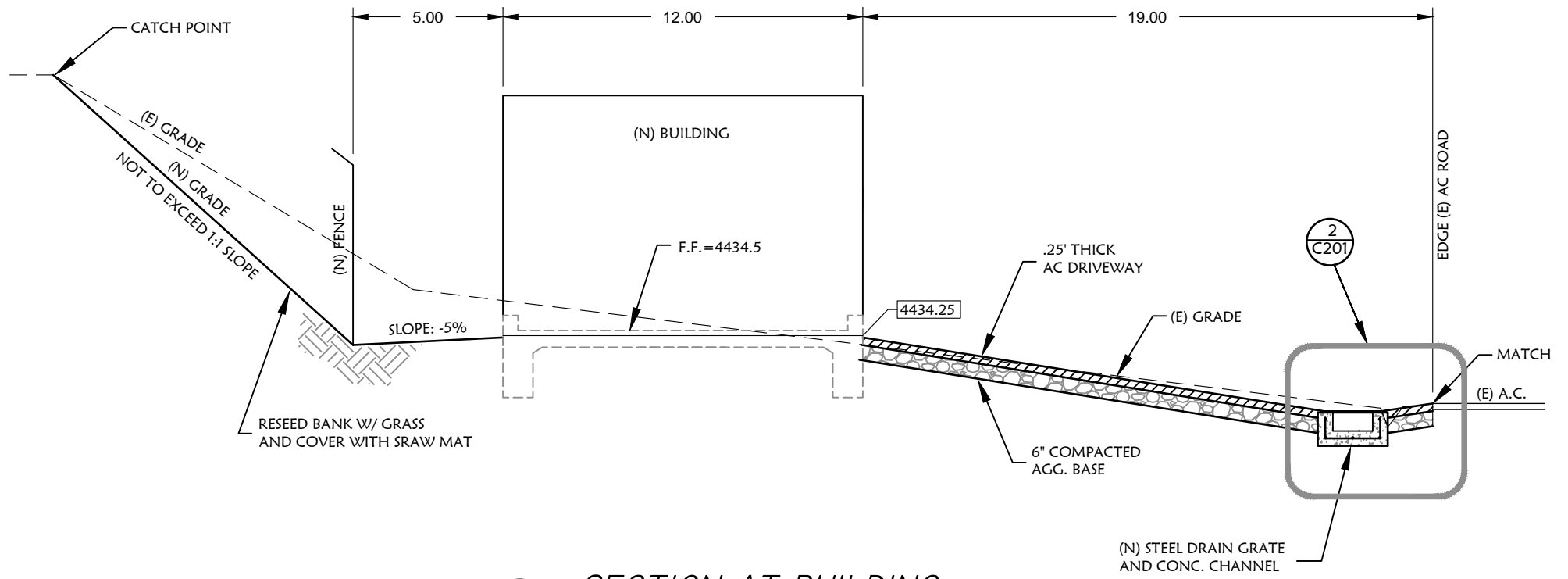
SHEET
C201
 6 OF 20



2
C201 SECTION AT BUILDING
 SCALE: 1" = 5'

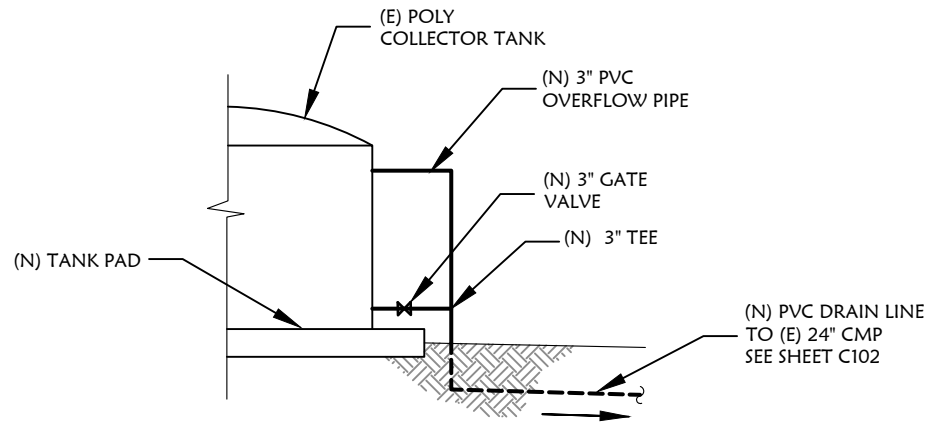


3
C201 DRAIN DETAIL
 NOT TO SCALE

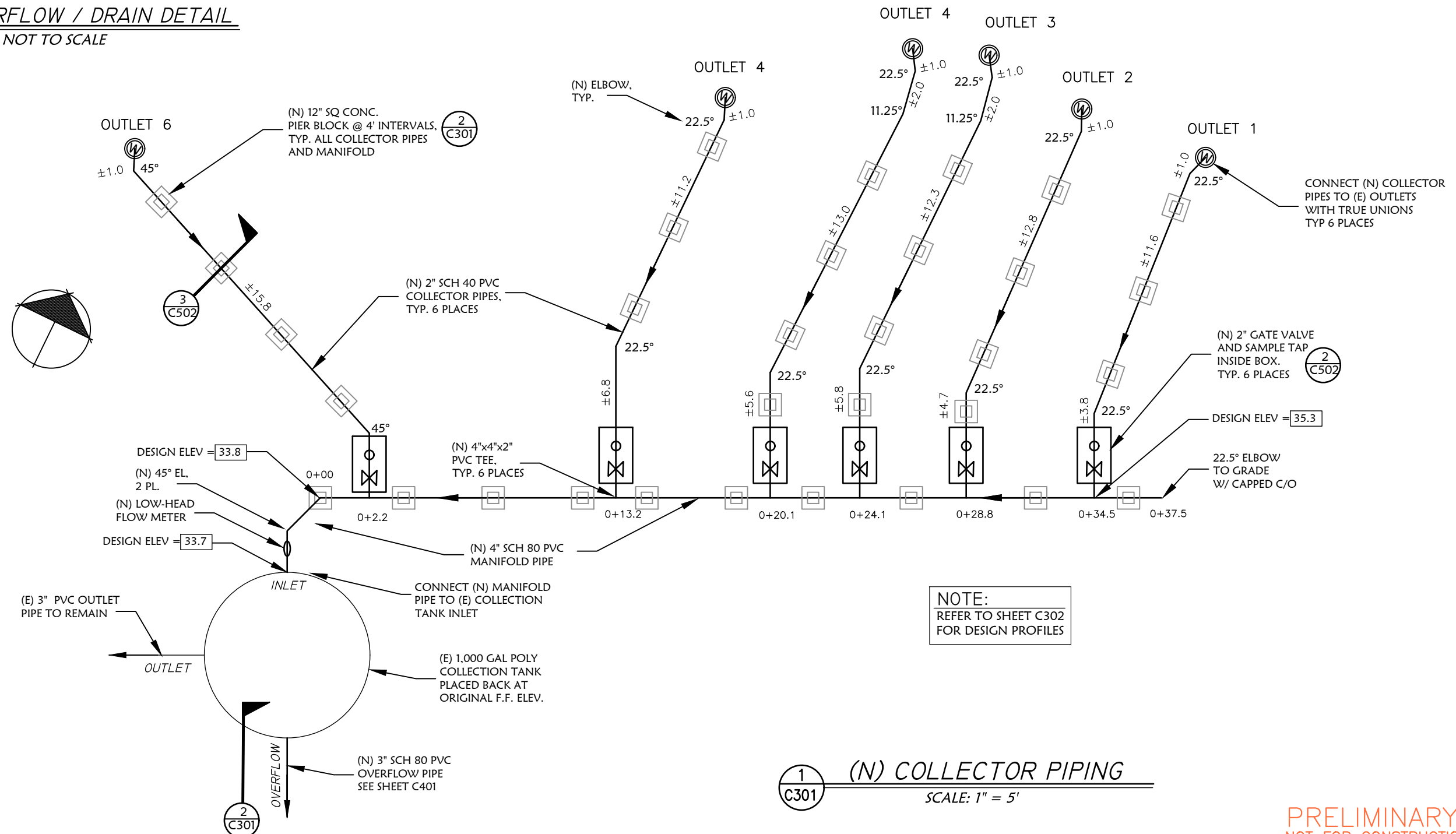


1
C201 SECTION AT BUILDING
 SCALE: 1" = 5'

PRELIMINARY
 NOT FOR CONSTRUCTION



2 OVERFLOW / DRAIN DETAIL
C301 NOT TO SCALE



1 (N) COLLECTOR PIPING
C301 SCALE: 1" = 5'

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION	NO.

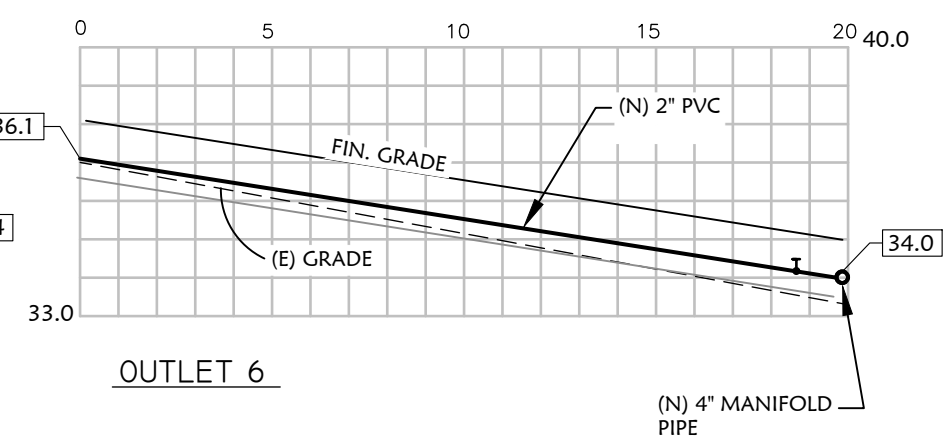
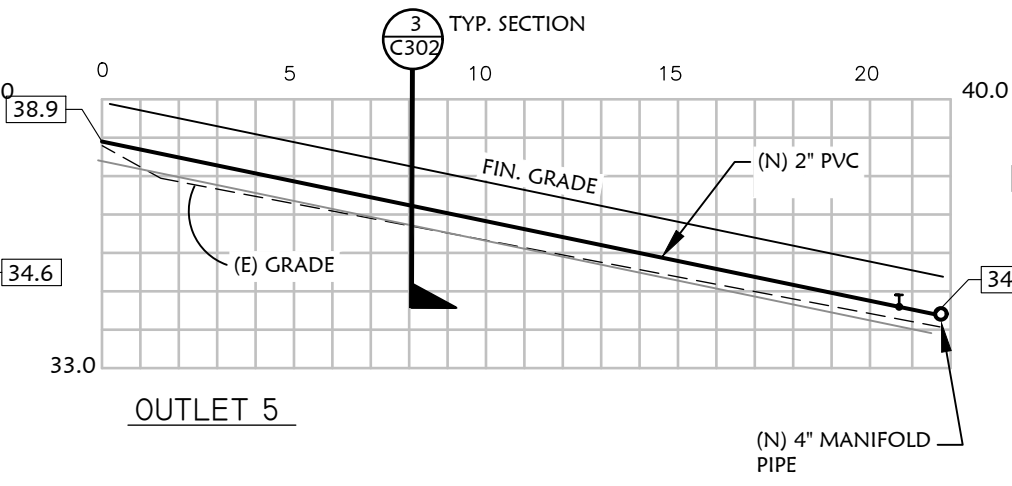
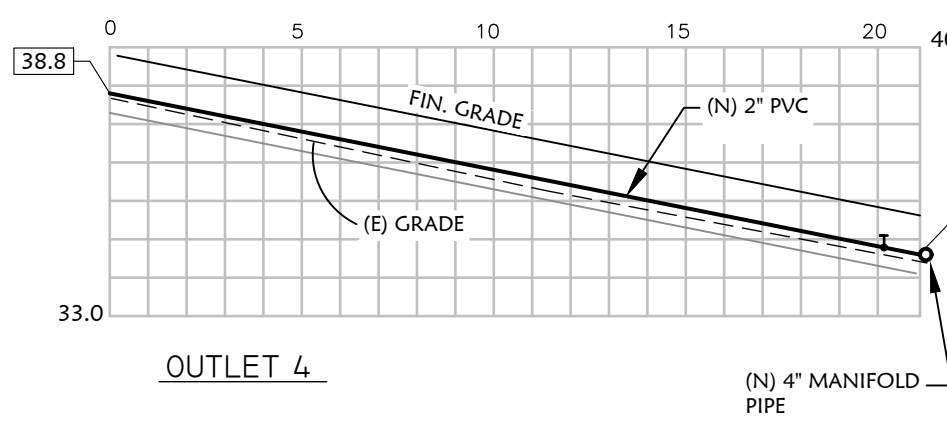
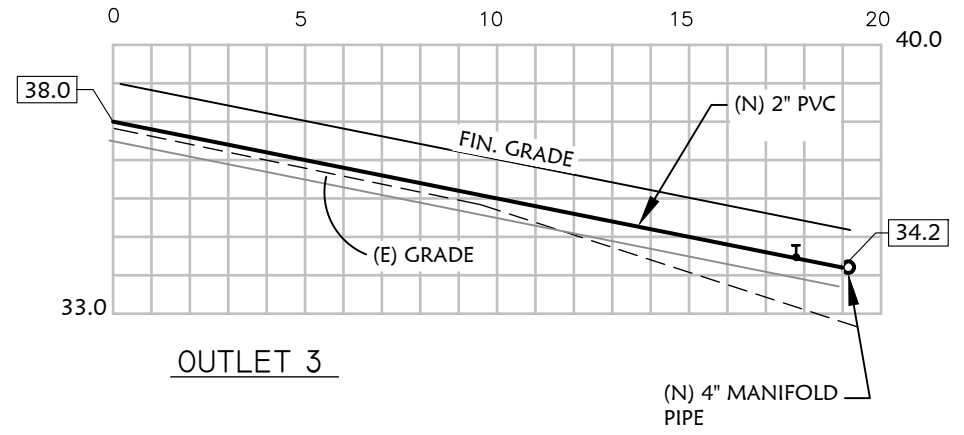
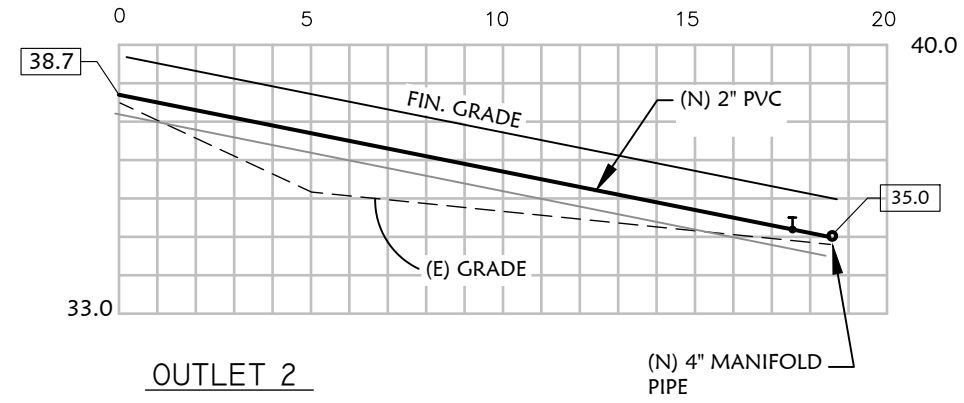
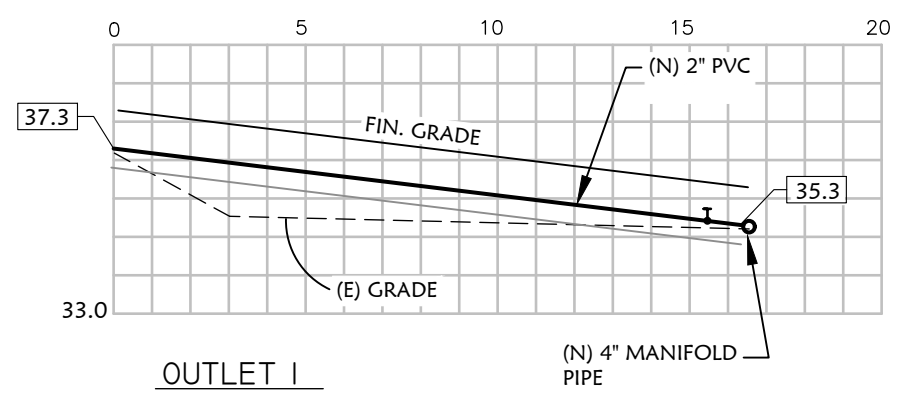
PLANS PREPARED BY:
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ALTURAS, CA
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LAND SURVEYING

PLANS PREPARED FOR:
ALLEGHANY COUNTY WATER DISTRICT

RAM SPRINGS WATER SOURCE IMPROVEMENTS COLLECTOR PIPING DETAIL

DRAWN	ALTEC TECH1
CHECKED	
DATE	MAR. 20, 2020
SCALE	AS NOTED
JOB NO.	ALLEGHANY SPRINGS

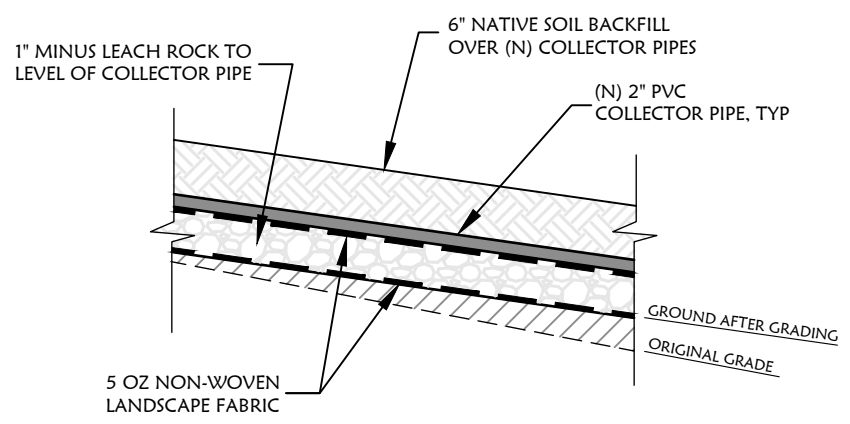
REVISION	NO.



NOTE:
 VERTICAL CONTROL
 BENCH MARK = 4434.40
 S. EDGE OF TOP FLANGE ON F.H.
 SEE SH. C101

34.6 = DESIGN ELEV.

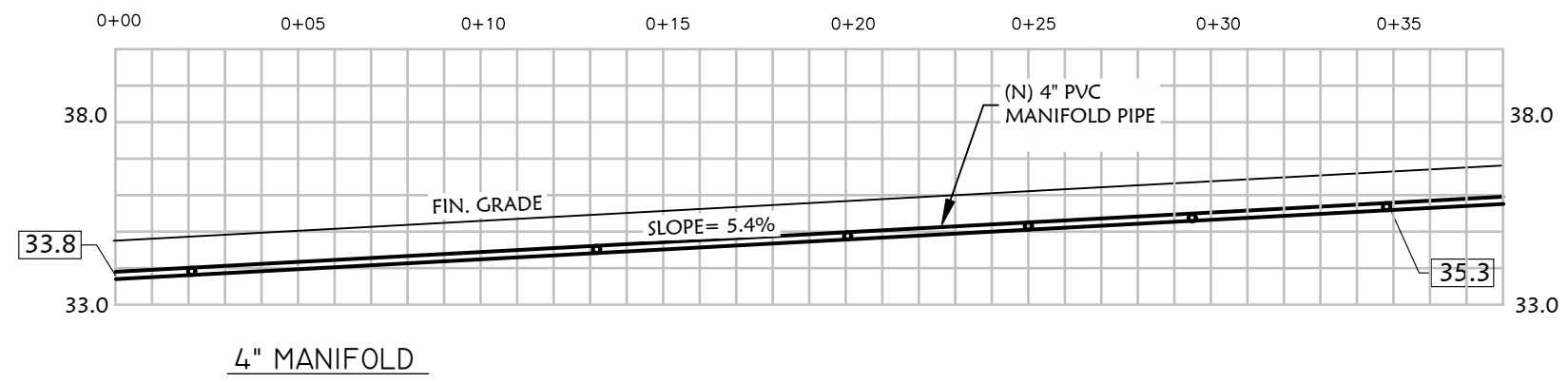
1 COLLECTOR PIPE PROFILES
 HORIZ. SCALE : 1" = 5'
 VERT. SCALE : 1" = 5'



3 TYP. SECTION-COLLECTOR FIELD
 NOT TO SCALE

34.6 = DESIGN ELEV.

NOTE:
 VERTICAL CONTROL
 BENCH MARK = 4434.40
 S. EDGE OF TOP FLANGE ON F.H.
 SEE SH. C101



2 MANIFOLD PIPE PROFILE
 HORIZ. SCALE : 1" = 5'
 VERT. SCALE : 1" = 5'

PRELIMINARY
 NOT FOR CONSTRUCTION

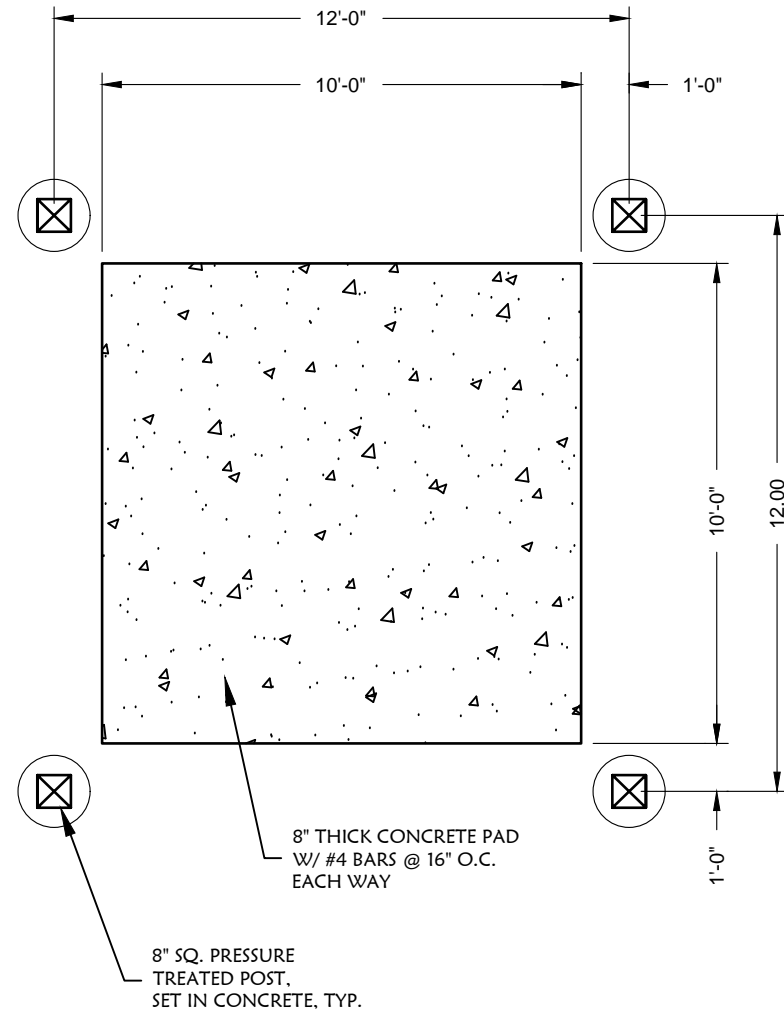
PLANS PREPARED FOR:
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PIPING PROFILES

DRAWN
CHECKED
DATE
SCALE
JOB NO.

NOTES:

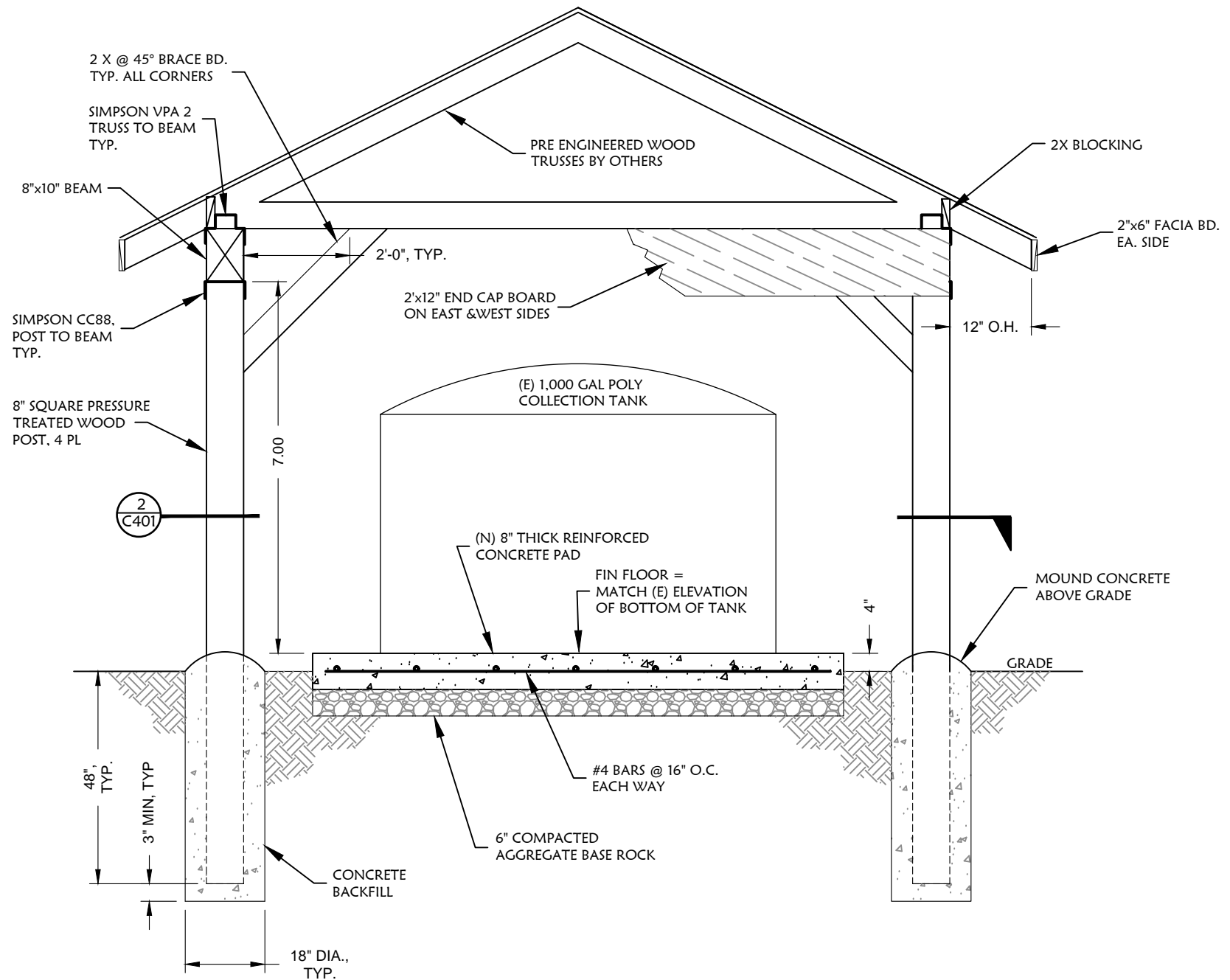
- 1) ALL CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4000 psi @ 28 DAYS.
- 2) ALL REBAR SHALL BE #4 UNLESS NOTED OTHERWISE.



2
C401 COLLECTOR TANK PAD
SCALE: 1" = 4'

NOTES:

- 1) ALL CONSTRUCTION MUST BE IN COMPLIANCE WITH THE LATEST EDITION OF THE UNIFORM BUILDING CODE (UBC) AND ALL LOCAL BUILDING STANDARDS.
- 2) THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THESE PLANS BEFORE BEGINNING CONSTRUCTION. IN THE EVENT OF ANY CHANGES, THE ENGINEER MUST BE NOTIFIED.
- 3) ALL FRAMING LUMBER SHALL BE DOUGLAS FIR #2 OR HIGHER, U.N.O.



1
C401 CROSS SECTION
SCALE: 3/8" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION	NO.

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PLANS PREPARED FOR:
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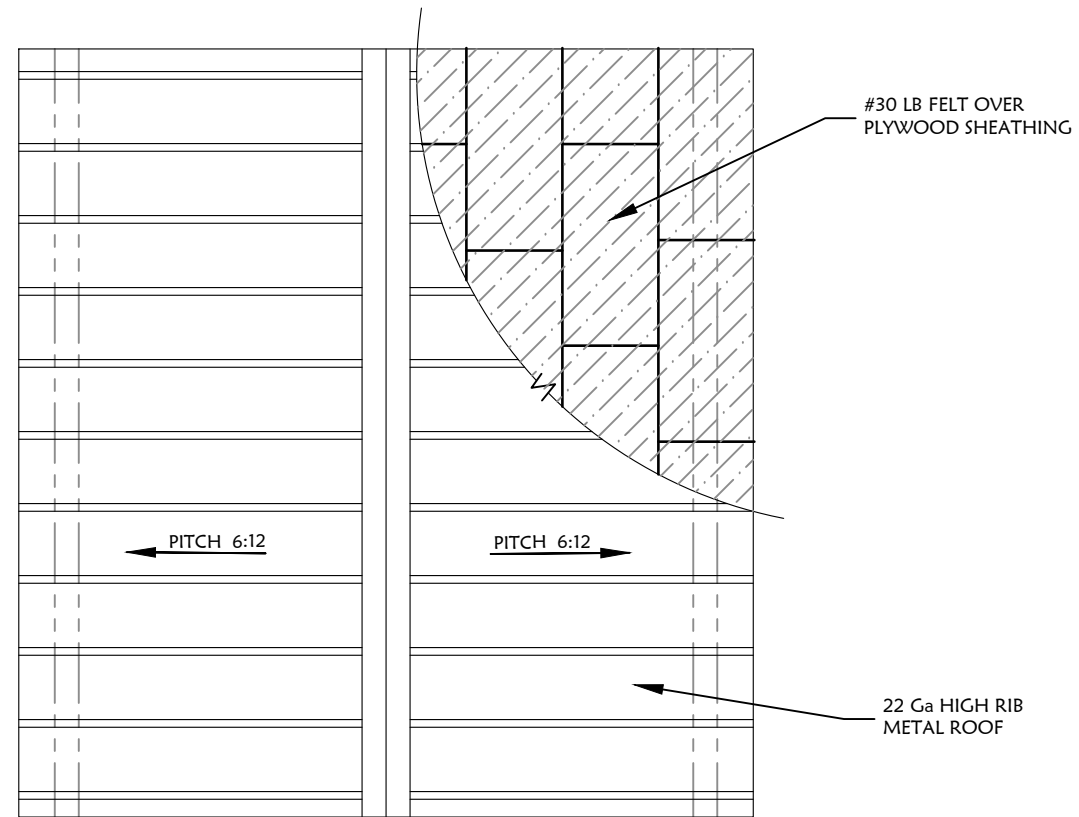
RAM SPRINGS
WATER SOURCE IMPROVEMENTS
COLLECTOR TANK PAD/ SECTION

DRAWN
ALTEC TECH1
CHECKED
DATE
MAR. 20, 2020
SCALE
AS NOTED
JOB NO.
ALLEGHANY SPRINGS

SHEET
C401
9 OF 20

ROOF NOTES:

1. PRE-MANUFACTURED WOOD TRUSSES @ 24" O.C. BY OTHERS. TRUSS MANUFACTURER TO SUPPLY TRUSS LAYOUT, AND LOAD CALCS AS PER SPECIFICATIONS.
2. 5/8" CDX PLYWOOD SHEATHING STAGGERED, GLUED AND NAILED 8d COM. @ 6" O.C. EDGES, 12" O.C. FIELD
3. 30# ROOFING PAPER OVERLAPPED 2" W/ CONTINUOUS SEALER; NO VERTICAL SEAMS
4. 22 GAUGE METAL ROOF HIGH RIB, 24" PANELS, FOREST GREEN.
5. SNOWLOAD: 150 LBS.



1
C401

COLLECTOR TANK ROOF PLAN

SCALE: 1" = 5'

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION	NO.

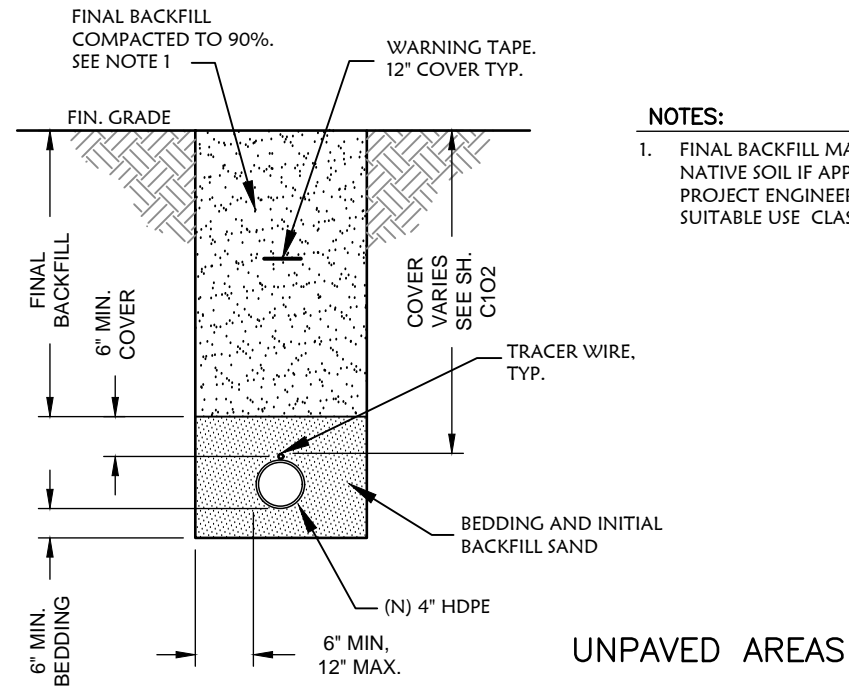
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PLANS PREPARED FOR:
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RAM SPRINGS
WATER SOURCE IMPROVEMENTS
COLLECTOR TANK ROOF PLAN

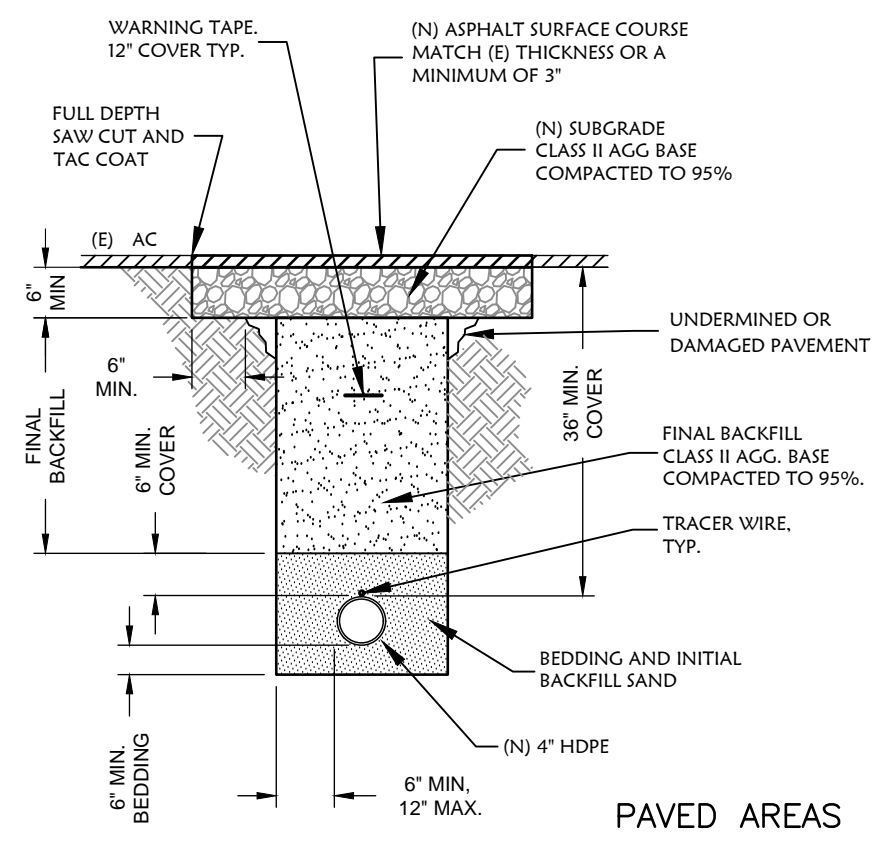
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CHECKED
DATE MAR. 20, 2020
SCALE AS NOTED
JOB NO. ALLEGHANY SPRINGS

SHEET
C402
10 OF 20

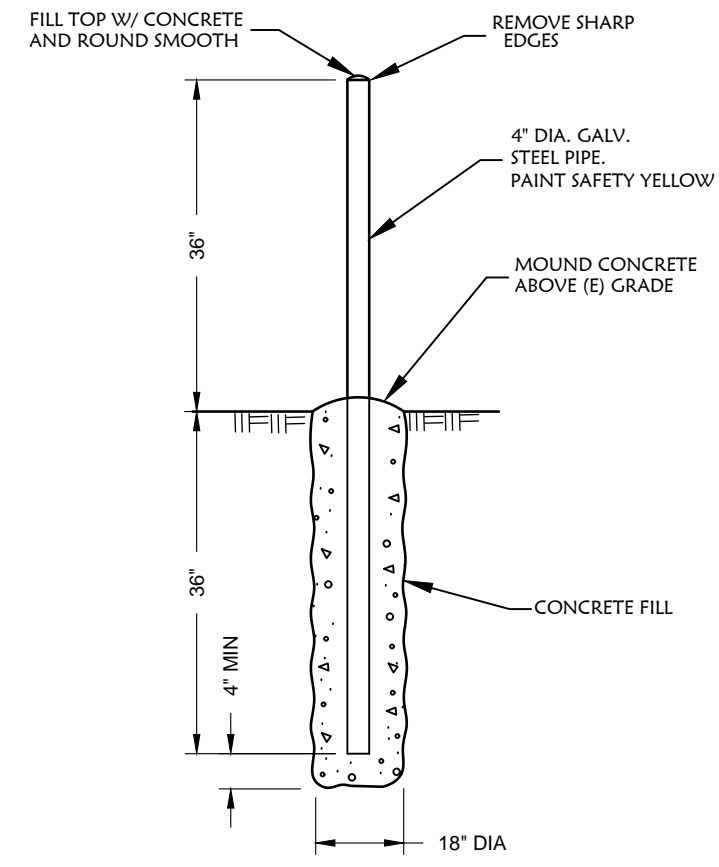


NOTES:
 1. FINAL BACKFILL MAY BE SUITABLE NATIVE SOIL IF APPROVED BY PROJECT ENGINEER. IF NOT DEEMED SUITABLE USE CLASS 2. AGG. BASE.

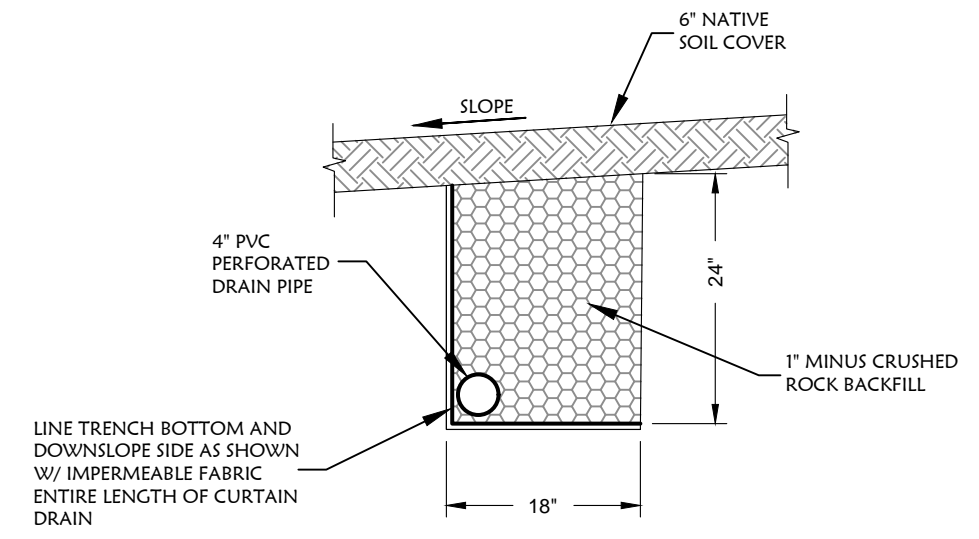
1 TYP. TRENCH DETAIL
 C501 NOT TO SCALE



2 TYP. TRENCH DETAIL
 C501 NOT TO SCALE



3 BOLLARD DETAIL
 C501 NOT TO SCALE



4 TYP. @ CURTAIN DRAIN
 C501 NOT TO SCALE

REVISION	NO.

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RAM SPRINGS WATER SOURCE IMPROVEMENTS
 CIVIL DETAILS

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 DATE
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 SCALE
 AS NOTED
 JOB NO.
 ALLEGHANY SPRINGS

SHEET
C501
 11 OF 20

PRELIMINARY
 NOT FOR CONSTRUCTION

REVISION	NO.

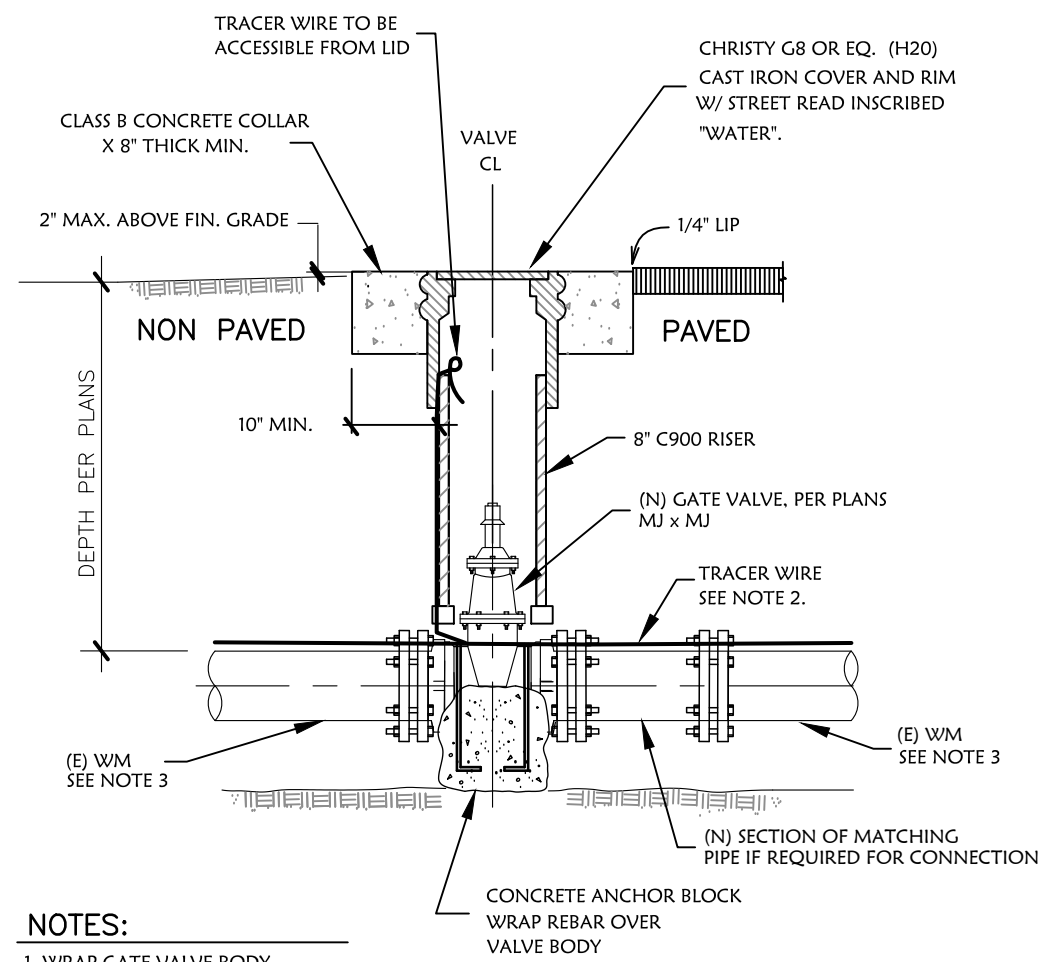
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RAM SPRINGS WATER SOURCE IMPROVEMENTS
 CIVIL DETAILS

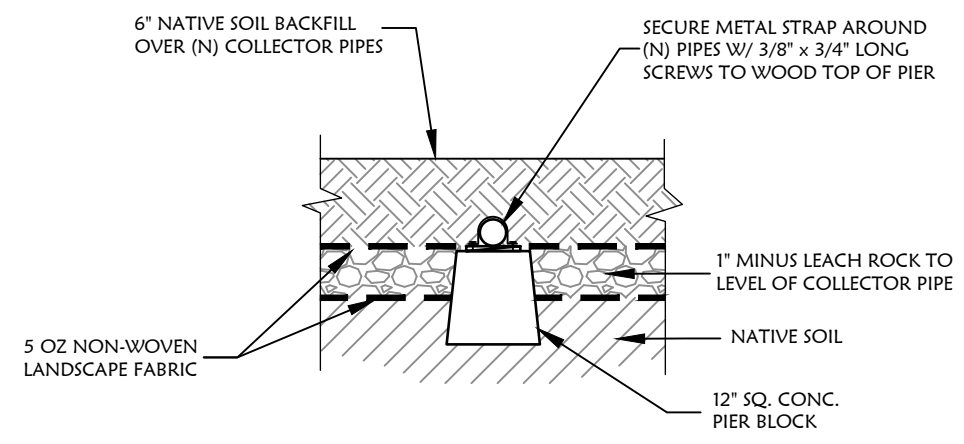
DRAWN
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 CHECKED
 DATE
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 SCALE
 AS NOTED
 JGB NO.
 ALLEGHANY SPRINGS

SHEET
C502
 12 OF 20

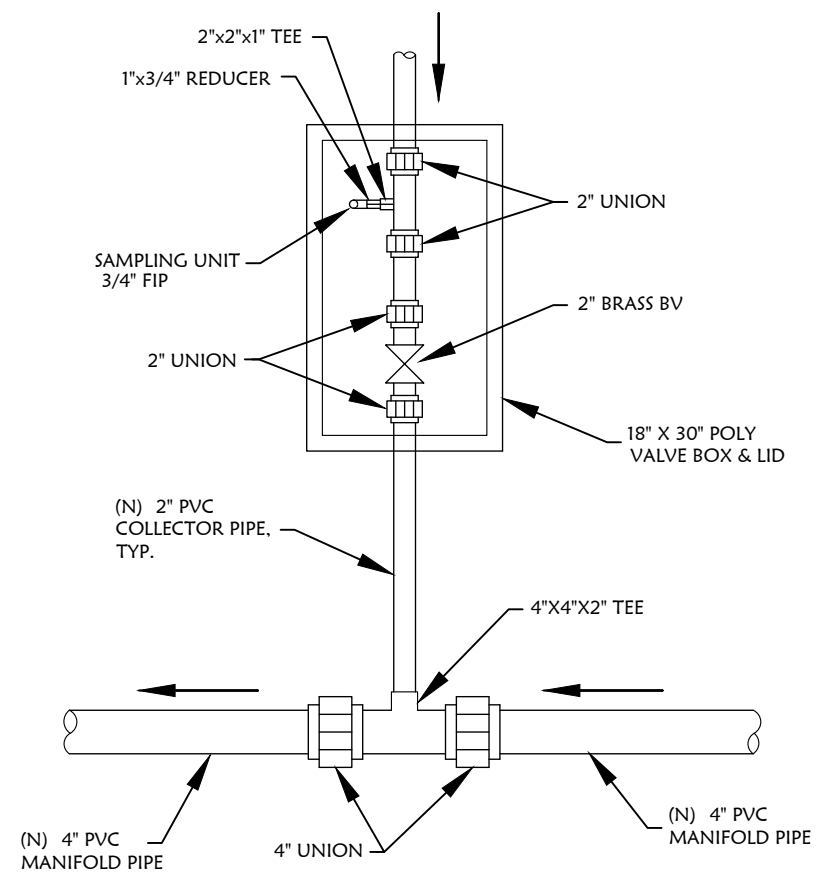


- NOTES:**
1. WRAP GATE VALVE BODY AND CHECK VALVE W/ 6 MIL POLY WRAP.
 2. SECURE TRACER WIRE TO TOP OF PIPE PER PLANS.
 3. CONTRACTOR TO VERIFY PIPE TYPE AND DEPTH BEFORE INSTALLATION OF (N) GV

1 **C502** **TYP. GATE VALVE DETAIL**
 NOT TO SCALE



3 **C502** **TYP. SECTION**
 NOT TO SCALE



2 **C502** **TYP. VALVE BOX DETAIL**
 NOT TO SCALE

PRELIMINARY
 NOT FOR CONSTRUCTION

REVISION	NO.

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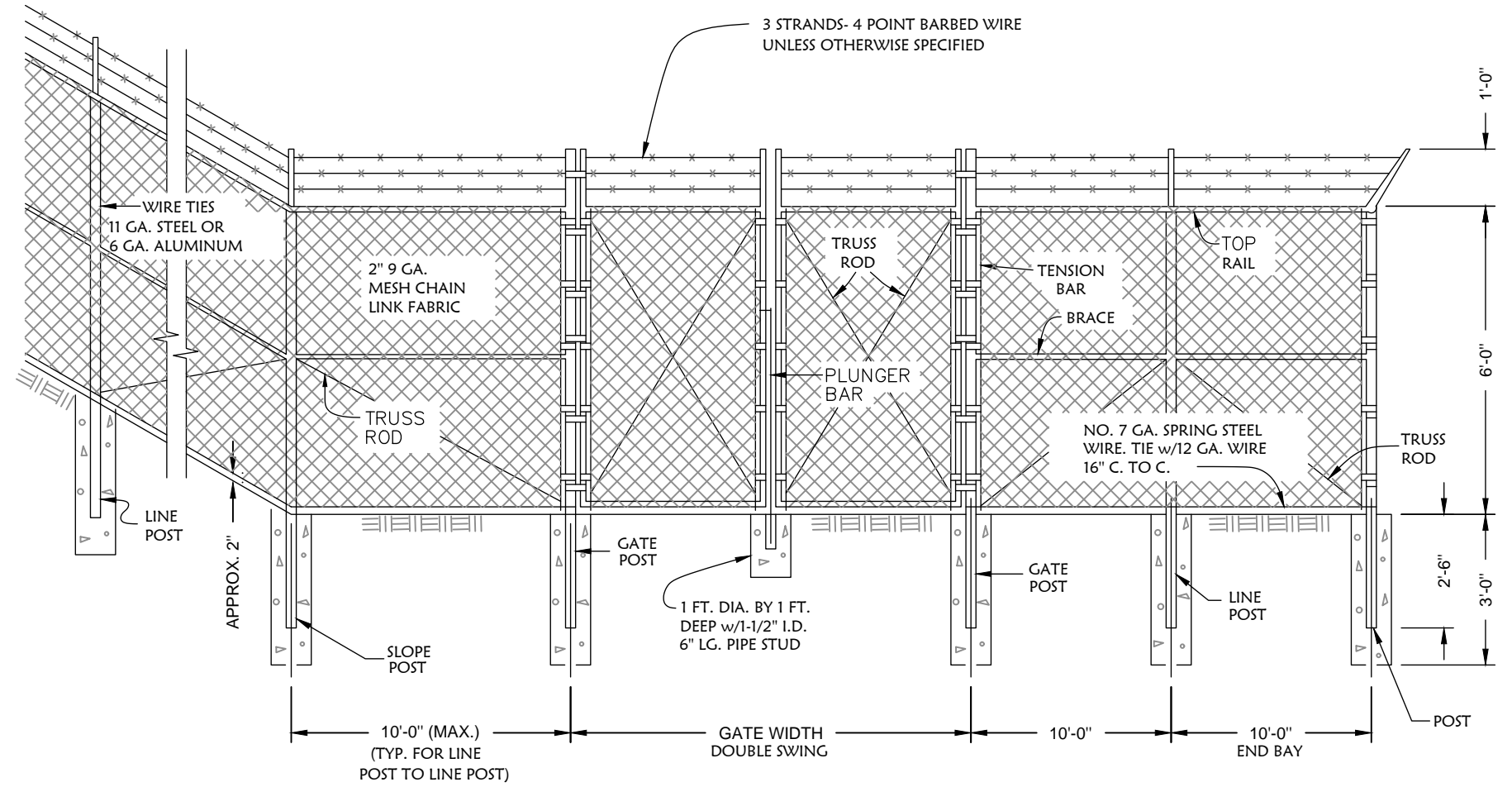
RAM SPRINGS WATER SOURCE IMPROVEMENTS
CIVIL DETAILS

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 DATE
 MAR. 20, 2020
 SCALE
 AS NOTED
 JGB NO.
 ALLEGHANY SPRINGS

SHEET
C503
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MEMBER	SIZE
LINE POST	2-1/2" OUTSIDE DIAMETER
END POST	3" OUTSIDE DIAMETER
CORNER POST	" "
SLOPE POST	" "
TENSION BAR	3/16" x 3/4" FLAT
GATE POST	4" OUTSIDE DIAMETER
TOP RAIL	1-5/8" OUTSIDE DIAMETER
BRACE	" "

- NOTES:
- 1) ALL BARBED WIRE CONNECTION TO TUBULAR POSTS TO BE MADE w/GALV. BANDS BOLTED AROUND POSTS.
 - 2) ALL CONCRETE SHALL BE 4000 P.S.I., CLASS B.
 - 3) ALL PIPE POSTS SHALL BE CAPPED.



1 CHAIN LINK FENCE DETAIL
 C503 NOT TO SCALE

PRELIMINARY
 NOT FOR CONSTRUCTION

REVISION	NO.

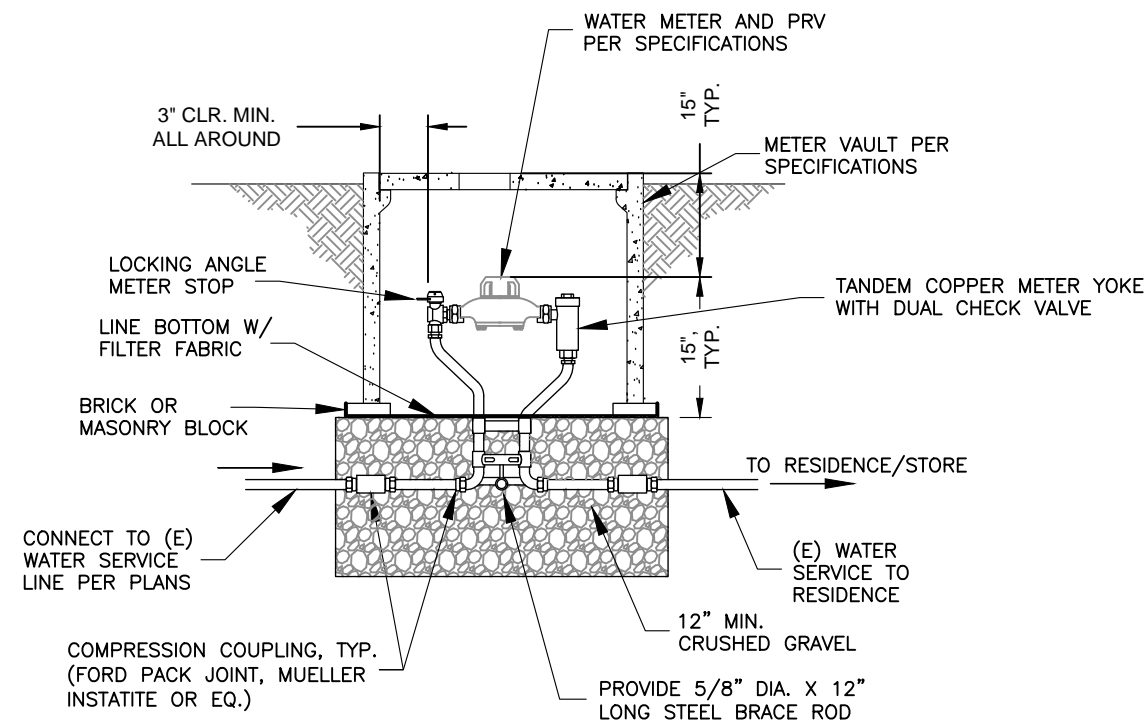
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RAM SPRINGS WATER SOURCE IMPROVEMENTS
 CIVIL DETAILS

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 JOB NO.
 ALLEGHANY SPRINGS

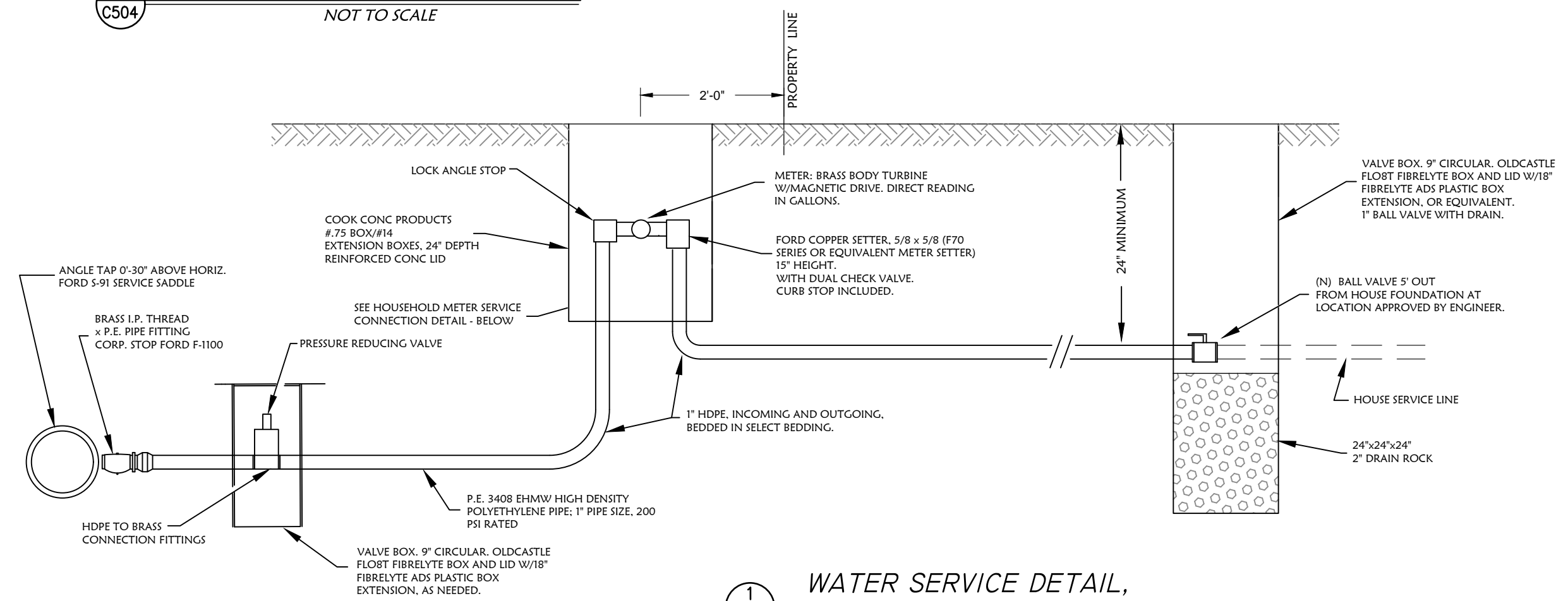
SHEET
C504
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2 WATER METER DETAIL
 C504 NOT TO SCALE

- NOTES:
- ALL THREADED FITTINGS (CORP STOP, PE CONNECTORS) FOR PE PIPE ARE TO BE IPS THREADS, SAME SIZE AS WSL AND METER, AWWA OR OTHER SPECIAL THREADS NOT ALLOWED.
 - OUTLET TO COPPER SETTER IS TO HAVE A TEST/DRAIN VALVE TO ALLOW DRAINING OF HOUSE LINES.
 - SADDLES AND CORP STOPS ARE REQUIRED ON ALL MAINS FOR ALL SERVICE TYPES.
 - PROVIDE "T" OR TRAFFIC TYPE LID ON METER BOXES IN ALL AREAS SUBJECT TO TRAFFIC ACCESS (METER BOXES WILL NOT SUPPORT VEHICLE LOAD). LOCATIONS TO BE STAKED BY PROJECT ENGINEER.
 - ALL METER BOXES MUST BE SET TRUE, PERPENDICULAR TO STREET AND FLUSH WITH EXISTING SURFACE.
 - DOUBLE CHECK VALVE ON HOMEOWNERS SIDE OF METER.

NOTE:
 PROJECT TECHNICAL SPECIFICATIONS, SECTION 02518, SHALL SUPERCEDE THIS TYPICAL DRAWING WITH RESPECT TO CONFLICT BETWEEN PLANS AND SPECIFICATIONS.



1 WATER SERVICE DETAIL,
 C504

PRELIMINARY
 NOT FOR CONSTRUCTION

REVISION	NO.

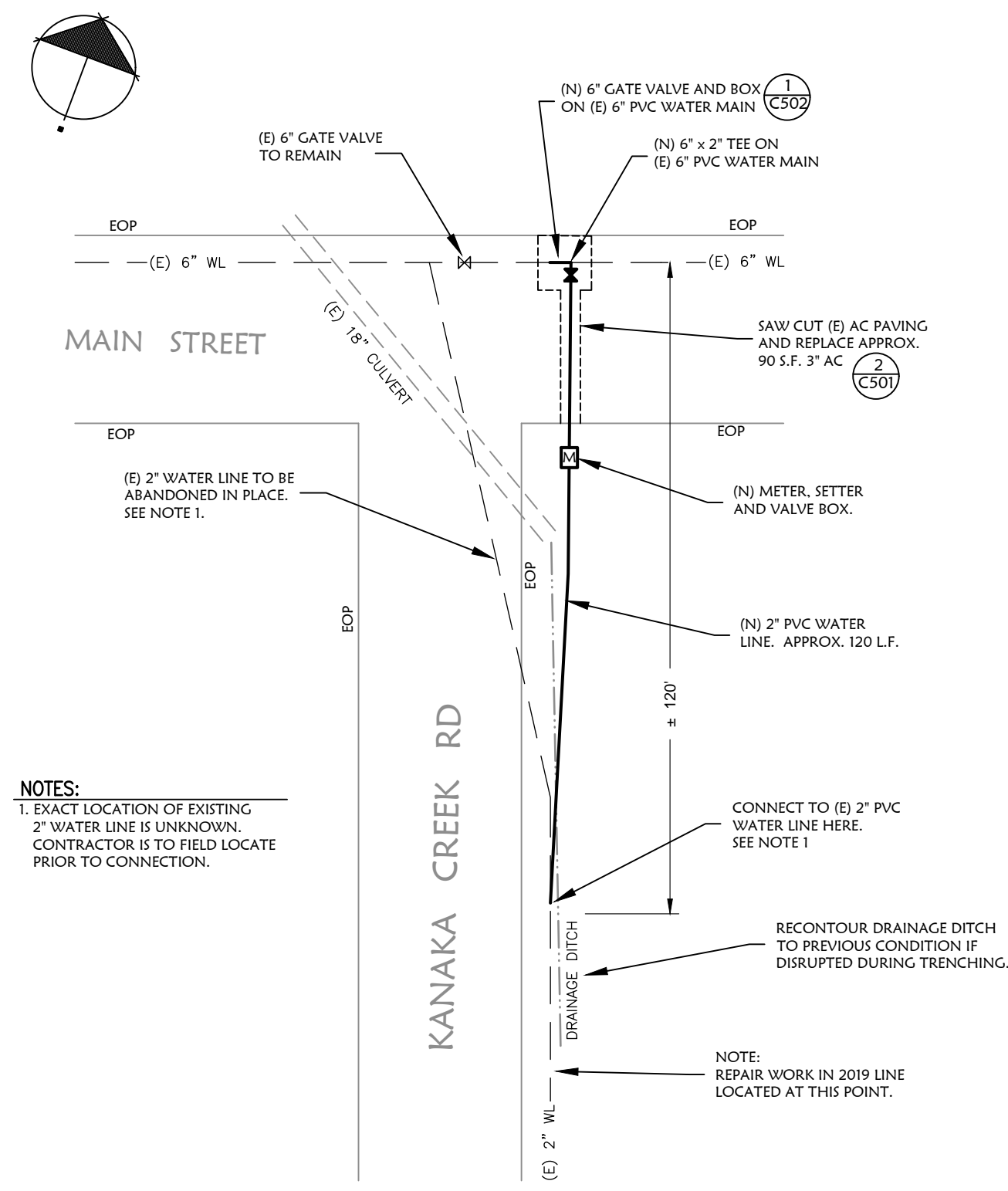
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RAM SPRINGS WATER SOURCE IMPROVEMENTS
CIVIL DETAILS

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 CHECKED
 DATE
 MAR. 20, 2020
 SCALE
 AS NOTED
 JOB NO.
 ALLEGHANY SPRINGS

SHEET
C505
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NOTES:
 1. EXACT LOCATION OF EXISTING 2" WATER LINE IS UNKNOWN. CONTRACTOR IS TO FIELD LOCATE PRIOR TO CONNECTION.

1
C505
GATE VALVE REPAIR DETAIL
 NOT TO SCALE

PRELIMINARY
 NOT FOR CONSTRUCTION

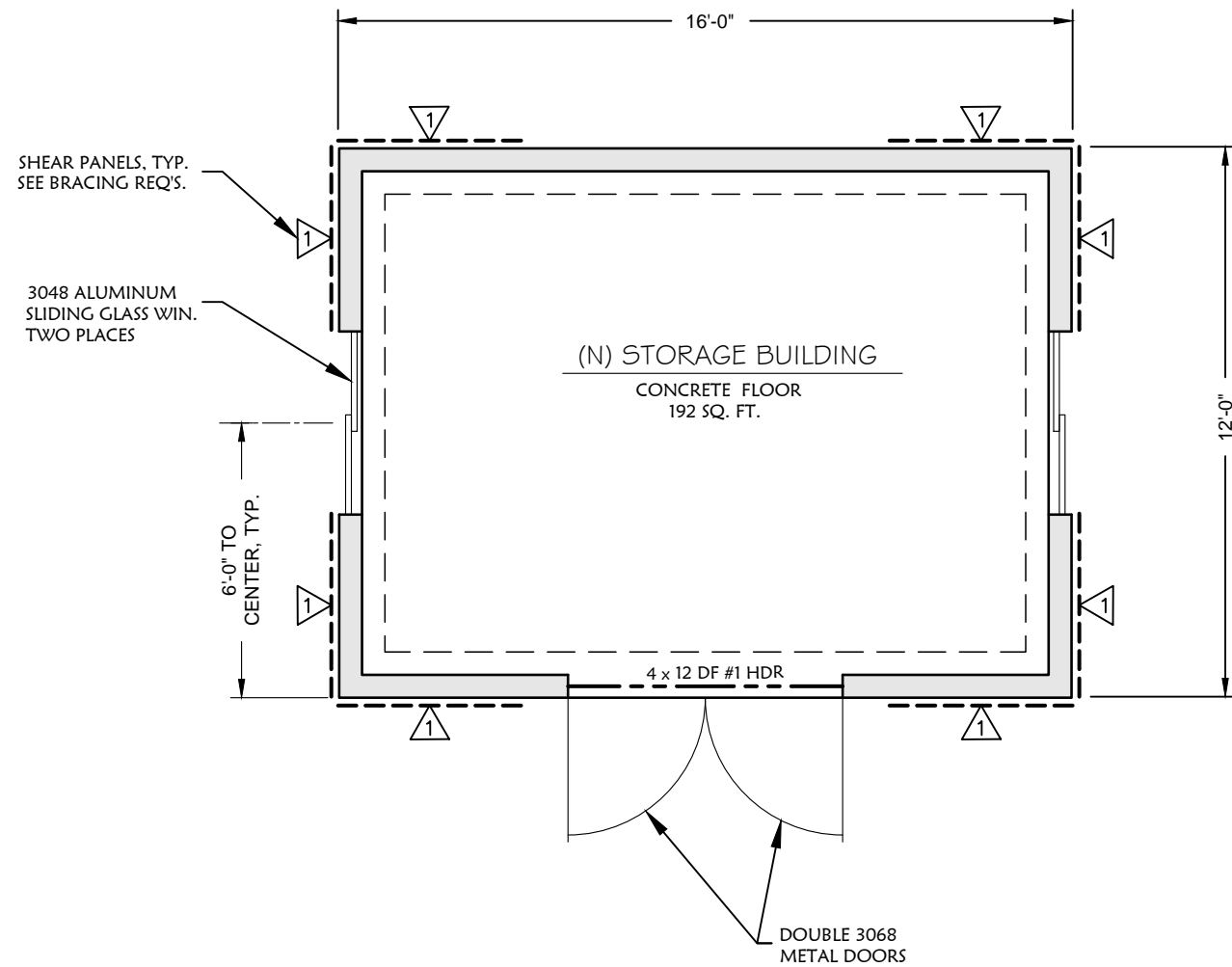
GENERAL CONSTRUCTION NOTES:

- 1) ALL CONSTRUCTION MUST BE IN COMPLIANCE WITH THE LATEST EDITION OF THE UNIFORM BUILDING CODE (UBC) AND ALL LOCAL BUILDING STANDARDS.
- 2) THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THESE PLANS BEFORE BEGINNING CONSTRUCTION. IN THE EVENT OF ANY CHANGES, THE ENGINEER MUST BE NOTIFIED.
- 3) ALL FRAMING LUMBER SHALL BE DOUGLAS FIR #2 OR HIGHER, U.N.O.
- 4) BOLT HEADS AND NUTS AGAINST WOOD SHALL BEAR AGAINST STANDARD STEEL WASHERS.
- 5) LAG SCREWS SHALL BE TURNED, NOT DRIVEN, INTO PRE-DRILLED HOLES OF 2/3 SHANK DIA.
- 6) ALL STUDS TO HAVE DOUBLE TOP PLATES THE SAME DIRECTION AS THE STUDS. PLATES TO BE LAPPED A MIN. OF 48" BETWEEN SPLICES AND SHALL BE CONNECTED TOGETHER WITH A MIN. OF (12) 16d NAILS @ EACH SIDE OF JOINT.
- 7) ALL FRAMING ANCHORS, CLIPS, STRAPS, HANGERS, HOLDOWNS, etc.. SHALL BE "SIMPSON" OR EQUIVALENT.
- 8) ANCHOR BOLTS TO BE 1/2" DIA X 10" LG. AND MUST BE EMBEDDED 7" MIN. INTO CONCRETE.
- 9) ANCHOR BOLTS SHALL NOT BE CLOSER THAN 7 DIAMETERS TO END OF PLATES AND CORNERS, AND @ 5'-0" O/C MAX. USE 2" SQ. X 3/16" PLATE WASHER TYP.
- 10) PROVIDE 1/150 VENTILATION FOR ATTIC SPACE.
- 11) VERTICAL STUDS SHALL BE 2"x6", SPACED AT 16" O.C. MINIMUM 3 STUDS AT CORNERS
- 12) FINISH INTERIOR WALLS AND CEILING WITH SINGLE LAYER 5/8" TYPE 'X' GYP.
- 13) INSULATION IN WALLS = R19 INSULATION IN CEILING = R30
- 14) 15# BUILDING PAPER SHALL BE APPLIED OVER FRAMING BEFORE INSTALLING SIDING
- 15) SIDING: 7/16" TEXTURED OSB SIDING (GROOVES 8" O.C.)

NAILING SCHEDULE:

1. STUD TO SOLE PLATE: 4-8d, TOENAIL OR 2-16d, END NAIL
2. TOP PLATE TO STUD: 2-16d, END NAIL
3. DOUBLE STUDS, FACE NAIL: 16d @ 24" O.C.
4. DOUBLE TOP PLATES, TYPICAL FACE NAIL: 16d @ 24" O/C
5. BLOCKING (BETWEEN RAFTERS) TO TOP PLATE: 3-8d, TOENAIL
6. TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL: 2-16d
7. CONTINUOUS HEADER, TWO PIECES: 16d @ 16" O/C ALONG EACH EDGE
8. COLLAR BEAM TO TOP PLATE: 3-8d, TOENAIL
9. COLLAR BEAM TO PARALLEL RAFTERS: 3, 3/8" x 3-1/2" LAG BOLTS
10. RAFTER TO TOP PLATE: 3-8d, TOENAIL OR USE 1-PIECE HURRICANE TIE
11. SIDING AND ROOF SHEATHING: 6d NON-CORROSIVE NAILS SPACED 6" O.C. AT EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS (COMMON OR DEFORMED SHANK)

1 BRACING REQ.'S
THERMO-PLY SHEATHING, NAIL W/ FLAT HEAD NO.11 GAUGE GALV. ROOFING NAILS, 1 1/4" LONG @ 3" O.C. EDGES AND 3" O.C. INTERMEDIATE.



1
A101

FLOOR PLAN

SCALE: 1/4" = 1'

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION	NO.

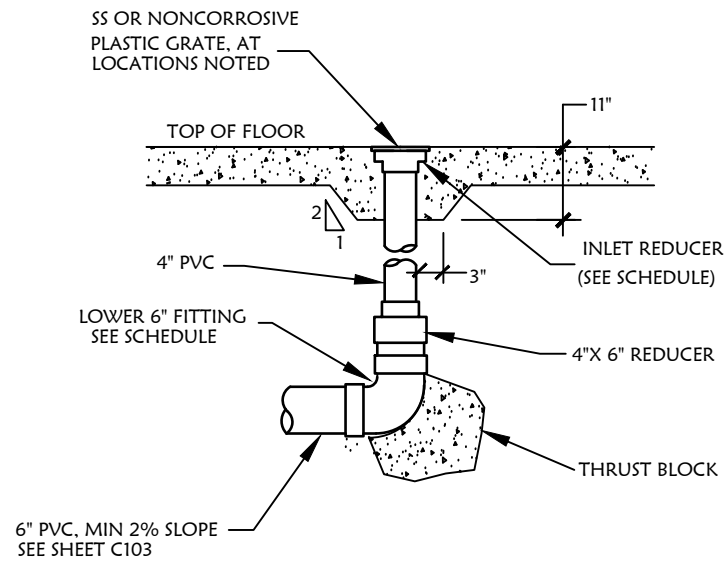
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PLANS PREPARED FOR:
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WATER DISTRICT

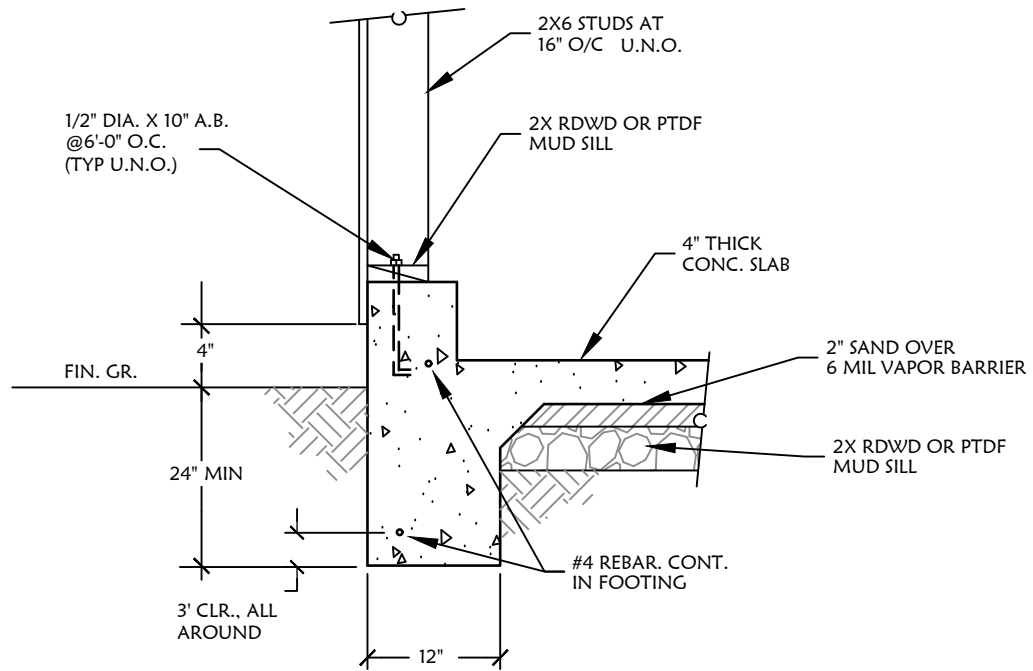
RAM SPRINGS
WATER SOURCE IMPROVEMENTS
FLOOR PLAN

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DATE MAR. 20, 2020
SCALE AS NOTED
JOB NO. ALLEGHANY SPRINGS

SHEET
A101
16 OF 20



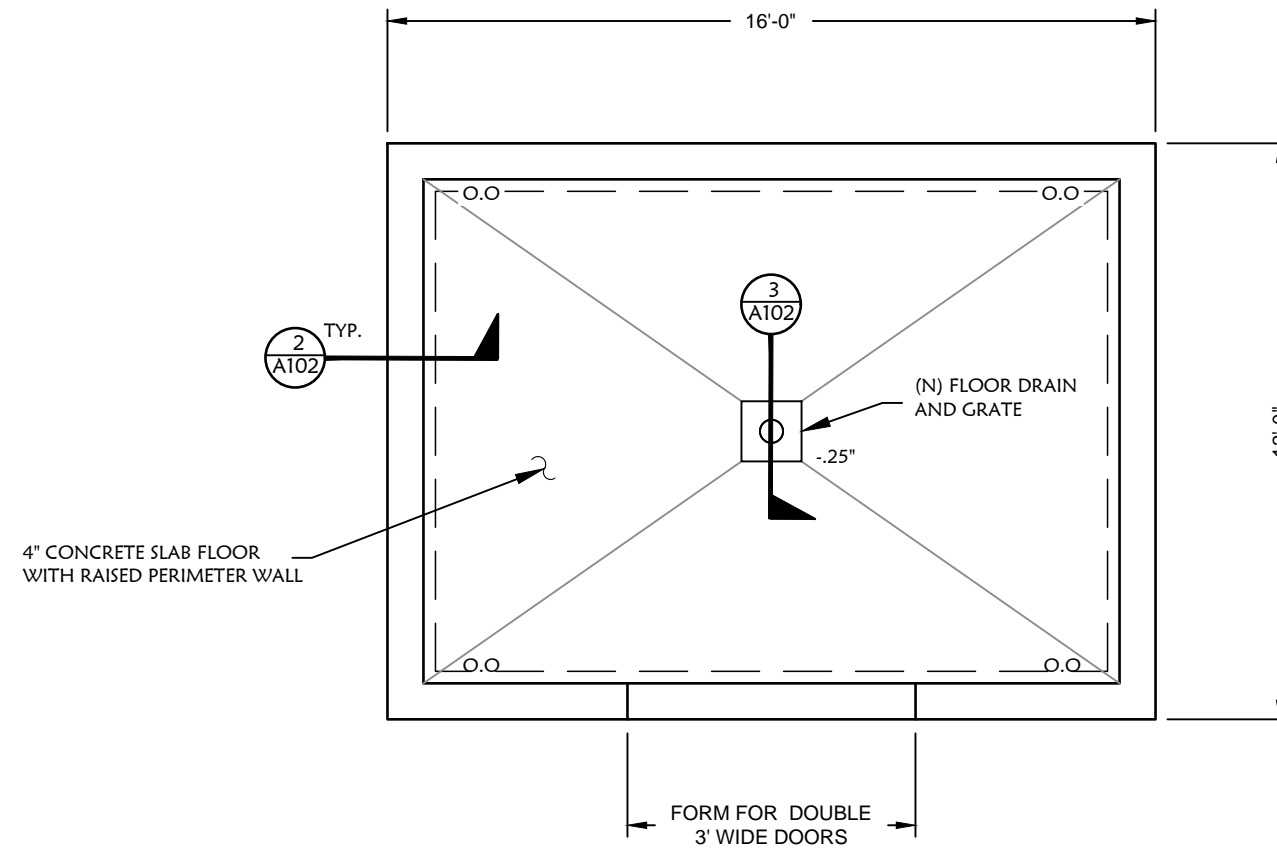
3
A102 **DRAIN DETAIL**
NOT TO SCALE



2
A102 **FOOTING DETAIL**
NOT TO SCALE

FOUNDATION NOTES

- 1) ALL CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4000 psi @ 28 DAYS.
- 2) ALL REBAR SHALL BE #4 UNLESS NOTED OTHERWISE.
- 3) ALL HORIZ. LAPS SHALL BE STAGGERED @ 5'-0" MIN.
- 4) FOUNDATION AND FOOTINGS SHALL BE LEVEL AND SHALL BEAR ON FIRM, UNDISTURBED SOIL OR ON FILL COMPACTED TO 90% RELATIVE DENSITY.
- 5) ANCHOR BOLTS TO BE 1/2" DIA X 10" LONG AND MUST BE EMBEDDED 7" MIN INTO CONC. @ 5'-0" O/C. USE 2" SQ X 3/16" PLATE WASHER TYPICAL.
- 6) ANCHOR BOLTS SHALL NOT BE CLOSER THAN 7 DIAMETERS TO END OF PLATES AND CORNERS.
- 7) ALL EMBEDDED ANCHOR BOLTS SHALL BE SECURE IN PLACE BEFORE INSPECTION.
- 8) CURE AND SEAL ALL AREAS. BROOM FINISH



1
A102 **FOUNDATION PLAN**
SCALE: 1/4" = 1'

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION	NO.

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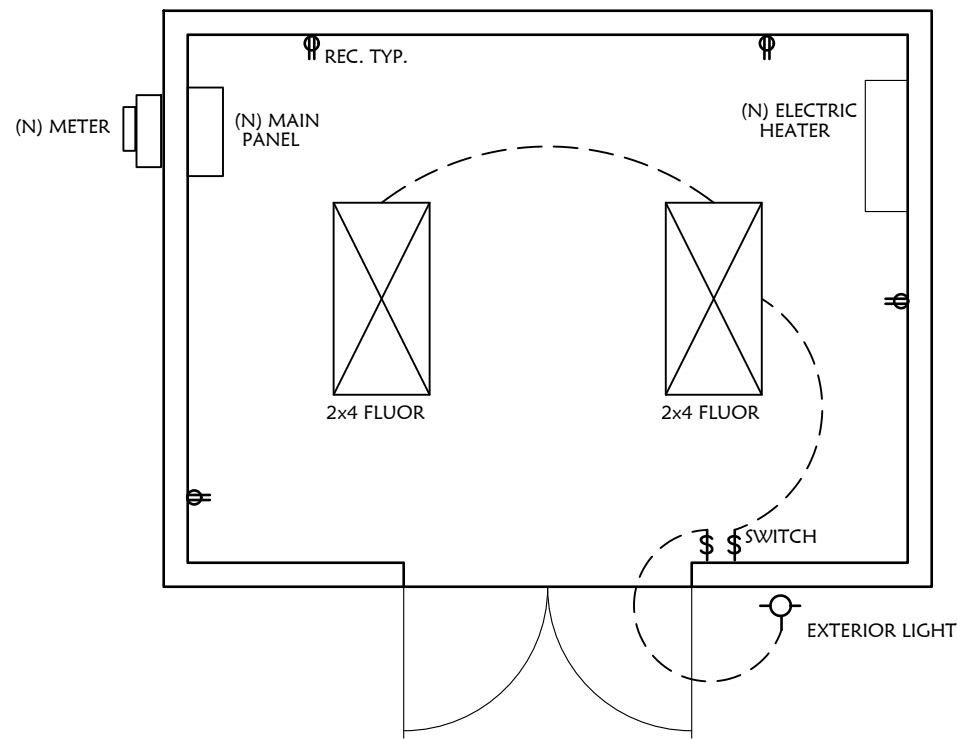
PLANS PREPARED FOR:
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WATER DISTRICT

RAM SPRINGS
WATER SOURCE IMPROVEMENTS
BUILDING FOUNDATION PLAN

DRAWN ALTEC TECH1
CHECKED
DATE MAR. 20, 2020
SCALE AS NOTED
JOB NO. ALLEGHANY SPRINGS

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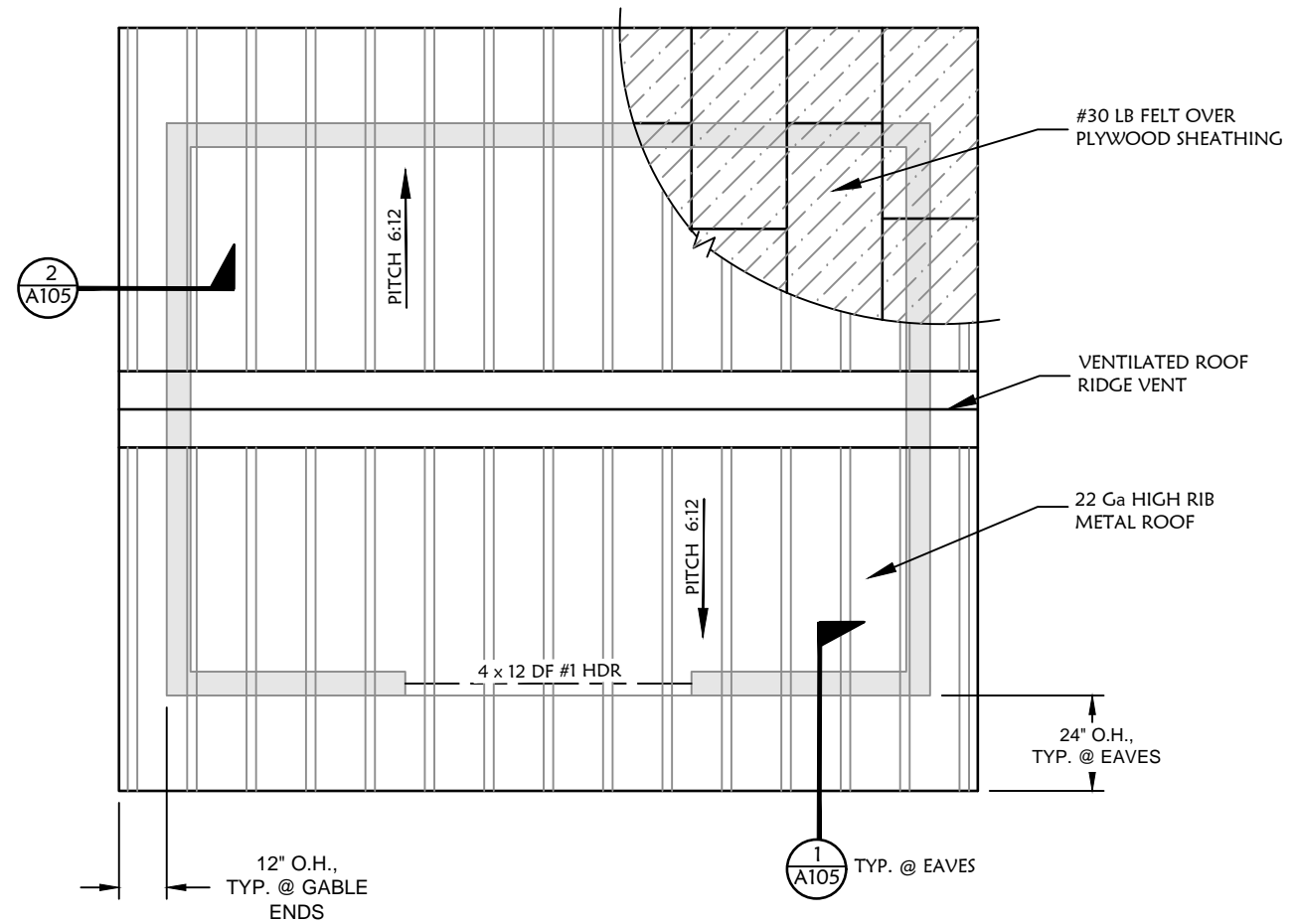
ELECTRIC NOTES:



2
A103 **ELECTRIC PLAN**
SCALE: 1/4" = 1'

ROOF NOTES:

1. PRE-MANUFACTURED WOOD TRUSSES @ 24" O.C. BY OTHERS. TRUSS MANUFACTURER TO SUPPLY TRUSS LAYOUT, AND LOAD CALCS AS PER SPECIFICATIONS.
2. 30# ROOFING PAPER OVERLAPPED 2" W/ CONTINUOUS SEALER; NO VERTICAL SEAMS
3. 5/8" CDX PLYWOOD SHEATHING STAGGERED, GLUED AND NAILED 8d COM. @ 6" O.C. EDGES, 12" O.C. FIELD
4. 22 GAUGE METAL ROOF HIGH RIB, 24" PANELS, FOREST GREEN.
5. SNOWLOAD: 150 LBS.
6. PROVIDE ADEQUATE ATTIC VENTILATION PER SEC 1505.3 UBC



1
A103 **ROOF PLAN**
SCALE: 1/4" = 1'

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION	NO.

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WATER DISTRICT

RAM SPRINGS
WATER SOURCE IMPROVEMENTS
ROOF PLAN, ELECTRIC PLAN

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DATE	MAR. 20, 2020
SCALE	AS NOTED
JOB NO.	ALLEGHANY SPRINGS

SHEET
A103
18 OF 20

REVISION	NO.

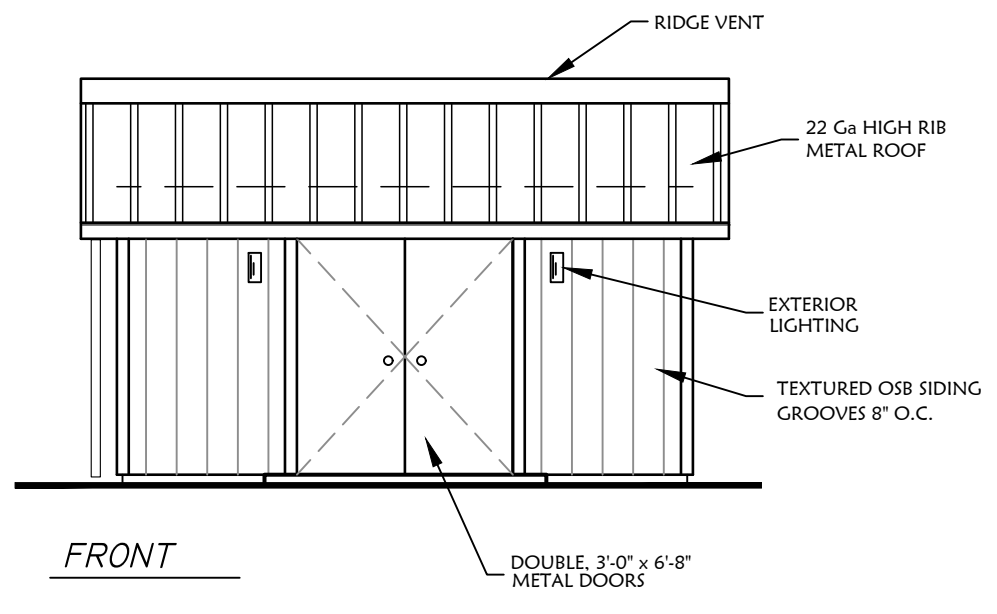
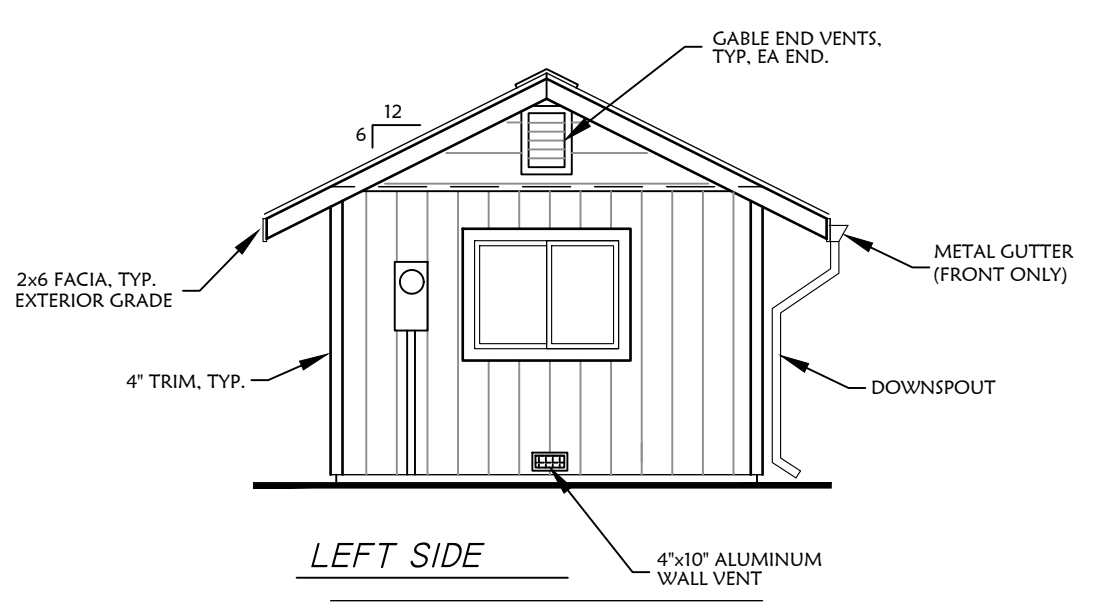
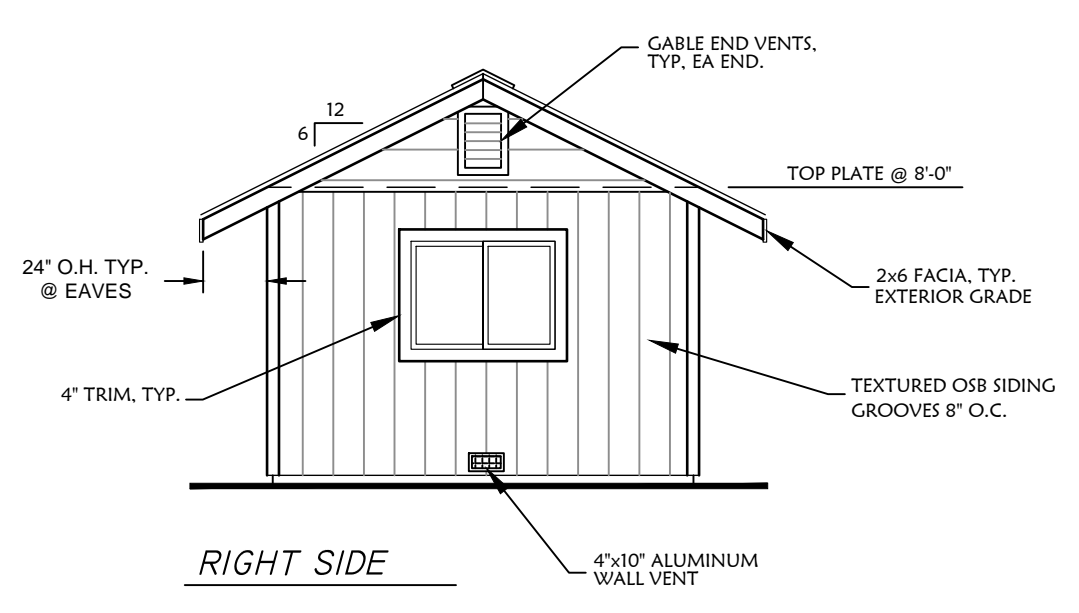
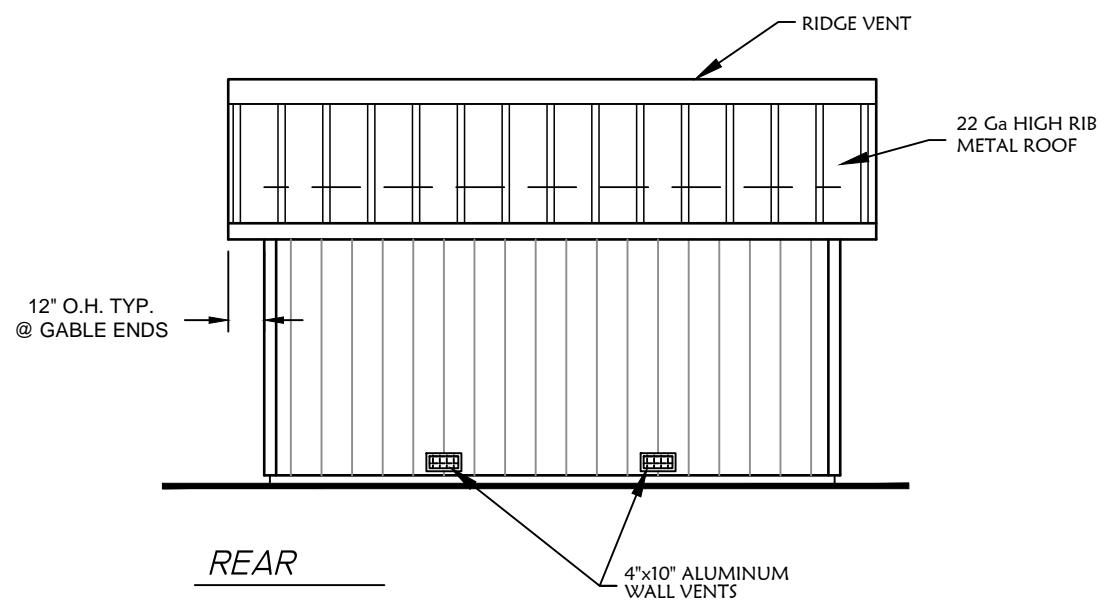
PLANS PREPARED BY:
ALTEC ENGINEERING
 333 N. MAIN STREET
 ALTOONA, PA
 (550) 233-2453
 CIVIL ENGINEERING &
 LAND SURVEYING

PLANS PREPARED FOR:
ALLEGHANY COUNTY
WATER DISTRICT

RAM SPRINGS
WATER SOURCE IMPROVEMENTS
BUILDING ELEVATIONS

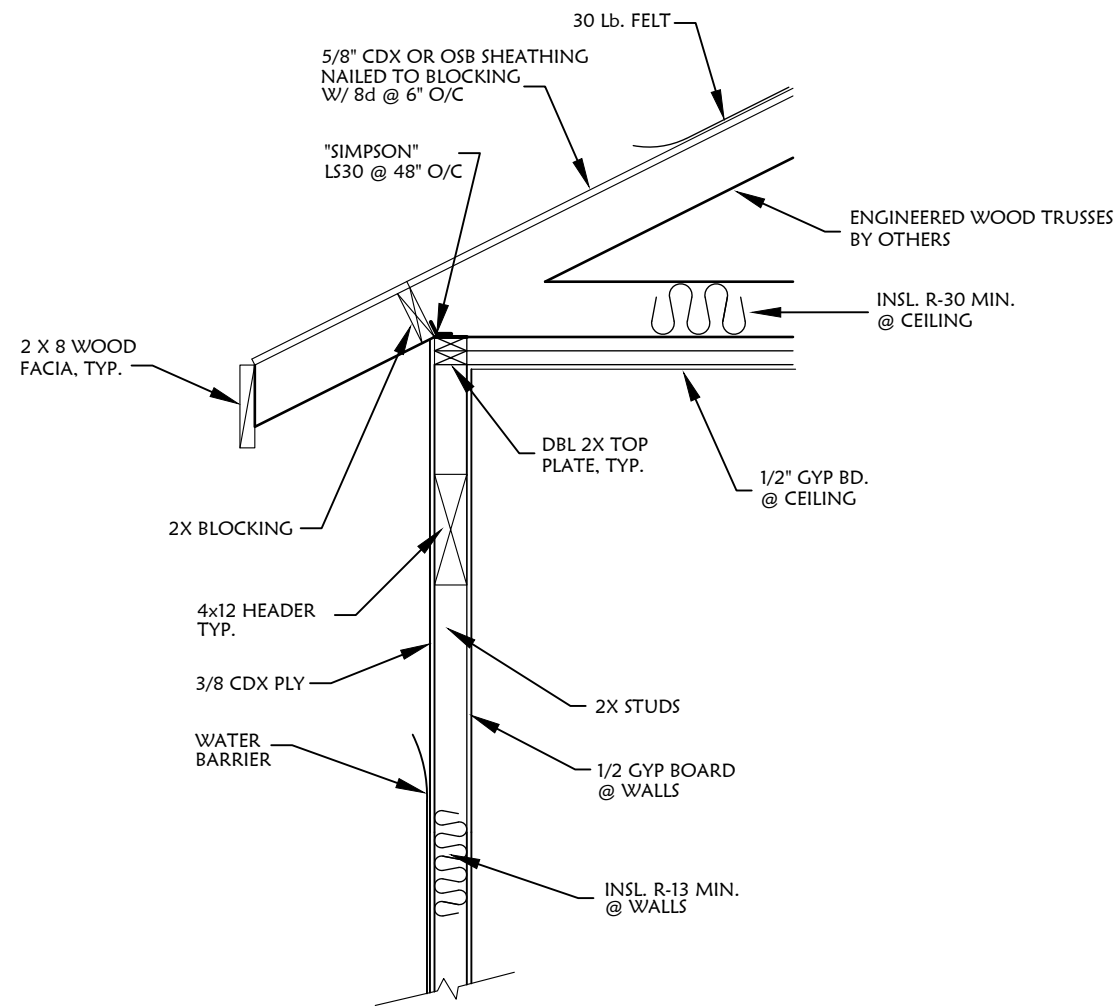
DRAWN
 ALTEC TECH1
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 DATE
 MAR. 20, 2020
 SCALE
 AS NOTED
 JOB NO.
 ALLEGHANY SPRINGS

SHEET
A104
 19 OF 20



1
A104 **BUILDING ELEVATIONS**
 SCALE: 3/16" = 1'

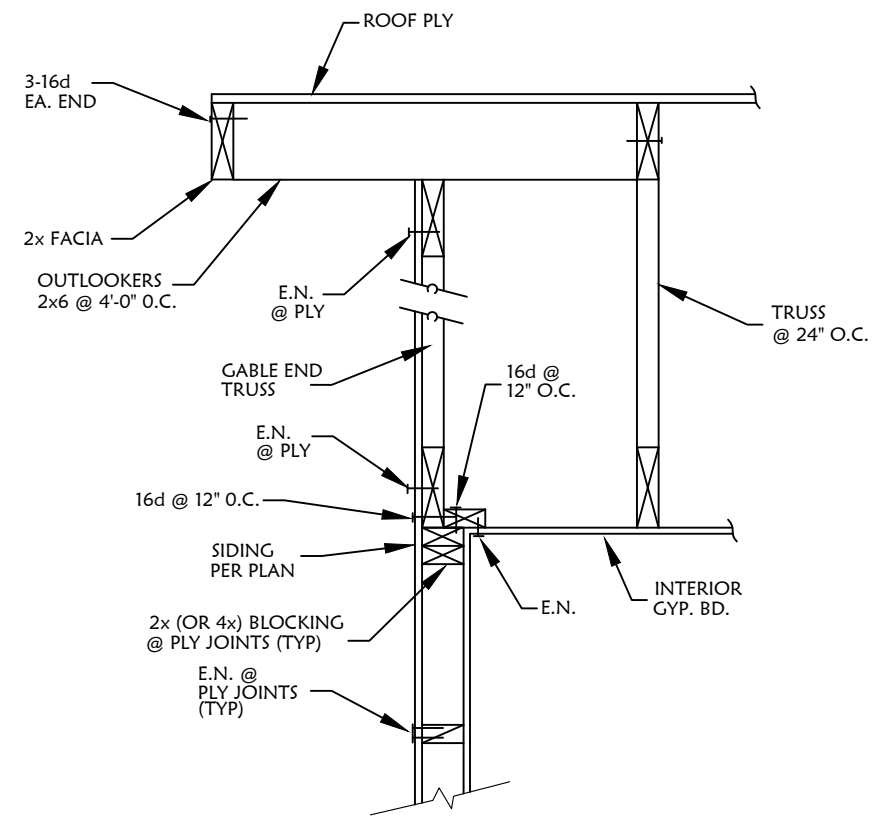
PRELIMINARY
NOT FOR CONSTRUCTION



1
A105

BUILDING SECTION @ EAVE

NOT TO SCALE



2
A105

GABLE END DETAIL

NOT TO SCALE

REVISION	NO.

PLANS PREPARED BY:
ALTEC ENGINEERING
333 N. MAIN STREET
ALTURAS, CA
(550) 233-2453
CIVIL ENGINEERING &
LAND SURVEYING

PLANS PREPARED FOR:
**ALLEGHANY
COUNTY
WATER DISTRICT**

RAM SPRINGS
WATER SOURCE IMPROVEMENTS

DETAILS

DRAWN
ALTEC TECH1
CHECKED

DATE
MAR. 20, 2020

SCALE
AS NOTED

JGB NO.
ALLEGHANY SPRINGS

SHEET
A105
20 OF 20

**PRELIMINARY
NOT FOR CONSTRUCTION**

DRAFT PROJECT MANUAL

Contract Documents and Technical Specifications

For

RAM SPRINGS SITE IMPROVEMENTS ALLEGHANY COUNTY WATER DISTRICT Sierra County, California

March 2020



Prepared For:

Alleghany County Water District
P.O. Box 860
Alleghany, California 95910

Prepared by:

Altec Engineering
P.O. Box 758
Alturas, California 96101
530-233-2453

SPECIAL NOTICE

WAGE REQUIREMENTS

Notice is hereby given that California Department of Industrial Relations wage rates apply to this work for contractors and sub-contractors. Please see website at www.dir.ca.gov/OPRL/DPreWageDetermination for current rates.

AMERICAN STEEL

EPA's "American Iron and Steel" provision requires Clean Water State Revolving Fund and Drinking Water State Revolving Fund assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance or repair of a public water system or treatment works.

This project requires the use and incorporation of iron and steel products produced in the United States.

A partial list of those products includes: Pipes and fittings, manhole covers, municipal castings, hydrants, tanks flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, bollards, rebar.

Product Certification Letters shall be delivered to the worksite from the final manufacturer, vendor or contractor prior to product delivery to the jobsite. Certification Letters shall list: Name of product, where it was made, to whom it was delivered, signature, and reference to the AIS requirements.

For additional information: www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement

PROJECT DURATION AND SCHEDULE IS SUBJECT TO EPA EROSIIVITY WAIVER

Attention is directed to the Erosivity Waiver for the U.S. EPA NPDES Stormwater Discharge Permit which restricts the construction dates for this project to the following:

June 8 to September 25.

Contractor shall be solely responsible and liable for penalties, permit extensions and applications if project work occurs outside of the above dates.

STAMPED ENGINEERING DESIGN REQUIRED FOR ROOF TRUSSES

Attention is directed to Specifications Section 06173 and Plans Sheet C401 and A103: Requirement to submit stamped engineering design for roof trusses.

CALIFORNIA LICENSE D-49 REQUIRED FOR TREE FELLING

Attention is directed to Specifications Section 02230 and Plans Sheet T102: Tree felling of trees larger than 9-inch diameter shall be performed by a California contractor with a C61/D-49 Tree Service license.

BIDDING AND CONTRACT DOCUMENTS

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DIVISION 0 – BIDDING AND CONTRACTING REQUIREMENTS

BIDDING REQUIREMENTS

- 00105 Invitation to Bid
- 00300 Instructions to Bidders and Wage Requirements
- 00412 Bid Form – Unit Price
- 00420 Non Collusion Affidavit
- 00421 Debarment / Suspension Statement. PCC 10162, 10232
- 00430 Bid Bond

CONTRACTING REQUIREMENTS

- 00510 Notice of Award
- 00521 Agreement
- 00550 Notice to Proceed
- 00610 Performance Bond
- 00615 Payment Bond
- 00620 Contractor's Application for Payment
- 00625 Certification of Substantial Completion
- 00710 Standard General Conditions
- 00815 Supplementary Conditions – EJCDC
- 00940 Work Change Directive
- 00941 Change Order

DIVISION 1 – GENERAL REQUIREMENTS

- 01200 Price and Payment Procedures
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BIDDING AND CONTRACT DOCUMENTS

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02311	Earthwork / Rough Grading
02324	Trenching
02370	Erosion and Sediment Control
02420	Crushed Rock
02430	Aggregate Base
02440	Asphalt Concrete
02512	Site Water Distribution
02514	Water Service Connections
02516	Disinfection of Water Distribution
02822	Chain Link Fences and Gate
03100	Concrete Forms and Accessories
03300	Cast in Place Concrete
04120	Sample Lab / Storage Building Structural
06112	Framing and Sheathing
06173	Wood Trusses
07469	Wood Siding
07610	Metal Roof Systems
08114	Door Construction
08710	Door Hardware
16210	Electrical Utility Services
16235	Emergency Generator
85113	Aluminum Windows
99113	Interior / Exterior Paint

ATTACHMENTS

- Exhibit “A” - Alleghany CWD Agreement
- Exhibit “B” – Project Plans

END OF SECTION

DRAFT

SECTION 00105

INVITATION TO BID

Project: Ram Springs Site Improvements

Owner: Alleghany County Water District, P.O. Box 860, Alleghany, CA 95910. Tel: (530) 287-3223

Engineer: Altec Engineering, P.O. Box 758, Alturas, CA 96101, Tel: (530) 233-2453

To Interested Bidder:

Your firm is invited to submit a Bid under seal to the Owner for a project located at Ram Springs Public Water Supply Collection Area for Alleghany County Water District (ACWD) in Alleghany, CA. The Owner will receive Bids until **2:00 p.m.** local time on the **9th day of June, 2021**, for the following project:

- Various Improvments at Ram Springs Water Collection Area and Pumphouse.

A mandatory Bidders Conference is scheduled with a site visit for **May 15th** at **11:00 a.m.** local time, at the Alleghany Pumphouse, 109 Main Street, Alleghany, CA.

Documents can only be obtained by Bidders at the following locations:

Placer County Builder's Exchange, 250 Conference Center Drive, Roseville, CA

Valley Contractor's Exchange, 951 East 8th Street, Chico, CA

Sacramento Regional Builder's Exchange, 151 N. Sunrise Ave., Ste. 511, Roseville, CA

Hard copies of the Contract Documents may also be obtained from ACWD upon payment by nonrefundable check to the **ALLEGHANY COUNTY WATER DISTRICT** of **\$30.00** for each set.

The Owner requires the Project to be substantially completed in 120 calendar days from date of Notice to Proceed and all items need to be completed within 120 days.

The Contractor shall possess a valid State of California Class A Contractors License at the time of submitting the bid, and shall have the ability to be bonded throughout the entire project.

The Bid will be required to be submitted on the provided Bid Form under a condition of irrevocability for a period of 30 days after submission.

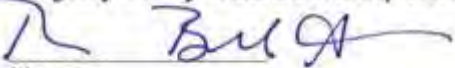
The Owner reserves the right to accept or reject any or all Bids. Incomplete Bids will be rejected.

Project cost range: \$250,000 - \$350,000

Bidders are notified that contractors must comply with the provisions of the EPA American Iron and Steel requirements to use iron and steel products that are produced in the United States.

CALIFORNIA STATE DEPARTMENT OF INDUSTRIAL RELATIONS PREVAILING WAGE PROVISIONS APPLY TO THIS PROJECT FOR CONTRACTORS AND SUB-CONTRACTORS.

Alleghany County Water District Representative:


Signature

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

1. List prior construction projects of similar scope, with detailed description of work activity (no more than three).
2. List of at least three contacts for prior construction projects of similar scope.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to locating of excavation and utility.

4.06 Additional Owner Provided Information

A. Reference is made to the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions states that if an Owner Safety program exists it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at **11:00 a.m.** local time on **May 15th, 2020** at the **Ram Springs Pump House, 109 Main Street, ALLEGHANY, CA.** Representatives of Owner and Engineer will be present to discuss the Project. Bidders are **required** to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10 percent** of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (EJCDC No. C-430, 2007 Edition) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as described in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of Agreement must be received by the Engineer at least 10 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and business address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

13.10 The postal and email addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid Form. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 Allowances

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with paragraph 11.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and the Bid bond form. The unbound copy of the Bid Form is to be completed and submitted with all of the attachments outlined in Article 7 of the Bid Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at the address in Article 1.01 of the Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the Bid Form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered the award.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner

shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Contractor shall pay all sales, use and other taxes as specified in Paragraph 6.10 of the General Conditions; *provided, however, that Contractor and all subcontractors shall comply with the requirements in California State Board of Equalization Publication 146 available at <http://www.boe.ca.gov/pdf/pub146.pdf>, to qualify the sale of materials for an exemption from state sales and use tax. Contractor and all subcontractors must also use their resale certificate when purchasing both materials and fixtures for use in performing under this contract.*

ARTICLE 23- WORKERS' COMPENSATION REQUIREMENTS

23.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of workers' compensation to its employees.

23.02 In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the Owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE 24 – SUBCONTRACTOR LISTING LAW

24.01 In accordance with Section 4104 of the California Public Contract Code, each Bidder, in his or her Bid, shall set forth the 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, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.

24.02 In accordance with Section 4107 of the California Public Contract Code, no Contractor whose Bid is accepted shall without consent of the Owner either: (a) substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid; or (c) sublet or subcontract any portion of the Work in excess of one-half of one percent of the prime Contractor's total Bid as to which his or her original Bid did not designate a Subcontractor.

24.03 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five day's notice of the time and place thereof.

ARTICLE 25 – FUNDING AGENCY SERVICE REQUIREMENTS

25.01 Bidders are to base their bids on the project funding being provided in whole or in part by the Alleghany County Water District which will review and approve the contract award, contract agreement, partial and final payments, and contract change orders.

25.02 Payment and retainage will comply with the contract agreement section 6.02 “Progress Payments; Retainage”, and with the Supplementary Conditions section SC-15.01.D.1 and SC-16.04,A&B relating to payments from the State of California. Bidders are notified that this contract does not permit retainage to be placed in escrow nor to be invested for the benefit of the contractor.

25.03 Bidders are notified that this contract does not provide for substitution of securities for any monies withheld by the Owner to ensure performance under the contract.

25.04 Bidders are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements found in paragraph 18.10 of the General Conditions.

WAGE REQUIREMENTS

Notice is hereby given that State of California prevailing wage rates, as directed by the California State Department of Industrial Relations, apply to this work for contractors and sub-contractors.

Penalty for Failure to Pay Minimum Wages: monthly Contractor reimbursement will not be paid under this contract unless an accurate payroll record is submitted.

Payroll Records: Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative. Upon written notice from the OWNER, the Contractor shall, within ten (10) days, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.

DOCUMENT 00412

BID FORM - UNIT PRICE

To: Alleghany County Water District
P.O. Box 860
Alleghany, CA 95910

Project: Water Tank Replacement
Alleghany County Water District

Date:

Submitted by:
(Full Name)

(Mailing Address)

.....

1. OFFER

DRAFT

Having examined the Place of the Work and all matters referred to in the Bid and Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form in lawful money of the United States of America.

All applicable federal taxes and State of California taxes are included in the Unit Prices.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within 7 days of receipt of Notice of Award.
- Commence work within 7 days after written Notice to Proceed.

Any legal problems pertaining to this project will be resolved in Federal Court or under the Federal judicial system.

3. CONTRACT TIME

If this Bid is accepted, we will: Complete the Work in ninety (90) calendar days from Notice to Proceed.

4. UNIT PRICES

Pursuant to the published NOTICE TO CONTRACTORS for the proposed **Ram Springs Water System Improvement** and in accordance with the Specifications for that project, the following bid for said entire project is hereby submitted by the firm indicated above.

BID SHEET - SCHEDULE OF WORK ITEMS

ITEM NO.	ITEM	UNIT	QTY	UNIT COST	ITEM COST
1	Environmental Survey: Nesting Birds				
2	Project Mobilization/Demobilization; Site Preparation	LS	1		
3	Soil Erosion Control	LS	1		
4	Remove Chain Link Fence	EA	1		
5	Remove Trees	LS	1		
6	Site Clearing: Clear, Scalp, Grub	LS	1		
7	Earthwork: Excavations, Embankments, Regrade	LS	1		
8	Install Curtain Drains	LS	1		
9	Install valve boxes, Replace valves and PVC pipe	LS	1		
10	Install Sampling Stations	EA	6		
11	Install Collector Tank Floor and Roof	LS	1		
12	Install select fill and fabric	LS	1		
13	Install Pump House Vents	LS	1		
14	Construct Sample Lab / Storage Shed	LS	1		
15	Install Elec Service & Phone Connection	LS	1		
16	Install Chain Link Fence (Ram Spr)	LS	1		
17	Replace Propane Generator	LS	1		
18	Replace Residential Service Connection Meters	EA	51		
19	Install valve & meter at three spur lines	LS	1		
20	Install concrete trench drain, Paved driveway	LS	1		
21	Install Safety Fence (Cumberland Spr)	LS	1		
22	Pump House Improvements (Not Included)	LS	0		

TOTAL BASE BID: ALL OF THE WORK AS SET FORTH IN THE SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS FOR THE TOTAL COST OF:	\$
--	----

*NOTE: In the event that the product of a unit cost and an estimated quantity does not equal the extended amount stated, the unit cost will govern and the correct product of the unit cost and the estimated quantity shall be deemed to the amount bid. *Quantities shown are for bidding purposes; actual quantities may vary from those shown.*

5. ADDENDA

The following Addenda have been received (if applicable). The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum #..... Dated.....

6. BID FORM SIGNATURES

.....
(Bidder - print the full name of your firm)

was hereunto signed by:

.....
(Authorized signing officer)

Contractor License Number, Classification, and Expiration Date

DRAFT

END OF DOCUMENT

**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

State of California
County of _____

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

By _____

Subscribed and sworn to before me on _____
(date)

(Notary Public)

(SEAL)

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

Alleghany County Water District
P.O. Box 860
Alleghany, CA 95910

BID

Bid Due Date:
Description (*Project Name— Include Location*):
Ram Springs Improvements – Alleghany, California

BOND

Bond Number:
Date:
Penal sum

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(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

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NOTICE OF AWARD

Date of Issuance:

Owner: Alleghany County Water District Owner's Contract No.: 2020-1
Engineer: Altec Engineering Engineer's Project No.: 15-012
Project: Ram Springs Improvements Contract Name: Alleghany County Water District
Ram Springs Improvements

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Drilling two test wells and testing the well yield and water quality

The Contract Price of the awarded Contract is: \$ _____ [note if subject to unit prices, or cost-plus]

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. [revise if multiple copies accompany the Notice of Award]

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Alleghany County Water District (“Owner”) and _____ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

Improvements at Ram Springs Water Collection Area including: Construct new storage building, Replace fence, Replace collector pipes and valves, Backfill dirt and cover, Replace booster pumps and meters, Replace propane generator, Replace water service meters, Replace quality control devices at pump house; and other incidental tasks.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Improvements at Ram Springs Water Collection Area including: Construct new storage building, Replace fence, Replace collector pipes and valves, Backfill dirt and cover, Replace booster pumps and meters, Replace propane generator, Replace water service meters, Replace quality control devices at pump house; and other incidental tasks.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Altec Engineering, who is to act as the Owner’s technical consultant and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final

payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,600.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,600.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

Final Bid Cost will be inserted here.

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ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, local and tribal Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. General Conditions (pages 1 to 65, inclusive).
 - 3. Supplementary Conditions (pages 1 to 8, inclusive).

4. Technical Specifications and Exhibits as listed in the table of contents of the Project Manual.
5. Drawings consisting of 8 sheets
6. Addenda (numbers _____ to _____, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 3, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

A. None.

DRAFT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three copies. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

CONTRACTOR

Alleghany County Water District

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Alleghany County Water District

P.O. Box 860

Alleghany, CA 95910

Agent for service of process:

DRAFT

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

NOTICE TO PROCEED

Owner:	Alleghany County Water District	Owner's Contract No.:	20-2
Contractor:		Contractor's Project No.:	
Engineer:	Altec Engineering	Engineer's Project No.:	15-012
Project:	Ram Springs Improvements	Contract Name:	Alleghany County Water District Ram Springs Improvements
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is 75 CALENDAR DAYS, and the number of days to achieve readiness for final payment is 90 CALENDAR DAYS.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

DRAFT

Owner: Alleghany County Water District

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer



PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Alleghany County Water District
P.O. Box 860
Alleghany, CA 95910

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* Alleghany County Water District Water Ram Springs Improvements; Alleghany CA.

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

DRAFT

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

Alleghany County Water District
P.O. Box 860; Alleghany, CA 95910

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): Alleghany County Water District Ram Springs Improvements

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:



Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Allegheny County Water District	From (Contractor):	Via (Engineer): Altec Engineering
Project: Allegheny (ACWD) Ram Springs Improvements	Contract: Allegheny County Water District Ram Springs Improvements	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions		
				1. ORIGINAL CONTRACT PRICE.....	\$ _____
				2. Net change by Change Orders.....	\$ _____
				3. Current Contract Price (Line 1 ± 2).....	\$ _____
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ _____
				5. RETAINAGE:	
				a. X _____ Work Completed.....	\$ _____
				b. X _____ Stored Material.....	\$ _____
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
				8. AMOUNT DUE THIS APPLICATION.....	\$ _____
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS					
NET CHANGE BY CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____	Date: _____
-----------	-------------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

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Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown
--	---

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No:
Approved:
Approval Expires:

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

DRAFT

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

DOCUMENT 00815

SUPPLEMENTARY CONDITIONS - EJCDC

1.1 SUMMARY

- A. Document Includes:
 - 1. Supplementary Conditions.
- B. Related Documents:
 - 1. Document 00521 – Agreement.
 - 2. Document 00710 – Standard General Conditions.

1.2 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC No. C-700 (2013 Edition), and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.
 - B. The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract, EJCDC No. C-700 (2013 Edition), have the meanings assigned to them in the General Conditions.
- SC-2.02.A Substitute the following paragraph for paragraph 2.02.A:
- A. *Copies of Contract Documents.* Owner shall furnish to Contractor up to one (1) printed or hard copies of the Project Manual. Additional copies will be furnished upon request at the cost of reproduction.
- SC-3.03.C Add the following new paragraph immediately after paragraph 3.03.B to read as follows:
- C. Order of Precedence: In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:
 - 1. Bid Form
 - 2. Written bidding instructions.
 - 3. Supplemental Conditions.
 - 4. Standard General Provisions.
 - 5. Submittals.
 - 6. Technical Specifications.
 - 7. Drawings.
- SC-4.05.C Add the following new paragraph immediately after paragraph 4.05.C.4 to read as follows:
- 4.05.C.5: Allowable Cause for Progress Performance Delay: Weather days due to inclement weather that prevents reasonable work production. By approval of the Engineer. An equitable adjustment in the Contract Times, as described in Section 4.05A, shall be allowed. No adjustment shall be allowed to the Contract Price.

4.06.C.6: Delay of products ordered by Contractor from supplier. Must provide letter from supplier stating anticipated date of delivery and cause for delay. An equitable adjustment in the Contract Times, as described in Section 4.05A, shall be allowed. No adjustment shall be allowed to the Contract Price.

SC-6.03.C Add the following new paragraph immediately after paragraph 6.03.C to read as follows:

- C. At a minimum, the Contractor shall obtain General Liability and Automobile Insurance. General liability with bodily injury liability insurance of at least \$500,000 per occurrence. Automobile liability insurance for both bodily injury and property damage covering the operation of all automobiles in connection with performing the work of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage.

SC-6.03.G As per the funding agreement between the State and Alleghany County Water District, add the following new paragraph as an additional paragraph in 6.03.G to read as follows:

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require it's contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

SC -7.02.B Add the following: Work onsite shall be performed between the hours of 7:30 AM and 6:00 PM

SC -7.03.B Add the following new paragraph immediately after paragraph 7.03.B to read as follows:

1. EPA's "American Iron and Steel" provision requires Clean Water State Revolving Fund and Drinking Water State Revolving Fund assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance or repair of a public water system or treatment works.

This project requires the use and incorporation of iron and steel products produced in the United States.

A partial list of those products includes: Pipes and fittings, manhole covers, municipal castings, hydrants, tanks flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, bollards, rebar.

Product Certification Letters shall be delivered to the worksite from the final manufacturer, vendor or contractor prior to product delivery to the jobsite.

Certification Letters shall list: Name of product, where it was made, to whom it was delivered, signature, and reference to the AIS requirements.

For additional information: www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement

SC-7.05.D.1. Add the following new paragraph immediately after paragraph 7.05.D to read as follows:

1. Paragraph 7.05.D, *Engineer's Cost Reimbursement*, does not apply to this contract.

SC-7.17.E Add the following new paragraph immediately after paragraph 7.17.D to read as follows:

- E. The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defect including the repairs of the damage of other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

SC-13.01.C Add the following new paragraph immediately after paragraph 13.01.C.5 to read as follows:

13.01.C.6: There shall be no additional contract cost nor will additional payment to the Contractor be allowed for time extension of the project due to Section SC-4.05.C.5 Working Days Extension Due to Inclement Weather, nor for Section SC-4.05.C.6 Delay of Products Ordered by Contractor from Supplier.

SC-15.01.D.1 Add the following new paragraph immediately after paragraph 15.01.D.1:

The payment process through the California State Water Resources Control Board accounting office generally results in a delay of 60-120 days from the time the Pay Estimate is submitted until receipt of payment from the State. The Alleghany County Water District and its Engineer are not responsible for this delay, and shall not be held financially liable or accountable for payment delay.

SC-16.04,A&B Revise Provision 3 within the referenced paragraphs to state the following:

If (3) Owner fails for ~~30~~ (strikethrough) 90 days to pay contractor any sum finally determined to be due, the Contractor may, upon seven days written notice to Owner and Engineer, stop the work until payment is made.

Contractor may not terminate the contract as a result of payment delay from California State Water Resources Control Board accounting office.

The Alleghany County Water District and its Engineer are not responsible for any payment delay through the SWRCB accounting process, and shall not be held financially liable or accountable.

SC-17.01.B.3. Add the following sentence at the end of paragraph 17.01.B.3:

3. Any legal problems pertaining to any or all BONDS for this project will be resolved in Federal Court or under the Federal judicial system.

SC-18 Add a new Article 18, “FEDERAL REQUIREMENTS,” after Article 17.

ARTICLE 18- FEDERAL REQUIREMENTS

SC-18.01 Agency Not a Party

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

SC-18.02 Contract Approval

A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” (Exhibit SC-A) before Owner submits the executed Contract Documents to Agency for approval.

B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC-18.03 Conflict of Interest

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-18.04 Gratuities

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC-18.05 Audit and Access to Records

A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

SC-18.07 Anti-Kickback

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans and Grants of the United States.”) The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

SC-18.08 Clean Air and Pollution Control Acts

A. If this Contract exceeds \$100,000, Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

SC-18.09 State Energy Policy

A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

SC-18.11 Restrictions on Lobbying

A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

SC-18.12 Environmental Requirements

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

A. Wetlands- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

B. Floodplains- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey maps.

C. Historic Preservation- Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further direction issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

D. Endangered Species- Contractor shall comply with the Endangered Species Act, which provides for protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

E. Mitigation Measures- If the project had an Environmental Report, Environmental Assessment, or Environmental Impact Statement to meet the requirements of the National Environmental Policy Act, compliance with the mitigation measures, if any, in that document are hereby included as a condition of this contract.

F. Historic and Cultural Resources:

A. If any human remains are encountered during any phase of construction, all earth-disturbing work shall stop within 50 feet of the find. The county coroner shall be contacted to determine whether investigation of the cause of death is required as well as to determine whether the remains may be Native American in origin. Should Native American remains be discovered, the county coroner must contact the Native American Heritage Commission (NAHC). The NAHC will then determine those persons it believes to be most likely descended from the deceased Native American(s). Together with representatives of the people of most likely descent, a qualified archaeologist can make an assessment of the discovery and recommend/implement mitigation measures as necessary

B. If any previously unevaluated cultural resources (i.e., burnt animal bone, midden soils, projectile points or other humanly-modified lithics, historic artifacts, etc.) are encountered, all earth-disturbing work shall stop within 50 feet of the find until a qualified archaeologist can make measures as necessary. This stipulation does not apply to those cultural resources evaluated and determined not Historical Resources/Historic Properties in this report.

C. In the event that project plans change to include areas not surveyed, additional

archaeological reconnaissance may be required.

SC-18.13. Add the following new paragraph immediately after paragraph 18.12 to read as follows:

18.13 *California Requirements*

- A. In entering into a public works contract or a subcontract to supply goods, services, or materials, pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.
- B. The Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the Owner or the Division of Labor Standards Enforcement, the Contractor shall within ten (10) calendar days, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the work.
- C. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the work, provided that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the contract documents.

SC-19 Add a new Article 19, “FUNDING SOURCE,” after Article 18.

ARTICLE 19- FUNDING SOURCE

SC-19.01 Contract Compliance

- A. Contractor shall take note that the funding is via a State Revolving Fund Grant administered by

the California State Water Resources Control Board and contract performance shall be in compliance with all applicable provisions of the grant agreement, as shown on Exhibit “B”, attached hereto.

END OF DOCUMENT

DRAFT

DRAFT

Date of Issuance: _____ Effective Date: _____
 Owner: Alleghany County Water District Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: Altec Engineering Engineer's Project No.: _____
 Project: Alleghany Ram Springs Contract Name: Alleghany County Water District
 Improvements Ram Springs Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

DRAFT

<p>RECOMMENDED:</p> <p>By: _____ Engineer (if required)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____