



## AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
LA PUENTE VALLEY COUNTY WATER DISTRICT  
112 N. FIRST STREET, LA PUENTE, CALIFORNIA  
MONDAY, JUNE 26, 2017 AT 5:30 PM**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL OF BOARD OF DIRECTORS**

President Hastings\_\_\_\_ Vice President Rojas\_\_\_\_ Director Aguirre\_\_\_\_

Director Escalera\_\_\_\_ Director Hernandez\_\_\_\_

**4. PUBLIC COMMENT**

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

**5. ADOPTION OF AGENDA**

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

**6. APPROVAL OF CONSENT CALENDAR**

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

- A. Approval of Minutes of the Regular Meeting of the Board of Directors held on June 12, 2017.

**7. FINANCIAL REPORTS**

- A. Summary of Cash and Investments for May 31, 2017.

***Recommendation:*** Receive and File Report.

- B. Statement of the District's Revenues and Expenses as of May 31, 2017.

***Recommendation:*** Receive and File Report.

- C. Statement of the City of Industry Waterworks System's Revenues and Expenses as of May 31, 2017.

**Recommendation:** Receive and File Report.

## **8. ACTION/DISCUSSION ITEMS**

- A. Consideration of the District's 2016 Consumer Confidence Report.

**Recommendation:** Approve the District's 2016 Consumer Confidence Report for Distribution to the District's Customers.

- B. Consideration of the Industry Public Utilities' 2016 Consumer Confidence Report.

**Recommendation:** Approve the Industry Public Utilities' 2016 Consumer Confidence Report for Distribution to the Industry Public Utilities' Customers.

- C. Consideration of Design and Specifications of a New Waterline on Del Valle Avenue (From Temple Ave. to 747 Del Valle) and Authorize Procurement of Bids for Construction.

**Recommendation:** Approve Design and Specifications for New Waterline on Del Valle Avenue and Authorize Procurement of Bids for Construction Thereof.

- D. Consideration of Agreement for Water Service and Construction of Water System Improvements for Development at 747 Del Valle Avenue.

**Recommendation:** Authorize General Manager to Execute Agreement.

## **9. PROJECT ENGINEER REPORT**

**Recommendation:** Receive and File Report.

## **10. GENERAL MANAGER'S REPORT**

## **11. OTHER ITEMS**

- A. Upcoming Events.

- B. Correspondence to the Board of Directors.

## **12. ATTORNEY'S COMMENTS**

## **13. BOARD MEMBER COMMENTS**

- A. Report on Events Attended.

- B. Other Comments.

## **14. FUTURE AGENDA ITEMS**

## **15. ADJOURNMENT**

POSTED: Friday, June 23, 2017

President David Hastings Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Ms. Rosa Ruehlman, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

**Note:** Agenda materials are available for public inspection at the District office or visit the District's website at [www.lapuentewater.com](http://www.lapuentewater.com).



**MINUTES OF THE REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LA PUENTE VALLEY COUNTY WATER DISTRICT**

A regular meeting of the Board of Directors of the La Puente Valley County Water District was held on Monday, June 12, 2017, at 5:30 at the District office, 112 N. First St., La Puente, California.

**Meeting called to order:**

President Hastings called the meeting to order at 5:30 pm.

**Pledge of Allegiance**

President Hastings led the meeting in the Pledge of Allegiance.

**Directors present:**

David Hastings, President; William Rojas, Vice President; Charles Aguirre, Director; John Escalera, Director and Henry Hernandez, Director

**Staff present:**

Greg Galindo, General Manager; Rosa Ruehlman, Board Secretary, Gina Herrera, Customer Service/Accounting Supervisor and Roland Trinh, District Counsel.

**Others Present:**

No members of the public present.

**Adoption of Agenda:**

President Hastings asked for the approval of the agenda.

Motion by Vice President Rojas, seconded by Director Hernandez, that the agenda be adopted as presented.

Motion approved by following vote:

Ayes: Hastings, Rojas, Aguirre, Escalera and Hernandez.

Nays: None.

**Consent Calendar:**

President Hastings asked for the approval of the Consent Calendar.

**A.** Approval of the Minutes of the Regular Meeting of the Board of Directors held on May 24, 2017.

**B.** Approval of District Expenses for the Month of May 2017.

**C.** Approval of City of Industry Waterworks System Expenses for the Month of May 2017.

**D.** Receive and File the District's Water Sales Report for May 2017.

**E.** Receive and File the City of Industry Waterworks System's Water Sales Report for May 2017.

Motion by Director Escalera, seconded by Vice President Rojas, to approve the consent calendar as presented.

Motion approved by the following vote:

Ayes: Hastings, Rojas, Aguirre, Escalera and Hernandez.  
Nays: None.

**Action/Discussion Items:**

- A. Discussion Regarding the District's Water Conservation Regulations. (See memo)**
- Mr. Galindo provided a presentation summarizing the state wide Emergency Water Conservation Regulations set by the Governor's Executive Order. He stated that since 2014, the Board has adopted three (3) resolutions in response to the state wide drought. In April 2017, the Governor canceled the drought, but there are still reporting requirements for small water suppliers and prohibitions on water use.
  - Mr. Galindo reported that the District has been impacted by the reduction in water usage and has maintained an approximate 25% reduction. District customers have done a great job conserving their water usage.
  - Mr. Galindo summarized Resolution No. 240, which was approved in June 2016 that lists the current regulations.
  - Mr. Galindo recommends keeping the current restrictions in place; watering 3 days a week and 4 days a week for Parks and Schools. Especially since the groundwater basin level is still low.
  - Mr. Trinh stated that in the Resolution, Section 6 - Duration of Water Emergency, states that the regulations, restrictions and actions set forth herein shall remain in effect until repealed or amended by the District's Board of Directors, so no change is needed.

After further discussion, motion by Director Aguirre, seconded by Director Hernandez to keep the existing Water Conservations regulations that are in effect.

Motion approved by the following vote:

Ayes: Hastings, Rojas, Aguirre, Escalera and Hernandez.  
Nays: None.

- B. Discussion Regarding the 2016 Consumer Confidence Reports.**
- Mr. Galindo reported that postcards will be mailed to District customers informing them that the 2016 Consumer Confidence Reports (CCR) are available online and will be posted by July 1, 2017. Mr. Galindo asked the Board if they would like to call a special meeting to approve the final draft of the CCR, since the next Board meeting will not be until June 26<sup>th</sup>.

During the discussion, the Board felt there was no need for a special meeting and will go ahead and review the report for any changes or corrections at the June 26, 2017 Board meeting. Staff will make the necessary corrections or additions the next day and mail postcards out before July 1<sup>st</sup>.

Discussion only, no action required.

- C. Consideration of Memorandum of Understanding (MOU) Regarding Public Water Agencies Group (PWAG) Emergency Preparedness Coordinator Position.**
- Mr. Galindo presented a presentation prepared by PWAG and shared the history about the Public Water Agency Group (PWAG) and the need for an Emergency Preparedness Coordinator.
  - Mr. Galindo shared that twelve out of the seventeen agencies have identified a need for an Emergency Preparedness Coordinator. This position will help coordinate with water districts that may need assistance with equipment, contact other water districts for assistance, contacting contractors and assisting with obtaining emergency cost reimbursement and provide proper training such as NIMS/SIMS Training. He stated that Lagerlof, Senecal, Gosney and Kruse will be responsible for searching for a qualified person to fill this position and then the PWAG Emergency Preparedness Ad hoc Committee will go through a selection process.
  - Mr. Galindo stated the allocation of costs is based on the number of service connections for each agency and the District's cost is estimated to be \$6,939 per year. This cost may be reduced if more agencies participated.

After further discussion, motion by Vice President Rojas, second by President Hastings to approve the MOU for PWAG's Emergency Preparedness Coordinator Position.

Motion approved by the following vote:

Ayes: Hastings, Rojas, Aguirre, Escalera and Hernandez.

Nays: None.

**D. Review of the City of Industry Waterworks System 2017 Water Master Plan.**

- Mr. Galindo presented the City of Industry Waterworks System 2017 Water Master Plan and highlighted portions of the plan which included needed improvements in the system.

Motion by President Hastings, Vice President Rojas to receive and file the City of Industry Waterworks System 2017 Water Master Plan.

Motion approved by the following vote:

Ayes: Hastings, Rojas, Aguirre, Escalera and Hernandez.

Nays: None.

**General Manager's Report:**

- He reported that the PVOU IZ Water will be going to Suburban Water System. The Definitive Agreement is being prepared. Northrop Grumman did secure and reached an agreement for an easement to proceed to drill the 7<sup>th</sup> well, known as the toe well.
- He reported that the 2017 Summer Newsletter have been mailed out. The Spanish version is being prepared at this time and will be posted on the website and a copy will be made available upon request.
- He reported that OPARC has provided the certificate of insurance and Staff will begin utilizing their services in the next few weeks.
- He reported that the Staff Reorganization Assessment Ad hoc Committee met on June 1<sup>st</sup>, 2017 and will be having a second meeting on June 21, 2017.

**Information Items:**

A. Upcoming Events.

- Mrs. Ruehlman presented an update on the upcoming events.
- Mrs. Ruehlman stated that Vice President Rojas and Director Escalera will be attending the SCWUA Tour on June 22, 2017.
- President Hastings, Vice President Rojas and Director's Aguirre and Escalera stated they will attend the upcoming SCWUA on July 27, 2017.
- Mrs. Ruehlman stated she will have the Form 470 short form for the Board members at the next Board meeting.

B. Correspondence to the Board of Directors

- Mrs. Ruehlman shared an article in the San Gabriel Valley Tribune about the BPOU Project Agreement.
- Mr. Galindo shared the resolution recently adopted by Upper District.

**Attorney comments:**

Mr. Trinh had no comments.

**Board member comments:**

A. Report on events attended.

- Vice President Rojas attended the SCWUA on May 27, 2017.

B. Other comments.

- Director Aguirre asked to close this meeting in memory of Frank Rojas, a long time resident and Vice President Rojas Father.

**Future agenda items:**

No future items.

**Closed Session:**

Conference with Legal Counsel – Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code § 54956.9(d)(2): (One Case)

Mr. Trinh announced this closed session involves a work related injury and a claim brought by a District Employee William D. Clark.

**Report On Closed Session:**

Mr. Trinh reported that the Board met in closed session on Anticipated Litigation, Government Code § 54956.9(d)(2). One Case and no action was taken.

**Adjournment:**

There is no further business or comment, the meeting was adjourned 6:59 p.m. in memory of Frank Rojas.

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David Hastings, President

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Rosa B. Ruehlman, Secretary



**Summary of Cash and Investments  
May 2017**

**La Puente Valley County Water District**

Investments	Interest Rate (Apportionment Rate)	Beginning Balance	Receipts/ Change in Value	Disbursements/ Change in Value	Ending Balance
Local Agency Investment Fund	0.78%	\$ 1,991,951.24	\$ -	\$ -	\$ 1,991,951.24
Raymond James Financial Services		\$ 504,948.42	\$ 119.35	\$ -	\$ 505,067.77
<b>Checking Account</b>					
Well Fargo Checking Account (per General Ledger)		\$ 942,723.02	\$ 422,418.00	\$ 383,121.80	\$ 982,019.22
<b>District's Total Cash and Investments:</b>					<b>\$ <u>3,479,038.23</u></b>

**Industry Public Utilities**

Checking Account	Beginning Balance	Receipts	Disbursements	Ending Balance
Well Fargo Checking Account (per General Ledger)	\$ 676,644.96	\$ 169,450.87	\$ 375,320.18	\$ 470,775.65
<b>IPU's Total Cash and Investments:</b>				<b>\$ <u>470,775.65</u></b>

I certify that; (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy as set forth in Resolution No. 237 and, (2) the District will meet its expenditure obligations for the next six (6) months.

\_\_\_\_\_, General Manager

Date: 6/22/2017

Greg B. Galindo



**La Puente Valley County Water District (Treatment Plant Included)**  
**Statement of Revenues and Expenses**  
**For the Period Ending May 31, 2017**  
**(Unaudited)**

<u>DESCRIPTION</u>	LPVCWD YTD 2017	TP YTD 2017	COMBINED YTD 2017	COMBINED BUDGET 2017	42% OF BUDGET	COMBINED 2016
Total Operational Revenues	\$ 667,165	\$ -	\$ 667,165	\$ 1,925,600	34.65%	\$ 1,897,789
Total Non-Operational Revenues	195,453	471,978	667,432	3,367,500	19.82%	1,823,685
<b>TOTAL REVENUES</b>	<b>862,618</b>	<b>471,978</b>	<b>1,334,597</b>	<b>5,293,100</b>	<b>25.21%</b>	<b>3,721,474</b>
Total Salaries & Benefits	381,610	111,335	492,945	1,269,800	38.82%	1,175,969
Total Supply & Treatment	310,771	310,258	621,029	1,639,400	37.88%	1,486,410
Total Other Operating Expenses	62,067	33,124	95,191	403,300	23.60%	294,555
Total General & Administrative	143,913	17,260	161,173	507,200	31.78%	367,578
<b>TOTAL EXPENSES</b>	<b>898,360</b>	<b>471,978</b>	<b>1,370,339</b>	<b>3,819,700</b>	<b>35.88%</b>	<b>3,324,512</b>
<b>TOTAL OPERATIONAL INCOME</b>	<b>(35,742)</b>	<b>-</b>	<b>(35,742)</b>	<b>1,473,400</b>	<b>-2.43%</b>	<b>396,962</b>
Total Capital Improvements	(1,300)	-	(1,300)	(2,085,000)	0.06%	(69,922)
Total Capital Outlay	(29,480)	-	(29,480)	(82,000)	35.95%	(145,725)
<b>TOTAL CAPITAL OPERATIONS</b>	<b>(30,780)</b>	<b>-</b>	<b>(30,780)</b>	<b>(2,167,000)</b>	<b>1.42%</b>	<b>(215,646)</b>
Total Developer	-	-	-	15,000	0.00%	8,292
<b>OPERATING INCOME</b>	<b>(66,522)</b>	<b>-</b>	<b>(66,522)</b>	<b>(678,600)</b>		<b>189,607</b>
Non-Cash Items (Dep. & OPEB)	(141,803)	(305,417)	(447,220)	1,007,000	-44.41%	(303,593)
<b>NET INCOME (LOSS)</b>	<b>\$ (208,325)</b>	<b>\$ (305,417)</b>	<b>\$ (513,742)</b>	<b>\$ 328,400</b>	<b>-156.44%</b>	<b>\$ (113,986)</b>

**La Puente Valley County Water District**  
**Statement of Revenues and Expenses**  
**For the Period Ending May 31, 2017**  
(Unaudited)

Description	MAY 2017	YTD 2017	ANNUAL BUDGET 2017	42% OF BUDGET	YEAR END 2016
<b>Operational Revenues</b>					
Water Sales	\$ 76,127	\$ 371,167	\$ 1,209,500	30.69%	\$ 1,179,947
Service Charges	45,673	246,673	598,000	41.25%	601,298
Surplus Sales	3,042	14,563	36,000	40.45%	30,558
Customer Charges	2,473	14,700	29,200	50.34%	31,429
Fire Service	1,359	19,832	52,700	37.63%	53,902
Miscellaneous Income	-	230	200	115.00%	655
<b>Total Operational Revenues</b>	<b>128,674</b>	<b>667,165</b>	<b>1,925,600</b>	<b>34.65%</b>	<b>1,897,789</b>
<b>Non-Operational Revenues</b>					
Management Fees	-	45,518	257,000	17.71%	253,500
Taxes & Assessments	23,057	91,826	195,000	47.09%	215,708
Other O & M Fees	6,124	28,850	62,000	46.53%	68,259
Rental Revenue	2,937	14,429	33,300	43.33%	33,969
Interest Revenue	-	-	10,000	0.00%	13,992
Miscellaneous Income	(235)	14,832	36,500	40.63%	75,860
Recycled Water System (Grant Revenue)	-	-	415,000	0.00%	-
Recycled Water System (Loan Proceeds)	-	-	1,000,000	0.00%	-
<b>Total Non-Operational Revenues</b>	<b>31,883</b>	<b>195,453</b>	<b>2,008,800</b>	<b>9.73%</b>	<b>661,288</b>
<b>TOTAL REVENUES</b>	<b>160,557</b>	<b>862,618</b>	<b>3,934,400</b>	<b>21.93%</b>	<b>2,559,077</b>
<b>Salaries &amp; Benefits</b>					
Total District Wide Labor	39,212	188,394	472,600	39.86%	448,209
Directors Fees & Benefits	11,974	49,120	106,900	45.95%	102,802
Benefits	9,570	53,905	140,900	38.26%	100,078
OPEB Payments	2,900	46,919	165,200	28.40%	163,062
Payroll Taxes	3,637	18,446	45,300	40.72%	38,934
Retirement Program Expense	5,189	24,827	73,900	33.60%	57,493
<b>Total Salaries &amp; Benefits</b>	<b>72,482</b>	<b>381,610</b>	<b>1,004,800</b>	<b>37.98%</b>	<b>910,577</b>
<b>Supply &amp; Treatment</b>					
Purchased & Leased Water	139	244,172	386,600	63.16%	475,464
Power	12,276	50,679	154,700	32.76%	135,678
Assessments	942	4,710	174,200	2.70%	86,920
Treatment	292	1,998	10,000	19.98%	6,363
Well & Pump Maintenance	347	9,212	56,700	16.25%	21,490
<b>Total Supply &amp; Treatment</b>	<b>13,995</b>	<b>310,771</b>	<b>782,200</b>	<b>39.73%</b>	<b>725,916</b>
<b>Other Operating Expenses</b>					
General Plant	2,982	10,068	35,600	28.28%	23,830
Transmission & Distribution	4,995	13,506	76,500	17.65%	46,997
Vehicles & Equipment	2,762	11,066	28,100	39.38%	12,758
Field Support & Other Expenses	2,017	13,193	45,500	29.00%	74,084
Regulatory Compliance	1,161	14,233	34,100	41.74%	25,177
Recycled Water Short Term Loan Payment	-	-	-	N/A	-
Recycled Water Loan Payment	-	-	-	N/A	-
<b>Total Other Operating Expenses</b>	<b>13,917</b>	<b>62,067</b>	<b>219,800</b>	<b>28.24%</b>	<b>182,846</b>

**La Puente Valley County Water District**  
**Statement of Revenues and Expenses**  
**For the Period Ending May 31, 2017**  
(Unaudited)

Description	MAY 2017	YTD 2017	ANNUAL BUDGET 2017	42% OF BUDGET	YEAR END 2016
<b>General &amp; Administrative</b>					
District Office Expenses	4,566	21,241	65,600	32.38%	35,904
Customer Accounts	1,599	7,916	20,000	39.58%	19,804
Insurance	1,311	35,061	89,000	39.39%	61,400
Professional Services	4,843	59,457	183,000	32.49%	163,869
Training & Certification	5,461	11,532	30,000	38.44%	21,850
Public Outreach & Conservation	820	3,607	37,000	9.75%	13,266
Other Administrative Expenses	1,035	5,098	29,600	17.22%	26,684
<b>Total General &amp; Administrative</b>	<b>19,634</b>	<b>143,913</b>	<b>454,200</b>	<b>31.68%</b>	<b>342,776</b>
<b>TOTAL EXPENSES</b>	<b>120,027</b>	<b>898,360</b>	<b>2,461,000</b>	<b>36.50%</b>	<b>2,162,115</b>
<b>TOTAL OPERATIONAL INCOME</b>	<b>40,530</b>	<b>(35,742)</b>	<b>1,473,400</b>	<b>-2.43%</b>	<b>396,962</b>
<b>Capital Improvements</b>					
Zone 3 Improvements	-	(1,300)	(85,000)	1.53%	-
Service Line Replacements	-	-	(25,000)	0.00%	(47,395)
Valve Replacements	-	-	(15,000)	0.00%	(3,107)
Fire Hydrant Repair/Replacements	-	-	(5,000)	0.00%	(3,673)
Main & 1st Street Building Retrofit	-	-	(55,000)	0.00%	-
Phase 1 - Recycled Water System	-	-	(1,700,000)	0.00%	(15,747)
Phase 2 - Recycled Water System	-	-	(200,000)	0.00%	-
<b>Total Capital Improvements</b>	<b>-</b>	<b>(1,300)</b>	<b>(2,085,000)</b>	<b>0.06%</b>	<b>(69,922)</b>
<b>Capital Outlay</b>					
Office Server	(17,693)	(17,693)	-	N/A	-
Communications Systems Upgrade	-	-	-	N/A	(12,944)
Meter Read Collection System Equipment	(11,513)	(11,513)	(45,000)	25.58%	-
New Pick-Up & Backhoe	-	(274)	(37,000)	0.74%	(132,780)
<b>Total Capital Outlay</b>	<b>(29,206)</b>	<b>(29,480)</b>	<b>(82,000)</b>	<b>35.95%</b>	<b>(145,725)</b>
<b>TOTAL CAPITAL OPERATIONS</b>	<b>(29,206)</b>	<b>(30,780)</b>	<b>(2,167,000)</b>	<b>1.42%</b>	<b>(215,646)</b>
<b>Developer</b>					
Developer Fees	-	-	5,000	0.00%	8,292
Developer Contributions	-	-	10,000	0.00%	-
<b>Total Developer</b>	<b>-</b>	<b>-</b>	<b>15,000</b>	<b>0.00%</b>	<b>8,292</b>
<b>OPERATING INCOME</b>	<b>11,323</b>	<b>(66,522)</b>	<b>(678,600)</b>		<b>189,607</b>
Add Back Capitalized Assets	29,206	30,780	2,167,000	1.42%	215,646
Less Depreciation Expense	(34,517)	(172,583)	(414,200)	41.67%	(361,474)
Less OPEB Expense - Not Funded	-	-	(12,800)	0.00%	20,223
<b>NET INCOME (LOSS)</b>	<b>\$ 6,013</b>	<b>\$ (208,325)</b>	<b>\$ 1,061,400</b>	<b>-19.63%</b>	<b>\$ 64,003</b>

**Treatment Plant**  
**Statement of Revenues and Expenses**  
**For the Period Ending May 31, 2017**  
**(Unaudited)**

Description	MAY 2017	YTD 2017	ANNUAL BUDGET 2017	42% OF BUDGET	YEAR END 2016
<b>Non-Operational Revenues</b>					
Reimbursements from CR's	\$ 49,447	\$ 471,978	\$ 1,358,700	34.74%	\$ 1,162,397
Miscellaneous Income	-	-	-	N/A	-
<b>Total Non-Operational Revenues</b>	<b>49,447</b>	<b>471,978</b>	<b>1,358,700</b>	<b>34.74%</b>	<b>1,162,397</b>
<b>Salaries &amp; Benefits</b>					
Total District Wide Labor	22,425	111,335	265,000	42.01%	265,392
Contract Labor	-	-	-	N/A	-
<b>Total Salaries &amp; Benefits</b>	<b>22,425</b>	<b>111,335</b>	<b>265,000</b>	<b>42.01%</b>	<b>265,392</b>
<b>Supply &amp; Treatment</b>					
NDMA, 1,4-Dioxane Treatment	3,670	113,957	195,600	58.26%	143,768
VOC Treatment	-	-	17,600	0.00%	35,449
Perchlorate Treatment	2,090	109,410	332,600	32.90%	342,688
Other Chemicals	-	3,083	16,600	18.57%	13,231
Treatment Plant Power	11,069	62,234	204,800	30.39%	160,313
Treatment Plant Maintenance	4,628	8,618	70,000	12.31%	29,404
Well & Pump Maintenance	-	12,956	20,000	64.78%	35,641
<b>Total Supply &amp; Treatment</b>	<b>21,457</b>	<b>310,258</b>	<b>857,200</b>	<b>36.19%</b>	<b>760,495</b>
<b>Other Operating Expenses</b>					
General Plant	1,113	5,045	45,000	11.21%	12,414
Vehicles & Equipment	754	4,215	6,500	64.85%	9,356
Field Support & Other Expenses	-	-	15,000	0.00%	-
Regulatory Compliance	1,415	23,864	117,000	20.40%	89,940
<b>Total Other Operating Expenses</b>	<b>3,282</b>	<b>33,124</b>	<b>183,500</b>	<b>18.05%</b>	<b>111,710</b>
<b>General &amp; Administrative</b>					
District Office Expenses	-	-	20,000	0.00%	-
Insurance	-	5,741	18,000	31.90%	9,506
Professional Services	2,284	11,519	15,000	76.79%	15,296
<b>Total General &amp; Administrative</b>	<b>2,284</b>	<b>17,260</b>	<b>53,000</b>	<b>32.57%</b>	<b>24,801</b>
<b>TOTAL EXPENSES</b>	<b>49,447</b>	<b>471,978</b>	<b>1,358,700</b>	<b>34.74%</b>	<b>1,162,397</b>
<b>TOTAL OPERATIONAL INCOME</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>N/A</b>	<b>-</b>
<b>Capital Outlay</b>					
Scada Computer	-	-	-	N/A	-
<b>Total Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>N/A</b>	<b>-</b>
Depreciation Expense	<b>(61,083)</b>	<b>(305,417)</b>	<b>(733,000)</b>	<b>42%</b>	<b>(177,989)</b>
<b>Total Non-Cash Items (Dep. &amp; OPEB)</b>	<b>(61,083)</b>	<b>(305,417)</b>	<b>(733,000)</b>	<b>42%</b>	<b>(177,989)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (61,083)</b>	<b>\$ (305,417)</b>	<b>\$ (733,000)</b>	<b>41.67%</b>	<b>\$ (177,989)</b>

**INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS**  
**Statement of Revenue and Expenses Summary**  
**For the Period Ending May 31, 2017**  
**(Unaudited)**

DESCRIPTION	MAY 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	92% OF BUDGET	FY END 2015-2016
Total Operational Revenues	\$ 201,816	\$ 1,766,809	\$ 1,887,200	93.62%	\$ 1,863,369
Total Non-Operational Revenues	-	34,161	30,000	113.87%	65,772
<b>TOTAL REVENUES</b>	<b>201,816</b>	<b>1,800,970</b>	<b>1,917,200</b>	<b>93.94%</b>	<b>1,929,141</b>
Total Salaries & Benefits	64,599	575,361	622,700	92.40%	580,138
Total Supply & Treatment	9,899	378,413	732,500	51.66%	706,150
Total Other Operating Expenses	26,183	137,877	164,700	83.71%	169,752
Total General & Administrative	4,562	189,350	284,800	66.49%	274,256
Total Other & System Improvements	44,222	91,912	213,000	43.15%	162,682
<b>TOTAL EXPENSES</b>	<b>149,466</b>	<b>1,372,914</b>	<b>2,017,700</b>	<b>68.04%</b>	<b>1,892,978</b>
<b>OPERATING INCOME</b>	<b>52,351</b>	<b>428,056</b>	<b>(100,500)</b>	<b>-425.93%</b>	<b>36,163</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 52,351</b>	<b>\$ 428,056</b>	<b>\$ (100,500)</b>	<b>-425.93%</b>	<b>\$ 36,163</b>

**INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS**

**Statement of Revenue and Expenses**

**For the Period Ending May 31, 2017**

**(Unaudited)**

DESCRIPTION	MAY 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	92% OF BUDGET	FY END 2015-2016
<b>Operational Revenues</b>					
Water Sales	\$ 130,423	\$ 1,106,128	\$ 1,180,000	93.74%	\$ 1,157,019
Service Charges	56,897	553,326	599,000	92.37%	598,233
Customer Charges	1,395	18,305	20,100	91.07%	20,361
Fire Service	13,101	89,051	88,100	101.08%	87,756
Miscellaneous Income	-	-	-	N/A	-
<b>Total Operational Revenues</b>	<b>201,816</b>	<b>1,766,809</b>	<b>1,887,200</b>	<b>93.62%</b>	<b>1,863,369</b>
<b>Non-Operational Revenues</b>					
Contamination Reimbursement	-	19,510	30,000	65.03%	35,789
Developer Fees	-	14,568	-	N/A	19,102
Miscellaneous Income	-	83	-	N/A	10,881
<b>Total Non-Operational Revenues</b>	<b>-</b>	<b>34,161</b>	<b>30,000</b>	<b>113.87%</b>	<b>65,772</b>
<b>TOTAL REVENUES</b>	<b>201,816</b>	<b>1,800,970</b>	<b>1,917,200</b>	<b>93.94%</b>	<b>1,929,141</b>
<b>Salaries &amp; Benefits</b>					
Administrative Salaries	15,249	151,156	175,400	86.18%	168,089
Field Salaries	26,019	216,009	229,900	93.96%	205,882
Employee Benefits	15,158	131,030	137,500	95.29%	124,639
Pension Plan	5,230	46,355	46,700	99.26%	46,051
Payroll Taxes	2,942	26,238	26,600	98.64%	29,122
Workman's Compensation	-	4,574	6,600	69.30%	6,355
<b>Total Salaries &amp; Benefits</b>	<b>64,599</b>	<b>575,361</b>	<b>622,700</b>	<b>92.40%</b>	<b>580,138</b>
<b>Supply &amp; Treatment</b>					
Purchased Water - Leased	-	244,927	352,700	69.44%	496,961
Purchased Water - Other	1,311	12,081	14,400	83.89%	14,611
Power	8,589	108,000	126,700	85.24%	109,709
Assessments	-	11,030	75,100	14.69%	67,007
Treatment	-	-	6,600	0.00%	5,722
Well & Pump Maintenance	-	2,376	157,000	1.51%	12,140
<b>Total Supply &amp; Treatment</b>	<b>9,899</b>	<b>378,413</b>	<b>732,500</b>	<b>51.66%</b>	<b>706,150</b>
<b>Other Operating Expenses</b>					
General Plant	495	4,915	10,300	47.72%	17,930
Transmission & Distribution	23,408	62,680	75,400	83.13%	53,479
Vehicles & Equipment	-	14,089	18,800	74.94%	34,708
Field Support & Other Expenses	1,384	25,809	23,400	110.30%	19,793
Regulatory Compliance	896	30,383	36,800	82.56%	43,842
<b>Total Other Operating Expenses</b>	<b>26,183</b>	<b>137,877</b>	<b>164,700</b>	<b>83.71%</b>	<b>169,752</b>

**INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS**

**Statement of Revenue and Expenses**

**For the Period Ending May 31, 2017**

**(Unaudited)**

DESCRIPTION	MAY 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	92% OF BUDGET	FY END 2015-2016
<b>General &amp; Administrative</b>					
Management Fee	-	134,768	182,500	73.85%	176,750
Office Expenses	3,005	18,390	20,500	89.71%	20,015
Insurance	-	12,004	25,300	47.45%	23,288
Professional Services	35	4,654	15,000	31.03%	14,480
Customer Accounts	1,297	14,429	15,000	96.19%	15,207
Public Outreach & Conservation	-	2,160	24,500	8.82%	22,260
Other Administrative Expenses	225	2,946	2,000	147.32%	2,257
<b>Total General &amp; Administrative</b>	<b>4,562</b>	<b>189,350</b>	<b>284,800</b>	<b>66.49%</b>	<b>274,256</b>
<b>Other Expenses &amp; System Improvements (Water Operations Fund)</b>					
Transfer to Capital or Expense	-	-	-	N/A	-
Developer Capital Contributions	-	-	-	N/A	(178,514)
Developer Project -	-	-	-	N/A	8,605
Developer Project -	-	-	-	N/A	90,112
Developer Project -	-	-	-	N/A	3,795
Developer Project -	-	-	-	N/A	72,003
Developer Project -	-	-	-	N/A	5,996
Developer Project -	-	-	-	N/A	6,607
<b>Net Developer Project Activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,605</b>
Master Plan Update / Hydraulic Model	-	11,359	9,000	126.22%	29,092
Other System Improvements (Materials)	-	223	-	N/A	78,428
FH Laterals	-	83	9,000	0.92%	8,359
Service Line Replacements	-	36,005	25,000	144.02%	36,953
Valve Replacements	467	467	30,000	1.56%	1,245
Plant Electrical System Improvements	-	-	20,000	0.00%	-
Meter Installations - Industry Hills	20,823	20,843	67,000	0.00%	-
Meter Read Collection System	22,932	22,932	35,000	0.00%	-
SCADA System Assessment & Upgrades	-	-	18,000	0.00%	-
<b>Total Other &amp; System Improvements</b>	<b>44,222</b>	<b>91,912</b>	<b>213,000</b>	<b>43.15%</b>	<b>162,682</b>
<b>TOTAL EXPENSES</b>	<b>149,466</b>	<b>1,372,914</b>	<b>2,017,700</b>	<b>68.04%</b>	<b>1,892,978</b>
<b>OPERATING INCOME</b>	<b>52,351</b>	<b>428,056</b>	<b>(100,500)</b>	<b>N/A</b>	<b>36,163</b>



# 2016 Consumer Confidence Report

## KNOW YOUR WATER

The La Puente Valley County Water District is committed to keeping you informed about the quality of your drinking water. This report is provided to you annually and it includes information describing where your drinking water comes from, the constituents found in your drinking water and how the water quality compares with the regulatory standards. Last year we conducted various tests for over 100 contaminants. Many tests were performed weekly to ensure high quality water is delivered to your home. We are proud to report that during 2016, the drinking water provided by the District met or surpassed all Federal and State drinking water standards.

The District remains dedicated to providing you with a reliable supply of high quality drinking water.

This report contains important information about your drinking water. Translate it or speak with someone who understands it. For more information or questions regarding this report, please contact Mr. Greg Galindo at (626) 330-2126.

Este informe contiene información muy importante sobre su agua de beber. Tradúzcalo ó hable con alguien que lo entienda bien. Para más información o preguntas con respecto a este informe, póngase en contacto con el Sr. Greg Galindo (626) 330-2126.

此份有關你的食水報告,內有重要資料和訊息,請找他人為你翻譯及解釋清楚。

此份有关你的食水报告,内有重要资料和信息,请找他人为你翻译及解释清楚。

## CONNECT WITH US

### BOARD OF DIRECTORS

**David Hastings**  
*President*

**William R. Rojas**  
*Vice President*

**Charlie Aguirre**  
*Director*

**John P. Escalera**  
*Director*

**Henry P. Hernandez**  
*Director*

### GOVERNANCE

The La Puente Valley County Water District was founded in August of 1924 and is governed by a five member Board of Directors that is elected at large from its service area. Regularly scheduled board meetings of The La Puente Valley County Water District are held on the second and fourth Monday of each month at 5:30 pm at 112 North First Street, La Puente, CA 91744. These meetings provide an opportunity for the public to participate in decisions that may affect the quality of your water.

### GENERAL INFORMATION

**Office Hours:** Monday - Thursday 8 a.m.-5 p.m.

Friday 7 a.m.-3:30 p.m.

**Phone:** (626) 330-2126 | **Fax:** (626) 330-2679

**E-mail:** [service@lapuentewater.com](mailto:service@lapuentewater.com)

**After hours emergency service:** (626) 330-2126



## A LETTER FROM THE GENERAL MANAGER

A safe, dependable water supply lies at the foundation of a thriving community. For the past 92 years, the La Puente Valley County Water District has maintained its commitment to the communities it serves, providing customers with high quality water that meets all local, state and federal standards and to provide courteous and responsive service at the most reasonable cost.

The historic five-year drought posed unique challenges for water districts across the State. 2015 and 2016 were particularly challenging due to mandatory conservation regulations and mandates. However, because of LPVCWD's customers commitment to conservation, the District's annual water usage decreased by 20% as compared to pre-drought usage, equating to over 240 million gallons of water saved over two years. This year, Governor Brown declared the drought to be over, but called on Californians to maintain the conservation lifestyle to combat the lasting effects of the drought. The District's customers have made great strides in water conservation, and we commend your strong efforts. Although the drought is over, conservation remains a critical duty of water agencies are their customers.

The District has continued to develop its Recycled Water System Project, which will allow the District to save on imported water costs, providing added security and sustainability to the District's current delivery system, while increasing the water supply.

In addition to the Recycled Water System Project, the District is pleased to announce the extension of the Baldwin Park Operable Unit Project Agreement (BPOU). This agreement will cover the District's estimated 12 million dollars of cost over the next ten years and guarantees that the cost for cleanup does not impact District ratepayers. This project will improve the quality of life in the District and its surrounding areas for years to come, and La Puente Valley County Water District is eager to be a part of the project.

Sincerely,

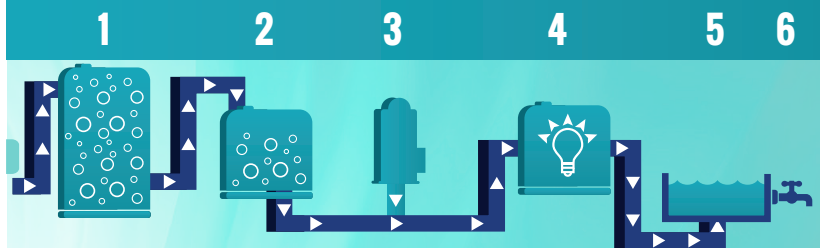
Greg Galindo

## WHERE DOES MY DRINKING WATER COME FROM?

### WATER SOURCES

La Puente Valley County Water District's groundwater supply comes from Wells 2, 3, and 5 located in the Main San Gabriel Basin along with Industry Public Utilities' Well 5 (In turn, Industry Public Utilities receives water from both San Gabriel Valley Water Company and La Puente Valley County Water District). Well water is treated by an air-stripping unit, ion-exchange unit, and ultraviolet light. Final treated water is then disinfected with chlorine before it is delivered to your home. The treatment technologies and processes mentioned above are permitted and regulated by the State Water Resources Control Board, Division of Drinking Water (DDW).

*The majority of the water delivered to customers through the water system undergoes a significant treatment process. The treatment systems are designed to treat specific types of contaminants. This entire process is monitored closely and the water is sampled regularly to verify the treatment systems are effective.*



#### Water moving through the treatment system flows as follows:

1. Air Stripping Towers remove VOCs to below detection levels.
2. A single pass ion exchange system uses resin specifically manufactured to remove perchlorate.
3. A hydrogen peroxide injection system injects hydrogen peroxide in preparation for the UV reactors.
4. UV reactors treat for NDMA and 1, 4-Dioxane.
5. Water exiting the facility is chlorinated to provide a disinfectant residual in the water system.
6. Treated water then enters the water system and is delivered to your home.

## DRINKING WATER SOURCE ASSESSMENT

In accordance with the Federal Safe Drinking Water Act, an assessment of the drinking water sources for La Puente Valley County Water District was completed in March 2008. The purpose of the drinking water source assessment is to promote source water protection by identifying types of activities in the proximity of the drinking water sources which could pose a threat to the water quality. The assessment concluded that the La Puente Valley County Water District's sources are considered most vulnerable to the following activities or facilities associated with contaminants detected in the water supply: leaking underground storage tanks, known contaminant plumes and high density of housing. In addition, the sources are considered most vulnerable to the following facility not associated with contaminants detected in the water supply: transportation corridors – freeways/state highways. A copy of the complete assessment is available at La Puente Valley County Water District at 112 North First Street, La Puente, CA 91744. You may request a summary of the assessment by contacting Mr. Greg Galindo at 626-330-2126.

An assessment of the drinking water sources for SGVWC was updated in October 2008. The assessment concluded that SGVWC's sources are considered most vulnerable to the following activities or facilities associated with contaminants detected in the water supply: leaking underground storage tanks, hardware/lumber/parts stores, hospitals, gasoline stations, and known contaminant plumes. In addition, the sources are considered most vulnerable to the following activities or facilities not associated with contaminants detected in the water supply: above ground storage tanks, spreading basins, storm drain discharge points and transportation corridors. You may request a summary of the assessment by contacting Mr. Greg Galindo at (626) 330-2126.

## QUESTIONS?

For more information or questions regarding this report, please contact Mr. Greg Galindo at 626-330-2126.

Este informe contiene información muy importante sobre su agua potable. Para más información o preguntas con respecto a este informe, póngase en contacto con el Sr. Greg Galindo. Telefono: 626-330-2126.

## WHAT ARE DRINKING WATER STANDARDS?

In order to ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and DDW prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. DDW regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water standards established by USEPA and DDW set limits for substances that may affect consumer health or aesthetic qualities of drinking water. The chart in this report shows the following types of water quality standards:

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.

**Secondary MCLs** are set to protect the odor, taste, and appearance of drinking water.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Primary Drinking Water Standard (PDWS):** MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.

**Regulatory Action Level (AL):** The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

**Notification Level (NL):** An advisory level which, if exceeded, requires the drinking water system to notify the governing body of the local agency in which users of the drinking water reside (i.e. city council/county board of supervisors).

In addition to mandatory water quality standards, USEPA and DDW have set voluntary water quality goals for some contaminants. Water quality goals are often set at such low levels that they are not achievable in practice and are not directly measurable. Nevertheless, these goals provide useful guideposts and direction for water management practices. The chart in this report includes three types of water quality goals:

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Public Health Goal (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

## WHAT CONTAMINANTS MAY BE PRESENT IN SOURCES OF DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

**Microbial contaminants**, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

**Inorganic contaminants**, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

**Pesticides and herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

**Organic chemical contaminants**, including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gasoline stations, urban stormwater runoff, agricultural application, and septic systems.

**Radioactive contaminants**, which can be naturally-occurring or can be the result of oil and gas production and mining activities.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (1-800-426-4791).

## WHAT IS IN MY DRINKING WATER?

Your drinking water is tested by certified professional water system operators and certified laboratories to ensure its safety. The chart in this report shows the average and range of concentrations of the constituents tested in your drinking water during year 2016 or from the most recent tests. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. The chart lists all the contaminants detected in your drinking water that have Federal and State drinking water standards. Detected

unregulated contaminants of interest are also included.

## ARE THERE ANY PRECAUTIONS THE PUBLIC SHOULD CONSIDER?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).



## INFORMATION ON LEAD IN DRINKING WATER

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The La Puente Valley County Water District is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at: <https://www.epa.gov/lead>.

## NITRATE ADVISORY

At times, nitrate in your tap water may have exceeded one-half the MCL, but it was never greater than the MCL. The following advisory is issued because in 2016 the District recorded a nitrate measurement in its treated drinking water above one-half the nitrate MCL.

“Nitrate in drinking water at levels above 10 milligrams per liter (mg/L) is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant’s blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.”

# 2016 SAMPLE RESULTS

PRIMARY STANDARDS	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE [1]	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	<b>Inorganic Chemicals</b>										
	Arsenic	2016	µg/l	10	0.004	2	<2 [2]	ND - 2.9	No	Erosion of natural deposits	
	Barium	2016	mg/l	1	2	0.1	0.1	ND - 0.21	No	Erosion of natural deposits	
	Fluoride	2016	mg/l	2	1	0.1	0.40	0.16 - 0.46	No	Erosion of natural deposits	
	Hexavalent Chromium	2016	µg/l	10	0.02	1	3.1	2.4 - 7.10	No	Erosion of natural deposits; industrial waste discharge	
	Nitrate as N	2016	mg/l	10	10	0.4	7.29	4.5 - 8.20	No	Leaching from fertilizer use	
<b>Radiologicals</b>											
	Gross Alpha	2016	pCi/L	15	(0)	3	<3 [2]	ND - 11.8	No	Erosion of natural deposits	
	Uranium	2016	pCi/L	20	0.43	1	1.61	1.0 - 5.7	No	Erosion of natural deposits	
SECONDARY STANDARDS	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Chloride	2016	mg/l	500	NA	NA	26	18 - 46	No	Runoff/leaching from natural deposits	
	Odor-Threshold [4]	2016	TON	3	NA	1	1	1	No	Naturally occurring organic materials	
	Total Dissolved Solids	2016	mg/l	1,000	NA	NA	328	240 - 460	No	Runoff/leaching from natural deposits	
	Specific Conductance	2016	µS/cm	1,600	NA	NA	543	390 - 790	No	Substances that form ions in water	
	Sulfate	2016	mg/l	500	NA	0.5	52	26 - 68	No	Runoff/leaching from natural deposits	
OTHER CONSTITUENTS OF INTEREST	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Alkalinity	2016	mg/l	NA	NA	NA	163	140 - 230	No	Runoff/leaching from natural deposits	
	Calcium	2016	mg/l	NA	NA	NA	61	44 - 110	No	Runoff/leaching from natural deposits	
	Hardness (as CaCO <sub>3</sub> )	2016	mg/l	NA	NA	NA	212	150 - 350	No	Runoff/leaching from natural deposits	
	Magnesium	2016	mg/l	NA	NA	NA	14	8.8 - 20	No	Runoff/leaching from natural deposits	
	pH	2016	Unit	NA	NA	NA	7.7	6.7 - 9.6	No	Hydrogen ion concentration	
	Potassium	2016	mg/l	NA	NA	NA	2.7	2.3 - 5.1	No	Runoff/leaching from natural deposits	
	Sodium	2016	mg/l	NA	NA	NA	24.2	13 - 29	No	Runoff/leaching from natural deposits	
UNREGULATED SUBSTANCES	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Chlorate [4]	2016	µg/l	800	NA	NA	230	170 - 300	No	Byproduct of drinking water chlorination; industrial processes	
	Chlorodifluoromethane [4]	2016	µg/l	NA	NA	NA	<0.08 [3]	ND - 0.14	No	Refrigerant	
	Molybdenum [4]	2016	µg/l	NA	NA	NA	2.68	2.3 - 2.9	No	Runoff/leaching from natural deposits	
	Vanadium	2016	µg/l	50	NA	NA	4.6	ND - 4.8	No	Runoff/leaching from natural deposits	
DISTRIBUTION SYSTEM WATER QUALITY - COLIFORM BACTERIA	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	MCLG (MRDLG)	NUMBER OF DETECTIONS	NO OF VIOLATIONS	MAJOR SOURCE OF CONTAMINANT			
	Total Coliform Bacteria (state Total Coliform Rule)	2016	positive/negative	< 1 positive monthly sample	0	0	0	None	Naturally present in the environment		
	Fecal Coliform or E. coli (state Total Coliform Rule)	2016	positive/negative	(a)	0	0	0	None	Human and animal fecal waste		
	(a) A routine sample and a repeat sample detect total coliform and either sample also detects fecal coliform or E. coli										
	E. coli (federal Revised Total Coliform Rule)	2016	positive/negative	(b)	0	0	0	None	Human and animal fecal waste		
(b) Routine and repeat samples are total coliform-positive and either is E. coli-positive or system fails to take repeat samples following E. coli-positive routine sample or system fails to analyze total coliform-positive repeat sample for E. coli.											
DISTRIBUTION SYSTEM - LEAD AND COPPER	ANALYTE	YEAR SAMPLED	UNIT	AL	PHG (MCLG)	90TH %TILE	SITES ABOVE AL	MAJOR SOURCE OF CONTAMINANT			
	Lead	2014	µg/l	15	0.2	ND <5	1/24	Corrosion of household plumbing			
	Copper	2014	mg/l	1.3	0.3	0.11	0/24	Corrosion of household plumbing			
A total of 24 residences were tested for lead and copper in July 2014. Lead was detected in one sample, which exceeded the AL. Copper was detected in 16 samples, none of which exceeded the AL. The ALs for lead and copper are the concentrations which, if exceeded in more than ten percent of the samples tested, triggers treatment or other requirements that a water system must follow. In 2014, lead was detected over the AL in less than ten percent of the samples; therefore, La Puente Valley County Water District complied with the lead action level. The next required sampling for lead and copper will be performed in the summer of 2017.											
DISTRIBUTION SYSTEM - OTHER PARAMETERS	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL) <SMCL>	MCLG (MRDLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Chlorine Residual	2016	mg/l	(4)	(4)	NA	0.93	0.77 - 1.15	No	Drinking water disinfectant added for treatment	
	Color	2016	Unit	<15>	NA	NA	<1	ND - 5	No	Naturally-occurring organic materials	
	Heterotrophic Plate Count	2016	HPC	TT	NA	NA	<1	ND - 5	No	Naturally present in the environment	
	Odor	2016	TON	<3>	NA	NA	1	1	No	Naturally occurring organic materials	
	Total Trihalomethanes	2016	µg/l	80	NA	NA	3.2	2.2 - 4.2	No	By-product of drinking water chlorination	
Turbidity	2016	NTU	<5>	NA	NA	<0.1 [2]	ND - 3.6	No	Runoff/leaching from natural deposits		

## NOTES

AL = Action Level  
 DLR = Detection Limit for Purposes of Reporting  
 MCL = Maximum Contaminant Level  
 MCLG = Maximum Contaminant Level Goal  
 mg/l = parts per million or milligrams per liter  
 ng/l = parts per trillion or nanograms per liter  
 SMCL = Secondary Maximum Contaminant Level

MRDL = Maximum Residual Disinfectant Level  
 MRDLG = Maximum Residual Disinfectant Level Goal  
 NA = No Applicable Limit  
 ND = Not Detected at DLR  
 NL = Notification Level  
 TON = Threshold Odor Number

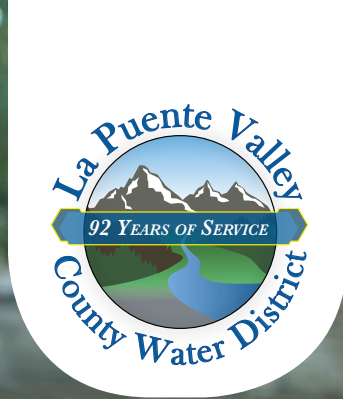
NTU = Nephelometric Turbidity Units  
 pCi/l = picoCuries per liter  
 PHG = Public Health Goal  
 µg/l = parts per billion or micrograms per liter  
 µS/cm = microsiemens/centimeter  
 TT = Treatment Technique

1. The results reported in the table are average concentrations of the constituents detected in your drinking water during year 2016 or from the most recent tests. Treated water data from La Puente Valley County Water District and Industry Public Utilities.

2. Constituent was detected but the average result is less than the DLR.

3. Constituent does not have a DLR. Constituent was detected but the average result is less than the analytical Method Reporting Limit.

4. Monitoring data from Industry Public Utilities.



# 2016 Consumer Confidence Report

Available Online July 1, 2017

<http://www.lapuentewater.com/ccr.pdf>



LA PUENTE VALLEY COUNTY  
WATER DISTRICT  
112 N. FIRST STREET  
LA PUENTE, CA 91744  
(626) 330-2126

[WWW.LAPUENTEWATER.COM](http://WWW.LAPUENTEWATER.COM)

## **Learn more about your water quality.**

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# 2016 Consumer Confidence Report

## KNOW YOUR WATER

Industry Public Utilities is committed to keeping you informed on the quality of your drinking water. This report is provided to you annually and it includes information on where your drinking water comes from, the constituents found in your drinking water and how the water quality compares with the regulatory standards. We are proud to report that during 2016, the drinking water provided by Industry Public Utilities met or surpassed all Federal and State drinking water standards. We remain dedicated to providing you with a reliable supply of high quality drinking water.

This report contains important information about your drinking water. Translate it or speak with someone who understands it. For more information or questions regarding this report, please contact Mr. Greg Galindo at (626) 336-1307.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien. Para más información o preguntas con respecto a este informe, póngase en contacto con el Sr. Greg Galindo (626) 336-1307.

此份有關你的食水報告,內有重要資料和訊息,請找他人為你翻譯及解釋清楚。

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## CONNECT WITH US

### COMMISSION

**Mark D. Radecki**  
*President*

**Abraham N. Cruz**  
*Commissioner*

**Catherine Marcucci**  
*Commissioner*

**Cory C. Moss**  
*Commissioner*

**Newell W. Ruggles**  
*Commissioner*

### GOVERNANCE

Regularly scheduled meetings of Industry Public Utilities Commission are held on the third Thursday of each month at 9:00 am at 15651 East Stafford Street, City of Industry. These meetings provide an opportunity for public participation in decisions that may affect the quality of your water.

### GENERAL INFORMATION

**Office Hours:** Monday - Friday 8 a.m.-5 p.m.  
**Phone:** (626) 336-1307 | **Fax:** (626) 330-2679

**E-mail:** [service@lapuentewater.com](mailto:service@lapuentewater.com)  
**After hours emergency service:** (626) 336-1307

## MESSAGE TO OUR CUSTOMERS

A safe, dependable water supply lies at the foundation of a thriving community. Industry Public Utilities is dedicated to providing its customers with a reliable supply of high-quality drinking water at the most reasonable cost.

The historic five-year drought posed unique challenges for water providers across the State. 2015 was particularly challenging due to mandatory conservation regulations and mandates. However, because of Industry Public Utilities' customers commitment to conservation, the annual water usage was 14% less than previous years, equating to over 68 million gallons of water saved. In 2016, Governor Brown declared the drought to be over, but called on Californians to maintain the conservation lifestyle to combat the lasting effects of the drought. The Utilities' customers have made great strides in achieving the state's conservation standz and we commend your strong efforts. Although the drought is over, conservation remains a critical duty of water agencies are their customers.

Industry Public Utilities is committed to safeguarding our communities' water supply. Agency leadership makes every decision with this commitment at the forefront of mind. By proactively identifying capital improvement opportunities and continuously seeking ways to improve service, the Industry Public Utilities works to ensure the quality and reliability of your water now and into the future.

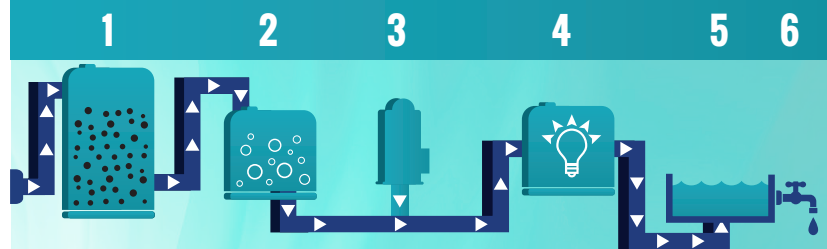
We are proud to serve a community that values sustainability and responsibility. In this report, you will find important information about the water quality in the Industry Public Utilities water system. For more information about your water services and to learn more about the agency, visit [industrypublicutilities.com](http://industrypublicutilities.com).

## WHERE DOES MY DRINKING WATER COME FROM?

### WATER SOURCES

Industry Public Utilities water system is operated and managed by the La Puente Valley County Water District. During 2015, Industry Public Utilities' water supply came from San Gabriel Valley Water Company (SGVWC) and La Puente Valley County Water District wells and the City of Industry Well No. 5 all located within the Main San Gabriel Groundwater Basin. This well water is treated and then disinfected with chlorine before it is delivered to your home.

*The majority of the water delivered to customers through the water system undergoes a significant treatment process. The treatment systems are designed to treat specific types of contaminants. This entire process is monitored closely and the water is sampled regularly to verify the treatment systems are effective.*



#### Water moving through the treatment system flows as follows:

1. Granular Activated Carbon Filled (GAC) Vessels remove VOCs to below detection levels.
2. A single pass ion exchange system uses resin specially manufactured to remove perchlorate.
3. A hydrogen peroxide injection system injects hydrogen peroxide in preparation for the UV reactors.
4. UV reactors treat for NDMA and 1, 4-Dioxane.
5. Water exiting the facility is chlorinated to provide a disinfectant residual in the water system.
6. Treated water then enters the water system and is delivered to your home.

## DRINKING WATER SOURCE ASSESSMENT

An assessment of the drinking water sources for SGVWC was updated in October 2008. The assessment concluded that SGVWC's sources are considered most vulnerable to the following activities or facilities associated with contaminants detected in the water supply: leaking underground storage tanks, hardware/lumber/parts stores, hospitals, gasoline stations, and known contaminant plumes. In addition, the sources are considered most vulnerable to the following activities or facilities not associated with contaminants detected in the water supply: above ground storage tanks, spreading basins, storm drain discharge points and transportation corridors. You may request a summary of the assessment by contacting Industry Public Utilities' office at 626-336-1307.

An assessment of the drinking water sources for La Puente Valley County Water District was completed in March 2008. The assessment concluded that the La Puente Valley County Water District's sources are considered most vulnerable to the following activities or facilities associated with contaminants detected in the water supply: leaking underground storage tanks, known contaminant plumes and high density of housing. In addition, the sources are considered most vulnerable to the following facility not associated with contaminants detected in the water supply: transportation corridors – freeways/state highways. You may request a summary of the assessment by contacting Industry Public Utilities' office at 626-336-1307

## QUESTIONS?

For more information or questions regarding this report, please contact Mr. Greg Galindo at 626-336-1307.

Este informe contiene información muy importante sobre su agua potable. Para más información o preguntas con respecto a este informe, póngase en contacto con el Sr. Greg Galindo. Telefono: 626-336-1307.

## WHAT ARE DRINKING WATER STANDARDS?

In order to ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and DDW prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. DDW regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water standards established by USEPA and DDW set limits for substances that may affect consumer health or aesthetic qualities of drinking water. The chart in this report shows the following types of water quality standards:

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.

**Secondary MCLs** are set to protect the odor, taste, and appearance of drinking water.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Primary Drinking Water Standard (PDWS):** MCLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.

**Regulatory Action Level (AL):** The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

**Notification Level (NL):** An advisory level which, if exceeded, requires the drinking water system to notify the governing body of the local agency in which users of the drinking water reside (i.e. city council/county board of supervisors).

In addition to mandatory water quality standards, USEPA and DDW have set voluntary water quality goals for some contaminants. Water quality goals are often set at such low levels that they are not achievable in practice and are not directly measurable. Nevertheless, these goals provide useful guideposts and direction for water management practices. The chart in this report includes three types of water quality goals:

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Public Health Goal (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

## WHAT CONTAMINANTS MAY BE PRESENT IN SOURCES OF DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

**Microbial contaminants**, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

**Inorganic contaminants**, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

**Pesticides and herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

**Organic chemical contaminants**, including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gasoline stations, urban stormwater runoff, agricultural application, and septic systems.

**Radioactive contaminants**, which can be naturally-occurring or can be the result of oil and gas production and mining activities.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (1-800-426-4791).

## WHAT IS IN MY DRINKING WATER?

Your drinking water is tested by certified professional water system operators and certified laboratories to ensure its safety. The chart in this report shows the average and range of concentrations of the constituents tested in your drinking water during year 2015 or from the most recent tests. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. The chart lists all the contaminants detected in your drinking water that have Federal and State drinking water standards. Detected

unregulated contaminants of interest are also included.

## ARE THERE ANY PRECAUTIONS THE PUBLIC SHOULD CONSIDER?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).



## INFORMATION ON LEAD IN DRINKING WATER

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Industry Public Utilities is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at: <https://www.epa.gov/lead>.

## NITRATE ADVISORY

At times, nitrate in your tap water may have exceeded one-half the MCL, but it was never greater than the MCL. The following advisory is issued because in 2016 Industry Public Utilities recorded a nitrate measurement in its treated drinking water which exceeded one-half the nitrate MCL.

“Nitrate in drinking water at levels above 10 milligrams per liter (mg/L) is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant’s blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.”



# 2016 SAMPLE RESULTS

PRIMARY STANDARDS	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE [1]	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	<b>Inorganic Chemicals</b>										
	Arsenic	2016	µg/l	10	0.004	2	< 2 [2]	ND - 2.9	No	Erosion of natural deposits	
	Barium	2016	mg/l	1	2	0.1	0.21	ND - 0.21	No	Discharges of oil drilling wastes and from metal refineries; erosion of natural deposits	
	Fluoride	2016	mg/l	2	1	0.1	0.28	0.16 - 0.46	No	Erosion of natural deposits	
	Hexavalent Chromium	2016	µg/l	10	0.02	1	3.91	2.4 - 7.10	No	Erosion of natural deposits; industrial waste discharge	
	Nitrate as N	2016	mg/l	10	10	0.4	7.1	4.5 - 8.2	No	Leaching from fertilizer use	
<b>Radiologicals</b>											
	Gross Alpha	2016	pCi/L	15	(0)	3	4.7	ND - 12	No	Decay of natural and man-made deposits	
	Uranium	2016	pCi/L	20	0.43	1	3.3	1 - 5.7	No	Erosion of natural deposits	
SECONDARY STANDARDS	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Chloride	2016	mg/l	500	NA	NA	28	18 - 46	No	Runoff/leaching from natural deposits	
	Odor-Threshold [4]	2016	TON	3	NA	1	1	1	No	Naturally occurring organic materials	
	Total Dissolved Solids	2016	mg/l	1,000	NA	NA	346	240 - 460	No	Runoff/leaching from natural deposits	
	Specific Conductance	2016	µmho/cm	1,600	NA	NA	594	390 - 790	No	Substances that form from ions in water	
	Sulfate	2016	mg/l	500	NA	0.5	44	26 - 68	No	Runoff/leaching from natural deposits	
OTHER CONSTITUENTS OF INTEREST	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Alkalinity	2016	mg/l	NA	NA	NA	185	140 - 230	No	Runoff/leaching from natural deposits	
	Calcium	2016	mg/l	NA	NA	NA	79	44 - 110	No	Runoff/leaching from natural deposits	
	Hardness (as CaCO <sub>3</sub> )	2016	mg/l	NA	NA	NA	260	150 - 350	No	Runoff/leaching from natural deposits	
	Magnesium	2016	mg/l	NA	NA	NA	15	8.8 - 20	No	Runoff/leaching from natural deposits	
	pH	2016	Unit	NA	NA	NA	7.8	6.8 - 9	No	Hydrogen ion concentration	
	Potassium	2016	mg/l	NA	NA	NA	3.8	2.3 - 5.1	No	Runoff/leaching from natural deposits	
	Sodium	2016	mg/l	NA	NA	NA	19	13 - 29	No	Runoff/leaching from natural deposits	
UNREGULATED SUBSTANCES	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	PHG (MCLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Chlorate	2016	µg/l	800	NA	NA	221	170 - 300	No	Byproduct of drinking water chlorination; industrial processes	
	Chlorodifluoromethane	2016	µg/l	NA	NA	NA	<0.08 [3]	ND - 0.14	No	Refrigerant	
	Molybdenum	2016	µg/l	NA	NA	NA	2.57	2.3 - 2.9	No	Runoff/leaching from natural deposits	
	Strontium	2016	µg/l	NA	NA	NA	605	550 - 660	No	Runoff/leaching from natural deposits	
	Vanadium	2016	µg/l	50	NA	NA	2.4	ND - 4.8	No	Runoff/leaching from natural deposits	
DISTRIBUTION SYSTEM WATER QUALITY - COLIFORM BACTERIA	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL)	MCLG (MRDLG)	NUMBER OF DETECTIONS	NO OF VIOLATIONS	MAJOR SOURCE OF CONTAMINANT			
	Total Coliform Bacteria (state Total Coliform Rule)	2016	positive/negative	< 1 positive monthly sample	0	0	None	Naturally present in the environment			
	Fecal Coliform or E. coli (state Total Coliform Rule)	2016	positive/negative	(a)	0	0	None	Human and animal fecal waste			
	(a) A routine sample and a repeat sample detect total coliform and either sample also detects fecal coliform or E. coli										
	E. coli (federal Revised Total Coliform Rule)	2016	positive/negative	(b)	0	0	None	Human and animal fecal waste			
	(b) Routine and repeat samples are total coliform-positive and either is E. coli-positive or system fails to take repeat samples following E. coli-positive routine sample or system fails to analyze total coliform-positive repeat sample for E. coli.										
DISTRIBUTION SYSTEM - LEAD AND COPPER	ANALYTE	YEAR SAMPLED	UNIT	AL	PHG (MCLG)	90TH %TILE	SITES ABOVE AL	MAJOR SOURCE OF CONTAMINANT			
	Lead	2014	µg/l	15	0.2	3.1	0/23	Corrosion of household plumbing			
	Copper	2014	mg/l	1.3	0.3	0.58	0/23	Corrosion of household plumbing			
	A total of 23 residences were tested for lead and copper in July 2017. Lead was detected in 19 samples, none of which exceeded the AL. Copper was detected in 4 samples, none of which exceeded the AL. The ALs for lead and copper are the concentrations which, if exceeded in more than ten percent of the samples tested, triggers treatment or other requirements that a water system must follow. The Industry Public Utilities complies with the Lead and Copper Rule. The next required sampling for lead and copper will be performed in the summer of 2020.										
DISTRIBUTION SYSTEM - OTHER PARAMETERS	ANALYTE	YEAR SAMPLED	UNIT	MCL (MRDL) <SMCL>	MCLG (MRDLG)	DLR	AVERAGE	RANGE	VIOLATION	MAJOR SOURCE OF CONTAMINANT	
	Chlorine Residual (mg/l)	2016	mg/l	(4)	(4)	NA	1.08	0.8 - 1.4	No	Drinking water disinfectant added for treatment	
	Color	2016	Unit	<15>	NA	NA	ND	ND	No	Naturally-occurring organic materials	
	Haloacetic Acids	2016	µg/l	60	NA	NA	0.7	ND - 1.4	No	Naturally present in the environment	
	Heterotrophic Plate Count	2016	HPC	TT	NA	NA	1.65	ND - 190	No	Naturally present in the environment	
	Odor	2016	TON	<3>	NA	NA	1	1	No	Naturally occurring organic materials	
	Total Trihalomethanes	2016	µg/l	80	NA	NA	6.8	0.64 - 13	No	By-product of drinking water chlorination	
	Turbidity	2016	NTU	<5>	NA	NA	<0.1 [3]	ND - 0.2	No	Runoff/leaching from natural deposits	

## NOTES

AL = Action Level  
 DLR = Detection Limit for Purposes of Reporting  
 MCL = Maximum Contaminant Level  
 MCLG = Maximum Contaminant Level Goal  
 mg/l = parts per million or milligrams per liter  
 ng/l = parts per trillion or nanograms per liter  
 SCML = Secondary Maximum Contaminant Level

MRDL = Maximum Residual Disinfectant Level  
 MRDLG = Maximum Residual Disinfectant Level Goal  
 NA = No Applicable Limit  
 ND = Not Detected at DLR  
 NL = Notification Level  
 TON = Threshold Odor Number

NTU = Nephelometric Turbidity Units  
 pCi/l = picoCuries per liter  
 PHG = Public Health Goal  
 µg/l = parts per billion or micrograms per liter  
 µmho/cm = micromhos per centimeter  
 TT = Treatment Technique

1. The results reported in the table are average concentrations of the constituents detected in your drinking water during year 2016 or from the most recent tests. Treated water data are provided by San Gabriel Valley Water Company and La Puente Valley County Water District.

2. Constituent was detected but the average result is less than the DLR.

3. Constituent does not have a DLR. Constituent was detected but the average result is less than the analytical Method Reporting Limit.

4. This water quality is regulated by a secondary standard to maintain aesthetic characteristics (taste, odor, color).



# Industry Public Utilities 2016 Consumer Confidence Report

**Available Online July 1, 2017**

**<http://www.industrypublicutilities.com/ccr.pdf>**



INDUSTRY PUBLIC UTILITIES  
112 N. FIRST STREET  
LA PUENTE, CA 91744  
(626) 336-1307

[WWW.INDUSTRYPUBLICUTILITIES.COM](http://WWW.INDUSTRYPUBLICUTILITIES.COM)

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# STAFF REPORT



Meeting Date: June 26, 2017

To: Honorable Board of Directors

Subject: Consideration of Approval for Plans and Specifications of the 12-inch Waterline in Del Valle Avenue in Support of the 45-Unit Housing Development at 747 Del Valle Avenue.

**Purpose -** *Approve the design and specifications of a new waterline in Del Valle Avenue (From Temple Ave. to 747 Del Valle) to procure bids for construction.*

**Recommendation -** *Approve the Plans and Specifications of the new waterline in Del Valle Avenue.*

**Fiscal Impact -** *A deposit for the design cost has been received from the developer. No impact to the District's 2017 Budget from this action.*

## ***Summary***

On February 13, 2017, the Board authorized the General Manager to secure professional engineering services from Civiltec Engineering, Inc. for the design of a new waterline in Del Valle Avenue in support of a 45-unit housing development (3.89-acre project site) located south of and adjacent to Del Valle Elementary School.

Civiltec Engineering finalized (approved by LPVCWD staff and City of La Puente Engineering) the design plan for the 12-inch waterline in Del Valle Avenue and provided the following:

- Approved Final Design Drawings (enclosed herein)
- Final Technical Specifications (enclosed herein)
- 3 sets of completed signed documents for bidding

The design of the new 12-inch Ductile Iron Pipe (DIP) waterline consists of a Tie-In with the existing 16-inch AC main on Temple Avenue and extends northerly along Del Valle Avenue approximately 1,300 feet to a point of connection with the new development.

LPVCWD staff has composed an estimated cost for construction based on similar waterline projects.

## ***Fiscal Impact***

There is no impact to the District's 2017 Budget given that all cost for design and construction are funded by the developer.

***Recommendation***

Staff requests approval of the Plans and Specifications of the new waterline in Del Valle Avenue to then proceed with the procurement of bids for construction.

Respectfully Submitted,

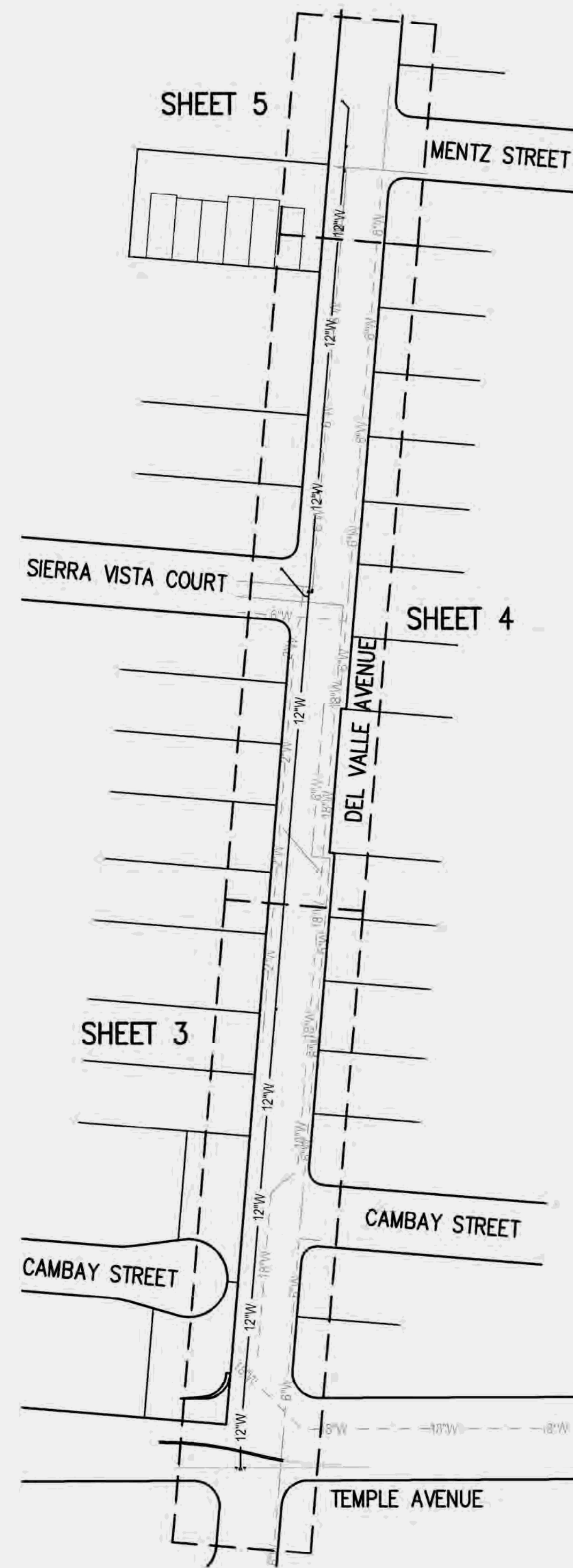
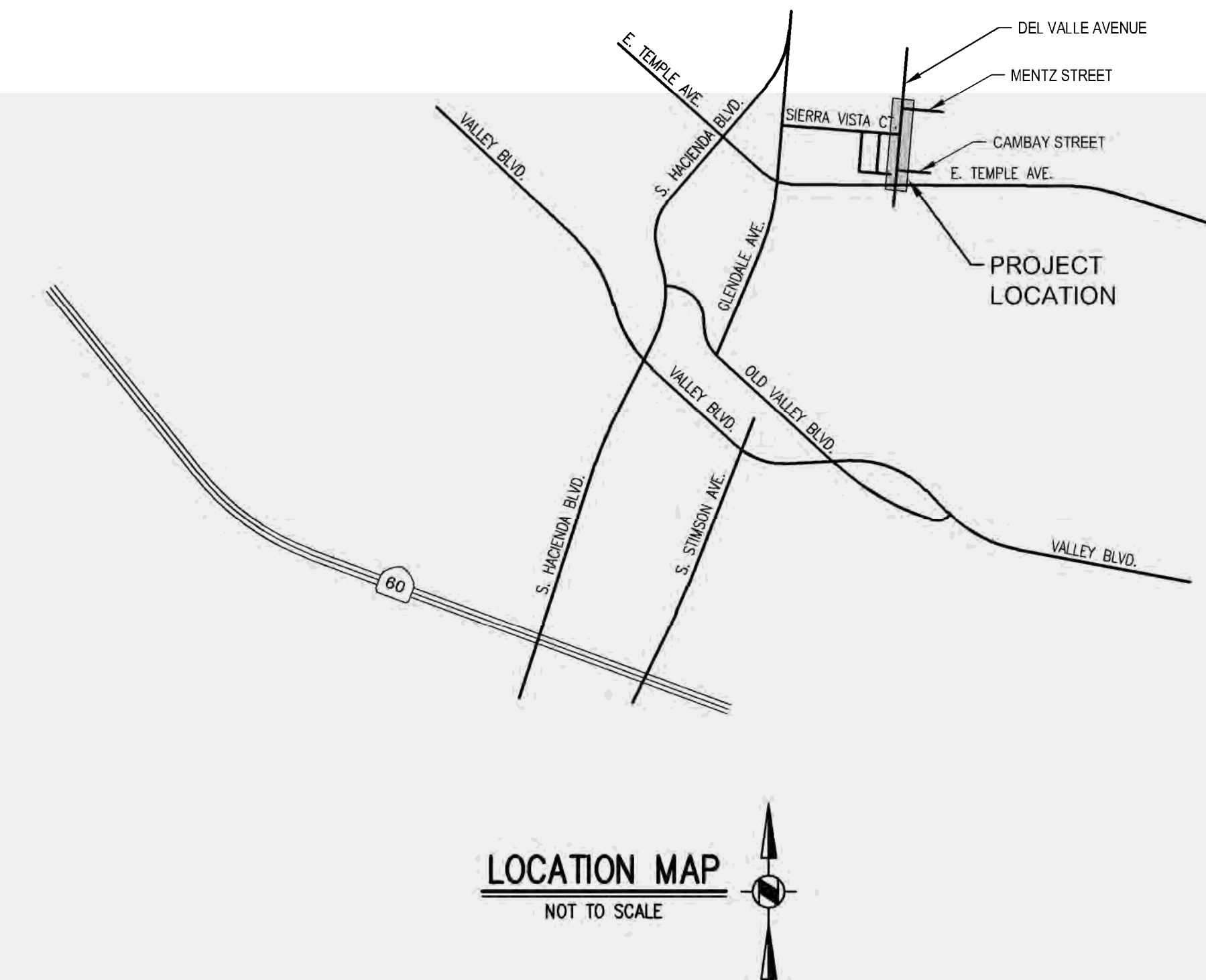
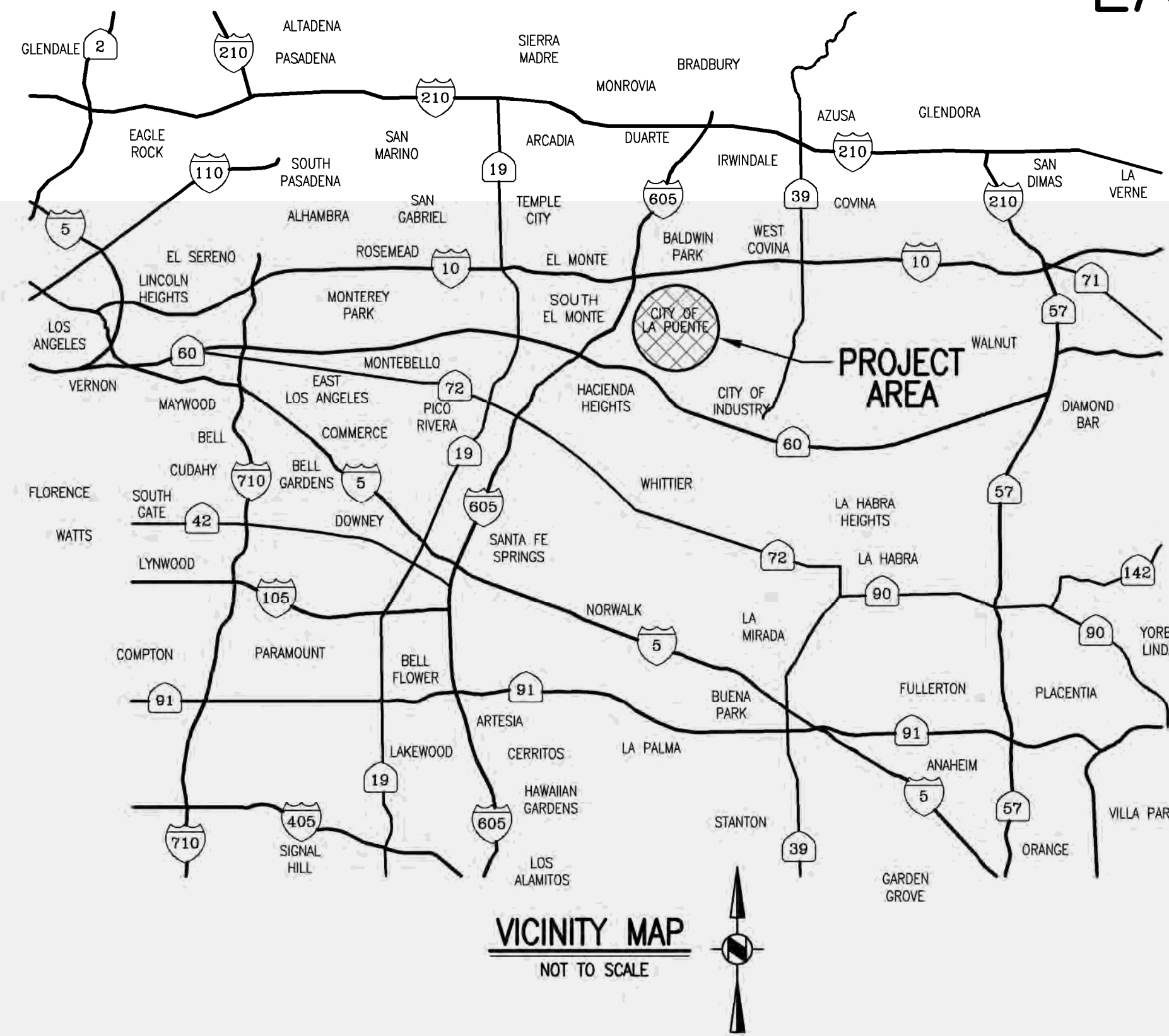
*Roy Frausto*

Compliance Officer/Project Engineer

***Enclosure(s)***

- *Approved Final Design Drawings*
- *Final Technical Specifications*

# LA PUENTE VALLEY COUNTY WATER DISTRICT DEL VALLE WATER MAIN EXTENSION



### BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES NOTE:

- 1 ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- 2 STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- 3 FUELS, OILS, SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- 4 NON-STORM WATER RUNOFF FROM EQUIPMENT AND VEHICLE WASHING AND OTHER ACTIVITY SHALL BE CONTAINED AT THE PROJECT SITE.
- 5 EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- 6 TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND. ("GREEN WASTE" OR SOLID WASTE, BUT NOT DIRT, GENERATED WITHIN CITY OF INDUSTRY MUST BE DEPOSITED IN COVERED RECEPTACLE & DISPOSED OF BY GRAND CENTRAL RECYCLING, AT CONTRACTORS EXPENSE).
- 7 SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- 8 ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

### UTILITY CONTACTS

TELEPHONE:	VERIZON	CHRIS THORPE	(626) 813-4507
CABLE COMPANY:	ADELPHIA	RAY MIX	(909) 390-4777
POWER:	SO. CAL. EDISON CO.	RON GONZALES	(909) 592-3725
WATER:	L.P.V.C.W.D.	ROY FRAUSTO OR KEITH BOWMAN	(626) 330-2126
CO. OF L.A.F.D.			
FIRE PREVENTION DIVISION:		AREA 5 INDUSTRY	(626) 913-8464
CITY OF INDUSTRY:		UPENDRA JOSHI, P.E.	(626) 956-8274
(C & C ENGINEERING)			
CITY OF LA PUENTE:		GREG LINDSEY	(626) 855-1540
L.A.C.D.W.P.		KEITH MATHIAS	(626) 338-9509
SUBURBAN WATER SYSTEMS		DAVE BUTTON	(562) 244-2762

SHEET INDEX	
SHEET No.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	WATER PLAN & PROFILE
4	WATER PLAN & PROFILE
5	WATER PLAN & PROFILE AND DETAILS
6	DETAILS

### BENCH MARK

LOS ANGELES COUNTY PUBLIC WORKS SURVEY SECTION  
QUAD YEAR 2005, BM NUMBER KG3977. L & T IN N. CURB 11.5 FT W/O BCR @ NW CORNER OF TEMPLE AVENUE & DEL VALLE AVE.

ELEV. = 396.392

X:\2017\201710-00-EPOND-BEL VALLE WATERMAIN EXTENSION\DWG\SHEETS\IMPROVEMENT PLANS\008 PLANS FOR CLUTY\1 COVER SHEETING (06-22-17 2:30:00PM)

A Free Public Service Provided by  
Underground Service Alert of Southern California

REFERENCES							
NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION	APP.	DATE

APPROVED BY:	76613	5/22/2017
CIVILTEC ENGINEERING, INC.	RCE	DATE
APPROVED BY:		
LA PUENTE VALLEY COUNTY WATER DISTRICT		DATE

PLANS PREPARED BY:

Civil, Water, Wastewater, Drainage,  
and Transportation Engineering  
Construction Management • Surveying  
California • Arizona

118 West Lime Avenue  
Monrovia, Ca. 91016  
Phone: (626) 357-0588  
Fax: (626) 303-7957  
Web: www.civiltec.com

LA PUENTE VALLEY COUNTY WATER DISTRICT

CITY OF LA PUENTE  
DEL VALLE AVENUE - WATER MAIN IMPROVEMENTS  
COVER SHEET

DESIGN: SH	CHECKED: SH	DRAWN: MM
DESIGN DATE: MAY.2017	JOB NO. 2017110.00	SHEET 1 OF 6

**GENERAL NOTES**

- 1 THIS WATER SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION ALL WORK SHALL BE SUBJECT TO THE DISTRICT'S WATER INSPECTOR'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR. IN ADDITION, ALL TRENCH BACKFILL, A.C. PAVING, AND CONCRETE REPLACEMENT SHALL BE SUBJECT TO THE DISTRICT ENGINEER'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR.
- 2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS AND MAKE NECESSARY POT HOLE, NOTIFY THE VARIOUS UTILITIES TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. ANY DELAY OR INCONVENIENCE CAUSED THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
- 3 PRIOR TO CONSTRUCTION OF THE WATER MAIN, THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL OBTAIN DISTRICT APPROVAL TO EXPOSE THE EXISTING WATER LINE WHERE CONNECTIONS WILL OCCUR AND VERIFY THEIR ELEVATION AND LOCATION. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR DISCREPANCIES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. THE DISTRICT GENERAL WATER MANAGER SHALL BE CONSULTED TO MAKE ANY/ALL REQUIRED INTERPRETATIONS OF THE PLANS, HOWEVER, THIS IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY FOR CONSTRUCTING THE PROJECT TO ACCOMPLISH THE INTENT OF THE PLANS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO A FAILURE TO GIVE SUCH NOTIFICATION.
- 4 CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATING WITH OTHER SUB-CONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION OPERATIONS.
- 5 ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."
- 6 CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND THE DISTRICT AND ITS REPRESENTATIVE, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
- 7 CONTRACTOR SHALL SUBMIT THEIR SURVEY RECORDS TO THE DISTRICT ENGINEER AND "AS-BUILT" WATER PLANS TO THE DISTRICT'S INSPECTOR PRIOR TO FINAL INSPECTION.
- 8 CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMITS FROM THE DISTRICT AND CITY OF LA PUENTE PRIOR TO COMMENCING ANY WORK.
- 9 THE CONTRACTOR SHALL NOTIFY THE DISTRICT, AND THE CITY OF LA PUENTE OFFICES FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION AND AT LEAST TWO (2) WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARDS.
- 10 ALL PERMIT WORK SHALL CONFORM TO PERMIT REQUIREMENTS AT ALL TIMES. THE PLANS, SPECIFICATIONS AND ALL NECESSARY PERMITS REQUIRED BY THE DISTRICT AND THE CITY SHALL BE ON THE JOB SITE AT ALL TIMES.
- 11 ALL WORK WHICH IS NOT IN THE PUBLIC RIGHT OF WAY SHALL BE DONE AT THE LEAST INCONVENIENCE TO THE PROPERTY OWNER, CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING LANDSCAPING. ALL PRIVATE OR PUBLIC WALLS, FENCES, SOILS REMOVED FOR THE CONSTRUCTION OF THIS PIPE LINE SHALL BE REPLACED TO MATCH EXISTING. CONTRACTOR SHALL FILL ALL TURF & LANDSCAPED AREAS TO ORIGINAL GRADE. PLACE PLATING AT ALL DRIVEWAY ENTRANCES ON EXPOSED WORK FOR PUBLIC CONVENIENCE.
- 12 ALL BACKFILL, COMPACTING, PAVING, CONCRETE RECONSTRUCTION, INCIDENTAL SEWER LINE RECONSTRUCTION, AND TRAFFIC CONTROL SHALL BE INSPECTED BY THE APPROPRIATED DISTRICT OR CITY INSPECTORS. ALL FOLLOWING WORKS SHALL BE INSPECTED BY THE DISTRICT'S INSPECTOR:
  - (A) TRENCHING, BEDDING AND SHADING.
  - (B) PLACING OF PIPE, VALVES, FITTINGS, THRUST BLOCKS.
  - (C) OTHER UNDERGROUND UTILITIES IN PLACE.
  - (D) LEAKAGE TESTING, FLUSHING, DISINFECTION, BACTERIOLOGICAL ANALYSIS AND TIE-IN.
  - (E) VALVE BOXES RAISED TO GRADE AND LINES FLUSHED.
  - (F) FINAL INSPECTION.

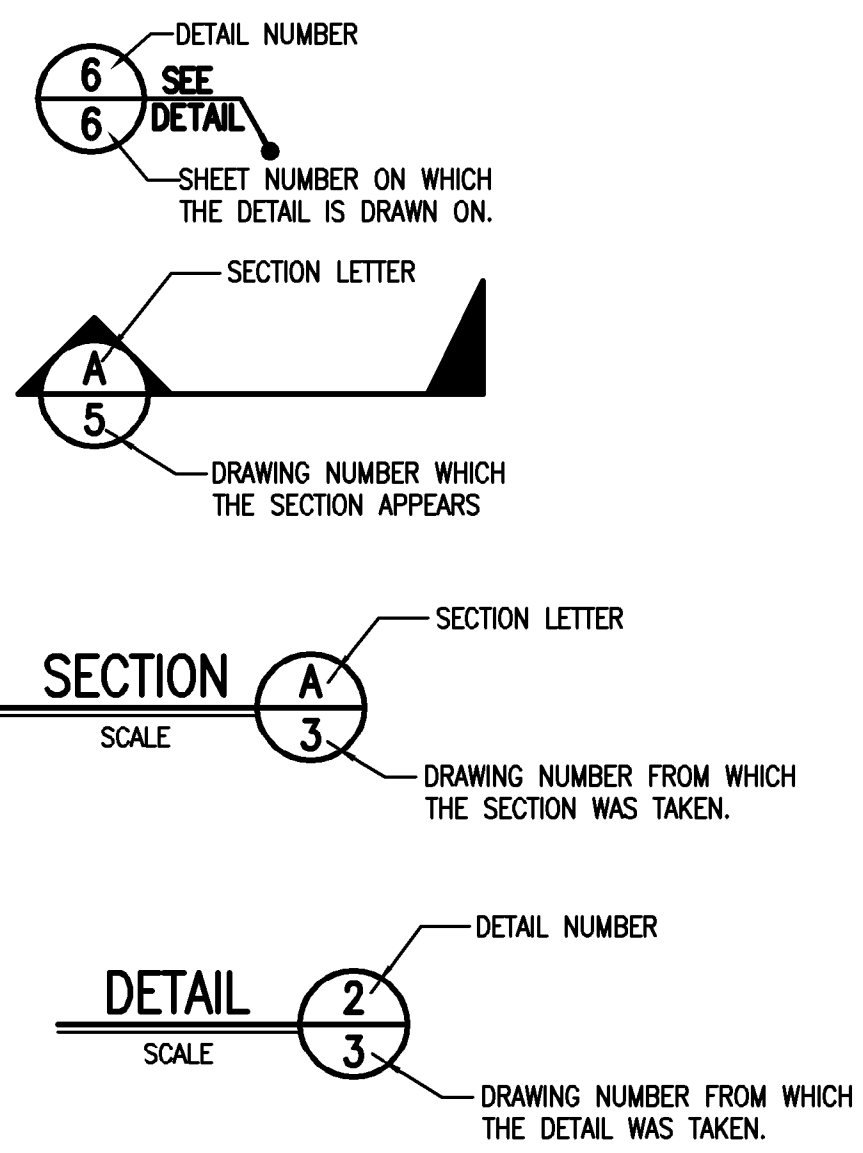
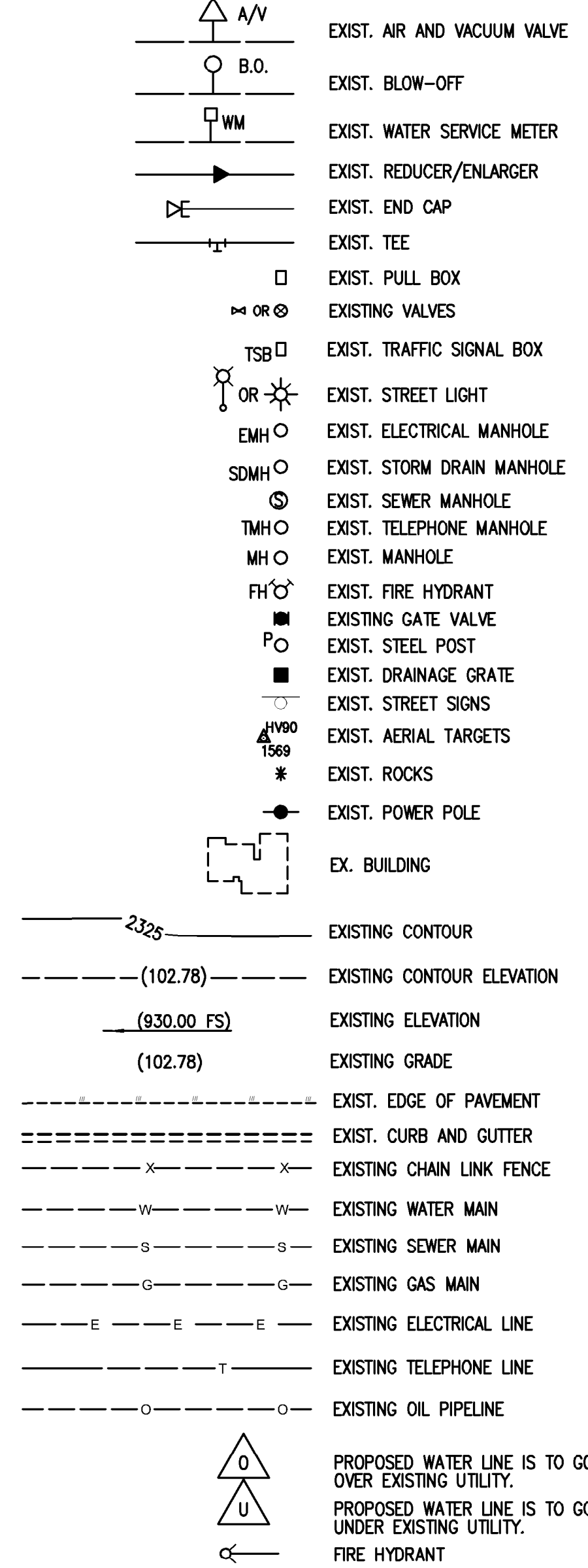
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED.
- 13 SCARIFY A.C. PAVING BEFORE TRENCHING. IF CUT LINE IS LESS THAN THREE FEET FROM AN EXISTING CUT LINE, EXPANSION JOINT, OR EDGE, THE EXISTING PAVEMENT SHALL BE REMOVED TO CUT LINE, EXPANSION JOINT, OR EDGE, OR AS DIRECTED BY THE INSPECTOR.
  - 14 TRENCH BACKFILL AND STREET RESURFACING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND TRENCH DETAIL.
  - 15 CONTRACTOR SHALL NOT BACKFILL TRENCH UNTIL THE INSPECTOR HAS OBTAINED AS-BUILT STATIONING ON ALL STRUCTURES. ALL BACKFILL FOR THE ENTIRE PROJECT SHALL BE 3/4" CRUSHED AGGREGATE BASE UNLESS OTHERWISE SPECIFIED OR APPROVED BY THE DISTRICT'S ENGINEER.
  - 16 ANY CONCRETE CURB, GUTTER, OR SIDEWALK REQUIRING REMOVAL FOR WATER MAIN INSTALLATION OR SERVICE CONNECTION SHALL BE REPLACED IN KIND.
  - 17 COMPACTION TEST SHALL BE REQUIRED FOR ALL TRENCH BACKFILL IN ACCORDANCE WITH THE DISTRICT'S STANDARDS AT THE EXPENSE OF THE CONTRACTOR. CONTACT THE DISTRICT ENGINEER TO SET TIMES AND LOCATIONS OF TESTS

- 18 PIPE SHALL BE DUCTILE IRON PIPE, AS NOTED. MINIMUM COVER TO FINISHED SURFACE SHALL BE 36" FOR 8" PIPE AND 48" FOR 10" PIPE OR AS NOTED ON PLANS. WATER MAINS SHALL BE SAND BEDDED AND SHADED TO 12" ABOVE TOP OF PIPE. WHEREVER A WATER LINE ENCOUNTERS AN OBSTRUCTION AND CROSSING OVER WILL RESULT IN LESS THAN 30" OF COVER OVER THE WATER LINE, IT SHALL CROSS UNDER OBSTRUCTION WITH A MINIMUM OF 12 INCHES CLEARANCE.
- 19 COPPER PIPE SHALL BE TYPE K AS NOTED AND SHALL BE ENCASED WITH A MINIMUM 6-MIL THICK POLYETHYLENE SLEEVE. BURIED COPPER WATER MAINS (NON-SERVICE LATERALS) SHALL BE SAND BEDDED AND SHADED TO 12" ABOVE TOP OF PIPE. ALL JOINTS SHALL BE TIN-SILVER SOLDERED.
- 20 ALL PIPELINE REALIGNMENT DUE TO OTHER EXISTING UTILITIES SHALL BE APPROVED BY THE DISTRICT'S INSPECTOR. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE DISTRICT'S INSPECTOR.
- 21 ALL FITTINGS SHALL BE MJ (RESTRAINT TYPE), EXCEPT AT HOT TAPS AND FOR CONNECTIONS TO ACP, U.N.O. ALL SLEEVES SHALL BE STAINLESS STEEL. ALL AS-BUILT DRAWINGS OF EXISTING MAIN AT TIE-INS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL FURNISH ALL FITTINGS NECESSARY FOR ANY DEVIATION OF PIPE ALIGNMENT NOT SHOWN ON THE PLANS.
- 22 SHUT DOWN OF EXISTING WATER MAINS SHALL BE LIMITED TO SIX (6) HOURS MAXIMUM, UNLESS DIRECTED OTHERWISE BY THE DISTRICT'S INSPECTOR WITH 24 HOUR NOTIFICATION.
- 23 CONNECTIONS TO EXISTING WATER LINES SHALL BE DONE ONLY IN THE PRESENCE OF THE DISTRICT'S INSPECTOR.
- 24 ALL BACTI AND PRESSURE TESTS SHALL BE APPROVED BY THE DISTRICT'S INSPECTOR PRIOR TO PLACEMENT OF PERMANENT RESURFACING, DISINFECTION SHALL BE CONDUCTED IN ACCORDANCE WITH WATER CHLORINATION PRINCIPLES AND PRACTICES AWWA NO. M20.
- 25 ALL CONSTRUCTION ACTIVITIES SHALL BE IN COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GUIDELINES AND THE CLEAN WATER ACT.
- 26 DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR, PARTS 117 AND 302.
- 27 POTENTIAL POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PLANT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPER CHLORINATED POTABLE WATER LINE FLUSHINGS.
- 28 DURING CONSTRUCTION, IF DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IT SHALL BE COLLECTED IN A SPECIFIED CONTAINER IN A TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- 29 WHEN CUTTING AND DISPOSING OF ASBESTOS CONCRETE PIPE, CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO REMOVE PIPE ACCORDING TO STANDARD PROCEDURES AND DISPOSE AT APPROPRIATE APPROVED SITES FOR HAZARDOUS WASTE.
- 30 ALL DAMAGED OR REMOVED TRAFFIC STRIPING OR LEGENDS SHALL BE REPLACED IN THERMOPLASTIC TO MATCH EXISTING. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK BETWEEN 4:00 PM AND 7:00 AM ON ANY WEEKDAY AND NOT ON SATURDAY, SUNDAY, OR HOLIDAYS AT ANY TIME EXCEPT AS APPROVED IN WRITING BY THE CITY ENGINEER.
- 31 TRAFFIC CONTROL SHALL BE PER THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE CITY OF LA PUENTE WILL REQUIRE A TRAFFIC CONTROL PLAN STAMPED AND SIGNED BY A REGISTERED TRAFFIC ENGINEER AT THE DISCRETION OF THE CITY.
- 32 PRIOR TO SCHEDULING THE GRINDING AND OVERLAY OF DEL VALLE AVENUE, THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF LA PUENTE TO ARRANGE AN ACCEPTABLE CONSTRUCTION DATE. ALL OTHER UTILITY INSTALLATIONS OR OTHER WORK BEING PERFORMED IN DEL VALLE AVENUE MUST BE COMPLETED BY THE RESPECTIVE CONTRACTORS BEFORE PERMISSION FROM THE CITY TO PROCEED WITH THE GRIND AND OVERLAY WILL BE GIVEN.

**ABBREVIATIONS**

A.C.	ASPHALT CONCRETE
AWWA	AMERICAN WATER WORKS ASSOCIATION
ACP	ASBESTOS CEMENT PIPE
CL	CENTER LINE
C.A.B.	CRUSHED AGGREGATE BASE CLASS
CLR	CLEAR
CMC	CEMENT MORTAR COATED
CML	CEMENT MORTAR LINED
CML & P	CEMENT MORTAR LINED AND PAINTED
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DR.	DRIVE
DWG.	DRAWING
E/O	EAST OF EXISTING
EX	EXISTING
FE	FLANGED END
FIG.	FIGURE
GA	GAUGE
GB	GRADE BREAK
HP	HORSE POWER
INV.	INVERT
LPV/CWD	LA PUENTE VALLEY COUNTY WATER DISTRICT
MAX.	MAXIMUM
MIN.	MINIMUM
MJ	MECHANICAL JOINT
N/O	NORTH OF
NTS	NOT TO SCALE
OAE	OR APPROVED EQUAL ON CENTER
OC	OUTSIDE DIAMETER
OD	
PCC	PORTLAND CEMENT CONCRETE
PE	PLAIN END
PVC	POLY VINYL CHLORIDE
R/W	RIGHT-OF-WAY
SCGCo.	SOUTHERN CALIFORNIA GAS COMPANY
SGVWC	SAN GABRIEL VALLEY WATER COMPANY
S/O	SOUTH OF
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
ST	STREET
STA.	STATION
STD.	STANDARD
STL	STEEL
SWS	SUBURBAN WATER SYSTEMS
TJ	TYTON JOINT
TRANS.	TRANSITION
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
V	VELOCITY
W/	WITH
WM	WATER METER
W/O	WEST OF
WV	WATER VALVE

**LEGEND**



X:\2017\20171010-EPOND-DEL VALLE WATERMAIN EXTENSION\DWG\SHEETS\IMPROVEMENT PLANS\008 PLANS FOR CLIENT\2 GENERAL NOTES.DWG (08-22-17 2:30:25PM)

**REFERENCES**

NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION	APP.	DATE

APPROVED BY: \_\_\_\_\_ DATE: 5/22/2017

CIVILTEC ENGINEERING, INC. 76613 RCE DATE

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

LA PUENTE VALLEY COUNTY WATER DISTRICT DATE

PLANS PREPARED BY:

Civil, Water, Wastewater, Drainage, and Transportation Engineering  
Construction Management • Surveying  
California • Arizona

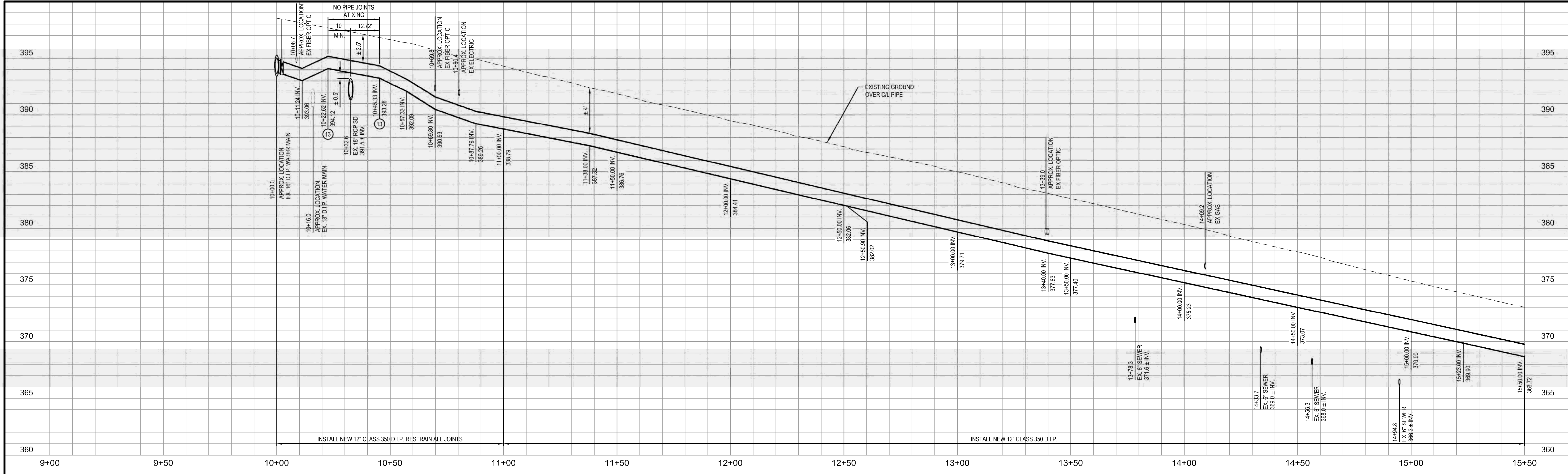
118 West Lime Avenue  
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Web: www.civiltec.com

**LA PUENTE VALLEY COUNTY WATER DISTRICT**

CITY OF LA PUENTE  
DEL VALLE AVENUE - WATER MAIN IMPROVEMENTS  
GENERAL NOTES

DESIGN: SH	CHECKED: SH	DRAWN: MM
DESIGN DATE: MAY, 2017	JOB NO. 2017110.00	SHEET 2 OF 6

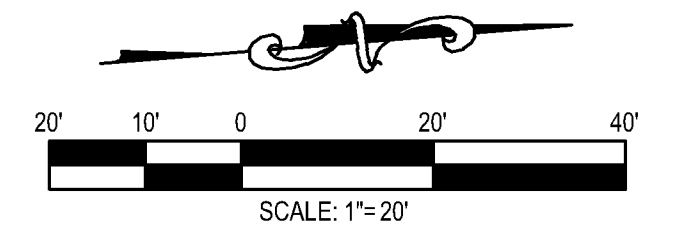
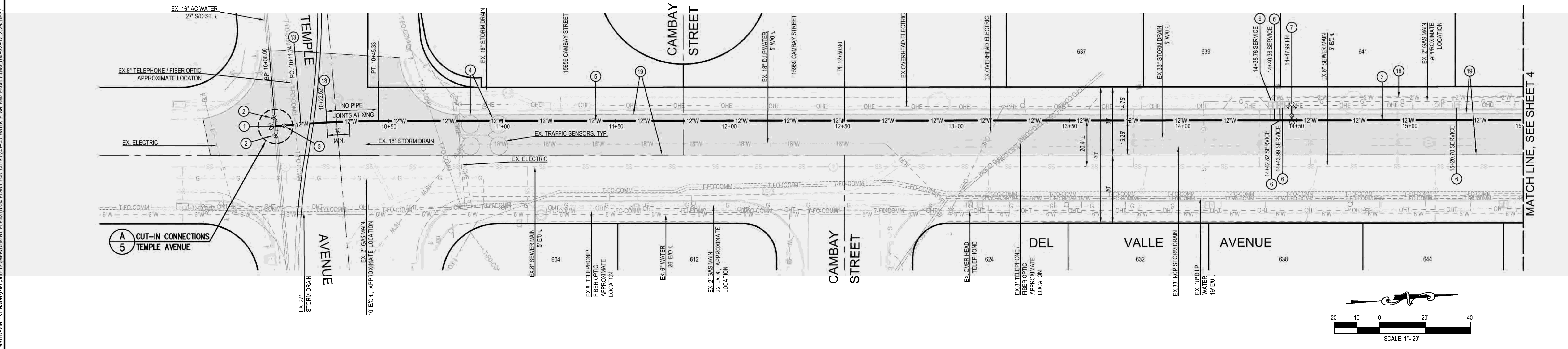
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**CONSTRUCTION NOTES:**

- |  |  |  |
|--|--|--|
| 1. INSTALL NEW FLG (ALL SIDES) 16" x 12" TEE. THRUST BLOCK PER DETAIL, SHEET 5                           | 5. INSTALL NEW 12" CLASS 350 DUCTILE IRON PIPE. TRENCHING PER DETAIL 4, SHEET 6. | 18. EX 2" WATER MAIN AND SADDLE SHALL BE DISCONNECTED FROM EX 6" MAIN. CAP AND ABANDON 2" MAIN AT CONNECTION POINT. INSTALL 6" REPAIR CLAMP ON PIPE AT CONNECTION POINT. SEE SHEET 4 FOR CONNECTION POINT. |
| 2. INSTALL NEW 16" FE x FE BUTTERFLY VALVE. VALVE BOX AND COVER PER DETAIL 5, SHEET 6                    | 6. INSTALL NEW 1" DOMESTIC WATER SERVICE PER DETAIL 2, SHEET 6.                  | 19. GRIND & OVERLAY 1.5" ARHM RUBBERIZED ASPHALT (ARHM-GG-C PER THE GREENBOOK, LATEST EDITION).  |
| 3. INSTALL NEW 12" RESILIENT WEDGE GATE VALVE, FE x MJ. VALVE BOX AND COVER PER DETAIL 5, SHEET 6        | 7. INSTALL 6" FIRE HYDRANT ASSEMBLY, PER DETAIL 3, SHEET 5                       |  |
| 4. EX. TRAFFIC SENSOR WIRE. REMOVE & REPLACE. COORDINATE SIGNAL MODIFICATION WITH THE CITY OF LA PUENTE. | 13. INSTALL NEW 11-1/4" MJ BEND WITH MEGA LUG JOINT RESTRAINT                    |  |

**PROFILE SCALE**  
 HORIZ. 1"=20'  
 VERT. 1"=4'



**811** Know what's below. Call before you dig.  
 DIGALERT  
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 Underground Service Alert of Southern California

REFERENCES							
NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION	APP.	DATE

APPROVED BY:	76613	5/22/2017
CIVILTEC ENGINEERING, INC.	RCE	DATE
APPROVED BY:		
LA PUENTE VALLEY COUNTY WATER DISTRICT		DATE

PLANS PREPARED BY:  
  
 CIVILTEC engineering inc.  
 Civil, Water, Wastewater, Drainage, and Transportation Engineering  
 Construction Management • Surveying  
 California • Arizona

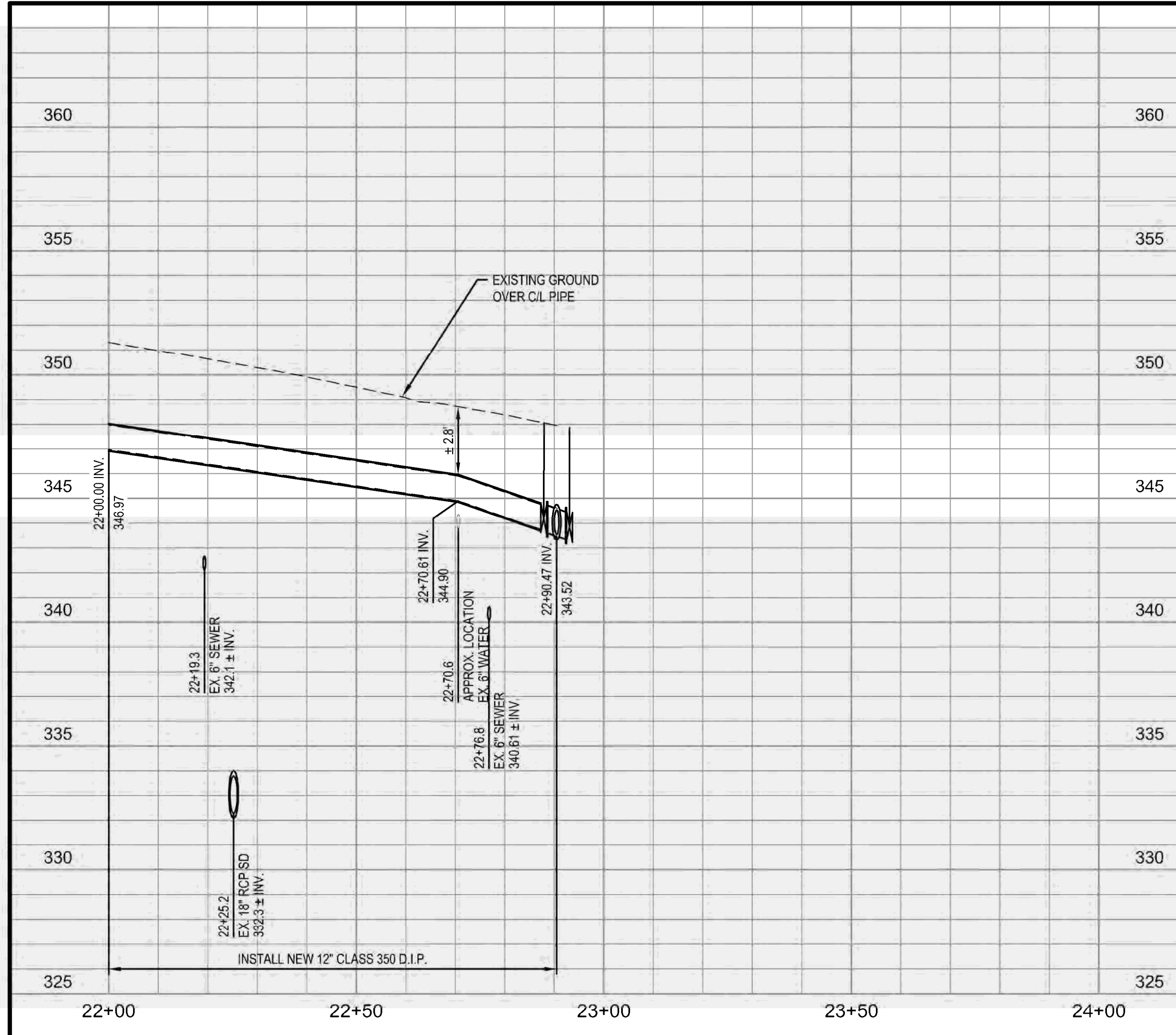
118 West Lime Avenue  
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**LA PUENTE VALLEY COUNTY WATER DISTRICT**  
 CITY OF LA PUENTE  
 DEL VALLE AVENUE - WATER MAIN IMPROVEMENTS  
 WATER PLAN & PROFILE

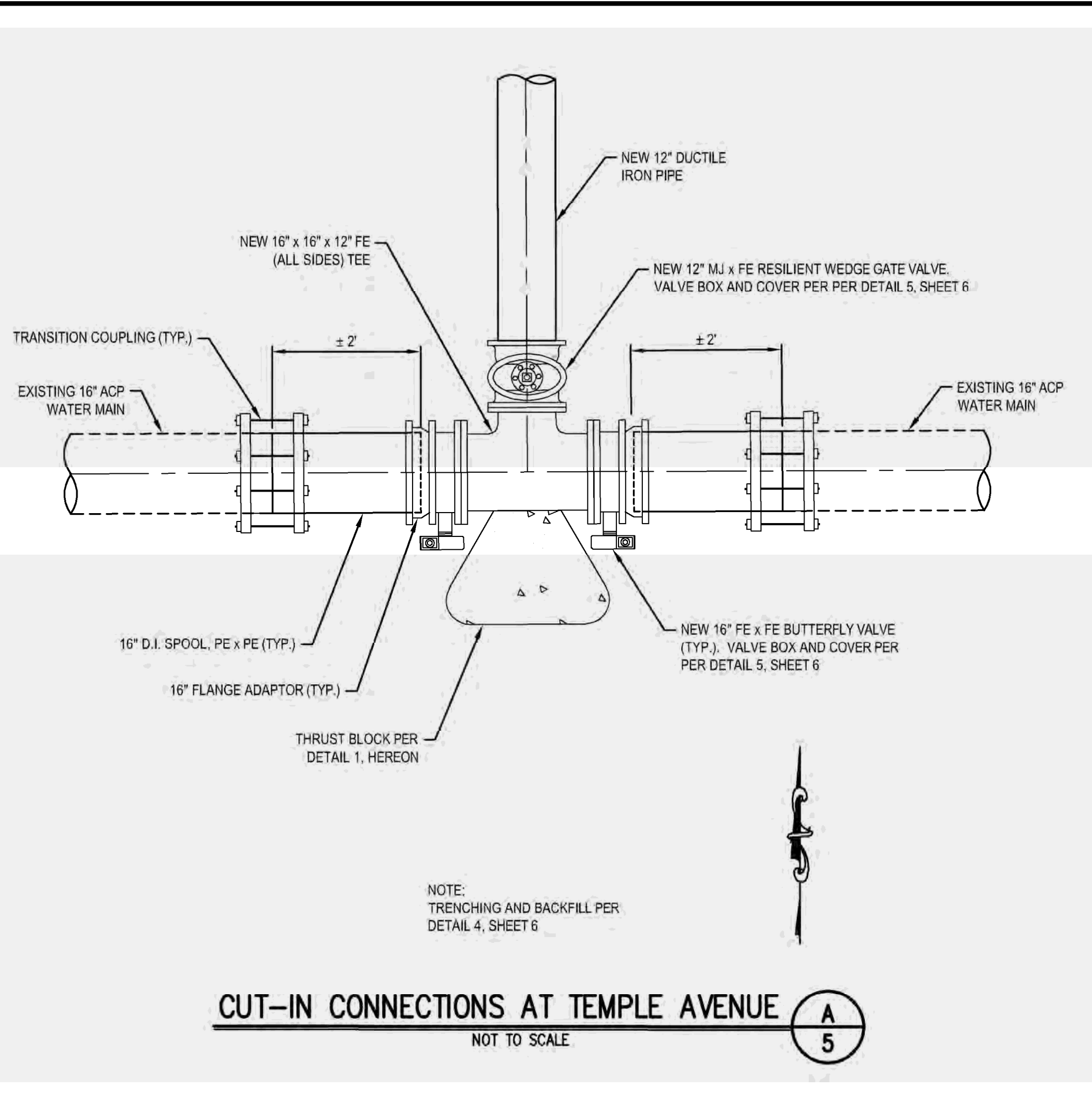
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DESIGN DATE: MAY, 2017	JOB NO. 2017110.00	SHEET 3 OF 6



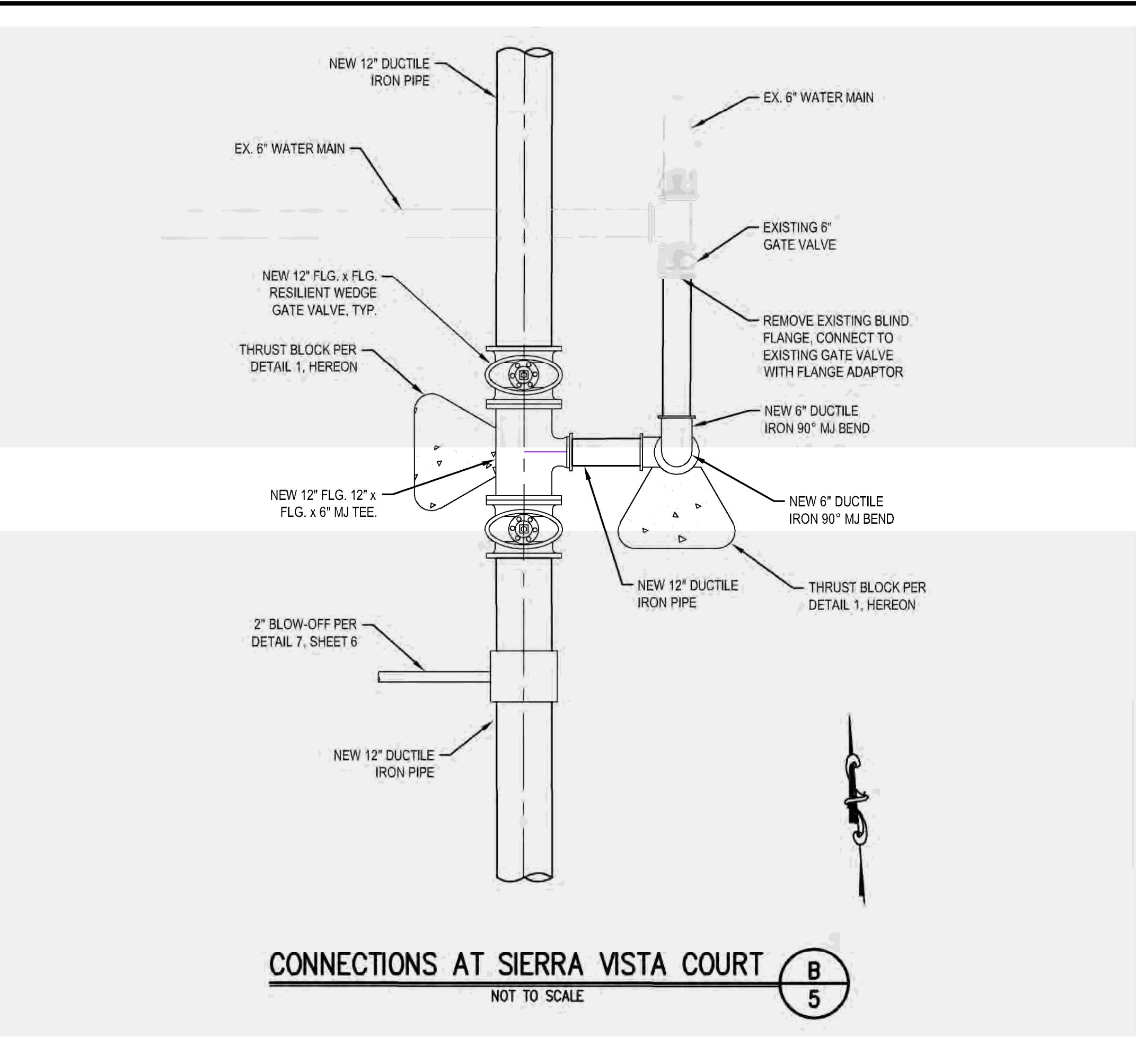




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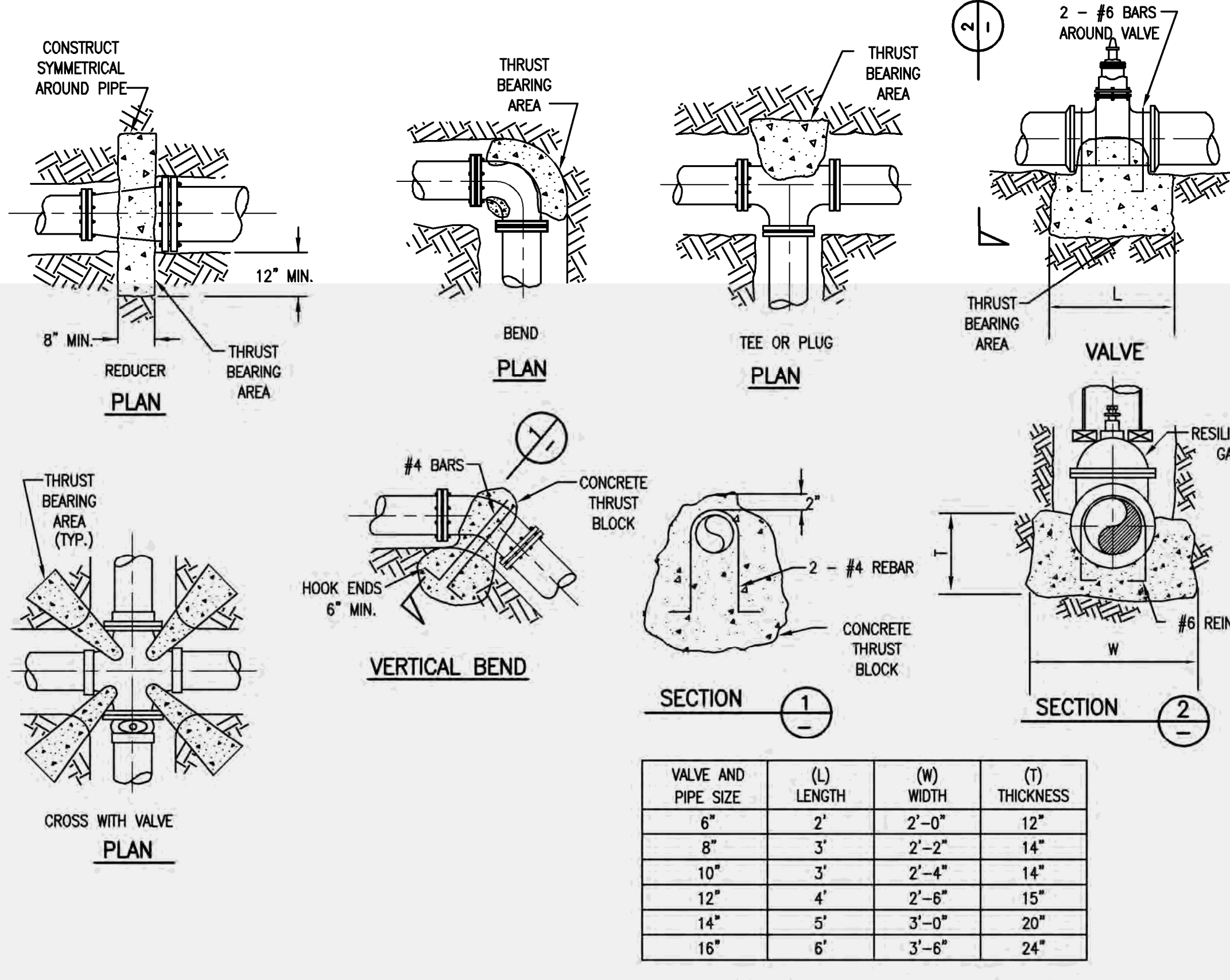
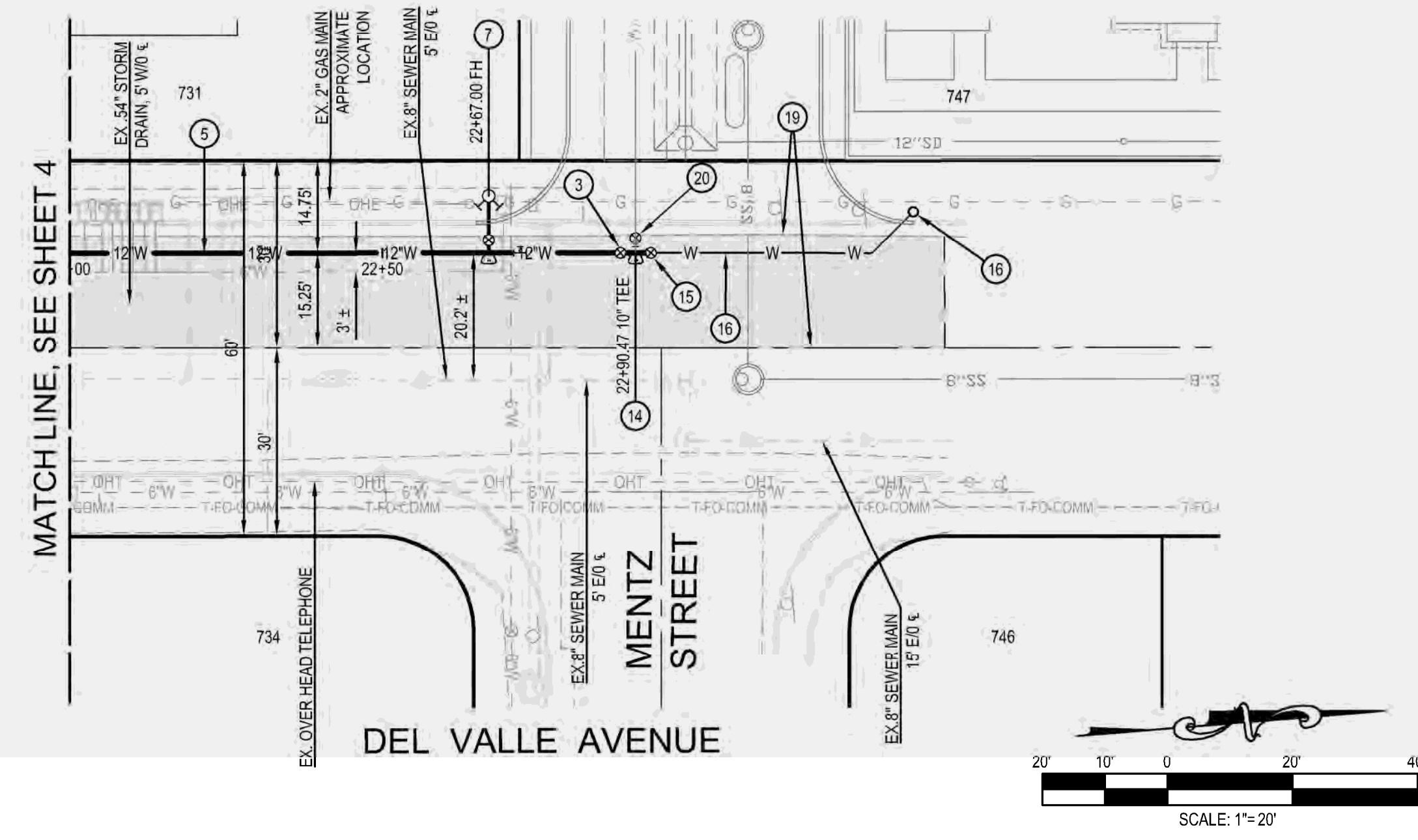
**CUT-IN CONNECTIONS AT TEMPLE AVENUE** A  
 NOT TO SCALE 5



**CONNECTIONS AT SIERRA VISTA COURT** B  
 NOT TO SCALE 5

**CONSTRUCTION NOTES:**

- |   |  |
|---|--|
| 3. INSTALL NEW 12" RESILIENT WEDGE GATE VALVE, FE x MJ. VALVE BOX AND COVER PER DETAIL 5, SHEET 6 | 15. INSTALL NEW 12" RESILIENT WEDGE GATE VALVE, FE x FE WITH 2" THREADED COMPANION.                |
| 5. INSTALL NEW 12" CLASS 350 DUCTILE IRON PIPE. TRENCHING PER DETAIL 4, SHEET 6.                  | 16. INSTALL NEW 2" BLOW-OFF PER DETAIL 6, SHEET 6  |
| 7. INSTALL 6" FIRE HYDRANT ASSEMBLY, PER DETAIL 3, SHEET 5  | 19. GRIND & OVERLAY 1.5" ARHM RUBBERIZED ASPHALT (ARHM-GG-C PER THE GREENBOOK, LATEST EDITION).    |
| 14. INSTALL 12" x 12" x 10" FE (ALL SIDES) TEE. THRUST BLOCK PER DETAIL 1, SHEET 5                | 20. INSTALL NEW 10" RESILIENT WEDGE GATE VALVE, FE x MJ. VALVE BOX AND COVER PER DETAIL 5, SHEET 6 |



VALVE AND PIPE SIZE	(L) LENGTH	(W) WIDTH	(T) THICKNESS
6"	2'	2'-0"	12"
8"	3'	2'-2"	14"
10"	3'	2'-4"	14"
12"	4'	2'-6"	15"
14"	5'	3'-0"	20"
16"	6'	3'-6"	24"

**THRUST BEARING AREA (SQUARE FEET)**

PIPE SIZE	TEST PRESSURE (PSI)							
	6"	8"	10"	12"	14"	16"	18"	
90'	4.0	7.1	11.1	16.0	22.0	29.0	36.0	
45'	2.2	3.8	6.0	8.7	12.0	15.5	19.5	
22.5'	2.0	2.0	3.1	4.4	6.0	8.0	10.0	
11.25'	2.0	2.0	2.0	2.2	3.0	4.0	5.0	
PLUG	5.7	10.1	15.7	22.6	22.6	22.6	22.6	
TEE/VALVE	2.8	5.0	7.9	11.3	15.5	20.0	25.5	
CROSS *	2.8	5.0	7.9	11.3	15.5	20.0	25.5	
REDUCER	2.0	4.0	7.0	10.0	10.0	10.0	10.0	

\* WITH A VALVE

TABLE(S) BASED ON SOIL BEARING VALUE OF 1500 LB. PER SQUARE FOOT.  
 CALCULATIONS MUST BE SUBMITTED FOR OTHER SOIL BEARING VALUES OR OTHER TEST PRESSURE IN WATER MAIN.

**VERTICAL ANCHOR (CUBIC FEET OF P.C.C.)**

PIPE SIZE	TEST PRESSURE (PSI)							
	6"	8"	10"	12"	14"	16"	18"	
90'	62	111	173	249	298	387	503	
45'	44	78	122	176	229	298	387	
22.5'	24	42	66	95	105	160	178	
11.25'	12	22	34	49	61	93	103	

- NOTES:**
- THRUST BLOCKS MUST BEAR ON UNDISTURBED SOIL.
  - CONCRETE FOR THRUST & ANCHOR BLOCKS SHALL BE OF CLASS 4800-C-2000 IN ACCORDANCE WITH S.S.P.W.C. IT SHALL BE POURED (12" THICK MIN.) AGAINST UNDISTURBED SOIL. P.C.C. SHALL BE KEPT CLEAR OF PIPE & BELL OF THE FITTINGS.
  - WHEN MECHANICAL JOINTS ARE UTILIZED, SET FORMS TO SEPARATE BOLTS FROM P.C.C. TO ASSURE ACCESS TO BOLTS & JOINTS.

**CONC. THRUST BLOCK DETAIL** 1  
 NOT TO SCALE 5

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 DIGALERT  
 A Free Public Service Provided by Underground Service Alert of Southern California

REFERENCES					
NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION

APPROVED BY:	76613	5/22/2017
CIVILTEC ENGINEERING, INC.	RCE	DATE
APPROVED BY:		
LA PUENTE VALLEY COUNTY WATER DISTRICT		DATE

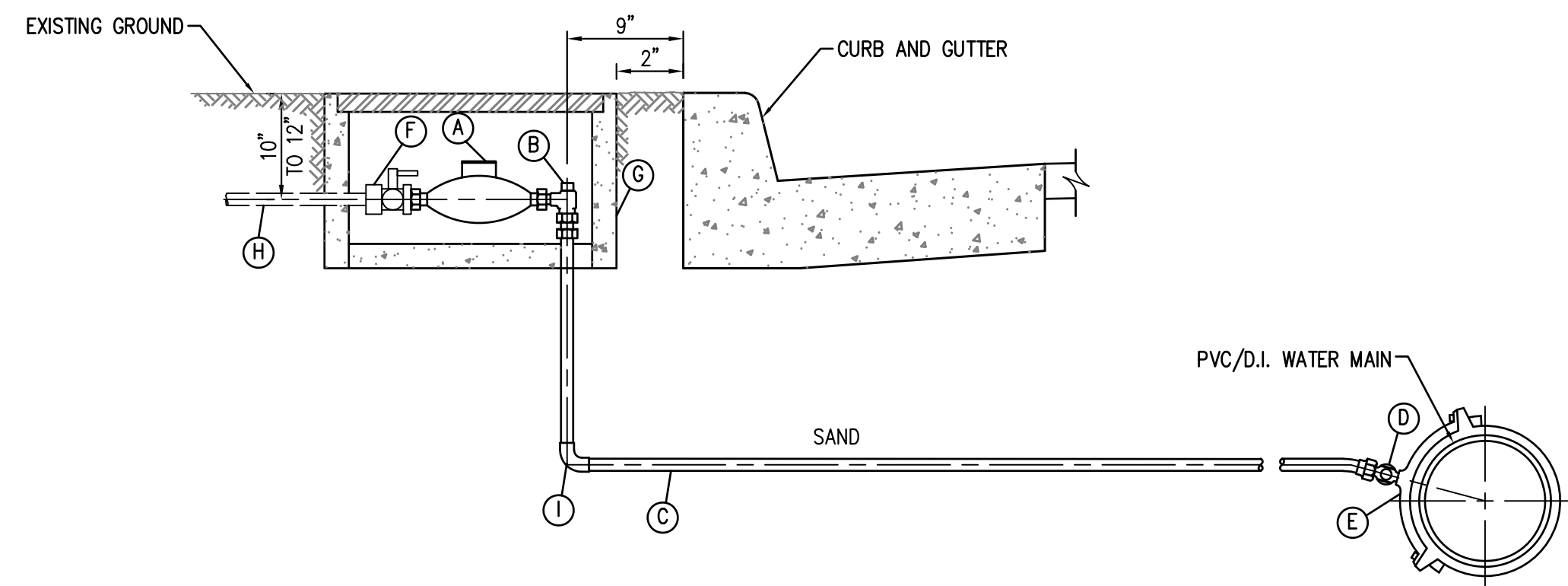
PLANS PREPARED BY:  
**CIVILTEC** engineering inc.  
 Civil, Water, Wastewater, Drainage, and Transportation Engineering  
 Construction Management & Surveying  
 California • Arizona

118 West Lime Avenue  
 Monrovia, Ca. 91016  
 Phone: (626) 357-0588  
 Fax: (626) 303-7957  
 Web: www.civiltec.com

**LA PUENTE VALLEY COUNTY WATER DISTRICT**  
 CITY OF LA PUENTE  
 DEL VALLE AVENUE - WATER MAIN IMPROVEMENTS  
 WATER PLAN & PROFILE AND DETAILS

DESIGN: SH    CHECKED: SH    DRAWN: MM

DESIGN DATE: MAY, 2017    JOB NO. 2017110.00    SHEET 5 OF 6



**LIST OF FITTINGS**

- (A) EXISTING METER (SEE NOTES AND METER AND SERVICE SIZES TABLE). RE-ORIENT AS NECESSARY AS SHOWN.
- (B) ANGLE METER STOP, MULLER H-14277 WITH CT110
- (C) 1" COPPER PIPE, TYPE "K" SOFT
- (D) 1" CORPORATION STOP, MUELLER H-14277 WITH CT110
- (E) BRONZE SADDLE, MUELLER, FORD OR JONES
- (F) SERVICE CONNECTION
- (G) J.R. 5 1/2 BOX, W/ READING LID POLY-CAST
- (H) EXISTING CUSTOMER SERVICE LINE. CONNECT NECESSARY FITTINGS TO CONNECT
- (I) 1" SWEAT JOINT COPPER QUARTER BEND

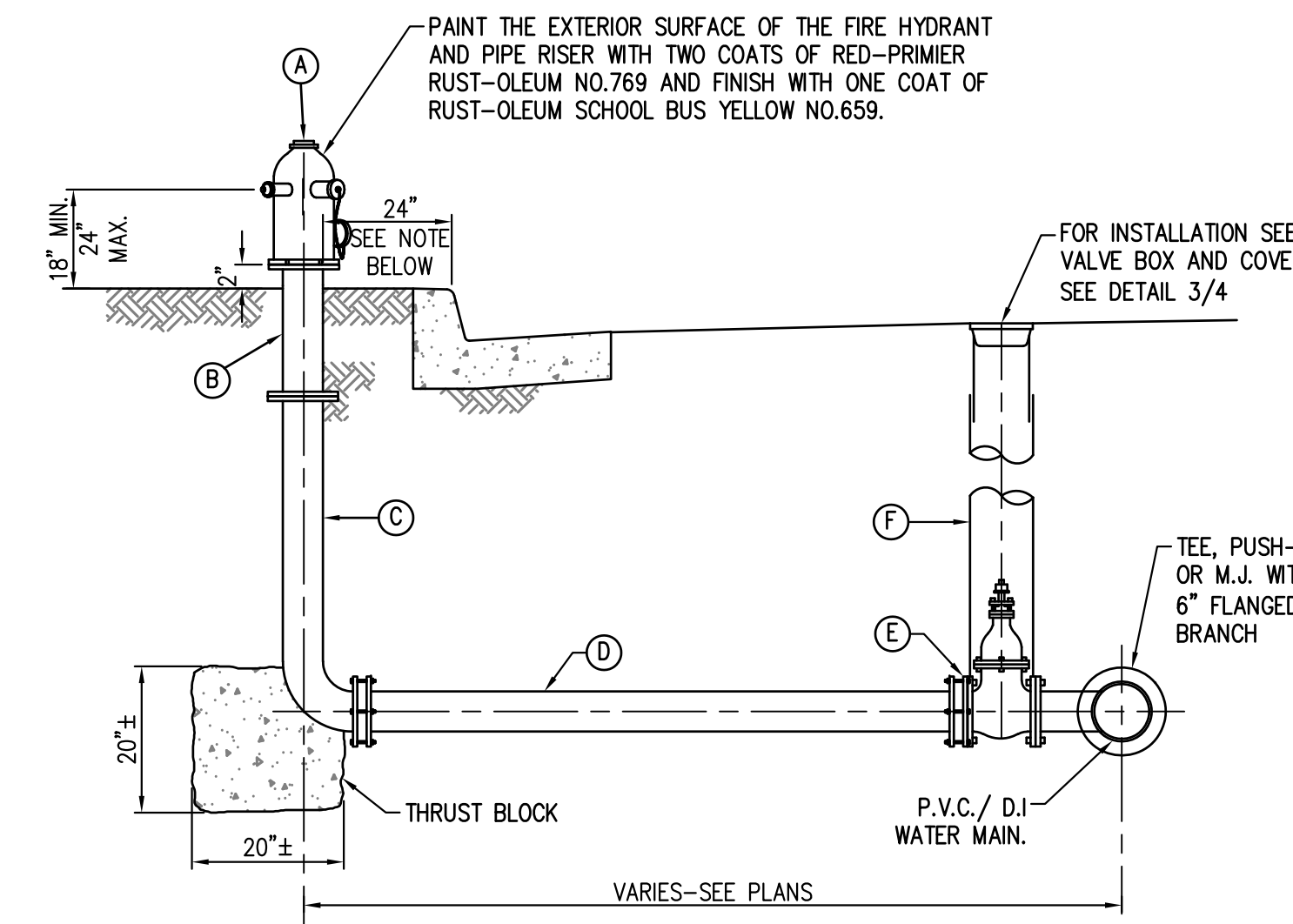
**EXISTING METER NOTES:**

1. ALL METER AND BOXES ARE EXISTING
2. SEE METERS & SERVICE SIZES TABLE
3. INSTALL REDUCER BASED ON EXISTING METER SIZE.

**METER & SERVICE SIZES**

ADDRESS	METER SIZE (In.)	NEW SERVICE (In.)	STA
637 (UNIT A)	5/8	1	14+38.78
637 (UNIT B)	5/8	1	14+40.36
639 (UNIT A)	3/4	1	14+42.82
639 (UNIT B)	5/8	1	14+43.99
641	3/4	1	15+20.70
645	5/8	1	15+56.40
657	3/4	1	16+38.62
658	3/4	1	16+33.18
667	5/8	1	17+19.23

**1" SERVICE W/ OPTIONAL FIRE SYSTEM SUPPLY DETAIL** 2  
NOT TO SCALE 6



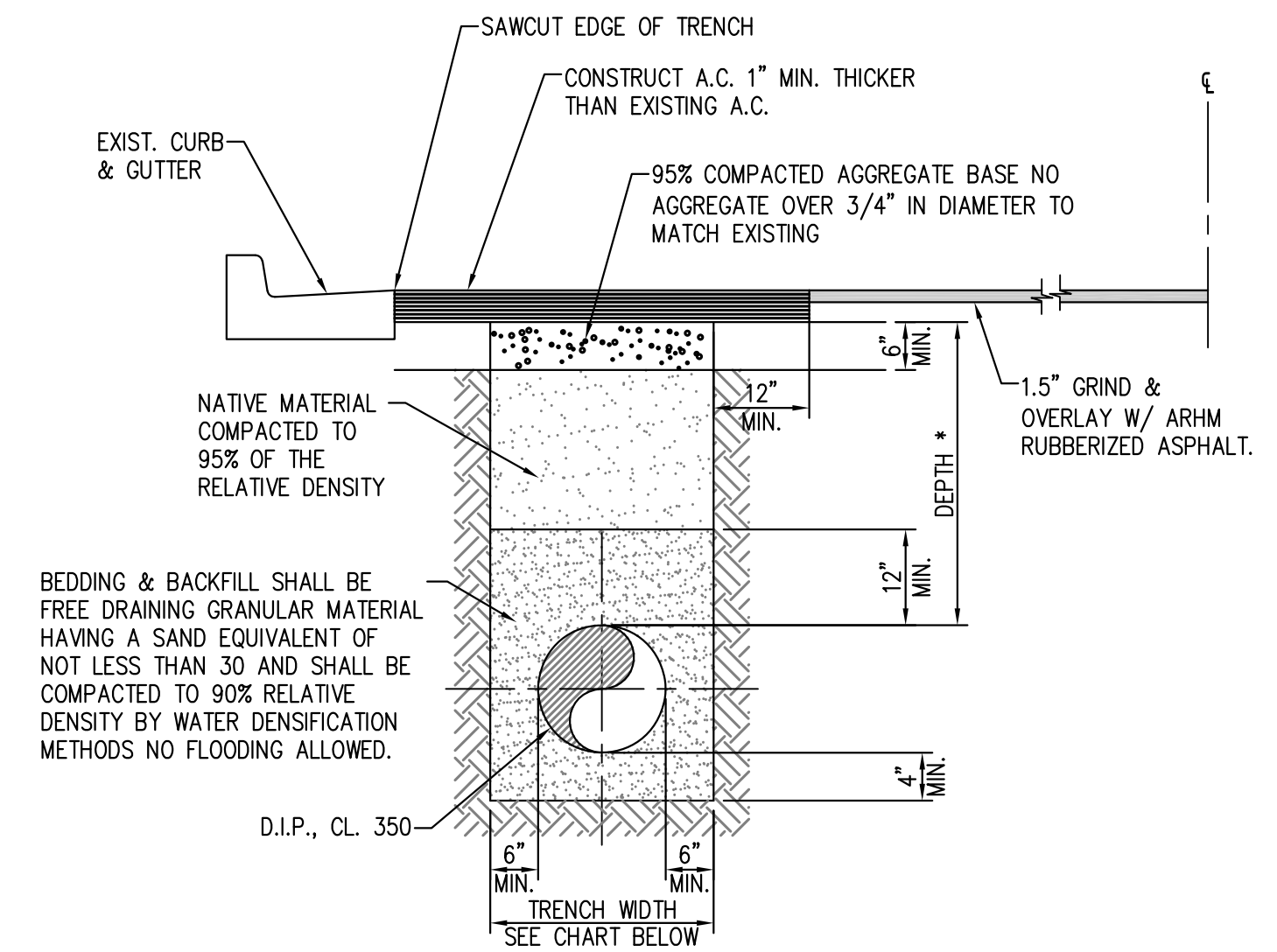
**LIST OF FITTINGS:**

- (A) 6" FIRE HYDRANT HEAD, JONES J-3710/3775 FOR COMMERCIAL W/ 4" & 2-1/2" OUTLETS, 8 BOLTS.
- (B) AS REQUIRED CAST IRON SPOOL, FLANGED WITH 1/4" MORTAR LINING AND BREAKAWAY GROOVE.
- (C) 6" CAST IRON BURY, MJ FITTING WITH RESTRAINT.
- (D) 6" DUCTILE IRON PIPE, PRESSURE CLASS 350, W/RESTRAINT GASKET (FIELD LOC).
- (E) 6" GATE VALVE, MJ FITTING WITH RESTRAINT.
- (F) 6" VALVE CAN AND COVER PER DETAIL 3 ON THIS SHEET.

**NOTES:**

1. WHEN THE SIDEWALK IS 5' WIDE OR LESS AND ADJACENT TO THE CURB, FIRE HYDRANTS, AIR RELEASE VALVE AND OTHER INSTALLATIONS THAT PROTRUDE ABOVE THE GROUND SHALL BE LOCATED BETWEEN PROPERTY LINE AND BACK OF SIDEWALK.

**6" FIRE HYDRANT ASSEMBLY DETAIL** 3  
NOT TO SCALE 6



PIPE SIZE	4"	6"	8"	10"	12"	16"	20"	24"	30"
MAXIMUM ALLOWED TRENCH WIDTH	20"	20"	20"	22"	24"	28"	32"	36"	42"

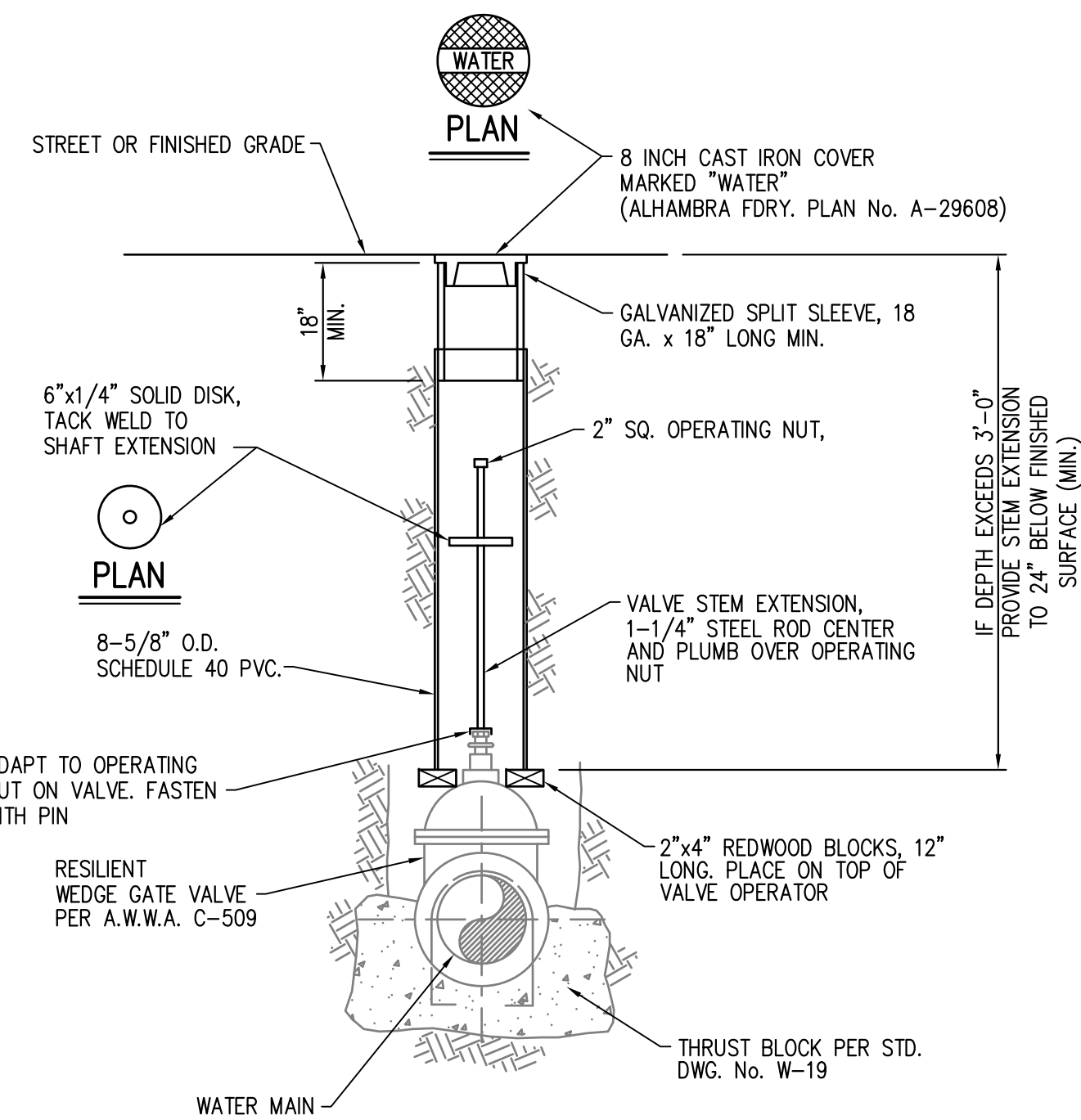
**EX. PAVEMENT SECTION**

STREET	CAB	ASPHALT
TEMPLE AVE.	16"	5"
DEL VALLE AVE.	7"	3"

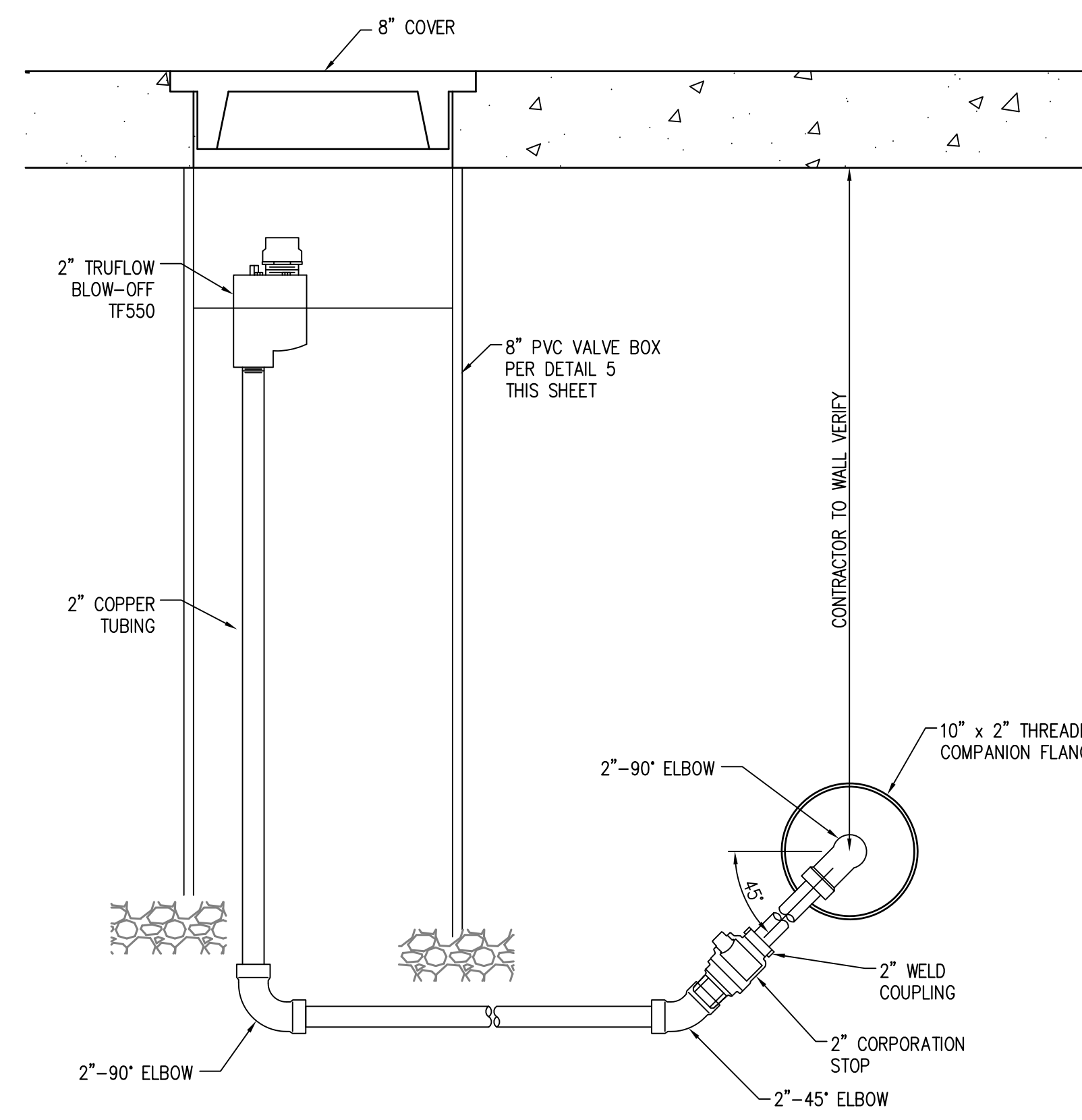
**\* NOTE:**

- DEPTH OF COVER SHALL BE 36" ON RESIDENTIAL STREETS.  
DEPTH OF COVER SHALL BE 48" ON ARTERIAL STREETS.

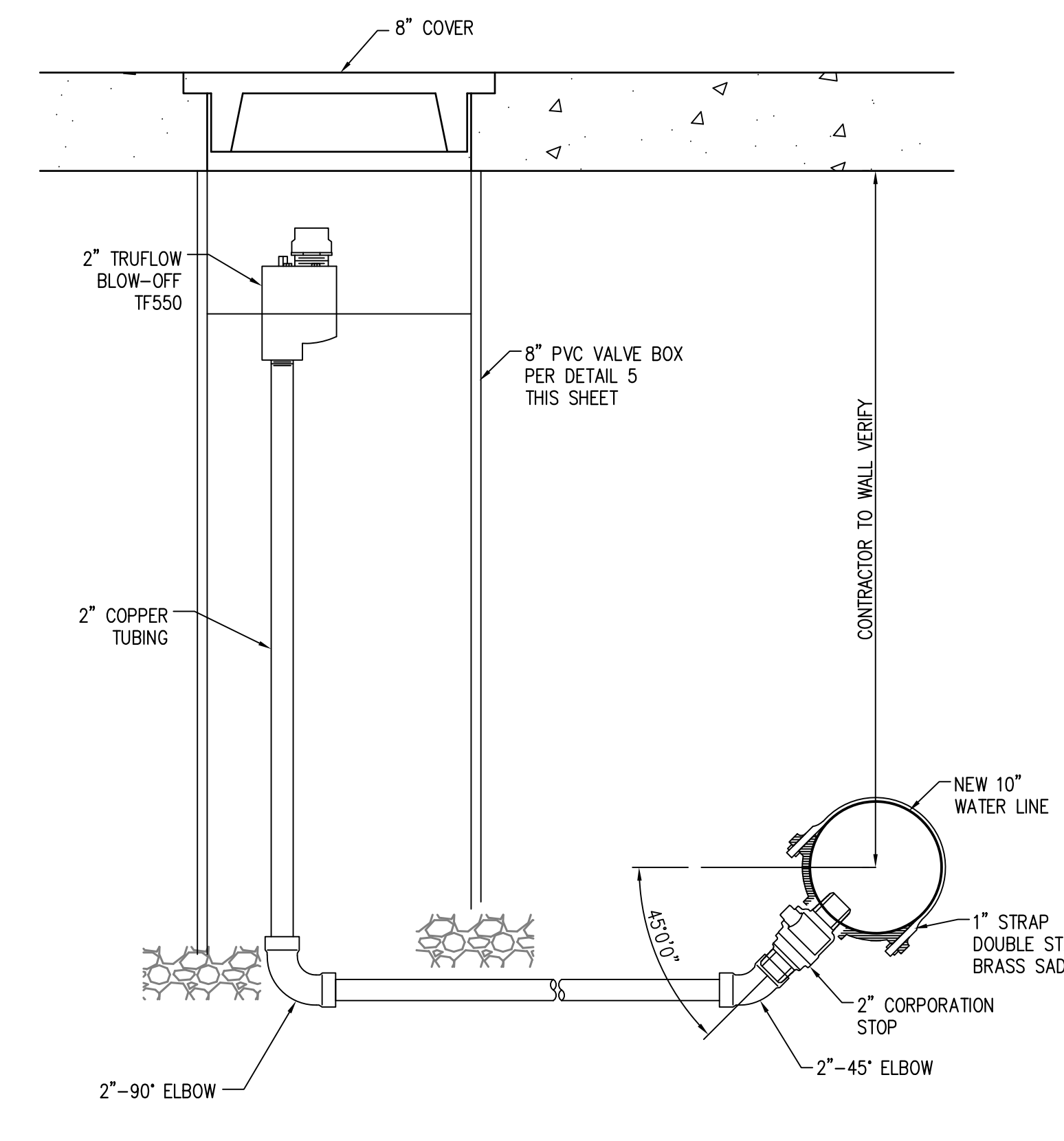
**TYPICAL TRENCH DETAIL** 4  
NOT TO SCALE 6



**VALVE BOX AND COVER DETAIL** 5  
NOT TO SCALE 6



**2" BLOW-OFF DETAIL** 6  
NOT TO SCALE 6



**2" BLOW-OFF DETAIL** 7  
NOT TO SCALE 6

X:\2017\201710.00-LPVC-D-DEL VALLE WATERMAIN EXTENSION\DWG\SHEETS\IMPROVEMENT PLANS\006 DETAILS.DWG (06-22-17 1:32:13PM)

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DIGIFERT

REFERENCES							
NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION	APP.	DATE

APPROVED BY: 76613 5/22/2017  
CIVILTEC ENGINEERING, INC. RCE DATE  
APPROVED BY: LA PUENTE VALLEY COUNTY WATER DISTRICT DATE

PLANS PREPARED BY: CIVILTEC engineering inc.  
Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona  
118 West Lime Avenue  
Monrovia, Ca. 91016  
Phone: (626) 357-0588  
Fax: (626) 303-7957  
Web: www.civiltec.com

**LA PUENTE VALLEY COUNTY WATER DISTRICT**  
CITY OF LA PUENTE  
DEL VALLE AVENUE - WATER MAIN IMPROVEMENTS  
DETAILS  
DESIGN: SH CHECKED: SH DRAWN: MM  
DESIGN DATE: MAY, 2017 JOB NO. 2017110.00 SHEET 6 OF 6



# **LA PUENTE VALLEY COUNTY WATER DISTRICT**

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE

DEL VALLE WATER MAIN EXTENSION

May 2017

**Prepared By**

**Civiltec Engineers, Inc.**

118 West Lime Avenue

Monrovia, CA 91016

(626) 357-0588

FAX: (626) 303-7957

# DEL VALLE WATER MAIN EXTENSION

## Construction Specifications

PREPARED FOR

La Puente Valley County Water District  
112 North First Street  
La Puente, CA 91744



Under the Supervision of:

---

C. Shem Hawes, P.E.

69578  
R.C.E.

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**LA PUENTE VALLEY COUNTY WATER DISTRICT  
112 NORTH FIRST STREET  
LA PUENTE, CA 91744**

**NOTICE INVITING BIDS**

**For the Construction of DEL VALLE WATER MAIN EXTENSION**

**N-1 NOTICE IS HEREBY GIVEN**

Notice is hereby given that sealed bids will be received by the La Puente Valley County Water District (hereinafter "Owner"), for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents and Specifications for the construction of the Work described in Section N-4, together with all appurtenances thereto, in strict accordance with the specifications and drawings on file at the office of Civiltec Engineering Inc., 118 West Lime Street Monrovia Ca. 91016 (hereinafter "Engineer").

**N-2 DATE OF OPENING BIDS**

Bids will be received at the office of La Puente Valley County Water District, 112 N. First Street, La Puente, CA 91744, until **3:00 p.m. on XXX XX, 2017** at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked as directed in *Section N-13*. Bids received after the deadline specified will be returned unopened to the bidder.

A Non-Mandatory Pre-Bid Job Site Meeting for interested bidders will be conducted on **XXX XX, 2017** at 10:00 a.m. at 747 Del Valle, La Puente.

**N-3 LOCATION OF THE WORK**

The Work to be constructed hereunder is located along the Del Valle Ave extending from Temple Avenue to Mentz Street in the City of La Puente.

**N-4 DESCRIPTION OF WORK**

The principal components of work to be performed under these specifications are as follows:

The work consists of construction of approximately 1,350 lineal feet of 12" ductile iron pipeline. The connection points for the will be an existing 16" transmission line, owned by the LPVCWD, at Temple Avenue and extending northerly towards the new development at 747 Del Valle Avenue.

**N-5 CLASSIFICATION OF CONTRACTORS' LICENSES**

Contractors submitting a proposal shall possess, at the time the contract is awarded, the following classes of contractor's license issued pursuant to Division 3, Chapter 9, of the Business and Professions Code of the State of California: The Contractor shall certify that the license(s) specified are the classification(s) of contractor's license required by law to enable the Contractor to perform the Work contemplated under the Contract Documents. Contractor shall provide Owner with their Contractor's license number and expiration date as provided in the Proposal, and shall present satisfactory evidence that they are licensed in good standing.

**N-6 AWARD OF CONTRACT**

The Owner reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Sheet(s). A good faith determination by the Owner as to whether a bid is responsive or whether a bidder is



responsible shall be final, conclusive and binding, and shall not be the basis of a claim for lost profits or other damages by a bidder to whom the contract is not awarded. The Owner reserves the right to waive or seek correction of immaterial errors in a bid, in its sole discretion.

#### **N-7 SITE CONDITIONS**

Each bidder shall carefully examine the drawings, read the specifications and the forms of the contract documents, and shall visit the site of the proposed Work so as to be fully informed as to all existing conditions and limitations that may affect the execution of work under the contract, including the location of underground facilities in the area, and shall include in the prices bid the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or their failure to visit and become acquainted with conditions at the construction site, shall in no respect relieve them from any obligation imposed by their bid or by the contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instructions contained herein.

#### **N-8 BID SECURITY AND BONDS**

(a) Each bid shall be under sealed cover and must be accompanied by cash, a certified or cashier's check, or by a corporate surety bond on the form furnished by the Owner (hereinafter "Bid Security"), as a guaranty that the bidder will, if awarded the contract in accordance with the terms of their bid, promptly secure worker's compensation insurance, liability insurance, and any other insurance required by the Contract Documents, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of all persons supplying labor and materials for the construction of the work. The Bid Security shall be in an amount not less than ten percent (10%) of the amount of the bid. The Faithful Performance Bond and Payment Bond shall each be not less than one-hundred percent (100%) of the total amount of the bid price named in the contract.

(b) The Owner reserves the right to reject any bond if, in the opinion of the Owner, its Engineer or Attorney, the Surety's acknowledgement is not legally sufficient. All sureties utilized by bidders shall be an admitted surety insurance carrier in the State of California, shall comply with such other requirements as may be established by the state or its subdivisions, and shall furnish such reports as to their financial condition, from time to time, as may be requested by the Owner, including the Financial Statement of Bonding Company furnished with the bonds. The premiums for all said bonds shall be paid by the bidder. If any surety becomes unacceptable to Owner in the absolute judgment and discretion of Owner, then the bidder/contractor shall promptly furnish at its own expense such additional bonds as may be required by the Owner to protect the Owner's interests and the interests of persons supplying labor or materials in the prosecution of the Work contemplated by these Contract Documents.

(c) In the event of any conflict between the terms of the Contract Documents and the terms of the bonds, the terms of the Contract Documents shall control and the bonds shall be deemed to be amended thereby. The Owner shall be entitled to exercise any and all rights granted by the Contract Documents in the event of default, without control by the surety, provided that Owner promptly notifies the surety at the time or before the exercise of such rights. The exercise by Owner of such rights shall not affect the liability of the surety under the bonds.

(d) The Bid Security of unsuccessful bidders shall be returned to the bidder within sixty (60) days of the time the award of contract is made.

#### **N-9 CONTRACT RETENTION**

At the request and expense of the Contractor and pursuant to Public Contract Code Section 22300, securities equivalent to any amount withheld by Owner to ensure the Contractor's performance under the contract shall be deposited with the Owner, or, at the Contractor's request, with a state or federally chartered bank as the escrow agent. Alternatively, and upon approval of the Owner, retention monies earned may be deposited directly with an escrow agent licensed under Division 6 (commencing with Section 17000) of the Financial Code. Escrow instructions shall conform to the requirements of Public Contract Code Section 22300. All securities deposited pursuant to this Section N-9 shall be accompanied by an unconditional assignment of such securities executed by the Contractor which will permit the Owner or the escrow agent to liquidate such securities in accordance with the provisions of said section 22300.

#### **N-10 WAGE RATES**

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code Section 1770 et seq, a copy of which wage rate schedule is on file at the Office of Owner and by this reference incorporated herein. The Contractor shall post a copy of said document at each job site. The Contractor and any of its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this contract. Contractors failing to comply with the prevailing wage requirement are subject to debarment by the Labor Commissioner, as provided in Labor Code Section 1777.1. Debarred contractors are declared ineligible to perform work on any public works project, either as the prime contractor or as a subcontractor.

#### **N-11 USE OF APPRENTICES**

If the project requires the employment of workers in any apprentice able craft or trade, once awarded, the Contractor or Subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprenticeship standards under Labor Code Section 1777.5

#### **N-12 CONTRACT DOCUMENTS**

(a) The Contract Documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal, the Bid Sheets, the Contractor's Licensing Statement, the List of Subcontractors, the applicable Bid Security Form and the Non-Collusion Affidavit (Bidder) attached to the Proposal, the Agreement, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavits (Subcontractors), the Notice to Proceed, the General Provisions, the Special Provisions, the Specifications and Drawings, and any change order or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the office of the Owner and are hereby referred to and made a part of this Notice Inviting Bids.

(b) A full set of drawings and specifications is available for inspection without charge at the office of Civiltec Engineering, Inc.

(c) Complete sets of said Contract Documents may be obtained from the District for the price of \$ 50.00. No refund will be made of any charges for complete sets of Contract Documents.

(d) A Complete set of said Contract Documents in electronic format may be obtained from the District at no charge.

**N-13 ADDRESS AND MARKING OF PROPOSAL**

The envelope enclosing the proposal shall be sealed and addressed as follows:

La Puente Valley County Water District  
112 North First Street  
La Puente, CA 91744

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder, shall bear the words "Proposal for", followed by the title of the specifications for the work and the date and hour for opening of bids, and shall be delivered or mailed to the Owner. The Bid Security shall be made payable to or for the benefit of the Owner, and shall be enclosed in the same envelope with the proposal.

Dated: \_\_\_\_\_

LA PUENTE VALLEY COUNTY WATER DISTRICT

By: \_\_\_\_\_

Greg B. Galindo,  
General Manager

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# INSTRUCTIONS TO BIDDERS

## **I-1 FORM OF BID AND SIGNATURE**

A. The Proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as provided in the Notice Inviting Bids.

B. Each bidder shall state the unit price or the specific sums, as the case may be, for which they propose to supply the labor, materials, supplies, or equipment, and perform the Work required by the Contract Documents. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price times the estimated quantity will be considered as representing the bidder's intention and the totals will be corrected to conform thereto.

C. If the Proposal is made by an individual, it shall be signed and his or her full name and his or her address shall be given; if it is made by a partnership firm, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation, the Proposal shall be signed on behalf of the corporation by its duly authorized officer or officers and attested by the corporate seal.

## **I-2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

If any person or entity contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents, or they find any discrepancies in or omissions from the Contract Documents, they shall submit to the Engineer a written request for an interpretation or correction thereof. The written request must be received at least five calendar days prior to the date fixed for opening of bids. The person or entity making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions of drawings with a copy of each addition or change being furnished, through the Owner, to each prospective bidder.

## **I-3 PREPARATION OF THE PROPOSAL**

A. Blank spaces in the Proposal and Bid Sheet(s) shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal or nonresponsive and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the bidder. Alternative Proposals will not be considered unless specifically requested.

B. Any bidder may withdraw their Proposal before the hour fixed for opening bids, without prejudice to such bidder, by submitting a written request to the Owner for its withdrawal, and their Proposal will be returned unopened when reached in the procedure of opening bids, or mailed to the bidder unopened, if they are not in personal attendance at the bid opening. No Proposal may be withdrawn after the hour fixed for opening of bids without rendering the Bid Security subject to retention by Owner as liquidated damages, and not as a penalty, in like manner as in the case of failure to execute the contract after award, as hereinafter provided. Unless otherwise specified in the Special Provision made a part of these Contract Documents, all bids shall be valid for a period of forty-five (45) days after Owner's bid opening date, notwithstanding any award of the contract by Owner to another bidder.

C. No Proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All Proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The Owner reserves the right to waive any informality in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, and to make award to the lowest responsible bidder

as the interest of the Owner may require. Each bid shall identify the surety or sureties which have agreed to furnish the required bonds.

#### **I-4 REGISTRATION OF CONTRACTORS**

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California, and shall provide proof of current licensing status as provided in the Proposal. The Contractor shall maintain the required license in good standing throughout the course of the Work.

#### **I-5 CONTRACTORS EXPERIENCE**

Contractors shall submit, along with their proposal, an all-inclusive list of projects performed by the Contractor within the past thirty-six (36) month period. This list shall include the size of the project in dollars, the agency or client for whom the work was performed and the name and title of the agency or client contact person. The list must include at least three (3) jobs similar in size and scope to that contemplated herein. Failure to submit a complete list or to have that list include at least three (3) jobs similar in size and scope to that contemplated herein, will render a proposal informal or non-responsive and may result in its rejection by Owner.

#### **I-6 LIST OF SUBCONTRACTORS FILED WITH BID**

In accordance with the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code of the State of California, each Proposal shall include the name and business address of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount greater than one-half of one percent (0.5%) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor. Any additional information required by the Owner regarding listed subcontractors may be provided by the bidder up to 24 hours after the hour set for opening bids. The Contractor shall not enter into any subcontract with a subcontractor which has been debarred by the Labor Commissioner pursuant to Sections 1777.1 and 1777.7 of the Labor Code.

#### **I-7 BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall make, file, or be interested in more than one Proposal for the same work; provided, however, that a person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

#### **I-8 LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To receive favorable consideration, a bidder shall be required to present evidence that they or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty shall be essential requirements. The Owner shall have absolute discretion as to the evaluation of past work performance of any bidder, and its decision relating thereto shall be deemed correct and shall be conclusive and binding.

#### **I-9 BID SECURITY**

Each bidder shall submit with their bid cash, an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached to the proposal, subject to the provisions of the Notice Inviting Bids. Said Bid Security shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to or for the benefit of the Owner as a guaranty that the bidder will, if an award is made to them in accordance with the terms of their Proposal, promptly execute a contract in the required form, secure payment of worker's compensation, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage, and such other information as may be required of bidder.

## **I-10 LOCAL CONDITIONS**

A. Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall make such investigation and review such records and drawings as they deem necessary to satisfy themselves that they are familiar with the condition and location of existing underground facilities and other potential sources of interference with the work contemplated under the Contract Documents. By providing access to drawings or other records in its possession, the Owner makes no representations or guarantees as to the accuracy of such drawings or records.

B. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bidding Sheet(s). Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or its assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the Owner.

C. The quantities of work or material stated in the unit-price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, but reserves the right to increase the amount of any unit-price item of the work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions, or all of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price. The Owner, likewise, reserves the absolute right to delete quantities of work or material which are the subject of "lump sum" bids.

D. Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit-price items or lump sum items of the Bidding Sheet(s).

## **I-11 EXECUTION OF CONTRACT**

A bidder to whom award is made shall execute a written contract with the Owner on the form of Agreement provided in the Contract Documents, secure the payment of worker's compensation, furnish good and approved bonds as required in the following paragraph, provide evidence of insurance, and provide a financial statement of other information requested by Owner pursuant to the Contract Documents, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays), or such additional time as may be allowed by the Owner, from the date the Owner mails notice to the bidder, at the address provided in the proposal, that their proposal has been accepted. The failure or refusal of a bidder to whom award is made to enter into contract as herein provided or to conform to any of the stipulated requirements in connection therewith will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to ascertain. In the event of such failure or refusal to comply with the requirements of the Contract Documents, the Bid Security shall become the property of the Owner as liquidated damages and not as a penalty, and the award will be annulled. At the discretion of the Owner, a new award may be made to the second lowest responsible bidder and such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. A corporation to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

## **I-12 BONDS**

A. In conformance with the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time specified in Section I-11 hereof, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in an amount that is not less than one hundred percent (100%) of the total amount payable under the Contract Documents.

B. Within the time specified in Section I-11 hereof, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the Owner, in accordance with the provisions of Civil Code Sections 3225-3228, inclusive, and Sections 3247-3252, inclusive. Said Payment Bond shall be in a sum not less than one hundred percent (100%) of the total amount payable under the Contract Documents. The form of Payment Bond set forth in these Contract Documents is a mandatory form.

C. The surety or sureties on all bonds furnished must be satisfactory to the Owner. The bidder to whom the contract is awarded shall provide copies of the surety insurer's most recent annual and quarterly statement filed with the California Department of Insurance, and a certified copy of the Certificate of Authority issued by the Department of Insurance. Any power of attorney provided, evidencing the authority of the person executing the bonds to bind the surety, shall be an unrevoked power, and shall be an original or a certified copy of the original. If during the continuance of the contract any of the sureties in the sole discretion of the Owner are or become insufficient, the Owner may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within fifteen (15) days after written notice, and in default thereof the contract may be suspended and the work completed as provided in the General Conditions. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense.

## **I-13 LIABILITY INSURANCE**

A. A bidder to whom the contract has been awarded shall furnish to the Owner a policy or certificate of protective liability insurance in which the Owner, the Owner's Engineer and the Owner's Representative shall be named as additional insureds with the bidder. Where requested by the city, county or other governmental agency in whose jurisdiction the work is being performed, or in the discretion of the Owner, the city, county or other governmental agency shall be named as an additional insured. The policy shall insure the Owner, the Engineer and the Owner's Representative and each of their officers, employees, agents and volunteers as additional named insureds; the bidder, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed and shall remain in full force and effect until the Work is accepted by the Owner. The bidder shall also provide such additional named insured endorsements [Insurance Services Office (ISO) Form Number CG 2010 or equivalent] as may be required by the Owner, in the Owner's sole discretion.

The Owner, the Engineer and the Owner's Representative and each of their directors, officers, employees, agents and volunteers are to be covered as 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, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insureds.

B. The above-referenced insurance policy (or policies) shall be furnished at the bidder's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have a "B+" policyholder's rating and a Financial Size Category rating of at



least VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Owner. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Owner. Such insurance, in addition to the multiple additional named insured endorsements set forth above, shall be commercial general liability insurance in the amounts set forth below, and shall contain additional endorsements as follows: (i) Providing blanket contractual liability coverage for the bidder's indemnification obligations to Owner and others pursuant to the Contract Documents; (ii) Providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) Providing that the insurance may not be canceled or reduced until 30 days after the Owner and its Engineer have actually received written notice of such cancellation or reduction; (iv) Providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) Providing that any other insurance maintained by Owner, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

- (1) General bodily injury and property damage -- \$5,000,000 per occurrence.
- (2) Automobile bodily injury and property damage -- \$5,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

The bidder shall, within the time specified in Section I-11 hereof, file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all required insurance. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate(s) of insurance (Accord Form 25-S or equivalent) reflecting the existence of the required insurance. If required by the Owner, the bidder shall furnish a complete copy of the policy or policies, and all endorsements thereto. Commercial general liability insurance must include Owner's and Contractor's Protective Coverage, Products - Completed Operations Coverage, Premises - Operations Coverage, and must provide for coverage of Owner's facilities during the course of construction. Notwithstanding the foregoing, bidder is not hereby required to provide insurance with respect to liability for damages resulting solely from error or omission in design which is not due to or contributed to by negligence or fault of the contractor, its subcontractors, agents, employees or officers.

#### **I-14 ASSIGNMENT OF CONTRACT**

The Contractor shall not assign the Contract Documents or any part thereof, or any funds to be received thereunder, without the prior written approval of both the Owner and Surety. Notwithstanding the foregoing, and to the extent permitted by law, Owner has the absolute right to refuse, on any ground or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

#### **I-15 NON-COLLUSION AFFIDAVITS**

In accordance with the provisions of Section 7106 of the Public Contract Code, each bidder shall execute and submit with their bid a Non-Collusion Affidavit in the form attached to the Proposal. Additionally, the principal contractor shall secure from each proposed subcontractor a Non-Collusion Affidavit in the form attached to the Agreement.

#### **I-16 FINANCIAL STATEMENT**

In the course of evaluating the capacity and competence of a bidder to perform the Work, the Owner may require any bidder to furnish a recent statement of their financial condition or such other evidence of their qualifications as may be requested by the Owner. If a bidder fails to promptly furnish the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.

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# PROPOSAL

## BIDDER'S DECLARATION

Gentlepersons:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the **Del Valle Watermain Extension** as specifically set forth in documents entitled:

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together with addenda thereto, all as set forth on the drawings and in the specifications and other Contract Documents (hereinafter the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform all the Work called for by drawings, specifications, and other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

(check one)

- ~ Cash
- ~ Cashiers check
- ~ Certified check
- ~ Bid Bond

properly made payable to La Puente Valley County Water District, hereinafter designated as the Owner, for the sum of \$ \_\_\_\_\_, which amount is not less than 10 percent of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the

(check one)

- ~ cash shall be retained as liquidated damages by the Owner
- ~ proceeds of said check shall be retained as liquidated damages by the Owner
- ~ Surety's liability to the Owner for the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in Section N-12 of the Notice Inviting Bids, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time.

2. The undersigned, by investigation at the site of the work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof, including the location of all underground facilities in the area affected by the Work.

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further, that, unless otherwise specified in the Special provisions, this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder. If the undersigned bidder withdraws this Proposal within said period, said bidder shall be liable under the provisions of the Bid Security, or said bidder and their surety shall be liable under the Bid Bond, as the case may be.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

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

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at \_\_\_\_\_,

California.

Dated \_\_\_\_\_ 20 \_\_\_\_\_ Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder's post-office address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Corporation organized under the laws  
of the State of \_\_\_\_\_

Contractor's License(s): \_\_\_\_\_

Expiration Dates: \_\_\_\_\_

Surety or Sureties:

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

**BID SCHEDULE**

Schedule of Prices for Construction  
of  
ZONE 3 PIPELINE AND SUBZONE BOOSTER PUMP STATION  
for  
La Puente Valley County Water District

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Furnish all labor, material, and equipment as required to provide mobilization and demobilization including bonds and insurance, complete for the lump sum price of:  _____ (Words)		\$ _____
2	1	LS	Furnish all labor, material, and equipment as required to provide public convenience, safety and traffic control including: Public Work permits and fees in the City of La Puente for La Puente Valley County Water District, warning signs, high level warning devices, delineators, regulatory signs, barricades, and trench plate bridging, complete for the lump sum price of:  _____ (Words)		\$ _____
3	1	LS	Furnish all labor, material, and equipment as required to provide excavation safety measures including sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders, complete for the lump sum price of:  _____ (Words)		\$ _____

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	1,350	LF	Furnish all labor, material and equipment to construct 12-inch Ductile Iron Pipe (Pressure Class 350), including: removal of existing asphalt or concrete pavement, excavating trench material, removal or stockpiling of excavated material, bedding, pipe materials, couplings, fittings, restrained joints, backfill, compaction, control of ground and surface water, removal, abandonment or protection of interfering portions of existing utilities, temporary asphalt, trench resurfacing per City of La Puente requirements and all other appurtenances necessary to install the pipe complete in place for the Lineal Foot Price of:  _____ (Words)	\$ _____	\$ _____
5	1	EA	Furnish and install 1-inch Long Side Water Services and Meter Boxes, as shown on the plans, complete for the unit price of:  _____ (Words)	\$ _____	\$ _____
6	7	EA	Furnish and install 1-inch Short Side Water Services and Meter Boxes, as shown on the plans, complete for the unit price of:  _____ (Words)	\$ _____	\$ _____
7	3	EA	Furnish and install, 6" Fire Hydrant Assembly, as shown on the plans, complete for the unit price of:  _____ (Words)	\$ _____	\$ _____
8	6	EA	Furnish & Install 12-inch Gate Valve and box assembly per the plans, complete and operative in place, for the unit price per each of:  _____ (Words)	\$ _____	\$ _____

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9	2	EA	Furnish & Install 12-inch butterfly and box assembly per the plans, complete and operative in place, for the unit price per each of:  _____ (Words)	\$ _____	\$ _____
10	2	EA	Furnish and install 2" blow-off assembly, as shown on the plans, complete for the unit price of:  _____ (Words)	\$ _____	\$ _____
11	1	LS	Furnish and install, 16" cut in tee inclusive of all fittings, excavation and repair work on Temple for the unit price of:  _____ (Words)	\$ _____	\$ _____
12	1	LS	Install connection at Sierra Vista and Del Valle, as shown on the plans, complete for the lump sum price of:  _____ (Words)	\$ _____	\$ _____
13	1	LS	Cut and Plug 2" mainline and provide necessary fitting, clamps and couplings, excavation, surface improvements as shown on the plans, complete for the lump sum price of:  _____ (Words)	\$ _____	\$ _____
14	238	Ton	Install ARHM asphalt Cap improvements, for the unit price of:  _____ (Words)		\$ _____



ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
15	26,478	SF	Provide 1.5" grind improvements, for the unit price of:  _____ (Words)		\$ _____
16	1	LS	Furnish all labor, material and equipment to Pressure test and Disinfect pipe, complete, for the lump sum price of:  _____  _____ (Words)		\$ _____

<b>BID SCHEDULE: ITEMS 1 THRU 16</b>	\$ _____
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<b>TOTAL BID ITEMS 1 THRU 16 – DEL VALLE WATERMAIN EXTENSION</b>	\$ _____
CONTINGENCY 10% OF TOTAL BID. (THE BIDDER SHALL PROVIDE A 10% CONTINGENCY TOTAL ON THE BID FOR POTENTIAL CHANGE ORDERS ON THE PROJECT. THE DISTRICT RESERVES THE RIGHT TO IMPLEMENT THE USE OF THIS ITEM OR DELETE IT ENTIRELY.)	\$ _____
<b>TOTAL BID PLUS CONTINGENCY</b>	\$ _____

**The District reserves the right to delete any bid item and increase or decrease the estimated quantities that will serve the District's best interest.**

**EQUIPMENT/MATERIAL SOURCE INFORMATION**

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

EQUIPMENT / MATERIAL

MANUFACTURER / SUPPLIER

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**INFORMATION REQUIRED OF BIDDER**

SITE INSPECTION AND UNDERGROUND UTILITIES REVIEW -- Describe when, by whom, and in what manner (a) the site for this proposed work was inspected and (b) records of local utility providers were reviewed on behalf of the bidder (NOTE: Failure to demonstrate diligent effort in ascertaining local conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

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COMPARABLE PROJECT EXPERIENCE -- In accordance with Section I-5 of the Instructions to Bidders, describe at least six (6) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least three (3) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

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**CONTRACTOR'S LICENSING STATEMENT**

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name of Individual Contractor (print or type): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Business Address: \_\_\_\_\_

or

Name of Partnership or Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature, name, title and address of partners signing on behalf of the partnership:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

or

Name of Corporation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of the President of Corporation

SEAL

\_\_\_\_\_  
Signature of Secretary of Corporation

**NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.**

**LIST OF SUBCONTRACTORS**

The bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (2) of one percent (1%) of the total bid.

**THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK.**

Subcontractor	License No. & Type	Main Office Address	% of Total Dollar Value Work	Description of Subcontractor
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(NOTE: THE FOLLOWING FORM SHALL BE USED IN CASE CHECK OR CASH ACCOMPANIES BID.)

**BID SECURITY FORM**

(Check or Cash to Accompany Bid)

Accompanying this Proposal is

(check one)

- ~ Cash
- ~ Certified check payable to the order of La Puente Valley County Water District ("Owner")
- ~ Cashier's check payable to the order of La Puente Valley County Water District ("Owner")

in the amount of \$\_\_\_\_\_, this amount being not less than ten percent (10%) of the total amount of the bid (hereinafter referred to as "Bid Security").

The Bid Security shall become the property of the Owner provided this Proposal is accepted by the Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds, proof of insurance coverage, and other information requested and set forth in the Instructions to Bidders within the time set forth in the Contract Documents; otherwise, the Bid Security shall be returned to the undersigned.

The Bid Security shall also become the property of the Owner if the undersigned withdraws their bid within forty-five (45) days after the date set for bid opening, and notwithstanding the award of the contract to another bidder.

\_\_\_\_\_

\_\_\_\_\_  
BIDDER

**(NOTE: IF THE BIDDER DESIRES TO USE A BOND INSTEAD OF CHECK OR CASH, THE BID BOND FORM ON THE FOLLOWING PAGES SHALL BE EXECUTED -- THE SUM OF THIS BOND SHALL BE NOT LESS THAN 10 PERCENT OF THE TOTAL AMOUNT OF THE BID.)**

**(NOTE: THE FOLLOWING FORM SHALL BE USED WHERE THE BIDDER DESIRES TO FURNISH A BOND INSTEAD OR CHECK OR CASH.)**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
as principal and \_\_\_\_\_ as surety, are held and  
firmly bound unto La Puente Valley County Water District (hereinafter "Owner,") in the sum of 10% of the amount  
bid, to be paid to the Owner, its successors, and assigns, for which payment, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain Proposal of the above Principal  
for construction of \_\_\_\_\_  
as specifically set forth in documents entitled \_\_\_\_\_

\_\_\_\_\_

all in accordance with the Contract Documents, including specifications and drawings on file at the offices of the  
Owner, is not withdrawn within the period of 45 days after the date set for the opening of bids or as otherwise  
provided in the Special Provisions, notwithstanding the award of the contract to another bidder, and that if said  
Proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above  
bound principal, its heirs, executors, administrators, successors and assigns, shall duly enter into and execute a  
contract for such construction and shall execute and deliver the required.

Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including  
Sundays and holidays) after the date of notifications by and from said Owner, then this obligation shall become null  
and void, otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of  
\_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Principal) (SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
(Surety) (SEAL)

By \_\_\_\_\_

NOTE:

- (1) This bid bond form is a **mandatory form**.
- (2) The bid bond form should specify exactly 10% of the total amount of the bid.
- (3) The bid bond form must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

**(TO BE EXECUTED BY EACH BIDDER)**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and  
[NAME]

says that he/she is \_\_\_\_\_  
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.)

of \_\_\_\_\_, the party  
submitting a [IDENTITY OF BIDDER]

bid for a contract covering \_\_\_\_\_  
(DESCRIBE NATURE OF CONTRACT)

that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[TITLE]

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

**SEAL**



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## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between La Puente Valley County Water District, a public corporation organized and existing under the provisions of the Water Code of the State of California, hereinafter referred to as "Owner," and \_\_\_\_\_, hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in Section N-12 of the Notice Inviting Bids, are hereby incorporated in and made a part of this Agreement as though fully set forth herein.

2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to construct \_\_\_\_\_ as specifically set forth in said Contract Document entitled \_\_\_\_\_

\_\_\_\_\_ for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated and embraced in this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer under them, the Owner shall pay, and the Contractor shall receive in full compensation therefore, the prices set forth in the accepted Proposal. The total compensation to be paid shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Sheet(s) for completion of the Work. All time limits stated in the Contract Documents are of the essence of this Agreement.

4. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

5. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner, in

accordance with the Contract Documents. The Work under this Agreement shall be completed to the approval and entire satisfaction of the Owner and its Engineer.

6. The Contractor shall assume the defense of and indemnify and hold harmless the Owner, and its Engineer and their respective directors, officers, employees, agents and volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including, the Owner, the Engineer, and/or the Contractor, or any of their directors, officers, employees, agents or volunteers, and damages to or destruction of property of any person, including but not limited to, the Owner, the Engineer and/or the Contractor and any of their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers, except the sole negligence or willful misconduct or active negligence of the Owner, its Engineer, or any of their directors, officers, employees, agents or volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-13 of the Instructions to Bidders, entitled LIABILITY INSURANCE, and Article 7 of the General Provisions, entitled CONTRACTOR'S INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers.

7. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

8. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

9. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties.

10. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Los Angeles or in the United States District Court, Central District of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: \_\_\_\_\_

License No(s). \_\_\_\_\_

Its \_\_\_\_\_  
[TITLE]

Expiration Date(s) \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_  
[TITLE]

Its \_\_\_\_\_  
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor.

**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter referred to as "Contractor," as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto La Puente Valley County Water District, hereinafter referred to as "Owner," in the sum of \$ \_\_\_\_\_, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for construction of \_\_\_\_\_ as specifically set forth in documents entitled and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW THEREFORE, if said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

FURTHER PROVIDED, that, as provided in Section 6-19 of the General Provisions entitled "Termination for Breach," and upon termination in accordance with said Section 6-19, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

If any action is brought upon this bond by said Owners and judgment is recovered (or settlement is made which is favorable to Owner), then said surety shall pay all costs incurred by said Owners in such action, including a reasonable attorney's fee.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor: \_\_\_\_\_

Surety: \_\_\_\_\_

**MANDATORY FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SEAL**

Phone: \_\_\_\_\_

NOTE: This bond must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter referred to as "Contractor," as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto La Puente Valley County Water District, hereinafter referred to as "Owner," in the sum of \$ \_\_\_\_\_, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that, \_\_\_\_\_

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for construction of \_\_\_\_\_

as specifically set forth in documents entitled \_\_\_\_\_

and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if Contractor or any of its subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons named in Section 3181, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the state of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title XV of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 3225-3226 and 3247-3252, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alteration or extensions of the contract is hereby waived by the surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Contractor: \_\_\_\_\_ Surety: \_\_\_\_\_

**MANDATORY FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SEAL**

Phone: \_\_\_\_\_

NOTE: This bond must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.



**(TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT)**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
[NAME]  
deposes and says that he/she is \_\_\_\_\_ of  
[SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.]  
, the party submitting a bid for a \_\_\_\_\_  
[IDENTITY OF SUBCONTRACTOR]  
subcontract covering \_\_\_\_\_  
[DESCRIBE NATURE OF SUBCONTRACT]

that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or date relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his or her general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_  
[TITLE]

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SEAL**

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

\_\_\_\_\_  
[CONTRACT AWARDEE]

FROM: Board of Directors  
La Puente Valley County Water District

NOTICE IS HEREBY GIVEN that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

\_\_\_\_\_  
\_\_\_\_\_  
[IDENTIFICATION OF PROJECT]

The documents checked off below have been received and are on file with the General Manager of the La Puente Valley County Water District:

- Agreement, fully executed [ ]
- Payment Bond (100%) [ ]
- Faithful Performance Bond [ ]
- Worker's Compensation Insurance Certificate [ ]
- Liability Insurance Policy or Certificate, w/ Endorsements [ ]
- Non-Collusion Affidavits [ ]

A copy of the Award of Contract has been mailed by this District to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within fifteen (15) calendar days after the date set forth below and is to be completed within the time set forth in the Special Provisions.

LA PUENTE VALLEY COUNTY WATER DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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# GENERAL PROVISIONS

## ARTICLE 1. DEFINITIONS, TERMS, AND ABBREVIATIONS

### 1-1 Definitions

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

*ACCEPTANCE, FINAL ACCEPTANCE:* The formal action by the Owner accepting the work as being complete.

*ACCEPTED BID:* The bid (proposal) accepted by the Owner.

*ADDENDUM.:* Written or graphic instrument issued prior to the opening of bids which clarifies, corrects, or changes the bidding or Contract Documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of bids.

*BID (PROPOSAL):* The set of documents submitted by a bidder on the form provided as part of the Contract Documents, setting forth the amount for which the bidder is willing to perform the work contemplated under the Contract Documents, and including a price breakdown by contract item as shown on the Bid Schedule. The Bid or Proposal shall include the following documents: the signed Bidder's Declaration, Bid Schedule, Information Required of Bidder, the properly completed and executed Contractor's Licensing Statement, List of Subcontractors, Bid Security Forms (including the Bidder's Bond) and Non-Collusion Affidavit. The terms "Bid" or "Proposal" are used interchangeably throughout the Contract Documents, and each shall carry the same meaning.

*BIDDER:* Any individual, partnership, corporation, joint venture, or other combination thereof submitting a proposal for the work contemplated, acting directly or through an authorized representative.

*CLAIM:* A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Owner.

*CONTRACT:* The written agreement executed between the Owner and the Contractor covering the performance of the work.

*CONTRACTOR:* The individual, partnership, corporation, joint venture, or other combination thereof that has entered into the contract with the Owner for the performance of the work. The term "Contractor" means the Contractor or his authorized representative.

*CONTRACT DOCUMENTS:* The Contract Documents set forth in **Section N-12** of the Notice Inviting Bids, also any and all supplemental agreements amending or extending the work contemplated. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

*DAYS:* Unless otherwise specified, days shall mean consecutive calendar days.

*ENGINEER:* The engineer identified as such in the Notice Inviting Bids and its subsidiaries. The term "Engineer" means the Engineer or his authorized representative.

*OWNER:* The public entity identified as such in the Agreement. The term "Owner" means the Owner or its authorized representative.

*OWNER'S REPRESENTATIVE:* The person or firm or employee of the Owner authorized by the Owner to represent it during the performance of the work by the Contractor. The Owner's Representative means the Owner's Representative or its assistants, and includes those identified as "inspector" by the Owner.

*PLANS, DRAWINGS:* The plans (drawings), or reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

*SPECIAL PROVISIONS:* Additions, deletions, and changes to the Notice Inviting Bids, the Instructions to Bidders, and the General Provisions.

*SPECIFICATIONS:* The directions, provisions, and requirements contained in the General Provisions and Special Provisions as supplemented by the Detailed Specifications and drawings.

*SUBCONTRACTOR:* An individual, partnership, corporation, joint venture, or other combination thereof that has a contract with the Contractor to perform any of the work at the site. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a contract with another subcontractor to perform any of the work at the site.

*UTILITY:* Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

*WORK:* Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents. including the furnishing of all labor, materials, equipment and supplies. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all labor, materials, equipment, and supplies incorporated or to be incorporated in the construction.

## **1-2 Terms**

Wherever the terms "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the requirements, permission, order designation, or prescription of the Owner's Representative is intended. Similarly, the terms "acceptable", "satisfactory", "or equal", or terms of like import shall mean acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install.

## **1-3 Abbreviations**

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)

API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
IEEE	Institute of Electrical and Electronics Engineers
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
State Specification	California Standard Specifications, State of California, Department of Transportation, Division of Highways
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc

#### **1-4 Citations**

Whenever reference is made in the Contract Documents to specific statutes, regulations, orders or other cited materials, such reference shall be read to incorporate any subsequent statutes, regulations, orders or other cited materials which amend, modify or supersede such originally cited reference.

## **ARTICLE 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1 Contract Documents**

The Notice Inviting Bids, the Instructions to Bidders, the Proposal and Bid Schedule, the General Provisions, the Special Provisions, the Specifications and the Drawings, together with the Bonds and Agreement, constitute the contract. These Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work including all labor, materials, equipment and transportation necessary for the proper execution of the work, with the exception of such items as are definitely stipulated in the specifications or the drawings to be furnished by the Owner. Anything shown in the drawings and not in the specifications, or in the specifications and not in the drawings, or neither in the specifications nor in the drawings but necessary to properly complete the structure in accordance with the law and governmental rules and regulations, shall be performed by the Contractor as though shown in both the drawings and the specifications. Material or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. In the event of a conflict between one portion of the Contract Documents and another, the more particular shall prevail over the more general, such that, for example, Special Provisions shall govern over General Provisions and Detail Specifications and Drawings over Standard Specifications.

### **2-2 License**

No bid will be accepted from a bidder who is not licensed to conduct business in the state of California and licensed to perform the class of work defined by the Contract Documents, as specified in the Notice Inviting Bids. In the event between the time of bid and the award of the contract the successful bidder is no longer licensed in good standing to perform the class of work defined by the Contract Documents, that bidder's Bid Security shall be forfeited to the Owner as liquidated damages and the Contract shall be awarded to the next lowest responsible bidder. Should the Contractor's license status change or their license expire after construction of the work has begun, the Contractor shall immediately terminate all activity on the work, except that necessary to ensure the safety of persons or property. In such event, the Agreement shall be deemed terminated and the provisions of **Section 6-19**, entitled TERMINATION FOR BREACH, shall apply.

### **2-3 Proposals**

Bids shall be made upon the bid form furnished by the Owner and a part of the Contract Documents. All bids shall be properly executed and with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, the totals shall be corrected to conform thereto.

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Bids shall be accompanied by "Bid Security" in the form of cash, a cashier's or certified check, or bidder's bond, in an amount not less than 10% of the amount of bid, made payable to or for the benefit of the Owner. Said Bid Security shall be given as a guarantee that the bidder will enter into a contract and furnish the required bonds and insurance certificates and endorsements if awarded the contract. The refusal or failure of the bidder to enter into the contract and furnish the required bonds, insurance certificates and endorsements, and any other information required under the



instructions to bidders within ten (10) days (not including Sundays and holidays) after the date of notification of award by the Owner in writing will result in damages being sustained by the Owner, which damages are, and will continue to be, impracticable and extremely difficult to ascertain. In the event of such failure to enter into the Contract and comply with the requirements thereof, the Bid Security shall be forfeited to the Owner, as liquidated damages and not as a penalty. Forfeiture does not preclude the Owner from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to enter into the contract or to furnish the required bonds, insurance certificates and endorsements, or other information required of bidder.

Bids shall be sealed in an envelope marked and addressed as set forth in the Notice Inviting Bids. Bids shall be delivered to the addressee at the location designated in the Notice Inviting Bids on or before the day and hour set for the opening of bids in the Notice Inviting Bids, and shall bear the name of the bidder. A bid will not be accepted after the date and time designated in the Notice Inviting Bids. It is the sole responsibility of the bidder to see that their bid is delivered and received in proper time. Any bid received after said designated date and time shall be returned to the bidder unopened.

#### **2-4 Addenda**

Addenda issued by the Owner before the time set for opening bids shall be included in the bid and shall be made a part of the contract. However, where any addendum to the Contract Documents includes a material change in, addition to or deletion from the bid specifications, as defined in Public Contract Code Section 4104.5, and that addendum is issued later than seventy-two (72) hours prior to the bid opening date, the bid opening date will be extended by at least seventy-two (72) hours. Notification of such extension of the bid opening date will be included in the addendum.

#### **2-5 Existing Conditions and Examination of Contract Documents**

The bidder represents that they have carefully examined the Contract Documents and the site where the Work is to be performed and that they have familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the Work. The bidder further represents that they have studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the area affected by the Work, including the location of underground facilities, that they have performed such additional surveys and investigations as they deem necessary to complete the Work at their bid price, and that they have correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the Work.

The plans and specifications for the Work show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Owner, the Engineer, and their consultants shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made.

Where such investigations have been made, bidders or Contractors may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer, or their consultants is included with the plans or other documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the Owner, the Engineer, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or its consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions, densities, or other characteristics different from, those indicated may not be encountered.

The availability or use of information described in this Section 2-5 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section and a bidder or Contractor is cautioned to make such independent investigations and examination as they deem necessary to satisfy themselves as to conditions to be encountered in the performance of the work.

No information derived from such inspection of records of investigations or compilation thereof made by the Owner, the Engineer, or their consultants will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract nor entitle the Contractor to any additional compensation, except as otherwise provided in Section 3-5, entitled UTILITIES.

## **ARTICLE 3. SCOPE OF WORK**

### **3-1 Work to be Done**

The work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, in accordance with the plans and specifications and subject to the requirements of the Contract Documents, and to leave the grounds in a neat and presentable condition.

### **3-2 Changes in The Work**

The Owner may require changes in, additions to, or deductions from the Work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in **Article 8** hereof, entitled ESTIMATES AND PAYMENTS.

The Owner's Representative may order minor changes in the Work not involving an increase or decrease in the contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the Work is being constructed. If the Contractor believes that any order for minor changes in the Work involves changes in the contract amount or time for completion, they shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the Owner's Representative in writing of their estimate of the changes in the contract amount and time for completion they believe to be appropriate.

No payment for changes in the Work will be made and no change in the time for completion by reason of changes in the Work will be made, unless the changes are covered by a written change order approved by the Owner in advance of the Contractor's proceeding with the changed Work. Changes in the Work shall not constitute the basis for a claim for damages or anticipated profits due to an increase or diminution in work done.

Any dispute between the Owner and the Contractor regarding payment for changes in the work or a change in the time for completion shall proceed in accordance with the procedures set forth in **Section 3-9** entitled CLAIMS.

### **3-3 Extra Work**

The Owner may determine, in the Owner's sole discretion, that it is necessary or desirable for the proper completion of the contract to order work done or materials or equipment furnished which in the opinion of the Owner are not susceptible of classification under the unit-price items named in the Bid Schedule, and are not included in any item for which a lump sum is bid. The Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials, and/or equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing.

Extra work and material will be paid for at a lump sum or unit price agreed on in writing by the Owner and the Contractor before the extra work shall be ordered.

Performance of any extra work or the furnishing of any extra materials which in the judgment of the Owner is of like character to and susceptible of classification under the unit-price items of the contract shall, at Owner's discretion, be paid for at the unit price named for such work in the Bid Schedule.

Whenever, in the Owner's sole discretion, such extra work or such extra material, as the case may be, is not of like character to and susceptible of classification under the unit-price items of the contract as specified, and it is impracticable because of the nature of the work or for any other reason to fix the price before the extra work order shall be issued, extra work and material, when furnished by the Contractor, shall be paid for at actual necessary cost of materials, supplies, labor, workers' compensation insurance, contributions made to the State as required by the provisions of the Unemployment Insurance Act, Chapter 352, Statutes of 1935, as amended, taxes paid to the Federal Government as required by the Social Security Act, approved August 14, 1935, as amended, and the reasonable value of the use of equipment for the actual time it is used, all as determined by the Owner, plus fifteen percent (15%) for profit, general expenses, excise taxes, property taxes, bond premiums, license and inspection fees imposed by any governmental authority and all other items of expense, whether of the kind enumerated herein or otherwise.

If any work or material is ordered under this section on a cost-plus basis, the Contractor shall, at the times directed during the performing of the work or the furnishing of the materials, render to the Owner written reports in prescribed form, showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work that worker is doing, and the wages paid or to be paid to him or her, also showing the equipment utilized, the materials delivered and the type and rental cost of equipment, the quantity and character of each such material, from whom purchased and the net amount paid or to be paid there for, any other items that may enter into the cost, and such other information as directed. If required, the Contractor shall produce any books, vouchers, other records, or memoranda which will assist the Owner in determining the true, necessary cost of work and materials to be paid for.

Any extra work performed hereunder shall be subject to all of the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the original contract.

Any dispute regarding payment for extra work shall proceed in accordance with the procedures set forth in **Section 3-9** entitled CLAIMS.

### **3-4 Obstructions**

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements required by law, they shall be removed, maintained and permanently replaced by the Contractor at the Contractor's expense except as otherwise specifically provided in the Contract Documents.

### **3-5 Utilities**

The Owner or the Engineer has endeavored to determine the existence of utilities at the site of the Work from the records of the owners of known utilities in the area affected by the Work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall make their own investigations, including exploratory excavation, and inquiries with area utility providers, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, they shall immediately notify in writing the Owner's Representative and the owner of the utility facility.

Prior to excavation, the Contractor shall contact the appropriate regional notification center, such as Underground Service Alert, as provided in Government Code Sections 4216 et. seq.

In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the Work, the work on such utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline utility facility not indicated in the plans and specifications with reasonable accuracy, the Owner will compensate the Contractor for the costs of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities, and for the costs for equipment on the project necessarily idled during such work. These costs, the work to be done by the Contractor in location, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provisions herein pertaining to changes in the Work. The Owner may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with the provisions herein pertaining to changes in the Work.

When it is necessary to remove, relocate, protect, or temporarily maintain a utility (other than [1] existing main or trunkline utility facilities not indicated in the plans and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with its own forces, or permitting the work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

The Contractor shall not be assessed liquidated damages for delay in completion of the Work, when such delay was caused by the failure of the Owner, the Engineer or the owner of the utility to provide for removal or relocation of utility facilities. The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and the purpose of maintaining and making repairs to their property.

### **3-6 Plans and Specifications Furnished by The Owner**

The Owner will furnish to the Contractor free of charge all copies of plans and specifications reasonably necessary for the execution of the Work. The Contractor shall keep one set of plans and specifications in good order available to the Owner's Representative at the site of the Work.

### **3-7 Final Cleanup**

Upon completion and before making application for acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied in connection with the Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work and grounds occupied shall be left in a neat and presentable condition. In the event the Contractor

fails to clean up as specified herein, clean up may be performed by the Owner at the Contractor's expense.

### **3-8 Protests**

If the Contractor considers any work required by the Owner to be outside the requirements of the Contract Documents, or if the Contractor considers any record or ruling of the Owner, the Owner's Representative or any governmental inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, and within ten (10) days after receipt thereof file a written protest with the Owner, stating clearly and in detail each objection and the reasons therefor. The Contractor shall, whether or not a written protest will be filed, immediately upon receipt of written instructions or decision proceed without delay to perform the work or conform to the record or ruling. The Contractor hereby agrees that, unless a specific objection or protest has been made as provided herein, the Contractor waives all grounds for protests or objections to the records, rulings, instructions, or decisions of the Owner or the Owner's Representative, and further agrees that as to all matters not included in such objections or protests the records, instructions and decisions of the Owner or Owner's Representative shall be final and conclusive. Such protests shall proceed in accordance with the procedures set forth in **Section 3-9** entitled CLAIMS.

### **3-9 Claims**

As provided in Article 1.5 of Chapter 1 of Part 3 of Division 2 of the Public Contract Code, claims by the Contractor shall be in writing and include the documents necessary to substantiate the claim. Prior to submitting a claim under this **Section 3-9**, the Contractor shall comply with all applicable notification requirements under the Contract Documents. By way of example, but in no way intended to be an exhaustive list of all situations where notice is required to preserve the Contractor's claim rights, where the Contractor believes that an order for minor changes in the Work involves changes in the Contract amount or time for completion, the Contractor must notify the Owner's Representative in writing within seven (7) days of the receipt of an order for changes in the Work in order to preserve the Contractor's right to claim such additional compensation or time for completion, as set forth in **Section 3-2** entitled "CHANGES IN THE WORK". As provided in **Section 4-2** entitled "SUPPLEMENTAL DRAWINGS", if the Contractor believes that any supplemental drawings call for changes in the Work for which the Contract amount or time for completion should be changed, the Contractor must notify the Owner's representative in writing within seven (7) days of the receipt of the supplemental drawings. Requests for an extension of time must be delivered to the Owner's representative within ten (10) days following the date of the occurrence which necessitated the extension of time. In all events, and subject to the deadlines for submitting claims specified above, and any other deadlines for submitting claims required under the Contract Documents, all claims must be filed with the Owner on or before the date of final payment.

For claims of less than fifty thousand dollars (\$50,000.00), the Owner shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claims the Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor. The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For Claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and Contractor. The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or request documentation, whichever is greater.

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within fifteen (15) days of receipt of the Owner's response or within fifteen (15) days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Except as provided in **Section 8-3** entitled PROGRESS PAYMENTS, **Section 8-4** entitled FINAL ESTIMATE AND PAYMENT, and **Section 8-5** entitled OWNERS' RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF, the Owner shall pay that portion of the claim which it has determined to be undisputed.

If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code Sections 900 et seq. and a lawsuit on the claim may thereafter be filed in the appropriate state court. The court is to order non-binding mediation, (unless waived by both parties) under strict time constraints (within sixty (60) days following the filing of responsive pleadings). The parties are to select a mediator within fifteen (15) days and the mediation must be commenced within thirty (30) days of the submittal, and shall be concluded within 15 days from its commencement. These time requirements may be extended upon a showing of good cause to the Court, or by stipulation of the parties.

If the matter remains in dispute, the parties may agree to submit the matter to binding arbitration, on such terms as may be established by stipulation. Otherwise, the case shall be submitted to judicial (non-binding) arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. The parties may agree by stipulation as to the required experience of and compensation payable to the arbitrator or mediator, except that compensation paid to arbitrators and mediators shall not exceed their customary hourly rates. Fees and expenses shall be paid equally by the parties, unless the arbitrator finds good cause for a different division of fees and expenses. If either party objects to the arbitrator's award, the matter can then go to trial de novo in the trial court, subject to the usual rules of litigation.

Should the party requesting trial de novo fail to obtain a more favorable judgment than that received through arbitration, such party shall, in addition to the payment of costs and fees under the arbitration provision of the Code of Civil Procedure, pay the attorney's fees arising out of trial de novo. In any lawsuit filed under these provisions, the Owner shall pay interest at the prevailing rate on any arbitration award or judgment from the date the lawsuit is filed.

## **ARTICLE 4. QUALITY OF THE WORK**

### **4-1 Authority of The Owner's Representative**

The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to disapprove or reject materials and equipment furnished and work performed which, in its opinion, is not in accordance with the Contract Documents, and its decision shall be binding and conclusive.

### **4-2 Supplemental Drawings**

The plans shall be supplemented by such drawings as are necessary to define the Work adequately. All such drawings delivered to the Contractor by the Owner's Representative shall be deemed written instructions to the Contractor. If the Contractor believes that any supplemental drawings call for changes in the Work for which the contract amount or time for completion should be changed, the Contractor shall not proceed with the changes in the Work so called for and shall within seven (7) days of the receipt of the supplemental drawings notify the Owner's Representative in writing of their estimate of the changes in the contract amount and time for completion they believe to be appropriate.

No payment for changes in the Work will be made and no change in the time for completion by reason of changes in the Work will be made, unless the changes are covered by a written change order approved by the Owner prior to commencement of the changed Work.

### **4-3 Conformity with The Contract Documents and Allowable Deviations**

The Work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Owner's Representative shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and its decision as to any allowable deviations there from shall be final.

If specific lines, grades, and dimensions are not shown on plans, those furnished by the Owner's Representative shall govern.

### **4-4 Manufacturer's Instructions**

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically provided in the Contract Documents.

### **4-5 Interpretation of Plans and Specifications**

Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials and workmanship. Drawings and specifications are intended to be fully complementary and to agree. The specification calling for the higher quality material or workmanship shall prevail. Materials or work described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the plans or specifications, the Contractor shall, within five (5) days of discovering such doubt or question, request clarification of the matter from the Owner's Representative, who shall respond



within two (2) working days (Saturdays, Sundays and holidays excluded) after receipt of the request. The decision of the Owner's Representative shall be final.

#### **4-6 Errors or Discrepancies Noted by Contractor**

It is the duty of the Contractor to promptly notify the Owner's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified method and fails to notify the Owner's Representative in writing of this belief within three (3) days of discovering the defect or insufficiency, the Contractor waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after they come to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at the Contractor's own risk and they shall bear all cost arising there from.

If the Contractor, either before commencing work or in the course of the Work, finds any discrepancy between the specifications and the plans or between either of them and physical conditions at the site of the Work or finds any error or omission in any of the plans or in any survey, the Contractor shall promptly notify the Owner's Representative of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance regulation, order, or decree, they shall promptly notify the Owner's Representative in writing of such conflict. The Owner's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after their discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at the Contractor's own risk and they shall bear all cost arising therefrom.

#### **4-7 Supervision and Superintendence**

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in **Section 4-6**, entitled ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall designate and keep on the Work at all times during its progress a competent superintendent, who shall not be replaced without written notice to the Owner's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required.

Whenever the superintendent is not present on any particular part of the Work where the Owner's Representative may desire to inform the Contractor relative to interpretation of the plans and specifications or to disapproval or rejection of materials or work performed, the Owner's Representative may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

#### **4-8 Shop Drawings**

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.

The Contractor shall review, mark as approved, and submit for review by the Owner's Representative, shop drawings as called for in the Special Provisions and Standard Specifications or requested by the Owner's Representative. Drawings shall be submitted in sextuplet to the Owner's Representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence so as to cause no delay in prosecution of the Work.

Shop drawings shall be complete in all respects. If the shop drawings show any deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons there for shall be set forth in the letter of transmittal.

By submitting shop drawings, the Contractor represents that material, equipment, and other work shown thereon conform to the plans and specifications, except for any deviations set forth in the letter of transmittal.

Within 30 days after receipt of said drawings, the Owner's Representative will return two of the copies of the drawings to the Contractor with any comments noted thereon. If so noted by the Owner's Representative, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor in the letter of transmittal accompanying resubmitted shop drawings shall direct specific attention to revisions other than the corrections requested by the Owner's Representative on previous submittals.

The review by the Owner's Representative is for the limited purpose of ensuring general conformity with the design concept of the project, and general compliance with the plans and specifications only, and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

No portion of the Work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Owner's Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

If the Contractor believes that any shop drawing or communication relative thereto calls for changes in the Work for which the contract amount or time for completion should be changed, they shall not proceed with the changes in the Work so called for and shall promptly submit to the Owner's Representative a written estimate of the changes in the contract amount and time for completion the Contractor believes to be appropriate. No payment for changes in the Work will be made and no change in the time for completion by reason of changes in the Work will be made, unless the changes

are covered by a written change order approved by the Owner prior to commencement of the changed Work.

#### **4-9 Quality and Safety of Materials and Equipment**

All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the plans and specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification is for the purpose of facilitating description of the materials, process, or articles desired and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the sole discretion of the Owner's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the sole discretion of the Owner's Representative is the substantial equal or better in every respect. In the event that the Contractor-furnished material, process, or article is more expensive than that specified, or involves additional labor or other cost, such difference in cost shall be borne by the Contractor.

In accordance with Section 3400 of the Public Contract Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days after award of the contract. This 35-day period of time is included in the number of days allowed for the completion of the Work.

All materials, equipment, and supplies provided shall, without additional charge to Owner, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

#### **4-10 Standards, Codes, Samples, and Tests**

Wherever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Bids is dated.

Tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the plans and specifications. The Contractor shall furnish without charge such samples for testing as may be required by the Owner's Representative.

#### **4-11 Observation of Work by Owner's Representative**

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the normal period during which work or any portion of it is carried on each day, as provided in the construction progress schedule submitted by the Contractor pursuant to **Section 5-2** entitled CONTRACTOR'S CONSTRUCTION SCHEDULE AND COST BREAKDOWN, they shall give timely notice to the Owner's Representative so that the Owner's

Representative may, if desired, be present to observe the work in progress. If the Contractor fails to obtain prior authorization, any work done in the absence of the Owner's Representative will be subject to rejection. Where the Contractor performs any part of the Work on a Saturday, Sunday, or holiday designated by the Owner, or for more than eight (8) hours in a workday, the Contractor shall, upon demand by the Owner, reimburse the Owner for the cost of employing inspectors or otherwise providing inspection of the Work. The Owner shall be entitled to withhold such costs from payments due the Contractor.

The Contractor shall give timely notice to the Owner's Representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's Representative may, if desired, observe such part of the Work before it is concealed.

The observation, if any, by the Owner's Representative of the Work shall not relieve the Contractor of any of their obligations to fulfill the contract as prescribed. Defective work shall be made good, and materials and equipment furnished and work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and work have been previously observed by the Owner's Representative or that payment there for has been included in an estimate for payment.

#### **4-12 Removal of Defective and Unauthorized Work**

Any work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no compensation will be allowed for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the site.

Any work done beyond the lines and grades shown on the plans or established by the Owner's Representative or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Representative made under the provisions of this article, the Owner's Representative shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

#### **4-13 One-Year Guarantee**

In addition to guarantees otherwise required, the Contractor shall and hereby does guarantee the Work against defects in workmanship or materials for a period of one year after the Owner's acceptance of the Work, except for any portion of the Work that is utilized or placed into service by the owner in accordance with the provisions of **Section 5-6**, entitled USE OF COMPLETED PORTIONS. The guarantee period for portions of the Work so utilized or placed into service shall be one year from the date of written notification to the Contractor described in said **Section 5-6**. The Contractor shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year period, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of a failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the Contractor's expense. The Contractor agrees to pay all such

expenses immediately on demand there for by the Owner. Such action by the Owner will not relieve the Contractor of the guarantees required by this article or elsewhere in the Contract Documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Owner or to prevent interruption of its operations, the Owner will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the Contractor, and shall be paid immediately upon demand therefore by the Owner. Such action by the Owner will not relieve the Contractor of the guarantees required by this article or elsewhere in the Contract Documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Owner all appropriate guarantees or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of the Contract Documents.

## **ARTICLE 5. PROSECUTION AND PROGRESS**

### **5-1 Subcontracting**

Subcontracts may be permitted to such extent as shall be shown to be necessary or definitely advantageous to the Contractor in the prosecution of the Work, in the sole discretion of the Owner. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements or any other provisions of the contract. The Contractor shall not enter into any subcontract with a subcontractor which has been debarred by the Labor Commissioner pursuant to sections 1777.1 and 1777.7 of the Labor Code. In the event the Contractor subcontracts any part of this contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of each subcontractor and anyone either directly or indirectly employed by them as the Contractor is responsible to the Owner for the acts and omissions of their employees. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor shall include in every subcontract a provision incorporating the terms and conditions of the Contract Documents into the subcontract. Where the subcontract is not in writing, the subcontractor shall nonetheless agree to be bound by the terms of the Contract Documents as applicable to that subcontractor's work. A copy of each subcontract, if in writing, or if not in writing then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, and including a certification by the subcontractor acknowledging that said subcontractor is bound by the applicable terms of the Contract Documents, shall be filed with the Owner before the subcontractor begins work.

The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the Work among subcontractors.

### **5-2 Contractor's Construction Schedule and Cost Breakdown**

Within ten days after execution of the contract, the Contractor shall deliver to the Owner's Representative a construction progress schedule and cost breakdown in bar chart form showing the proposed dates of commencement and completion and cost of each of the various parts of the Work and the anticipated amount of each monthly payment that will become due the Contractor in accordance therewith. The construction progress schedule shall specify the normal period during which work will be carried on each day, and whether any overtime, weekend or holiday work is anticipated.

### **5-3 Time for Completion and Forfeiture Due to Delay**

The Contractor shall begin and complete all or any designated portion of the Work called for under the contract within the time set forth in the Special Provisions. Time is of the essence in this contract.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this contract entitling the Owner to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in this article and **Section 5-5** entitled EXTENSION OF TIME.

Failure of the Owner to insist upon the performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The Owner's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of

the Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this contract entitling the Owner to terminate.

In accordance with Government Code 53069.85, Contractor agrees to forfeit and pay Owner the amount per day set forth in the Special Provisions for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in this article and in **Section 5-5** entitled EXTENSION OF TIME. Unforeseen causes of delay beyond the Contractor's control shall include acts of God, acts of a public enemy, acts of the government, acts of the Owner, or acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond Contractor's control) shall not entitle the Contractor to any additional compensation. The Contractor's sole remedy shall be to request an extension of time.

#### **5-4 Suspension of Work**

The Work may be suspended in whole or in part when determined by the Owner's Representative or the Engineer that the suspension is necessary in the interests of the Owner. The Contractor shall comply immediately with any written order of the Owner, the Owner's Representative or the Engineer to suspend the Work. The Contractor shall be responsible for taking reasonable steps to protect the Work in progress, any materials and equipment on the site of the Work, and any materials delivered to the Contractor which are to be incorporated into the Work during the period of the suspension. Such suspension shall not form the basis of any claim by the Contractor against the Owner, except as provided in **Section 5-5** entitled EXTENSION OF TIME.

#### **5-5 Extension of Time**

The time specified for completion of all or any part of the Work may be extended only by a written change order executed by or on behalf of the Owner.

Requests for an extension of time must be delivered to the Owner's Representative within ten (10) consecutive days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the time extension requested. Requests for extensions of time which fail to include the specified information or which are not received within the specified time shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

Requests for a time extension due to weather or other conditions beyond the Contractor's control shall include daily written reports to the Owner's Representative describing such weather or conditions and specifying the work which, but for such weather or conditions, the Contractor would otherwise have performed.

The Owner's receipt of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the Owner's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this article and **Section 5-3**, entitled TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY, the Owner will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension. Should the Contractor disagree with the decision of the Owner, the Contractor may appeal that decision to the governing body of the Owner, which shall review the basis for the decision of its staff and make appropriate findings regarding the Contractor's request for an extension of time. The findings of facts by the governing body of the Owner shall be final and conclusive. An extension of time may be granted by the Owner after the expiration of the time originally fixed in the contract or as previously extended; the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract.

Any further dispute regarding an extension of time shall proceed in accordance with the procedures set forth in **Section 3-9** entitled CLAIMS, provided, however, that the Contractor first has exhausted its remedies pursuant to the procedure set forth in this **Section 5-5**.

#### **5-6 Use of Completed Portions**

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right, upon written notification to the Contractor, to utilize such portions of the Work and to place the operable portions into service and to operate same.

Once the Owner has given notice and commenced utilization or operation of any part of the Work, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the Work in its entirety, for making good defective work and materials, for protecting the Work from damage, and for being responsible for damage and for the Work as set forth in the General Provisions and other Contract Documents; nor shall such action by the Owner be deemed final acceptance, and such action shall not relieve the Contractor, their sureties, or insurers of the provisions of **Article 7**, entitled CONTRACTOR'S INSURANCE, and **Section 6-10**, entitled INDEMNITY.

#### **5-7 Character of Workers**

None but skilled workers shall be employed where the Work requires special qualifications. When required in writing by the Owner, the Contractor or any subcontractor shall discharge any person who is, in the sole discretion of the Owner, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the Work except with the prior written consent of the Owner. Such discharge shall not be the basis of any claim for compensation or damages against the Owner, its Engineer or any of its officers. No convict labor shall be directly employed by the Contractor or any subcontractor in the performance of any work done under this contract.

#### **5-8 Enforcement of Order**

The Contractor shall be responsible for maintaining good order at all locations where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from any of the sites affected by the Work. The



Contractor shall not sell, nor shall they permit or suffer the introduction or use of intoxicating liquors or narcotics upon the Work embraced in these specifications or upon any of the grounds occupied or controlled by them in connection with such work.

#### **5-9 Use of Owner's Property During Construction**

Where necessary for the prosecution of the Work and upon application to and approval by the Owner, the Contractor may use property or facilities of the Owner during construction of the Work for storage of equipment or materials, to fabricate materials to be incorporated into the Work, or for any other reason related to the prosecution of the Work.

In the event the Contractor is afforded the use of the Owner's property as provided herein, the Contractor shall be responsible for ensuring that any materials or equipment stored thereon are kept safe from theft, vandalism, or damage due to any cause, and shall erect such temporary structures as are necessary to protect the material or equipment from damage, at the expense of the Contractor. The Contractor shall ensure that the insurance required under the Contract Documents includes coverage for the Contractor's use of the Owner's property in accordance with this **Section 5-9**.

## **ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES**

### **6-1 Observing Laws and Ordinances**

The Contractor shall keep fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the Work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall promptly report the same to the Owner's Representative in writing and cease operations on the affected portion of the Work until the Owner's Representative has given appropriate instructions as provided for in **Section 4-6**, entitled ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR. No payment for changes in the Work will be made and no change in the time for completion by reason of such discrepancy or inconsistency will be made, unless the changes are covered by a written change order approved by the Owner in advance of the Contractor's proceeding with the changed Work.

The Contractor shall at all times observe and comply with and shall cause their agents, employees, subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, agents and volunteers against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor, their employees, agents, subcontractors, or suppliers.

In the event the Contractor, after 72-hour written notice to comply, fails to comply with any law, ordinance, regulation, order or decree which in any way affects the conduct or prosecution of the Work, and the Owner takes reasonable steps to ensure compliance with such law, ordinance, regulation, order or decree, the costs and expenses incurred in effecting such compliance shall be paid by the Contractor. Should the Contractor fail to pay such costs and expenses, the Owner may deduct them from any amounts then due or that may become due to the Contractor. In the event such costs and expenses exceed the amounts deducted by the Owner, the Contractor shall pay the balance thereof immediately upon demand therefor by the Owner.

### **6-2 Permits and Licenses**

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

### **6-3 Inventions, Patents, and Copyrights**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such rights.

#### **6-4 Safety and Public Convenience**

The Contractor shall conduct their operations so as to avoid injury or damage to any person or property, and to minimize any obstruction and inconvenience to the public. The Contractor shall comply with the requirements of the Contract Documents relating to safety measures applicable in particular operations or kinds of work. The Contractor shall have under construction no greater amount of Work than can be prosecuted properly with due regard to the rights and safety of the public and the workers.

Convenient access to driveways, houses, and building along the line of Work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work and to give directions to the public.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers, including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accident or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

The right of the Engineer or the Owner's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the site of the Work. However, in the event that the Owner determines that the Contractor has failed to ensure the safety of the public and the workers, or has failed to take reasonable steps to protect the workers and the public, the Owner may give the Contractor 72-hours written notice to take appropriate action to ensure their safety. In the event the Contractor fails to comply, and the Owner takes such steps as are reasonably necessary to ensure the safety and protection of the public and the workers, the Contractor shall pay the cost and expenses incurred in taking such action. Should the Contractor fail to pay, the Owner may deduct the costs and expenses incurred in taking such action from any amounts then due or that may become due to the Contractor. In the event such costs and expenses exceed the amounts deducted by the Owner, the Contractor shall pay the balance thereof immediately upon demand therefor by the Owner.

#### **6-5 Responsibility for Loss, Damage, or Injuries**

The Contractor shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, the Engineer, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such

responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

#### **6-6 Contractor's Responsibility for The Work**

Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein (including materials for which partial payment has been made or materials which have been furnished by the Owner) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall at their expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at their discretion to prevent such threatened loss or injury.

#### **6-7 Preservation of Property**

The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work or as good as required by the plans and specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the plans shall not relieve the Contractor of his responsibility under this article. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

#### **6-8 Excavation Plans for Worker Protection Required by Labor Code Section 6705**

If the total amount of the contract is in excess of \$25,000, the Contractor shall submit to the Owner for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that

the registered civil or structural engineer certifies that the plan complies with all governmental regulations and orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the General Industry Safety Orders promulgated by the Department of Industrial Relations, Division of Industrial Safety, or by such other agency with responsibility therefore.

The Owner or the Engineer or their consultants may have made investigations of subsurface conditions in areas where the Work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this article shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

#### **6-9 Personal Liability**

No director, officer, employee, or agent of the Owner, the Engineer, the Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the contract.

#### **6-10 Indemnity**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Owner's Representative, their consultants, and each of their directors, officers, agents, employees and volunteers from and against all claims, damages, losses, expenses, and other costs, including, but not limited to, costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the job site, provided that any such liability (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission (active, passive, or comparative negligence included), of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist. The Contractor's obligation under this **Section 6-10** shall not be abridged, reduced or discharged by the maintenance of insurance by the Contractor.

In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first and fourth paragraphs of this Section 6-10 shall not be limited in any way by any limitation on the amount or

type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor, or any supplier or other person under workers' compensation acts, disability benefit acts, or other employee acts.

The obligations of the Contractor under the first and fourth paragraphs of this Section 6-10 shall not extend to the liability of the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

The Contractor shall also indemnify and hold harmless the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, agents and volunteers from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

#### **6-11 Hours of Labor**

The Contractor shall forfeit as a penalty to the Owner the maximum amount provided by statute for each worker employed in the execution of the contract by the Contractor or any of their subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

#### **6-12 Prevailing Wage**

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the Owner, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by them or by any subcontractor under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Moreover, failure to pay the prevailing wage may subject the Contractor to debarment, as provided in Labor Code Section 1777.1.

#### **6-13 Travel and Subsistence Payments**

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

#### **6-14 Apprentices**

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

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

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. In accordance with Section 1773.3 of the Labor Code, within five (5) days of awarding the Contract hereunder the Owner shall send a copy of this Contract to the Division of Apprenticeship Standards.

Willful violations of Section 1777.5 will result in a forfeiture of the maximum statutory amount for each calendar day of non-compliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations pursuant to Labor Code Section 1777.7. Willful violations of Section 1777.5 shall also result in the suspension of the Contractor's right to bid on or receive the award of any public works construction contract, as provided in Section 1777.7.

#### **6-15 Warranty of Title**

No materials, supplies, or equipment for the Work under this contract shall be purchased subject to any conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of public entities, the title of which is commonly retained by the utility company or the public entity. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

#### **6-16 Property Rights in Materials**

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Owner. All such materials shall become the property of the Owner upon being so attached or affixed or upon payment for materials delivered to the site of the Work or stored subject to or under the control of the Owner.

Soil, stone, gravel, and other materials found at the site of the Work and which conform to the plans and specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

#### **6-17 Title to Materials Found on The Work**

The title to all water and to the right to use of all water, to all soil, stone, gravel, sand, minerals, and all other materials developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees, and the right to use or dispose of the same, are hereby expressly reserved in the Owner and neither the Contractor, nor any subcontractor, nor any of their

employees shall have any right, title, or interest in or to any part thereof; neither shall they, nor any of them, assert or make any claim thereto. The Contractor may be permitted to use in the Work without charge any such materials which meet the requirements of these specifications.

#### **6-18 Mutual Responsibility of Contractors**

Nothing in the contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the Work. The Contractor must ascertain to their own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor may perform this contract in the light of such other contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Owner's Representative shall decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related work, the decision of the Owner's Representative shall be binding upon all contractors concerned and the Owner, the Engineer, the Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Owner's Representative respecting the order of precedence in the performance of the contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor may agree to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner, the Engineer, the Owner's Representative, or their consultants on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

#### **6-19 Termination for Breach**

If the Contractor refuses or fails to prosecute all or any part of the Work with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such work within such time, or if the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of their creditors, or if a receiver is appointed on account of their insolvency, or if they file a petition to take advantage of any debtor's Act, or if the Contractor or any of their subcontractors violate any of the provisions of the contract, or refuse or fail to supply enough properly skilled workers or proper materials to complete the Work in the time specified, as adjusted by any time extensions granted, or they fail to make prompt payment to subcontractors or for material or labor, or if the Contractor disregards any laws or ordinances, or instructions given by the Owner or Owner's Representative, the Owner may, without prejudice to any other right or remedy, serve written notice upon the Contractor and their surety of its intention to terminate the contract. Such notice by the Owner shall set forth the reasons for the intended termination of the contract, and unless within ten days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the contract shall upon the expiration of said ten



days cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Upon termination as provided above, the Owner shall immediately give written notice to the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within fifteen (15) days after receipt of a notice of termination does not notify the Owner in writing of its intention to take over and perform the contract, or does not commence performance of the contract within thirty (30) days from the date of serving said notice, the Owner may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and their surety shall be liable to the Owner for any excess cost or other damage occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the Work or on any other property of the Owner and be necessary for the Work. For any portion of such work that the Owner elects to complete by furnishing its own employees, materials, tools, and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for cost-plus work in **Section 8-1**, entitled PAYMENT FOR CHANGES IN THE WORK.

If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Contractor or surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

#### **6-20 Notice and Service Thereof**

Any notice required or given under the contract shall be in writing, be dated, and signed by the party giving such notice or their duly authorized representative, and be served as follows:

If to the Owner, by personal delivery or by deposit in the United States mail.

If to the Contractor, by personal delivery to the Contractor or to their authorized representative at the site of the project or by deposit in the United States mail.

If to the surety or any other person, by personal delivery to said surety or other person or by deposit in the United States mail.

All mailed notices shall be in sealed envelopes, shall be sent by certified mail with postage prepaid, and shall be addressed to the addresses in the Contract Documents or such substitute addresses which a party designates in writing and serves as set forth herein.

Any notice served in accordance with this **Section 6-20**, shall be deemed received by the addressee seventy-two (72) hours after deposited, postage prepaid, in the United States mail.

#### **6-21 Attorneys' Fees**

In any action, at law or in equity, including an action for declaratory relief, seeking to interpret or enforce the terms of the Contract, the prevailing party shall be entitled to recover a reasonable amount as attorneys' fees and costs incurred in prosecuting or defending such action, including a dispute submitted to arbitration, in addition to any other relief to which such party is entitled.

#### **6-22 Lands and Rights-of-Way**

The lands and rights-of-way for the facility to be constructed will be provided by the Owner. Except to the extent the Contractor is authorized to use other property of the Owner as provided in **Section 5-9** entitled USE OF OWNER'S PROPERTY DURING CONSTRUCTION, the Contractor shall make their own arrangements and pay all expenses for additional area required by them outside the limits of the Owner's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located in addition to conforming to the plans and specifications. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the plans and specifications.

#### **6-23 Waiver of Rights**

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

#### **6-24 Taxes**

The Contractor shall pay all sales, consumer, use, and other taxes.

#### **6-25 Assignments of Antitrust Actions**

In entering into this Contract or any subcontract to supply goods, services, or materials to the Contractor pursuant to this 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 any of them 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 this contract or any subcontract hereunder. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **6-26 Payroll Records**

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision.

All payroll records shall be certified as accurate by the Contractor or subcontractor or its agent having authority over such matters.

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations.

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the Contractor and/or subcontractor and the name, address, and telephone number of all employees does not appear on the modified record.

The Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten days of the date a written request for payroll records has been received. Should any request for payroll records be submitted to the Owner, the sole obligation of the Owner shall be to transmit that request to the Contractor and advise the Contractor of its obligations under the Labor Code and of the penalties for failure to comply.

Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of the maximum statutory amount per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this article or Labor Code Section 1776 from the Contractor's payments then due.

#### **6-27 Notice of Latent or Hazardous Conditions**

In accordance with Section 7104 of the Public Contract Code, where the contract specifications require digging trenches or excavating deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (a) Material that the Contractor may believe is hazardous waste as defined in Section 25117 of the Health and Safety Code;
- (b) Subsurface or latent physical conditions differing from those indicated in the plans and specifications;
- (c) Unknown physical conditions of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract specifications.

Upon receipt of written notice by the Contractor of such conditions, the Owner shall promptly investigate. If the Owner finds such conditions to exist and determine that an increase or decrease in the Contractor's cost of or time required for performance of the Work will result from the change in conditions, the Owner will issue a change order.

In the event a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause decrease or increase in the cost of or time required for performance of any part of the Work, the Contractor shall not be excused from the scheduled completion of the Work, and shall retain any and all rights which he may have pertaining to the resolution of disputes between the Owner and the Contractor, as provided in **Section 3-9** entitled CLAIMS.

**6-28 Contractor's Obligations Concerning Payment of Workers' Compensation and Unemployment Insurance**

The Contractor shall be responsible for complying with the provisions of Division 4 of the Labor Code, relating to securing payment of Workers' Compensation, and of the Unemployment Insurance Code.

**6-29 Use of Debarred Contractors**

As provided in Public Contract Code Section 6109, any contract between the Contractor and a subcontractor that has been declared by the Labor Commissioner to be ineligible to perform work on a public works project is void, and the debarred subcontractor shall not receive any public money for performance of any part of the Work.

**6-30 Notification of Third-Party Claims**

The Owner shall provide the Contractor with timely notification of any third-party claims arising under or in relation to the Contract or the performance of the Work. The Owner shall be entitled to offset against any payments due the Contractor the reasonable costs incurred in providing such notification.

## **ARTICLE 7. CONTRACTOR'S INSURANCE**

### **7-1 General**

The Contractor shall not commence or continue to perform any work unless the Contractor, at their own expense, has in full force and effect all required insurance. The Contractor shall not permit any subcontractor to perform work on this project unless the Workers' Compensation Insurance requirements have been complied with by such subcontractor.

The types of insurance the Contractor shall obtain and maintain are Workers' Compensation Insurance, Liability Insurance, and Builders' Risk Insurance.

Workers' Compensation Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and have an "B+" policyholder's rating and a Financial Size Category rating of at least VII in accordance with the most current Best's Rating, unless otherwise approved by the Owner.

As evidence of specified insurance coverage, the Contractor shall provide certificates of insurance and endorsements on forms approved by the Owner.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, the Engineer, the Owner's Representative and each of their directors, officers, employees, agents and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Upon demand by the Owner, the Contractor shall deliver all policies of insurance and the receipts for payment of premiums thereon. Should the Contractor neglect to maintain in force insurance required under the Contract Documents, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner as its true and lawful attorney-in-fact to do all things necessary for this purpose. Should the Owner make such payments on behalf of the Contractor, any monies so paid shall be charged to the Contractor and shall be deducted such from any payments due the Contractor under the Contract Documents.

### **7-2 Workers' Compensation Insurance**

The Contractor and all subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the area affected by the Work, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance certifying that they have obtained for the period of the contract full Workers' Compensation Insurance coverage for all persons employed directly by the Contractor or through subcontractors in carrying out the Work under the contract. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation Insurance laws. The Contractor shall defend, protect and save harmless the Owner, the Engineer and the Owner's Representative and each of their directors, officers, employees, agents and volunteers from and against all claims, suits and actions arising from any failure of the Contractor or any subcontractor to maintain such coverage or insurance.

### 7-3 Liability Insurance

The Contractor shall, at the time of execution of this Contract, file with the Owner a Certificate of Insurance, satisfactory to the Owner and evidencing liability insurance as required under the Contract Documents. The provisions required by this article shall either be affirmatively shown on the certificate or evidenced by separate endorsement. The certificate shall provide that coverage may not be cancelled, reduced, or changed without giving the Owner and its Engineer at least thirty (30) days prior notice thereof in writing, which notice shall be effective only after being actually and physically received by the Owner and its Engineer. Notwithstanding the foregoing, Owner's initial receipt or "acceptance" of certificates of insurance, or of policies of insurance, shall not obligate the Owner to review such certificates or policies for compliance with the Owner's insurance requirements in this article. Any failure of any Contractor-provided insurance to at least match the insurance requirements of this article, whether such failure is discovered before or after issuance of the Notice to Proceed, shall not be the basis on any legal theory whatsoever for any lessening whatsoever of Contractor's financial responsibilities under this Contract for risks described in this article.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of greater damages resulting from the Contractor's operations under this Contract.

The Liability Insurance coverage shall include each of the following types of insurance:

- A. Commercial General Liability, including premises/operations, products/completed operations, owners and Contractors protective liability, and contractual liability. Coverage provided shall be at least as broad as that provided under the Insurance Services Office (ISO) Commercial General Liability - Occurrence Form CG 0001.
- B. Automobile Liability, with coverage at least as broad as ISO Form Number CA 0001(ed. 1/87) covering Automobile Liability, Code 1 (any auto) and must include the following coverage:
  - (1) Comprehensive Form Including Loading and Unloading.
  - (2) Owned.
  - (3) Hired.
  - (4) Non-Owned.

The policies of insurance shall contain an endorsement designating as additional insureds the Owner, the Engineer, the Owner's Representative, and their respective consultants, directors, officers, employees, agents and volunteers. Where requested by the city, county or other governmental agency in whose jurisdiction the work is being performed, or in the discretion of the Owner, the city, county or other governmental agency shall be named as an additional insured. The policy shall contain provisions or endorsements that any insurance maintained by the additional insureds shall be non-contributing and excess to the Contractor's insurance, and that any failure of the Contractor or any subcontractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the additional insureds, their directors, officers, employees, agents and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under this article shall not be reduced or prorated by the existence of such other insurance.

Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 6-10, entitled INDEMNITY, in the General Provisions except those matters set forth in the fourth paragraph thereof.

#### **7-4 Builder's Risk Insurance**

The Contractor shall provide and maintain Builder's Risk Insurance covering all risks of direct physical loss, damage or destruction to the Work in the minimum amount of the dollar value of the Work contemplated under the Contract Documents, subject to adjustment by change order duly issued by the Owner, to insure against such losses until final acceptance of the Work by the Owner. Such insurance shall include explosion, collapse, underground excavation and removal of lateral support. The Owner shall be named as an additional insured on any such policy. The making of progress payments to the Contractor shall not in any way be construed as creating an insurable interest by or for the Owner or be construed as relieving the Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to the final acceptance of the Work by the Owner.

The insurer shall waive all rights of subrogation against the Owner. The Contractor shall provide the Owner with a certificate of insurance for Builder's Risk Insurance coverage and evidence of waiver of rights of subrogation against the Owner.

#### **7-5 Contractor's Liability not Limited by Insurance**

Nothing contained in these insurance requirements is to be construed as limiting and the liability of the Contractor or the Contractor's sureties.

## **ARTICLE 8. ESTIMATES AND PAYMENTS**

### **8-1 Payment for Changes in The Work**

Changes in, additions to, or deductions from the Work, including increases or decreases in the quantity of any item or portion of the Work, shall be set forth in a written change order executed by the Owner which shall specify:

The changes, additions, and deductions to be made.

The increase or decrease in compensation due the Contractor, if any.

Adjustment in the time of completion, if any.

Adjustment in the compensation due Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

- 1) Unit prices contained in the contract.
- 2) Mutually agreeable lump-sum or unit prices. If requested by the Owner's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.
- 3) Where an adjustment in compensation due the Contractor has not been determined, but a written change order has been issued by the Owner, the Contractor shall promptly proceed with the work involved. In such case, the Contractor shall be compensated for furnishing labor, materials, tools, and equipment on a cost-plus basis, as follows:
  - a) Cost of labor plus fifteen percent (15%) for workers directly engaged in the performance of the work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.
  - b) Cost of material plus fifteen percent (15%). Cost of material shall include sales tax, freight, and delivery charges. The Owner reserves the right to furnish such materials as it deems advisable and the Contractor shall not be paid the fifteen percent (15%) markup on such materials.
  - c) For tools and equipment actually engaged in the performance of the work, rental rates plus fifteen percent (15%). The rental rates shall be those prevailing in the area where the Work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500.00 or less.
  - d) Subcontractor invoices to the Contractor plus five percent (5%). Subcontractor invoices shall be based on the above-described cost of labor plus fifteen percent (15%) cost of material plus fifteen percent (15%), and tool and equipment rental rates plus fifteen percent (15%).

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense,



supervision, or damages claimed for delay in prosecuting the remainder of the Work.

For cost-plus work, the Contractor shall submit to the Owner's Representative for verification daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the work, including the name and number of each worker employed thereon, the number of hours employed thereon, the character of work each worker is doing, and the wages paid or to be paid each worker. In the case of tool and equipment rentals, the Contractor shall be compensated at the rate applicable to that type or article of tool or equipment reasonably necessary to perform the work contemplated by the change order, as determined by and in the sole discretion of the Owner's Representative. receipt of the Contractor's daily work sheets by the Owner's Representative shall not be deemed an admission of the Contractor's right to be compensated for the labor, materials, tools and equipment set forth therein, but is merely an acknowledgment that the workers, materials, tools and equipment specified in the report were in fact employed or used in the prosecution of the Work by the Contractor on the date indicated in the report.

If requested by the Owner, the Contractor shall produce any books, vouchers, memoranda, or other records which will enable the Owner to determine the true, necessary cost of work and materials to be paid for. In no case of cost-plus work ordered by Owner shall additional payment be made to the Contractor due to overtime or holiday wages paid by them in connection with such cost-plus work unless specifically ordered and agreed to in writing by the Owner, and then only to the extent extra payment is regularly being made up by the Contractor for overtime or holiday work of a similar nature in the same locality. No payment will be made for work not verified by the Owner's Representative.

Any disputes regarding payment for changes in the Work or for extra work, or regarding extensions of time, shall proceed in accordance with the procedures set forth in Section 3-9 entitled CLAIMS.

### **8-2 No Payment for Temporary Work**

No direct payment will be made to the Contractor for providing transportation, light, power, tools, and equipment or for furnishing, building, and maintaining camps, construction plant, access roads, sanitary conveniences, disposal work, water supply, fire protection, guards, trestles, telephone system, and other temporary works, or for the removal of all temporary structures, plant and materials, or for medical attendance or health protection, or for watchmen, magazine keepers or guards, or for any other service, thing, or material, unless payment therefor has been provided in the Contract Documents or expressly authorized by the Owner. Compensation for all such services, facilities, things or materials necessary or required to execute the Work in accordance with the provisions of the contract shall be considered as having been included in the prices stipulated for the appropriate items.

### **8-3 Progress Payments**

The Contractor shall, on or before the tenth (10th) day of each calendar month after actual construction work is started, submit to the Owner's Representative a written estimate of the value of the work completed by the Contractor and of materials delivered on the ground at the site of the Work or stored subject to or under the control of the Owner prior to the first of the month in which the estimate is made. In reviewing such payment requests, the Owner's Representative may take into consideration, along with other facts and conditions deemed by them to be proper, the ratio of the difficulty or cost of the work done to the probable difficulty or cost of the work remaining to be done. The Owner shall retain ten percent (10%) of such estimated value as part security for the fulfillment of the contract by the Contractor and shall within thirty (30) days of the date which the estimate is received pay to the Contractor the balance of such estimated value after deducting therefrom all

previous payments and all sums to be kept or retained under the terms of the contract. All amounts so retained are withheld subject to the provisions of Public Contract Code Section 7107.

Pursuant to Section 20104.50 of the Public Contract Code, should the Owner fail to make a progress payment within thirty days after receipt of the undisputed and properly submitted pay estimate from the Contractor, the Contractor is entitled to interest from the Owner at the then-prevailing legal rate.

The payment request shall be reviewed by the Owner as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the Contractor not later than seven (7) days after receipt by the Owner's Representative. Such returned requests shall be accompanied by a written explanation of the reasons why the payment request is not proper.

In the event a payment request is rejected, all or in part, beyond the seven-day period after receipt, the number of days available to the Owner to make payment without incurring interest shall be reduced by the number of days by which the Owner exceeds the seven-day return requirement set forth above.

#### **8-4 Final Estimate and Payment**

When the Work has been completed, the Owner's Representative will make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the contract. If the Owner finds the Work has been completed according to the contract, it shall accept the Work, shall file a notice of completion, and shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the contract, including any right of offset the Owner may have against the Contractor under the terms of this or any other contract between the Owner and the Contractor. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment, including all amounts retained from any progress payments, shall not be due and payable until the expiration of thirty-five (35) days from the date of filing a notice of completion of the Work by the Owner, but in all events shall be paid within sixty (60) days of completion of the Work, as defined in Section 7107 of the Public Contract Code.

In the event of a dispute between the Owner and the Contractor over the amount due, the Owner may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. In the event that retained funds are not paid within the time specified herein or are wrongfully withheld, as provided in Section 7107, the Owner shall be subject to a charge of two percent (2%) per month on the improperly withheld amount, in lieu of any interest otherwise due. In any action for collection of funds allegedly wrongfully withheld, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in such action.

It is mutually agreed between the parties to the contract that no certificate given or payment made under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract shall release the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from any and all claims or liability arising out of the contract.

#### **8-5 Owner's Right to withhold Certain Amounts and Make Application Thereof**

In addition to the amount which the Owner may retain under Section 8-3 entitled PROGRESS PAYMENTS, or under Section 8-4 entitled FINAL ESTIMATE AND PAYMENT, the Owner may

withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in its judgment may be necessary to cover:

Payments which may be past due and payable for properly filed claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work on the project under this contract.

Estimated or actual costs for correcting defective work not remedied.

Estimated or actual costs for performing any work required of the Contractor pursuant to Section 3-7 entitled FINAL CLEANUP.

Estimated or actual costs of extraordinary or overtime inspection services provided by the Owner.

Costs incurred by the Owner for relocation of underground facilities which should have been borne by the Contractor under the Contract Documents.

Amounts claimed by the Owner as forfeiture due to delay or other offsets.

Any other amounts owing by Contractor to Owner.

Unpaid premiums for insurance required under the contract.

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

## **8-6 Cost Statement**

The Contractor shall furnish the Owner promptly, upon completion of the Work, all information necessary to determine the cost of the Work, including an itemized statement in a form satisfactory to the Owner of the actual cost of all labor, materials, rentals, repairs, compensation and other insurance, transportation of labor, equipment and materials, engineering or other special services, supervision, overhead, depreciation, and taxes properly chargeable against the Work, and any and all costs entering into the work performed. The Contractor shall permit the Owner to have access to original payrolls, vouchers, and other records to the extent required to verify the figures given in said statement, and the Contractor shall not be entitled to receive payment on account of the final estimate as hereinabove provided, unless and until the Contractor furnishes the Owner a satisfactory statement of the cost of the entire Work.

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## **SPECIAL PROVISIONS**

### **SP-1 Beginning and Completion of Work**

The Contractor shall begin work within fifteen (15) days after the date set forth in the "Notice to Proceed" and shall complete all work under the contract within **forty (40) calendar days** after the date for commencement set forth in the Notice to Proceed.

### **SP-2 Time Period during Which Bids Remain Valid**

All bids shall remain valid for a period of sixty (60) days after the date specified in the Notice Inviting Bids for the opening of bids by the Owner. After that period has expired, and in all events within sixty (60) days after the date set for opening bids, the Bid Security submitted with their Proposal will be returned to the unsuccessful bidders.

### **SP-3 Connection to Other Facilities**

Connections to other facilities, as may be shown on the drawings, shall be performed only when authorized by the Owner. The Contractor shall notify the Owner or Owner's representative five days prior to the date that such connections are due to be performed. Dewatering the existing lines and operation of all valves shall be performed by the Owner.

In the event that the pipelines to which connections are to be made do not exist at the time said connections are ready to be made, the Contractor shall install blind flanges until such time that said "existing" pipelines are installed and placed into service. No extra payment will be allowed for any delays resulting from the requirements of this *Section SP-3*.

### **SP-4 Liquidated Damages for Delays**

It will be impractical or extremely difficult to fix the actual damages that may result from any delays in completion of the work beyond the date agreed upon. It is therefore stipulated and agreed that if all the work included in the contract is not completed on or before the date of completion as provided in *Section SP-1* entitled *BEGINNING AND COMPLETION OF WORK*, or within such extensions of time as may be granted, the Contractor shall pay to the Owner in accordance with the provisions of *Section 5-3* of the General Provisions, as agreed, fixed and liquidated damages for each calendar day's delay until said work is satisfactorily completed or until the Owner may reasonably procure the completion thereof by another contract, or complete the same itself, the sum of \$500.

### **SP-5 Breakdown of Contract Price**

For use in preparing estimates of completed work on which to base claims for partial payments, the Contractor shall prepare an itemized breakdown of the contract price indicating quantities and unit prices for the various elements of the work.

The breakdown shall be a true representation of the contract price for work covered by the specifications and drawings and shall be subject to approval by the Owner. An unbalanced breakdown will not be acceptable.

Values assigned to the price breakdown will be used only as a basis for partial payment and not as a basis for additions to or deductions from the contract price.

**SP-6 Contract Drawings**

The location of the work and existing and new facilities and appurtenant works are shown on the drawings made a part of these specifications as listed herein.

When deemed necessary by the Engineer, additional detailed drawings will be furnished the Contractor during the progress of the work. The Contractor will be furnished such number of copies of the drawings and specifications as may be required for carrying out the work. Contact prints of the original drawings will be furnished the Contractor for construction purposes, upon request.

**LIST OF DRAWINGS**

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	WATER PLAN AND PROFILE
4	WATER PLAN AND PROFILE
5	WATER PLAN AND PROFILE AND DETAILS
6	DETAILS

**SP-7 Drawings and Data Required to be Submitted by Contractor**

**A. General**

The Engineer's review and approval of drawings and of data required to be submitted herein shall not relieve the Contractor from the full responsibility for the correctness of details and dimensions, and for compliance with the specifications. The Contractor shall assume all responsibility and risk for misfits due to any errors on the drawings.

**B. Fabricated Materials**

(1) At a time sufficiently early to allow review as hereinafter specified and to accommodate the rate of construction progress required under the contract, the Contractor shall submit to the Engineer for review, complete shop, assembly and layout drawings of the fabricated materials to be furnished and installed under the contract.

(2) Said drawings shall indicate type of material proposed to be used and six copies shall be submitted prior to manufacture or fabrication of the respective articles.

(3) The Engineer will, within fifteen (15) days, return two copies of each drawing to the Contractor with corrections indicated, which drawings shall be considered as the only drawings or prints used for fabrication. If in the opinion of the Engineer, a general revision of drawings is required to prove compliance with the specifications, the Contractor shall revise said drawings and resubmit them for review.

**C. Equipment.**

(1) Within thirty (30) calendar days after executing the contract, the Contractor shall submit to the engineer for review six complete sets of shop drawings and catalogue data on equipment to be furnished under the contract. The required drawings shall include complete outline and assembly drawings of the equipment, details of electrical connections, schematic control diagrams, foundation requirements and the location, size and length of any required anchor bolts, and shall clearly indicate clearance, casting and machining dimensional tolerances and quality of surface finishes.

(2) The drawings submitted for review by the Contractor shall also disclose the details of construction including dimensions, the properties of all materials used, applicable ASTM, ANSI, AWWA or other recognized Standard Specifications, and the manufacturer's catalogue, serial or other reference numbers for all equipment to be furnished.

(3) If the Engineer finds that the drawings submitted by the Contractor are in accord with acceptable practice and that they appear to meet the requirements of the specifications, the Engineer will return two sets of said drawings so noted within thirty (30) days after their receipt. Otherwise, two sets of drawings will be returned to the Contractor within said thirty (30) day period with a statement of the points wherein they have been found unsatisfactory, and the Contractor shall proceed at once to revise said drawings until they shall be found satisfactory by the Engineer.

**D. Revisions**

(1) Revisions shown on said shop assembly or layout drawings, equipment drawings or catalogue data necessary to meet the requirements of the specifications shall not be the basis of claims for extra charges or an extension of time. The Contractor shall accept such revisions or submit other for the Engineer to review.

(2) When delay is caused by the resubmission of details, the Contractor shall not be entitled to any damages or extensions of time on account of such delay. The required corrections noted by the Engineer shall be made on the tracings as soon as practicable and new prints submitted. As soon as practicable after acceptance by the engineer of any shop, assembly, or layout drawing, one clear legible transparent print on vellum of the tracing of said drawing shall be forwarded to the Engineer.

(3) No fabrication or other work shall be performed in advance of the receipt of the final accepted drawings. The Contractor shall not deviate in any way from the design, details, or dimensions shown on said final drawings, without written consent of the Engineer.

**E. Instruction Manuals**

(1) General. Prior to delivery of mechanical and electrical equipment, the Contractor shall furnish to the Engineer at least five complete sets of installation, maintenance and operation data for all electrical and mechanical equipment furnished under this contract.

(2) Extent of Data. Each set of data shall include, but shall not necessarily be limited to, descriptive brochures, installation, operation and maintenance manuals, standard operation manuals, special instructions and parts lists. Each manual, brochure, etc., shall relate directly and specifically to the applicable equipment and shall not be presentations of a general nature that will make it difficult to ascertain applicability of the data presented.

(3) Equipment Covered. Mechanical and electrical equipment for which such data is to be furnished shall include, but is not necessarily limited to Valves, air compressor, electrical switchboard and controls.

**F. Required Submittals Include:**

- Pump and Motor test curves
- Painting and coating materials
- Painting and coating procedures, shop applied materials and field applied materials.
- Valves
- Steel pipe
- PVC pipe

- Fittings, couplings and adaptors
- Pipe fabrication drawings and details
- “Tuff Shed” building drawings and details
- Miscellaneous metalwork
- Miscellaneous concrete work

**SP-8 Materials**

All materials and articles used for permanent installation in the work shall be new and shall conform to the respective specifications or brands hereinafter designated and in the specifications, the materials or articles shall conform to the best standard construction practice, as determined by the Engineer.

All material and articles furnished shall be subject to rigid inspection and no materials or articles shall be used in the work until it has been inspected by the Engineer.

**SP-9 Inspection and Tests of Materials**

**A. Readiness for Inspection**

The Contractor shall furnish the Owner full information as to the progress of the work in its various parts and shall give the Owner timely notice of the Contractor's readiness for inspection. When practicable, inspection will be made during the manufacture of articles. The Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspection and tests required by the Owner.

**B. Final Inspection and Acceptance**

Final inspections and acceptance of the articles or materials may be made after delivery at the work site at the Owner's expense. In the event that any material at the work site is rejected on account of failure to pass the inspection or test, the Contractor shall replace same promptly. Final inspection will be made as promptly as practicable but may not in all cases be made prior to erection or final assembly.

**C. Right to Reject Articles and/or Materials**

(1) The Owner shall have the right at all times and places to reject articles and/or materials to be furnished hereunder which in any respect fail to meet the requirements of the specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site.

(2) If the inspector, through an oversight or otherwise, has accepted material or work which is defective or which is contrary to the specifications, such materials, no matter in what state or condition of manufacture, delivery or erection, may be rejected by the Owner.

(3) Compliance with the specifications is distinctly a duty of the Contractor, and shall not be avoided by act or omission on the part of the Owner's inspector.

**SP-10 Water Supply**

The Owner will furnish an adequate supply of water for the purpose of construction, testing and disinfecting all the works under the specifications. However, all costs incurred in connecting to existing lines shall be borne by the Contractor.



**SP-11 Sanitation**

All parts of the work shall be maintained in a neat, clean, and sanitary condition. All wastes and refuse from sanitary facilities provided by the Contractor or from any other source related to the Contractor's operations shall be taken care of in a sanitary manner, satisfactory to the Owner and in accordance with laws and regulations pertaining thereto. Fixed and portable toilets, which are made inaccessible to flies, shall be provided for use of employees and their use shall be strictly enforced.

The Contractor shall furnish all the facilities and means for the proper sanitation of the work and shall protect and hold harmless the Owner, its Engineer, officers and employees from any liability resulting from improper or insufficient sanitation measures.

**SP-12 Driveway Maintenance and Dust Abatement**

During the performance of all work included in the contract, the portion of the exiting traveled way which is used as access to the site shall be maintained by the Contractor.

During the performance of all work included in the contract or any operations appurtenant thereto, the Contractor shall furnish all the labor, equipment and means required and shall carry out proper and efficient measures wherever and as often as necessary, to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons occupying buildings in the vicinity.

**SP-13 Repair of Pavement**

Pavement damaged by construction operations shall be repaired and replaced in kind, provided, however, that where reconstruction of any right-of-way is subject to the inspection and approval of any governmental agency other than Owner, the Contractor agrees to repair and replace those portions of such right-of-way damaged during construction to the complete satisfaction of such agency or its authorized representative. Any requirements as to reconstruction of such rights-of-way shall not form the basis of a claim by the Contractor for additional compensation or for an extension of time.

**SP-14 As-Built Drawings**

Within ten (10) days after acceptance of the Work by the Owner, the Contractor shall furnish a marked-up set of drawings indicating "As-Built" conditions, which shall reflect all changes made during construction.

**SP-15 District Designated Engineer**

The La Puente Valley County Water District has designated Civiltec Engineering, Inc., 118 West Lime Avenue, Monrovia, California, 91016, as the Engineer for this Contract. The project manager is C. Shem Hawes, P.E. Civiltec's telephone number is (626) 357-0588 and the fax number is (626) 303-7957.

**SP-16 Standard Specifications**

The work shall be in accordance with these Specifications and the "Standard Specifications for Public Works Construction", latest Edition, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, and are referred to elsewhere in these Specifications as SSPWC. Copies of the "SSPWC" are on file in the office of the District and are open to public inspection during regular business hours.

**SP-17 Trench Excavation**

The Contractor, prior to excavating any trench five feet or more in depth shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the CAL OSHA, the plans

**SP-18 Lines, Grades and Measurements**

A. All lines and grades required for proper execution of the work, including finish grading of the sites, shall be furnished by the Contractor who will be held responsible for constructing the work to the lines and grades shown on the Drawings.

B. The Contractor shall preserve all bench marks, monuments, and easement survey marks which will be provided by others, and in case of their removal or destruction, he shall be liable for the cost of their replacement. Survey control and benchmark are shown on the drawings.

**SP-19 Guarantee**

The Contractor hereby guarantees for a one-year period that the entire work constructed by him under this Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. (See Article 4.13 of the General Conditions of these Specifications.)

**SP-20 Insurance**

The Contractor shall maintain public liability and property damage insurance in accordance with Article 7 of the General Conditions and in the amounts listed in section I-13 Instructions to Bidders of this Specification.

Certificates of Insurance shall be submitted to the District with the following as additionally insured:

A. The La Puente Valley County Water District, its Board Members, officials, employees, designated agents or volunteers.

B. Civiltec Engineering, Inc., its directors, employees, contract employees and agents.

**SP-21 Certified Payroll Required**

A copy of the Contractor's certified payroll, as well as those of all Subcontractors, shall be required to be submitted with each invoice. The Contractor shall post a copy of the wage rate schedule at each job site. The Contractor and any Subcontractor under him shall pay not less than the specified prevailing rate of per diem wages for general, holiday, and overtime work to all workers employed in the execution of this contract.

**SP-22 Best Management Practices**

In compliance with the Los Angeles County NPDES (National Pollutant Discharge Elimination System) Permit, the La Puente Valley County Water District is committing its best efforts to help save our oceans and keep our drinking water safe for future generations. While completing this La Puente Valley County Water District contract work, the Contractor is responsible for implementing the general Stormwater Best Management Practices for Water Line Construction, Repair & Cleaning Work, outlined per the permit by the American Water Works Association, to comply with NPDES mandated requirements and protect our waterways.

A. DISCHARGE OF WATER FROM EXCAVATIONS: If, at any time during the work, water must be pumped from an excavation, the pump discharge hose end must be covered with a burlap bag or other effective screening material, to collect dirt and debris and prevent it from entering the street gutters and/or the storm drains. In addition, it may be necessary to use sandbags to divert sediment-laden waters away from storm drains and to create settlement areas, preventing significant amounts of sediment and debris from entering the storm drains. Dispose of this sediment in a way appropriate to its composition: if it is clean silt, it may be used as backfill in the excavation. However, if it is contaminated with substances containing chemicals which could harm the environment, it must be treated as a hazardous material and disposed of in an appropriately safe manner.

B. DECHLORINATION DURING FLUSHING OF MAINS: In the past, only super-chlorinated flushing water, being discharged into sensitive natural streams needed to be dechlorinated. Now, all flushed waters that have been super-chlorinated to disinfect water mains, following construction, repair or physical cleaning, shall be adequately dechlorinated, prior to discharge into the street gutter and/or storm drain system or may be discharged directly into the sanitary sewer (with proper authorization) or into a tanker truck. If the Contractor is unfamiliar with these procedures, contact the La Puente Valley County Water District, prior to beginning the project covered by this Contract.

**\*\*\* End of Special Provisions \*\*\***

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**LA PUENTE VALLEY COUNTY WATER DISTRICT  
DEL VALLE WATERMAIN EXTENSION  
TECHNICAL SPECIFICATIONS**

**SECTION 1 - EARTHWORK AND GRADING**

**1.01 General**

The Contractor shall furnish all labor, materials, tools, equipment, transportation, watering, compacting and all incidental work and services required for satisfactory completion of earthwork and grading.

Earthwork and grading shall conform to Section 300 of the Standard Specifications for Public Works Construction (SSPWC), except as modified herein. The work shall consist of performing all operations necessary to over excavate place and re-compact soil under the reservoir and reservoir footing, excavate roadways, slopes, benches, ditches, channels or other items shown on the Drawings and to backfill depressions or ditches caused by removal of obstructions, construct embankments at the locations and to the elevations and form shown on the Drawings and to shape and compact all subgrade all in accordance with these Specifications. Unless otherwise provided in the Proposal as separate pay items, general site preparation, clearing and grubbing, removal of excess grass and weeds and grading of roadway shall be included in this item.

**1.02 Preservation of Property**

Existing improvements or facilities and trees and shrubs that are not to be removed, shall be protected from injury or damage resulting from operations of the Contractor, and the Contractor shall be responsible for such damage. Only trees and shrubs specifically designated or marked for removal by the Engineer shall be removed.

The Contractor shall provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations. Failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the District for any loss of time or expense sustained by him due to such suspension of work.

**1.03 Clearing and Grubbing**

Except as otherwise specified, all trees, stumps, large roots, buried logs, decayed vegetable matter, buried junk piles, heavy growth of grass and weeds and all other objectionable material shall be removed from the site of the work. None of the above materials shall be permitted to remain on site.

**1.04 Removal and Disposal of Material**

Material removed during clearing and grubbing, including any excess excavation, shall be removed from the site of the work and disposed of at a location acceptable to the Engineer. Burning of materials on the site will not be permitted.

**1.05 Excavation**

Excavation shall conform to the lines, grades and cross-sections shown on the Drawings and no payment will be made for quantities in excess of those shown or hereinafter specified. When solid rock, scale, hardpan or like materials are encountered in the excavation, it shall be excavated to not less than 6-inches below subgrade and replaced with select material approved by the Engineer. Said select material shall be compacted to not less than 90 percent maximum density. Whenever reference is made to maximum density, it refers to the maximum density as determined by ASTM.

All soft or unsuitable material that will not readily compact to the density specified shall be removed to the depths shown on the Drawings or ordered by the Engineer and disposed of as directed by the Engineer. Excavation in areas not shown on the Drawings or authorized by the Engineer will not be

**LA PUENTE VALLEY COUNTY WATER DISTRICT  
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paid for and the Contractor shall, at his own expense, backfill and compact unauthorized excavation areas to the original ground elevation and to the density specified.

All rocks or lumps larger than 2-1/2 inches in size in the upper 6-inches of the subgrade which will not break up under the operation of grading equipment shall be removed and the resulting space refilled and compacted with selected material approved by the Engineer.

**1.06 Embankment**

The area where an embankment is to be constructed shall be cleared of all vegetation, roots and foreign material. The surface shall be moistened, scarified to a depth of six inches and rolled or mechanically compacted to 95 percent of maximum density. Embankment fill shall be placed in horizontal layers not to exceed eight inches in thickness measured prior to compaction, where compaction is by sheepsfoot rollers. The thickness shall be limited to six inches if compaction is by means of power driven tampers. Each layer shall be moistened or dried as required and thoroughly compacted to the following densities:

- A. The density of each layer placed within 2.5 feet of the finished surface shall be not less than 95 percent of maximum density if under asphalt concrete with no base material and 90 percent if under asphalt concrete on base material.
- B. The density of layers greater than 2.5 feet below finished surface shall be not less than 90 percent of maximum density.

**1.07 Subgrade Preparation**

Subgrade preparation shall consist of:

- A. Preparing basement soil or original ground to receive compacted fill, aggregate base or pavement.

The surface of the finished subgrade shall be true and uniform and shall not vary more than 0.1 foot below and not more than 0.05 foot above the theoretical cross-section at any point thereon. Any subgrade that does not conform to these requirements immediately prior to placing subsequent material thereon, shall be reworked, watered and recompacted.

**1.08 Finishing Slopes and Surfaces**

The surface of all areas of earth and other materials shall be finished to a reasonably smooth and compact surface substantially in accordance with the surface lines and cross-sections shown and to the elevations indicated on the Drawings or as directed. The degree of finish for graded slopes shall be that ordinarily obtainable from either blade-grader, scraper or hand shovel operations.

**1.09 Subgrade and Embankment Protection**

During construction and until final acceptance of the work, excavations, embankments and subgrades shall be kept shaped and effectively drained at all times. Where ruts develop in the subgrade, the subgrade shall be brought to grade, reshaped if required, and recompacted prior to the placing of any paving material. Storage or stockpiling of materials on the subgrade will not be permitted. No base course shall be placed until the subgrade has been approved by the Engineer. Base material shall not be placed on muddy or otherwise unsuitable subgrade.

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**1.10 Watering**

All water used for compacting original ground, embankments, structure and trench backfill, subgrade, base and for laying dust caused by grading or traffic shall be provided per specification Section SP-10, all costs included in the price bid for such items and separate payment will not be allowed for watering.

**1.11 Payment**

Earthwork and grading will be paid for at the unit or lump sum price listed in the Proposal or, if no separate item is included, in the other items of work to which it relates.

**\*\*\*END OF SECTION 1\*\*\***



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**SECTION 2 - AGGREGATE BASE**

**2.01 General**

The Contractor shall furnish all plant, labor, materials, tools, equipment, transportation and all incidental work and services required to construct aggregate base in accordance with these Specifications, applicable drawings and Section 200 and 301 of the SSPWC, as modified herein.

**2.02 Subgrade**

The subgrade shall be prepared as specified in Section 301-1 of the SSPWC.

**2.03 Untreated Base Materials**

The aggregate for untreated base shall conform to the requirements of Section 200-2 of the SSPWC.

**2.04 Placing Untreated Base**

Untreated base material shall be spread on the prepared subgrade in uniform layers in accordance with Section 301-2 of the SSPWC.

**2.05 Compacting Untreated Base**

Untreated base shall be compacted in accordance with Section 301-2.3 of the SSPWC. The finished base, where not controlled by adjacent structures, shall be not more than 0.02 foot above, and not more than 0.02 foot below the theoretical cross-section.

**2.06 Payment**

Aggregate base will be paid for at the unit or lump sum price listed in the Proposal.

**\*\*\*END OF SECTION 2\*\*\***

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**SECTION 3 - CONCRETE CURBS, WALKS, GUTTERS,  
CROSS GUTTERS, ACCESS RAMPS AND DRIVEWAYS**

**3.01 General**

The Contractor shall furnish all plant, labor, materials, tools, equipment transportation and all incidental work and services required to construct concrete curbs, walks, gutters, access ramps and driveways shown on the Drawings or specified, in accordance with these Specifications and Sections 201 and 303-5 of the SSPWC, except as modified herein.

**3.02 Subgrade**

Subgrade shall be prepared in accordance with Section 301.1 of the SSPWC. The completed subgrade shall be tested for grade and cross-section by means of a template extending the full depth of the section and supported between the side forms. The subgrade and forms shall be thoroughly watered in advance of placing concrete.

**3.03 Material**

Unless otherwise specified all curbs, gutters sidewalks and driveways shall be constructed with Class 520-C-2500 concrete. Concrete aggregate shall be No. 3 grade unless specified otherwise by the Engineer. All concrete shall comply with Section 201 of the SSPWC.

**3.04 Mixing, Placing and Curing**

The mixing, placing and curing of concrete shall comply with Section 303-5 of the SSPWC.

**3.05 Forms**

All forms shall be set to the true lines and grades as shown on the Drawings and typical cross-sections. The depth of forms for curbs and gutters shall be equal to the full depth of the structure. The depth of forms for 4-inch sidewalk may be 3-5/8 inches. Timber forms, if used, shall be surfaced on the side next to the concrete and on the upper edge and shall be of the required size and strength to maintain their rigidity when the concrete is placed. Timber forms on all straight work shall not be less than 1-5/8-inch in thickness after being surfaced. The forms on the front of curbs shall be removed not less than 2 hours or more than 6 hours after the concrete has been placed. All other forms shall remain in place until the concrete is thoroughly set. Forms shall be cleaned thoroughly each time they are used and coated with light oil as often as necessary to prevent the concrete form adhering to them. Warped or rough forms will be rejected.

Curb forms shall be held rigidly in place by the use of pairs of iron stakes placed at intervals not to exceed 4 feet. Clamps, spreaders and braces shall be used where required to insure rigidity in the forms.

**3.06 Joints**

Expansion joints shall be installed at each driveway top of "X". Transverse expansion joints in curbs, gutters and sidewalks shall be installed at all returns and shall be spaced at intervals not to exceed 60 feet between joints. An effort shall be made to space all joints in such a manner so as to create an appearance of uniformity. Expansion joints shall be filled with joint filler strips 1/2-inch thick and shall extend the full width and depth of curb, gutter and sidewalk.

The joint filler strips shall be in one piece, pre-cut to true cross-section and installed true to line and grade and at true angles to the curb and gutter line. Edges of expansion joints shall be rounded with an

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approved edging tool having a radius not to exceed 1/4-inch and all excess concrete shall be removed from around the joint.

Weakened plane joints shall be installed at regular intervals not exceeding 10 feet for walks and 20 feet for curb and gutters. Weakened plane joints shall be constructed in accordance with Section 303-5.4.3 of the SSPWC.

**3.07 Finishing**

Finishing of concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways shall conform to Section 303-5.5 of the SSPWC.

A mortar finish will not be allowed under any circumstances.

**3.08 Curing**

Exposed concrete surfaces shall be cured in accordance with Section 303-5.6 of the SSPWC.

**3.09 Removals**

When Drawings provide for reconstruction of existing sidewalks, curbs and driveways limits of the removal are to be saw cut to a depth of 1-1/2-inches. Limits are to fall on the nearest full section of walk or curb at the next weakened plane or expansion joint.

**3.10 Repairs and Replacements**

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by the Contractor at no expense to the District in accordance with Section 300-1.3 of the SSPWC.

**3.11 Curb Machines**

The use of curb machines will require approval by the District prior to its use.

**3.12 Payment**

Payment for concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways will be made at the unit or lump sum price listed in the Proposal.

**\*\*\*END OF SECTION 3\*\*\***

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**SECTION 4 - CONCRETE STRUCTURES**

**4.01 General**

The Contractor shall furnish all plant, labor, materials, tools, equipment, excavation, backfill and all incidental work and services required to construct concrete structures such as, pump pedestals, culverts, headwalls, catch basins, retaining walls, reinforced and non-reinforced, complete in place in accordance with these Specifications, the Drawings, applicable standard drawings and Sections 201 and 303 of the SSPWC.

**4.02 Structures**

Portland cement concrete structures shall conform to the applicable Sections of the SSPWC. Concrete for pump pedestals shall develop a minimum compressive strength of 3,250 psi at 28 days, and shall contain 6 sacks minimum (564 lbs) of Portland cement per cubic yard; and shall be in accordance with the concrete submittal approved by the Engineer.

Prior to pouring concrete, Contractor shall notify Engineer so that forms can be checked by survey crew for correctness of elevation.

**4.03 Reinforcing**

Reinforcing steel shall conform to Section 201-2 of the SSPWC and applicable ASTM Standards.

**4.04 Miscellaneous Metal Items**

Miscellaneous metal items shall conform to Section 206 of the SSPWC and applicable ASTM Standards.

**4.05 Payment**

Concrete structures that are identified on the Drawings or in the Special Provisions shall be paid for at the unit price bid either by lump sum or as listed in the Proposal.

**\*\*\*END OF SECTION 4\*\*\***

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**SECTION 5 - WATER PIPELINES**

**5.01 General**

The Contractor shall furnish and install all pipe, fittings, valves, supports, bolts, nuts, gaskets, jointing, materials and appurtenances as shown on the Drawings and as specified herein, and shall furnish and install all auxiliary piping and connection to equipment, all as required for a complete and workable piping system.

Ductile-Iron Pipe and fittings shall be manufactured in accordance with the latest edition of the following standards and the Specifications.

ANSI/AWWA	C110/A21.10
ANSI/AWWA	C110/A21.11
ANSI/AWWA	C150/A21.50
ANSI/AWWA	C151/A21-51
ANSI/AWWA	C153/A21.53-88

**5.02 Materials**

**Cylinder Thickness:** The ductile-iron pipe shall be furnished in a thickness class for Type 1 laying conditions defined in Section B-02.01.1. Bedding shall be as specified in B-01 EARTHWORK.

Ductile-Iron pipe shall be furnished minimum pressure class 350.

**Joints:** The pipe shall be furnished with Tyton push-on joints or equal.

**Restrained Joints:** A split design restraint equal to EBAA Iron, Inc. MEGALUG 1100HD Series, Tyler, or when specifically approved, Field-Lok or equal shall be utilized for conditions requiring restraints unless otherwise specified. Bolts shall be torqued to manufacturer's specifications. All restraints shall be of U. S. Manufacture.

1. Restrained joints are required for all pipe sections which are part of invert sections.
2. Restrained joints are required for all fire hydrant laterals from, and including, bury and the next three sequentially adjacent pipe lengths.
3. Restrained joints are required for two pipe lengths on either side of a thrust block. Restrained joints may be utilized in place of concrete thrust blocks only when approved by the District.
4. Restrained joints may be required for pipes laid on slopes of 10% or greater.

**Lining:** The pipe shall be furnished with a mortar lining with minimum thicknesses as specified in the latest revision of AWWA C 104 standards.

**Marking:** The weight, class or nominal thickness and sampling period shall be shown on each pipe. The manufacturer's mark, the year in which the pipe was produced and the letters "DI" or "DUCTILE" shall be cast or stamped on the pipe. All required markings shall be clear, and legible and all cast marks shall be on or near the bell.

**Pipe Fittings:** Pipe fittings shall be of the configuration shown on the Plans. Fittings shall be Ductile Iron with short radius bends and shall be of U. S. manufacture. Approved manufacturers are US Pipe, Tyler, Clow, Mueller or equal.

**Protection Coatings:** Exposed ferrous metal surfaces in contact with the earth, such as valves, flanges, and couplings, shall be field-coated with 8-mil ploy wrap on pipes and 10-mil fusion epoxy coating on

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valves applied in accordance with the manufacturer's recommendations. Surfaces shall be thoroughly cleaned prior to coating.

**Thrust Blocks:** Thrust Blocks shall be installed at all fittings and valves. Thrust blocks shall be constructed of Class B concrete, having a compressive strength of 2,000 psi at 28 days, and shall bear against undisturbed soil. All concrete shall be kept behind the bells of the fitting and valves.

**Anchor Blocks:** Anchor Blocks shall be installed to restrain pipelines where pipelines slope is ten percent (10%) or greater. Anchor blocks shall be constructed of class B concrete, shall be reinforced with a single curtain of No. 4 bars of reinforcing steel placed twelve (12) inches on center, shall have a minimum thickness of twelve (12) inches and shall project into natural soil a minimum of twelve (12) inches beyond the side walls and bottom of the pipeline excavation.

**Handling of Pipe:** The Contractor shall prevent damage in handling, moving, and placing of the pipe. All pipe, fittings, valves, and other pipeline materials shall be lowered into the trench without damage. The pipe shall not be dropped, dragged, or handled in such a manner as to cause bruises, cracks, or other damage thereto. Rubber rings for pipe joints shall be stored and protected to prevent deterioration. Pipe ends shall be covered with heavy polyethylene shields from point of manufacture to actual connection of pipe to adjacent pipe or fittings. Pipe interior shall be kept clean and dry during construction.

**Joining with Fittings and Valves:** All fittings and valves shall have joints that match the type of adjoining pipe. Anchored portions of the pipelines shall be secured with shackles where specified herein or shown on the Plans. Mechanical joints shall incorporate a restraint system equal to EBAA Iron, Inc. MEGALUG series 1100SD or equal.

**Pipeline, Installation - General Requirements:** The types and sizes of pipes and fittings to be used shall be as specified herein and as shown on the Plans. Fittings required, but not shown, shall be the same size as the piping and in all cases shall conform to the plumbing code requirements. Specifications apply to above grade or below grade installations, as applicable.

**Lines and Grades:** All pipe shall be carefully placed and supported at the proper lines and grades and, where practicable, shall be sloped to permit complete drainage. Piping runs shown on the Plans shall be followed as closely as possible, except for minor adjustments to avoid architectural and structural features. If major relocations are required, they shall be subject to the approval of the District.

**Union Type Joints:** In erecting exposed pipelines, a sufficient number of screw unions or flanged joints shall be used to allow any section or run of pipe to be disconnected without taking down adjacent runs. Screw unions may be employed on pipelines three (3) inches in diameter and under. Flanged joints shall be employed on pipe four (4) inches in diameter or larger, unless shown otherwise on the Plans. Wherever a flanged joint is shown, the Contractor may, with permission of the District, substitute with a mechanical joint of the Victaulic type.

**Expansion Joints:** Exposed pipelines shall be provided with Dresser-type expansion joints to accommodate expansion and contraction.

**Insulating Joints:** Dielectric insulating gaskets and bushings shall be provided between pipelines and wells or pumping station equipment. Insulating flanged sets shall have neoprene surfaced asbestos gaskets or laminated phenolic gaskets and shall be provided with laminated phenolic sleeves and washers.

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**Electrical Continuity:** Steel and Ductile Iron pipelines with insulating types of joints shall be provided with straps welded to the adjoining pipe sections to provide uniform conductance between joints. Welding shall be exothermic to preclude damage to internal pipeline coating. Weld shall be covered with a minimum of 1/2-inch thickness of epoxy putty overlain by 2 inches of grout or equivalent protection bonded to the pipe exterior. Wire size shall be No. 8 TW or THHN stranded copper wire, wire length as required for 1-inch slack.

**Supports and Anchors:** Above-grade piping shall be supported by anchors, brackets, or hangers. Pipe supports shall be provided as shown on the plans and wherever else necessary to prevent strain on joints or to facilitate taking down pipe.

**True Joints:** Flanged pipe shall be cut true to length. Joints shall be made up square, with even pressure upon the gaskets, and shall be perfectly watertight. Gaskets shall fit the inside dimension of the pipe accurately so that surplus material does not project into the flow area. The completed joint shall be smooth and aligned.

**5.03 Not Used**

**5.04 Sleeve-Type Couplings and Flange Adapters**

Sleeve-type couplings and flange adapters shall be furnished where shown and shall be Romac or approved equal. Couplings shall be of steel with stainless steel bolts, without pipe stop, and shall be sized to fit the pipe and fittings shown. The middle ring shall not be less than 1/4-inch in thickness and shall be either 5 or 7 inches long.

**5.05 Flange Gaskets and Bolts**

Flange gaskets shall be full face type, with bolt holes pre-punched, Johns-Manville, Style 605, Cranite or approved equal. Gasket thickness shall be 1/16-inch for pipe 10 inches and smaller and 1/8-inch for 12-inch and larger pipe. Flanged assembly bolts shall be standard hex-head machine bolts with heavy, hot pressed, hexagon nuts. Threads shall conform to ANSI B1.1, coarse thread series, Class 2 fit. Bolt length shall be such that after joints are made up, the bolts shall protrude through the nut but not more than 1/2-inch. Bolts for use in buried installations shall be galvanized and coated in accordance with Section 5.19. Bolts for use in submerged installations shall be stainless steel Type 304.

**5.06 Excavation and Backfill**

A. **Excavation:** The Contractor shall make all necessary excavation to construct the work as shown on the Drawings and shall remove all pipes, trees, stones, debris and other obstructions that may be encountered in making the excavation.

The trench at the end of each day shall not be excavated more than one hundred (100) feet in advance of the pipe laying, nor left unfilled for more than one hundred (100) feet where the pipe has been laid.

The trench shall be excavated to a depth of six-inches below the bells and re-filled to invert grade with sand bedding thoroughly compacted into place at the Contractor's expense for all labor and material.

If any trench bottom, through neglect of the Contractor, be excavated below the grade as required by the Drawings and these specifications, it shall be re-filled to grade with sand bedding thoroughly compacted into place at the Contractor's expense for all labor and material.

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Excavation shall be supported in a safe manner meeting the requirements of CAL OSHA. Existing improvements of any kind, either on public or private property, shall be fully protected from damage. If any damage does result to such improvements, the Contractor shall make the necessary repairs or reconstruction at his own expense and as directed by the Engineer. Sheet piling or other timbers shall be removed in such a manner as to prevent caving of the walls of the excavation. The minimum width of excavation shall be 12-inches (6-inches on each side) more than the exterior diameter of the pipe exclusive of joints and tees.

- B Backfill:** All pipe trenches shall be backfilled to twelve inches over the top of the pipe with sand conforming to Section 200-1.5 of the SSPWC. The material shall be placed simultaneously on both sides of the pipe and shall be completely worked by tamping around the pipe. Such backfilling must be witnessed by the Engineer. Sand bedding shall be compacted to not less than 90 percent of maximum density. Prior to placing the remaining backfill, all material that has inadvertently fallen into the excavation, shall be removed to twelve inches above the pipe before commencing trench backfilling. This requirement is mandatory. The remaining backfill shall be select material obtained from the excavation, shall not contain stones or boulders larger than 3-inches maximum dimension, and shall be placed in layers not exceeding two feet in thickness. Each layer shall be compacted to not less than 90 percent of maximum density.

**5.07 Cutting and Restoring Existing Pavement**

Pavement destroyed in connection with performing the work required under the Contract shall be replaced with the same kind or better by the Contractor. If a strip of existing pavement less than five (5) feet is left between a trench and a gutter or edge of pavement, it shall be removed and new pavement placed in its stead. In cutting or breaking up street surfacing, the Contractor shall not use equipment which will damage the adjacent pavement. All concrete pavement surfaces shall be scored with concrete sawing equipment; provided, that any portland cement concrete base under an asphalt mix surface will not be required to be scored by sawing. Asphaltic-concrete pavement shall be removed to clean straight lines.

Concrete sidewalks, curbs and gutter required to be removed in connection with performing the work under the contract shall be cut to the nearest score mark and shall be replaced with the same kind or better by the Contractor.

Immediately after completing the backfilling of any section of pipeline in a paved area, temporary resurfacing at least 1-1/2 inches in thickness, shall be placed over the backfilled trench and maintained by the Contractor at his own expense. Upon completion of substantial parts of the project, but not before the pipeline is tested the temporary resurfacing shall be placed with permanent resurfacing.

All work shall match the appearance of the existing improvements as nearly as practical. Lampblack or other pigments may be added to the concrete to attain the necessary result.

In all cases the repaving and repairing shall be done in accordance with the requirements of the local authorities having jurisdiction in the area of the work.

**5.08 Installation of Pipe**

- A.** The Contractor shall install pipe closure sections, fittings, valves and appurtenances shown, including bolts, nuts, gaskets, jointing materials and thrust blocks.



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- B. At all times when the work of installing pipe is not in progress, all openings into the pipe and the ends of the pipe in the trenches or structure shall be kept tightly closed to prevent entrance of animals and foreign materials. The Contractor shall take all necessary precautions to prevent the pipe from floating due to water entering the trench from any source, shall assume full responsibility for any damage due to this cause and shall at his own expense restore and replace the pipe to its specified condition and grade if it is displaced due to floating. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition until its acceptance by the District.
- C. Where closure sections are required by the Contractor's laying operation, the sections shall be installed in accordance with the applicable section of these Specifications.
- D. The pipe sections shall be laid in the trench to true alignment and grade in accordance with the Drawings. Exceptional care shall be taken in placing the pipe and making the field joint. Bumping of the pipe in the trench will not be permitted. Steel pipe shall be welded, unless otherwise shown on the Drawings. Concrete thrust blocks shall be provided at the locations and of the sizes as shown on the Drawings.
- E. Special care shall be taken during unloading and placing the pipe in trenches. Fabric or other approved slings shall be used for steel pipe. Sandbags shall be used to support all stockpiled pipe. Bell holes shall be dug under each bell to permit even bearing of the pipe along the entire length.
- F. Pipe ends shall be reamed to the full bore of the pipe. Threads shall conform to ANSI B2.1. In making up threaded joints, an accepted thread lubricant shall be applied to the male threads only.
- G. Flanged joints shall be made up square with even pressure upon the gaskets and shall be perfectly watertight.
- H. Bell and spigot joints shall be made up concentrically with the rubber gasket completely retained by the bell or spigot groove. A feeler gauge shall be used to determine if each joint has been properly assembled.
- I. When steel pipe is not to be welded, concrete thrust blocks shall be constructed at all changes in direction. Thrust blocks shall be constructed against undisturbed earth. Each thrust block shall be placed so that valves and fittings are accessible for repair. Size of thrust blocks shall be as shown or as directed by the Engineer.

**5.09 Insulating Bushings and Unions**

Pipe and fittings made of non-ferrous metals shall be isolated from ferrous metals by nylon insulating pipe bushings or unions as manufactured by Smith Blair, Corrosion Control Products, Co., or approved equal.

**5.10 Valves - General**

- A. All valves shall be of new manufacture. The flanges may be either raised or plain faced and shall be faced and drilled to 125-pound American Standard dimensions, unless otherwise shown on the Drawings. Each valve body shall be tested to a pressure equal to twice its design water working pressure, except that gate valves shall be tested in accordance with "Standard for Gate Valves for Ordinary Water Works Service" (AWWA C509-94).

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- B. All interior parts of valves manufactured of bronze or brass except valve stems, shall conform to the requirements of ASTM B62. Gate valve stems shall be of bronze, containing aluminum and having a minimum tensile strength of 60,000 psi, a yield strength of 40,000 psi and elongation of at least 100 percent in two inches, as determined from a test coupon poured from the same ladle from which the valve stems to be furnished are poured.
- C. Except as otherwise provided, all ferrous surfaces (excluding non-corrosive surfaces) in the water passages of all valves, 4-inch and larger, shall be coated with an epoxy coating meeting the requirements of Section 12.19. All buried valves shall be provided with an exterior protective coating in accordance with Section 12.20.

**5.11 Resilient Seat Gate Valves**

- A. Gate valves shall conform to the above referenced AWWA C509 (latest edition). Gate valves shall be designed for a water working pressure of 175psi and shall be iron-bodied, bottom-wedging, fully encapsulated disc and shall have 2-inch square operating nut or hand wheel, as shown, opening to the left. In addition, non-rising stem gate valves shall be equipped with "O" ring seals. Unless otherwise shown, gate valves shall have non-rising stems and shall be furnished with flanged ends. Gate valve shall be new and of current manufacture and shall be as manufactured by Mueller Co.
- B. All interior parts of gate valves shall be constructed of bronze conforming to the requirements of Section 5.11 paragraph A of this specification.
- C. Ferrous surfaces in the water passages of valves 4-inches in diameter and larger shall be epoxy coated in accordance with Section 5.19 of this specification. The coating shall not be applied to stainless steel, brass or bronze surfaces.
- D. Resilient seat gate valves shall be used for installations up to 12-inches in size exclusively.

**5.12 Butterfly Valves**

- A. **Butterfly Valves:** Butterfly valves shall conform to the "Standard for Rubber-Seated Butterfly Valves" (*AWWA C504-latest edition*), except that butterfly valves, 24-inch and smaller, may be of the shorter laying length and the seat may be bonded into a groove in the valve body. The valves shall be of the class indicated on the Drawings. Valve bodies shall be cast iron conforming to the "Specification for Gray Cast Iron Casting for Valves, Flanges and Pipe Fittings" (*ASTM A126*), Class B. Valve shafts shall be of Type 304 stainless steel, running in "oilite", or approved equal, sleeve-type bearings and fitted at the outer end for connection to operating gearing. Ferrous surfaces in the water passages of all valves (excluding those surfaces manufactured of non-corrosive materials) shall be coated in accordance with *Section 5.19* of this specification. Butterfly valves shall be Pratt Groundhog or approved equal.
- B. **Manual Operators:** The type of manual operator to be provided with each butterfly valve shall be as shown. Manual operation shall be through totally-enclosed, permanently-lubricated gear reducers. Gear reducers shall have a self-locking worm or spur and rack-type gearing and shall be equipped with hand wheel or with a 2-inch square operating nut on the input shaft as noted on the drawings. Open and close stops shall be provided to limit valve disc travel. Hand wheel operators shall be equipped with position indicators. The operators for buried butterfly valves shall be totally-enclosed, have fully-gasketed, sealed and grease-packed operator cases suitable for and expressly designed for installation and operation in a buried location. The minimum torque rating for a buried service operator shall be 8,000 inch-pounds.

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- C. Butterfly valves shall be used for installations of 14-inch and larger only as shown on the drawings and at the direction of the Engineer.

**5.13 Not used**

**5.14 Air Vacuum and Relief Valves**

- A. All air release and vacuum valves shall be so designed as to insure the release of air from a pipeline when such air is above atmospheric pressure. They shall also assure the entrance of air into the pipeline when the pressure inside the line is below atmospheric pressure. Both of these functions shall be automatically performed by the valve in conjunction with operating conditions of the pipeline.

Valves shall be designed for a maximum water working pressure of 300 psi, and shall have the joining of all parts so designed to withstand any stresses developed by the working pressures.

All materials used in the valves shall conform to ASTM Standards. All surfaces subject to moving contact by other surfaces, including valves seats, shall be made of corrosion resistant material and of material as durable as possible under the conditions to which the valves will be subjected.

- B. The interior of the valve body shall be epoxy coated as follows:

A 10 mil or thicker even coat of holiday-free, high-impact, non-shattering, high-adhesive, tasteless, odorless, non-toxic epoxy resin shall be applied on all ferrous metal surfaces of the valves according to manufacturer's instructions, after irregularities, burrs and grease have been removed and immediately after sandblasting to white metal, followed by air blowing to remove dust. The epoxy resin shall be either "Scotchcote No. 302", "Keysite 740", or other approved equivalent recognized and used by the waterworks industry.

- C. Air release and vacuum valves shall be capable of exhausting entrapped air in the water line under normal operating conditions at a rate of at least 150 cubic feet of free air per minute. Air release and vacuum valves shall be capable of venting and exhausting air into and from the line during draining and filling of the line at a rate of 1,000 cubic feet of free air per minute. The above functions shall be performed without water leakage.

- D. Valves shall be designed so that through flow of air or water will not interfere with the designed performance of the valving mechanism.

- E. The following air release and vacuum valves are acceptable: ***"APCO Combination Air Release Valves", or approved equal.***

**5.15 Not Used**

**5.16 Not Used**

**5.17 Miscellaneous Small Valves**

- A. Miscellaneous small valves shall be as shown. Where not specifically labeled, valves smaller than 4-inch shall be lever-operated, rubber-faced, eccentric plug valves as manufactured by De Zurik or approved equal.

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**5.18 Valve Boxes**

Valve boxes shall be as shown on the construction drawings.

**5.19 Corporation Stops**

Corporation stops shall be Mueller No. B-25025 or Ford No. FB-1100-NL for 1-inch and B-20013 or FB-500-NL for 2-inch.

**5.20 Installation of Valves**

All buried valves shall have the operating nuts in a vertical position except as otherwise noted. Valve boxes, where called for, shall be centered over the operating nuts and shall be set plumb. Butterfly valves with hand wheel operators shall be installed with the hand wheels in the position shown.

**5.21 Shop Applied Epoxy Coatings**

- A. **Surface Preparation:** All oil and grease shall be removed from the metal, using an oil-free solvent (methyl-ethyl-ketone or trichlorethylene) and clean dry rags. The surface shall be sand- blasted to white metal. In order to obtain maximum adhesion of epoxy coating, the grit used for blasting shall be coarse enough to impart a tooth in the metal equal to 25 percent of the thickness of the coating to be applied. The metal shall be cleaned after sandblasting with clean, dry compressed air.
- B. **Powder Epoxy:** The epoxy shall be one hundred percent epoxy material and shall be *3M Company's Scotchcoat No. 134* or approved equal.
- C. **Preheating:** Areas that are not to be coated shall be masked using 500-degree masking tape, similar to *3M Company's Permacel*. The part to be coated shall be placed in an oven and preheated to the temperature specified by the epoxy manufacturer. An accurate temperature measuring device such as pyrometer shall be used to determine the substrate temperature.
- D. **Application:** The epoxy shall be applied as a powder to the heated metal by one of the following methods:
  1. **Electrostatic Method:** The powder shall be applied to the heated, grounded metal part which has been electro-statically charged by means of a current of approximately 1-1/2 amperes at approximately 400 volts. After application of the epoxy, the part shall be reheated as specified by the manufacturer to fuse the epoxy. Equipment for applying the epoxy powder shall be the Sames Electrostatic Powder Spray, or approved equal. Particular care shall be given to protection of non-ferrous masked parts. The finished product shall be carefully examined for epoxy interference on working parts.
  2. **Heat Fusion Method:** The part shall be prepared as outlined above and heated for a sufficient period to drive out all moisture from the metal. Epoxy powder shall be applied using as air spray device designed to exclude moisture from the spray air. The part must be preheated to maintain a surface temperature high enough to cause instant epoxy fusion during the entire application process. After coating, the part shall be reheated as specified by the manufacturer. Particular care shall be taken to protect non-ferrous masked parts. The finished product shall be carefully examined for epoxy interferences on working parts.

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- E. **Thickness of Coating:** The minimum dry coating thickness shall be 16 mils, provided, however, that the thickness of coating in the grooves of valves or fittings designed to receive a rubber gasket shall be approximately 5 mils.
- F. **Inspection:** Coating thickness shall be checked with a nondestructive magnetic type thickness gage. Coating integrity shall be tested with an 87-volt Tinker Razor holiday tester or a spark testing unit operating at approximately 2,000 volts.
- G. **Field Repairs:** If small local repairs are necessary, they shall be made using 3M Company's Scotchclad 134 field repair kit, or approved equal. The surface must first be cleaned with an oil-free solvent (methyl-ethyl-ketone or trichlorethylene) and clean dry rags.

**5.22 Buried Miscellaneous Ferrous Surfaces**

Buried valves and flanged joints, sleeve-type and victaulic coupling and other buried miscellaneous ferrous piping and metal surfaces (excluding any cast iron pipe) shall be thoroughly cleaned and field-coated with a 1/8-inch thick coating of Scotch-Clad No. 244 as manufactured by 3M or approved equal. The coating shall be applied in strict accordance with the manufacturer's recommendations. Valves may be polyethylene bagged at the discretion of the Engineer. The Contractor will need to request this alternative in writing to the Engineer.

**5.23 Testing and Disinfecting - General**

The Contractor shall furnish all equipment, labor and materials required for testing and disinfecting the piping. Water for testing and disinfecting will be furnished by the District without charge to the Contractor. Disinfection shall be accomplished by chlorination. Chlorine dosages will be computed by the Engineer, who will furnish the Contractor with detailed instructions for proper application of the chlorine. All chlorinating and testing operations shall be done in the presence of the Engineer. Prior to testing and disinfecting, the pipeline shall be thoroughly flushed.

**5.24 Testing Pipelines**

The Contractor shall test the piping after backfilling operations are completed. The test shall be made by closing valves when available, or by placing a temporary bulkhead in the pipe and filling the lines slowly with water. Care shall be used to see that air is permitted to escape during filling. After the line has been completely filled, it shall be allowed to stand under slight pressure for a sufficient length of time to allow the mortar lining to absorb what it will and to allow the escape of air from any air pockets, but for not less than 24 hours. During this period, bulkheads, valves and connections shall be examined for leaks. If any are found, these shall be stopped or in case of leakage through valves in the main line or through bulkheads, provision shall be made for measuring such leakage during the test. The test shall consist of holding the test pressure on each section of the line for a period of 4 hours. The test pressure at the lowest point in the line shall be **100 psi**. The water necessary to maintain this pressure shall be measured through a meter or by other means satisfactory to the Engineer. The leakage shall be considered the amount of the water entering the pipeline during the test, less the measured leakage through valves and bulkheads. The leakage shall not exceed 25 gallons per inch of diameter per mile per 24 hours. Any noticeable leaks shall be stopped. If required, pipe shall be replaced with new pipe or equipment until the leakage is reduced to permissible limits.

**5.25 Disinfecting the Pipelines**

- A. Chlorination shall be by means of a chlorine-water mixture applied by means of a solution-fed chlorination device. The chlorine dosage entering the pipeline shall be at least 50 mg/L. Chlorinated water shall be retained in the pipeline long enough to destroy all non-spore

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forming bacteria and, in any event, for at least 24 hours. After the chlorinated water has been retained for the required time, the chlorine residual in the line shall be at least 20 mg/L. If less than 20 mg/L is indicated the line shall be flushed and the sterilization shall be repeated until a test has indicated a residual of 20 mg/L of chlorine. All valves shall be operated while the lines are filled with the heavily chlorinated water.

- B. After the specified retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system. A chlorine residual test shall be made to ascertain that the heavily chlorinated water has been removed from the main.
- C. Existing water mains that have been shut down and cut into for connections or installation of tees and valves shall be sterilized to the satisfaction of the Water Manager or his duly authorized representatives. The water main and all existing services shall be flushed out until the chlorine residual is not greater than 1.5 mg/L prior to placing back in service. All discharged water will be de-chlorinated per NPDES requirements.
- D. The District will collect water samples for analysis prior to placing the new facilities in service. Should any sample fail to meet the requirements of the State Health Department, the chlorination procedures shall be repeated. The Contractor will be responsible for the cost of additional water analysis.

**5.26 Compaction Tests**

- A. **General:** All soils testing shall be done in accordance with *Section 211-Soils and Aggregate Tests* of the SSPWC and by testing laboratory of the District's choice at the Contractor's expense.
- B. **Compaction Tests:** Where soil material is required to be compacted to a percentage of maximum density, the maximum density shall be determined in accordance with *Section 211-2 Compaction Tests* of the SSPWC. In case the tests of the fill or backfill show non-compliance with the required density, the Contractor shall accomplish such remedy as may be required to insure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the District and shall be at the Contractor's expense.

**5.27 Payment**

Pipe shall be paid for at the contract price per linear foot. All other water distribution items shall be paid for at the unit or lump sum price indicated in the bidding schedule.

**\*\*\*END OF SECTION 5\*\*\***

**LA PUENTE VALLEY COUNTY WATER DISTRICT  
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**SECTION 6 - MISCELLANEOUS METALWORK**

**6.01 General**

The Contractor shall furnish, fabricate, and install all miscellaneous metalwork required by these Specifications and the accompanying Drawings. Miscellaneous metalwork, as used herein, is defined as all items required to be fabricated from structural steel shapes, plates, bars and their products. Except for miscellaneous metalwork items manufactured of stainless steel, all structural steel shapes, plates, bars and their products shall conform to the "Specifications for Structural Steel" (ASTM A36) or the "Specifications for Low and Intermediate Tensile Strength Carbon Steel Plates of Structural Quality" (ASTM A283), (Grade B or C). All miscellaneous items shall be galvanized after fabrication. Shop drawings of all miscellaneous metalwork shall be furnished. Fabrication shall not be commenced prior to approval of shop drawings.

**6.02 Bolts**

The Contractor shall furnish and set all bolts and anchor bolts. All bolts and anchor bolts shall be low-carbon steel, galvanized after fabrication or they shall be stainless steel. Steel for bolts shall meet the requirements of the "Specifications for Carbon Steel Externally and Internally Threaded Standard Fasteners", Grade B (ASTM A307). Steel for anchor bolts shall meet the requirements of "Specifications for Steel Structural Rivets", (ASTM A502) with the following exceptions and additions: (1) the nut material shall be free cutting steel and (2) the nuts shall be capable of developing the full strength of the anchor bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads.

**6.03 Galvanizing**

All structural steel plates, shapes, bars and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the "Specifications for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips" (ASTM A123).

**6.04 Payment**

Miscellaneous metal work that is identified on the Drawings or in the Special Provisions shall be paid for at the unit or lump sum price indicated in the Bidding Schedule.

**\*\*\*END OF SECTION 6\*\*\***

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**SECTION 7 - STORM WATER BEST MANAGEMENT PRACTICES**

**7.01 General**

The District is committing its best effort in compliance with the Los Angeles County NPDES (National Pollutant Discharge Elimination System) Permit. The Contractor is responsible for implementing the general *Storm Water Best Management Practice for Water Reservoir Demolition and Steel Tank Construction*, outlined per the permit by the American Water Works Association, to comply with NPDES mandated requirements and protect waterways.

**7.02 Discharge of Water from Excavation**

If, at any time during construction work, water must be pumped from an excavation, the pump discharge hose end must be covered with a burlap bag or other effective screening material, to collect dirt and debris and prevent it from entering the street gutters and/or the storm drains. In addition, it may be necessary to use sandbags to divert sediment laden waters away from storm drain and to create settlement areas, preventing significant amounts of sediment and debris from entering the storm drains. Dispose of this sediment in a way appropriate to its composition: if it is clean silt, it may be used as backfill in the excavation. However, if it is contaminated with substances which could harm the environment, it must be treated as a hazardous material and disposed of in an appropriately safe manner.

**7.03 Dechlorination during Flushing of Mains**

Flushed waters that have been super chlorinated to disinfect water mains or reservoir, following construction, repair or physical cleaning, shall be adequately dechlorinated, prior to discharge into the street gutter and/or storm drain system or may be discharged directly into the sanitary sewer (with proper authorization) or into a tank truck.

**\*\*\*END OF SECTION 7\*\*\***



# STAFF REPORT



Meeting Date: June 26, 2017

To: Honorable Board of Directors

Subject: Consideration of Agreement for Water Service and Construction of Water System Improvements (Developer Agreement).

**Purpose -** *Approve the Developer Agreement to provide water service and construction of water system improvements for a development at 747 Del Valle Avenue.*

**Recommendation -** *Authorize the General Manager to execute the final version of the Agreement contingent upon final review and approval by District Counsel.*

**Fiscal Impact -** *Developer is required to provide a deposit for all costs related to improvements required for the development. No adverse impact to the District's 2017 Budget is anticipated from this action. Revenue from water system connection fees paid by the developer are anticipated to be \$ 81,000.*

## ***Summary***

As the Board is aware, staff was contacted by a developer that is developing a parcel at 747 Del Valle Avenue, within the District's service area, requesting water service for the development of 45 single family homes. Based on the water use and fire flow demand requirements for this development, the District's existing infrastructure will need to be improved in order to meet the requirements of the planned development. The required improvements include extending a new 12-inch water main, approximately 1300 feet, from Temple Avenue to the north in Del Valle Avenue.

In accordance with Section 5 of the Districts Rules and Regulations Governing Water Service, water mains and water facilities to be constructed in streets or right-of-ways, will be paid by the persons desiring such installations whether they are subdividers, owners or a residence. Payment for such facilities may be paid by lump sum payment or other means acceptable to the Board. The Board may, at its discretion, pay for a portion of the cost of these improvements if the District chooses to construct facilities that are in excess of what is required to serve the property benefiting from the installation.

In short, a developer who requires additional improvements shall pay for such improvements. Typically, developments within our service area require no more than a few new services and/or fire hydrant, which does not require construction of a new water main. For typical developments, the District provides a letter to the developer/owner detailing all requirements and the estimated

cost for new facilities. A deposit is required for all related costs and fees before we construct new service connections.

In the case of the Del Valle Avenue development, staff and District Counsel agreed that an agreement with the developer that details all the requirements for improvements to the District's water system and for new water facilities was necessary. District Counsel has drafted this agreement, which has been reviewed by the developer.

Enclosed for your consideration is the draft Agreement for Water Service and Construction of Water System Improvements for the Del Valle development. At the upcoming Board meeting, staff and District Counsel will provide an overview of this Agreement, since it is the first of its kind the District has considered in quite some time.

***Fiscal Impact***

The developer is required to provide a deposit for all costs related to improvements required for the development. No adverse impact to the District's 2017 Budget is anticipated from this action. Funds received from water system connection fees paid by the developer are anticipated to be \$ 81,000.

***Recommendation***

Authorize the General Manager to execute the Agreement for Water Service and Construction of Water System Improvements for the Del Valle development, contingent upon final review and approval by District Counsel.

Respectfully Submitted,

*Greg Galindo*

General Manager

***Enclosure(s)***

- *Agreement for Water Service and Construction of Water System Improvements*

**LA PUENTE VALLEY COUNTY WATER DISTRICT  
AGREEMENT FOR WATER SERVICE AND CONSTRUCTION OF  
WATER SYSTEM IMPROVEMENTS**

THIS AGREEMENT is entered into as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between LA PUENTE VALLY COUNTY WATER DISTRICT, a county water district organized and existing under the provisions of Division 12 of the Water Code of the State of California ("District"), and \_\_\_\_\_, a California \_\_\_\_\_ ("Developer").

**RECITALS:**

A. District is engaged in the production, transmission and distribution of water within its service area.

B. Developer owns and is developing a parcel of real property, commonly identified as \_\_\_\_\_ (the "Development") within the District's service area, as more particularly described on the map attached here as Exhibit 1.

C. Developer needs a water supply for domestic water and fire flow and desires to secure the water service to the Development from the District, and the District is willing to provide such service on the terms and conditions set forth in this Agreement.

D. In order to accommodate Developer's water supply needs, District must construct certain water system improvements within the public right of ways to establish the requisite physical connection to the District's water system to enable the provision of water to the Development (the "Off-Site Improvements"). Additionally, certain water system improvements must be constructed on and in the Development that meet the District's requirements and specifications to enable such water service ("On-Site Improvements").

**AGREEMENT**

NOW, THEREFORE, based on the foregoing facts, and in consideration of the mutual covenants of the parties, it is agreed as follows:

1. Preliminary Willingness to Provide Water Service. This Agreement indicates the District's preliminary willingness to make water service available to the Developer that will meet Developer's stated capacity and flow requirements, subject to: (a) the terms and conditions of this Agreement; (b) Developer's agreement to make appropriate deposit of funds (as further described herein) for the construction of the necessary Off-Site Improvements by the District and the District's engineering, review, and inspection of the On-Site Improvements (collectively, the "Facilities"); (c) Developer's compliance with all of the District's policies, standards, requirements and specifications relating to water service; (d) Developer's grant of real property easements over and to the On-Site Facilities; and (e) the full satisfaction of all applicable laws, rules, regulations and standards. Developer expressly acknowledges that this Agreement does not create any vested right to water service for the Development.

2. Payment of Costs. District shall determine the Facilities necessary to provide water service to the Development. Developer shall pay for and/or reimburse the District for all costs incurred in connection with the services required under this Agreement. Such costs shall include, but not be limited to, the District's staff costs and overhead, charges by District's legal counsel and any consultants necessitated in District's discretion, and any out-of-pocket expenses incurred in connection with the preparation and/or review of plans, designs and other documents, as well as other costs and expenses related to the design, construction, installation, operation and conveyance of the Facilities. To ensure these expenses are paid, Developer shall deposit monies with the District pursuant to Sections 2.1 and 2.2, below (the "Deposit"). The District will charge its costs (including all design, construction, engineering, and inspection costs provided hereunder) incurred under this Agreement against the Deposit, and shall render monthly accountings to the Developer of the charges and remaining balance of the Deposit. If the Deposit is exhausted or is insufficient, Developer shall replenish the Deposit, provide an additional deposit, or reimburse the District, as the parties may agree. Upon termination of this Agreement, any unused portion of the Deposit shall be promptly refunded to the Developer without interest.

2.1. Off-Site Improvements. Upon execution of this Agreement, Developer shall provide (if it has not already so provided) the District with a deposit in the amount of **\$17,250** to cover the District's estimated costs that will be incurred in designing the necessary Off-Site Improvements for the Development. The Developer shall provide the District with all information necessary for the District to prepare the plans for the Off-Site Improvements, which shall be based upon the Developer's calculated flow requirements. In addition, once said plans are finalized, Developer shall: 1) make another deposit in an amount equivalent to the District's estimated costs of construction of the Off-Site Improvements, as provided to Developer by the District; and 2) pay the water system connection fee established pursuant to District policy as further described in Section 3, below.

2.2. On-Site Improvements. Upon execution of this Agreement, Developer shall provide the District with a deposit in the amount of **\$15,000** to cover the District's estimated costs for design review and inspection and approval after construction of the On-Site Improvements is completed. The Developer shall provide the District with all information necessary for the District to review the plans for the On-Site Improvements.

In the event any amount deposited hereunder exceeds the actual costs incurred by the District in connection with such services rendered by the District, the excess shall be returned to the Developer within thirty (30) calendar days of the date the District finally determines the amount of its actual costs. If the actual costs incurred by the District exceed the amount deposited by the Developer, the Developer shall be responsible for payment of such excess costs within thirty (30) days of the date of invoice from the District setting forth such excess costs. Water service to the Project will not commence before any such excess costs are paid in full.

3. Water System Connection Fee. The District has established a water system connection fee for all new connections to the District's Water System. The fee for the Development will be calculated based upon the flow demand for potable use of each new water meter. If the water meter size requested is increased above the potable water use flow demand to accommodate flow for fire suppression purposes, then the Water System Connection Fee can be

calculated based on the meter size required for potable use provided that the Developer submits flow requirement calculations prepared by a registered engineer for the District's review and acceptance. Notwithstanding the foregoing, every dwelling within the Development shall have at least one individual water meter and the Water System Connection Fee shall not be less than the 5/8-inch meter size. A table detailing the current Water System Connection Fee for various meter sizes is provided as Exhibit 2. Developer shall be given notice of its mandatory Water System Connection Fee when the plans for the On-Site Improvements are finalized, which fee shall then be paid pursuant to Section 2.1, above.

4. Construction of Off-Site Improvements. Upon completion of the final plans for the Off-Site Improvements and full payments by Developer required by Section 2.1, District shall promptly begin the process of procuring bids for the construction of the Off-Site Improvements pursuant to said plans, which shall become a part of this Agreement and incorporated by reference. The District may use contractors as it, in its sole discretion, may decide, so long as such contractors and any subcontractors are properly licensed under the laws and regulations of the State of California. Developer shall work with the District in securing and granting access to the Development as needed during the construction of the Off-Site Improvements, and District shall provide Developer with a schedule for construction and shall keep the Developer advised of the schedule and progress of work. District shall provide Developer with written notice upon completion of construction of the Off-Site Improvements.

5. On-Site Improvements.

5.1 Approval of Final Plans and Specifications. Upon completion of the final plans and specifications for the On-Site Improvements and payment of the deposit by Developer required by Section 2.2, the District shall review said final plans and specifications and must approve of the design of the On-Site Improvements before commencement of construction thereof. Approval of the final plans for the On-Site Improvements shall be provided by the District in writing, which plans and specifications shall then become a part of this Agreement and incorporated by reference.

5.2. Construction and Approval of On-Site Improvements. Upon approval of the final plans and specifications for the On-Site Improvements pursuant to Section 5.1, above, Developer may commence construction of the On-Site Improvements using contractors of its choosing so long as such contractors and any subcontractors are properly licensed under the laws and regulations of the State of California. The District shall not be directly involved in the construction of the On-Site Improvements; however, upon commencement, the On-Site Improvements will be subject to inspection and approval to the satisfaction of the District's authorized representative before water service to the Development can commence. Upon completion of construction of the On-Site Improvements and as a condition to approval thereof, Developer hereby agrees that:

(a) the On-Site Improvements shall become the sole property of the District upon their completion; and

(b) Developer shall grant the District a 10 foot (10') wide pipeline easement and a 5 foot (5') wide easement for all water services, fire hydrants, blow-offs

and other appurtenances in a form satisfactory to the District to accommodate future maintenance, repair, and reconstruction of the On-Site Improvements.

District shall at all times during construction of the On-Site Improvements have access to the sites where said improvements are under construction or being installed and shall be provided with every opportunity for ascertaining full knowledge respecting the progress, workmanship, and character of the materials and equipment used and employed in construction of said On-Site Improvements. In the event that the District's authorized representative identifies unapproved or damaged materials, the contractor shall promptly remove and replace such materials to the satisfaction of the District's authorized representative. In addition, if hazardous scenarios and/or safety violations are identified during the course of construction of the On-Site Improvements, the District's representative shall inform the Developer and the Developer's contractor immediately to address the issue promptly or work shall be suspended until such identified issue(s) are resolved to the satisfaction of the District.

6. Change Orders. Any changes to final plans made by the Developer for the Facilities shall require prior written approval of the District, which approval shall not be unreasonably withheld, conditioned or delayed. Material changes may require additional deposits by Developer and requisite changes to any agreed upon schedule for completion.

7. Meter Installation and Commencement of Water Service. Upon completion of the construction of the Facilities, Developer shall pay to the District the District's established costs for installation of any meters and related appurtenances necessary to provide water service to the Development, as well as any and all connection fees, assessments, and labor costs associated with inspection, including administrative and engineering costs. Thereafter, water service shall commence when the District is able to deliver water through water meters at the Development. The approximate location of the meters shall be shown on the final On-Site Improvements plans, and District and Developer shall cooperate to determine the precise location, number, and size of the meters. The District shall be under no obligation to provide water service to the Development until all costs, fees and charges owing to the District under this Agreement have been paid. The District shall thereafter provide water service to the Development in accordance with its established policies and Developer, and its successors and assigns, shall comply with such policies.

8. Acceptance of On-Site Improvements by District. Upon completion of the On-Site Improvements, Developer shall transfer to the District, free and clear of all liens, claims and encumbrances, the On-Site Improvements, up to and including the meter(s) providing water service to the Project, and those On-Site Improvements shall become the sole property of the District upon the District's acceptance thereof. The District may require Developer to provide a deed, bill of sale, or other instrument of conveyance, conveying the On-Site Improvements from Developer to the District, including any applicable third party warranties, and Developer agrees to cooperate with the District to effectuate and ensure valid transfer thereof. In addition, the Developer shall provide a physical and digital (CAD dwg. files) copy of the approved As-Built plans for the On-Site Improvements, and provide any and all documentation regarding applicable warranties in connection with the On-Site Improvements.

9. Easements. Developer, at its cost and expense, shall acquire and transfer to the District the easements described in Section 5.2(b) related to the On-Site Improvements, together with title insurance showing title vested in the District.

10. Insurance. District and Developer shall maintain such insurance as may be necessary to provide coverage for liability arising out of activities performed by or on behalf District or Developer in the course of constructing the Facilities.

11. Indemnification.

(a) Developer shall indemnify and hold harmless the District, its directors, officers, agents, employees, consultants, engineers and volunteers, from and against any and all claims, damages, losses, expenses and other costs including, but not limited to, the costs of defense and attorneys' fees, arising out of or resulting from the design or construction of the On-Site Improvements (except to the extent any such claim, damage, loss, expense or other cost results from the gross negligence or willful misconduct of the District or its contractors), including, but not limited to, any claims, damages, losses, expenses or other costs the District may incur with respect to the failure, neglect, or refusal of Developer or any of its contractors to faithfully perform any contemplated work related to the On-Site Improvements. This obligation shall not be abridged, reduced or discharged by the maintenance of insurance.

(b) Developer hereby agrees to indemnify, defend and hold harmless the District from all claims, liabilities, causes of action, liens, expenses, or damages of any type, including reasonable attorneys' fees and expenses, incurred by the District arising from any claim, action or proceeding related to or arising from the Development under the California Environmental Quality Act (California Public Resources Code §21000, et seq.). With respect to any claim for which the District has requested indemnification under this Section, Developer shall assume the defense of any related litigation, arbitration or other proceeding, provided that the District may at its election and expense, participate in such defense. At Developer's reasonable request, the District will cooperate with developer in the preparation of any defense to any such claim, and Developer will reimburse the District for any reasonable expenses incurred in connection with such request.

12. No Agency. Developer, nor any of its contractors or subcontractors, is the agent or representative of the District. Neither has any authority to in any way commit or bind District.

13. Attorneys' Fees. At any action at law or in equity, including an action for declaratory relief seeking to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs actually incurred in prosecuting or defending such action, including any dispute submitted to arbitration in addition to any other relief to which the party is entitled.

14. Assignment; Transferability. This Agreement is specific to the Development and is not transferable to any other property, development, or project. The rights and obligations of Developer and District under this Agreement shall not be assignable without the prior written consent of District, which shall not be unreasonably withheld.

15. Governing Law; Venue. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California, and any action to enforce this Agreement or for any remedies, damages or other relief shall be brought only in the state courts of the State of California for the County of Los Angeles.

16. Successors and Assigns. Subject to the provisions relating to assignment, each and all of the terms, conditions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties.

18. Corporate Authority. Developer represents that the person(s) executing this Agreement on its behalf has the full and complete authority to do so, and District represents and warrants that the execution of this Agreement by its representative has been duly authorized by the District's Board of Directors.

19. Termination; Automatic Expiration. Either party may terminate this Agreement by giving the other party thirty (30) days' prior written notice, and in the case of termination by Developer, by also tendering to the District an amount of money sufficient to pay all unpaid costs incurred by the District prior to the effective date of the termination. If not prior terminated by either party, this Agreement shall automatically expire, and shall become null and void, two (2) years from the date first written above. Upon the automatic expiration of this Agreement, the Developer shall tender to the District an amount of money sufficient to pay all unpaid costs incurred by the District pursuant to this Agreement, if any.

20. Notices. All notices between the parties shall be in writing and shall be deemed effective when personally delivered or sent by facsimile, with confirmation of receipt by the sending party's facsimile machine. If any such notice is provided by overnight delivery (including Federal Express, UPS Overnight, Overnight Express, Express Mail or other nationally recognized overnight delivery service), the notice shall be deemed effective upon notice of confirmation of receipt by the carrier. If any such notice is mailed by first class mail, the notice shall be deemed effective three days after a formal confirmation of mailing provided by the United States Postal Service. Notices shall be delivered to the following addresses, or to such other addresses as the parties may notify each other in writing from time to time:

If to District:                    La Puente Valley County Water District  
Roy Frausto, Project Engineer  
112 N. First Street  
La Puente, CA 9144  
Fax: 626-330-2679

If to Developer:                    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Fax: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**"DISTRICT"**

**"DEVELOPER"**

LA PUENTE VALLEY COUNTY  
WATER DISTRICT

By: \_\_\_\_\_

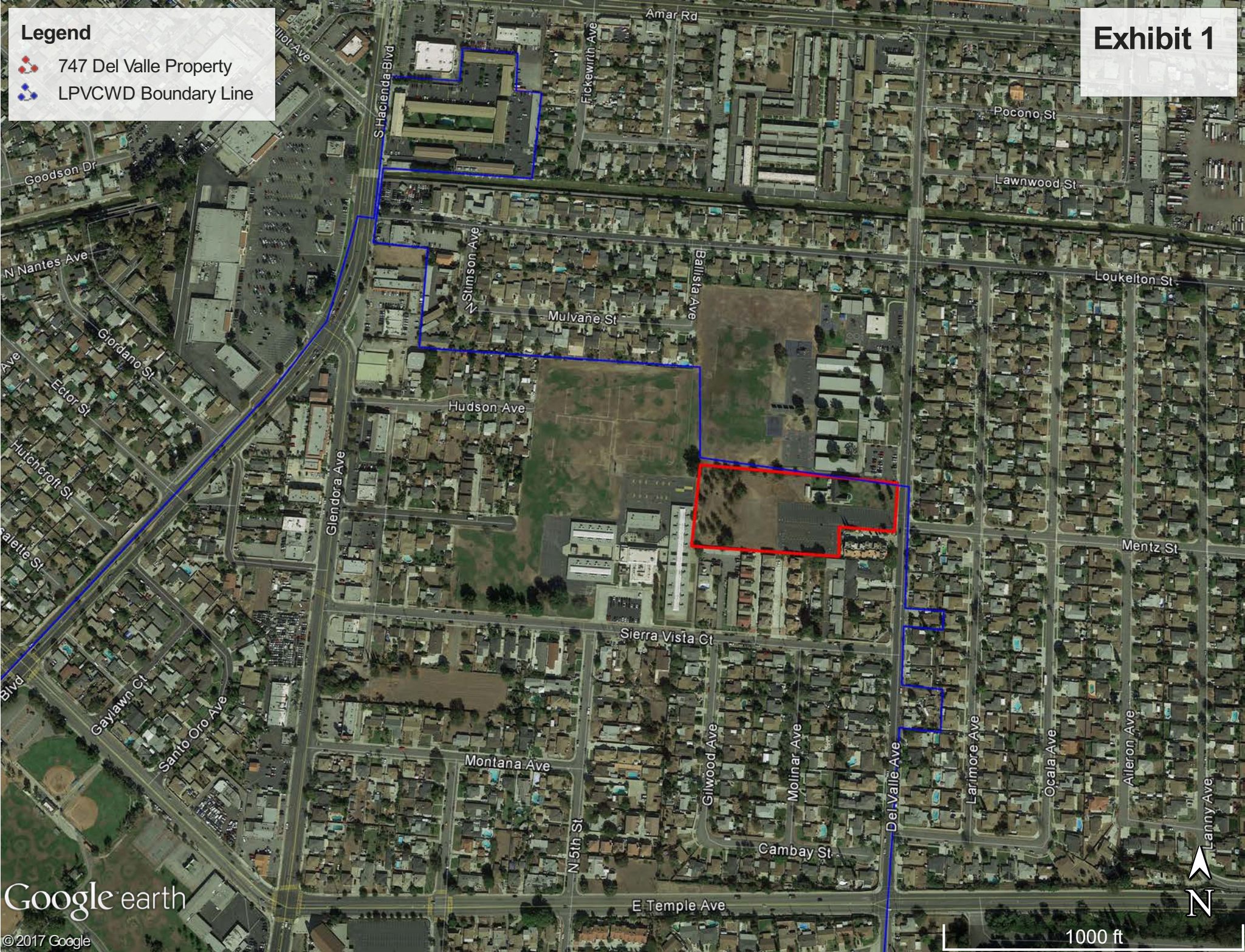
By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Legend

- 747 Del Valle Property
- LPVCWD Boundary Line



**LPVCWD 2017 Water System Connection Fee Schedule**

<b>Meter Size</b>	<b>Hydraulic Equivalent Meter</b>	<b>Water System Connection Fee</b>
5/8"	1	\$1,802.11
3/4"	1.5	\$2,703.16
1"	2.5	\$4,505.26
1.5"	5	\$9,010.53
2"	8	\$14,416.85
3"	16	\$28,833.69
4"	25	\$45,052.64
6"	50	\$90,105.29
8"	80	\$144,168.46

# Memo



To: Honorable Board of Directors  
From: Roy Frausto, Compliance Officer/Project Engineer  
Date: June 26, 2017  
Re: Project Engineer's Report – May 2017

## CAPITAL PROJECTS

1. LPVCWD and CIWS Water Master Plan Update – District staff collaboratively worked with Civiltec to finalize the LPVCWD and the CIWS Water Master Plans. Staff attended and presented the CIWS 2017 WMP during the June 22, 2017, IPUC meeting.
2. LPVCWD Recycled Water Project – Staff reached out to the County of Los Angeles Sanitation District (LASCD) in regards to the status of the 1211 permit. Currently, the 1211 petition application was sent; however, LASCD is still awaiting a response from the State Board. In addition, a revised LRP application was drafted to only include Phase 1 cost and infrastructure.
3. LPVCWD PVOU Project – Upon San Gabriel Basin Water Quality Authority (WQA) request, EPA, Northrop Grumman, and LPVCWD staff presented a project status workshop for the PVOU IZ project on May 17, 2017 during a regular WQA Board Meeting. In addition, staff provided review comments on a 30% design submittal of the Shallow Zone Treatment Plant, and continuous to participate in the monthly engineering design meetings for the PVOU IZ remedy design.

## DEVELOPMENTS

1. LPVCWD 747 Del Valle Development – Final Off-Site design plans have been approved by the City of La Puente. Staff will be recommending the approval of the final Plans and Specifications of the waterline during the June 26, 2017 Board Meeting. Additionally, staff will be recommending approval of the Watermain Extension Agreement between LPVCWD and the developer (contingent upon approval of District Council).
2. Star Theatre Property – Based on preliminary design submittals, the property may be used to develop 22 units of condos. Currently, a fence is still in place to serve as a future construction barrier and no activity or request for information has been received by staff.
3. 15921 Sierra Vista Court – Staff received a notice from the City of La Puente in regards to a public meeting of the Division of Land Review Committee to discuss the request to subdivide the 20,500 ft<sup>2</sup> property to accommodate five condominium units.

## SPECIAL/OTHER PROJECTS

1. Air Stripper Inspection – Staff performed the annual Air Stripper Inspections on June 6, 2017. A report of the findings will be drafted by staff and distributed accordingly to all parties.

2. LPVCWD Air Stripper Efficiency Evaluation – LPVCWD, DDW, and Trussell Technologies held a conference call meeting to discuss comments provided by DDW on May 17, 2017. After receiving direction from DDW during the conference call meeting, LPVCWD provided requested water quality data to DDW along with a revised Tech Memo and Test Protocol. The finalized revised Tech Memo and Test Protocol were submitted and approved by DDW on May 31, 2017. LPVCWD staff and Trussell Technologies will work collaboratively to schedule and execute the test plan.
3. LPVCWD Caustic Reduction Plan –Staff will regroup and discuss with Trussell to determine the next steps for phase 2 of the test protocol.
4. Main St. Property Retrofit –Staff is currently researching prospective design/build firms that have extensive experience with retrofitting commercial buildings.
5. Banbridge Pump Station –Staff spoke Mr. Javier Leivanos on June 5, 2017, to discuss the District’s scope of work for the project. Staff scheduled a follow up call with Mr. Leivanos for June 28, 2017 to discuss possible dates for an onsite meeting.

## FUTURE PROJECTS

1. Water System Connection Fees – Update the current policy on water system connection fees.
2. Lead Sampling for Schools – Coordinate and create a sample schedule for school lead testing for all schools within the LPVCWD and CIWS service area.
3. Water Loss Accountability – Analyze and draft an annual report to optimize water accountability and minimize water loss.
4. Recycled Water Rules and Regulations – Draft and propose a policy for the use of Recycled Water.
5. Recycled Water Phase 1 Retrofits – Coordinate with Phase 1 customers to start design of onsite retrofits.
6. AMI Transition – Plan and execute deliverables required to transition from AMR to AMI.
7. On Call Contractor Specification - Create a Specification for an On-call contractor with a 24-month agreement with an option to extend.
8. GIS System – Staff coordinated with DCSE to manage the GIS system in-house by reflecting all updates and changes on a real-time basis. Staff will schedule accordingly to start reflecting redline field data.

# Upcoming Events



To: Honorable Board of Directors  
**From:** Rosa Ruehlman, Office Administrator RR  
**Date:** 06/26/17  
**Re:** Upcoming Board Approved Events for 2017

Day/Date	Event	<u>Aguirre</u>	<u>Escalera</u>	<u>Hastings</u>	<u>Hernandez</u>	<u>Rojas</u>
Thursday, July 27, 2017*	SCWUA Luncheon at the Pomona Fairplex	X	X	X		X
Wednesday, August 9, 2017	San Gabriel Valley Water Association, Quarterly Breakfast at the Pomona Mining Valley Co.					
Thursday, August 24, 2017	NO SCWUA - Dark					
Monday-Thursday, September 25-28, 2017	CSDA 2017 Annual Conference in Monterey Marriott/Portola Hotels in Monterey, CA <b>Deadline August 25, 2017 for Earlybird</b>					
Thursday, September 28, 2017*	SCWUA Luncheon at the Pomona Fairplex					
Wednesday-Friday, October 4-6, 2017	SmartWater Innovations Conference at South Point Hotel in Las Vegas, NV					
Monday- Thursday, October 23-26, 2017	AWWA CA/NV 2017 Spring Conference at Atlantis Casino Resort in Reno, NV <b>Deadline September 22, 2017</b>					
Thursday, October 26, 2017*	SCWUA Luncheon at the Pomona Fairplex					
Wednesday, November 8, 2017*	San Gabriel Valley Water Association Luncheon at 11:30 am at South Hills Country Club					
Thursday, November 16, 2017*	SCWUA Luncheon at the Pomona Fairplex <b>(3<sup>rd</sup> Thursday due to Thanksgiving)</b>					

Tuesday – Thursday, November 28- December 1, 2017	ACWA 2017 Fall Conference in Anaheim Marriott Hotel in Anaheim, CA					
Thursday, December 7, 2017*	SCWUA Luncheon at the Pomona Fairplex  (Will be held on 1 <sup>st</sup> Thursday)					

\* SGVWA and SCWUA scheduled program and location TBA at a later date.

**SGVWA** – San Gabriel Valley Water Association Quarterly Luncheons, are held on the Second Wednesday of February, May, August and November at 11:30 am at the Swiss Park in Whittier CA, (Dates are subject to change)

**SCWUA** – Southern California Water Utilities Association Luncheons are typically held on the fourth Thursday of each month with the exception of December due to the Christmas holiday and are held at the Pomona Fairplex in Pomona, CA. (Dates are subject to change)

**Upcoming Meeting:**

- |   |
|---|
| <ul style="list-style-type: none"> <li>• No other meetings at this time.</li> </ul> |
|---|

**Board Member Training and Reporting Requirements:**

**NEXT DUE DATE**

Schedule of Future Training and Reporting for 2016	<u>Aguirre</u>	<u>Escalera</u>	<u>Hastings</u>	<u>Hernandez</u>	<u>Rojas</u>
Ethics 1234 <b>2 year Requirement</b>	11/22/18	12/01/18	12/01/18	10/11/18	12/04/16
Sexual Harassment <b>2 Year Requirement</b>	12/01/17	12/01/17	05/09/19	10/10/18	05/09/19
Form 700 <b>Annual Requirement</b>	04/01/18	04/01/18	04/01/18	04/01/18	04/01/18
Form 470 Short Form <b>Semi Annual Requirement</b>	07/31/17	07/31/17	07/31/17	07/31/17	07/31/17

If you have any questions on the information provided or would like additional information, please contact me at your earliest convenience.



## City of La Puente 2017 Events

<b>Date</b>	<b>Event</b>	<b>Sponsored by</b>
1 1st Tuesday each month	Planning Commission Meeting	LP
2 2nd & 4th Tuesday each month	City Council Meetings	LP
6 July - August 2017 (Mondays)	Movies in the Park	LP
7 July - August 2017 (Wednesday)	Concerts in the Park	LP
8 07/03/2017 (Monday)	4th of July Celebration	LP
9 08/01/2017 (Tuesday)	National Night Out	L.A Co. Sheriffs
10 August 19, 2017 (Tenative Date)	Jr. All American Football	LP
11 10/29/2017 (Sunday)	Main St. Run	LP
12 11/11/2017 (Saturday)	Veteran's Day	LP
13 12/01/2017 (Friday)	Holiday Parade and Tree Lighting Ceremony	LP & Old Towne Puente