

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Jeffrey A. Minnery, District Counsel

DATE: September 19, 2024

SUBJECT: Adoption of Ordinance 24-01 to Provide Informal Bidding Procedures Pursuant to Section 22000 et seq. of the Public Contract Code.

Recommendation

It is recommended that the Board of Directors:

1. Receive public testimony on Ordinance No. 24-01.
2. Waive full reading and adopt Ordinance No. 24-01 by title:

ORDINANCE NO. 24-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

Background

District staff has been reviewing procurement options under the California Public Contracts Code to ensure procurement procedures and accounting systems are established in advance of actual construction activities. At the August 15, 2024 meeting, your Board introduced this Ordinance 24-01.

The California Public Contract Code establishes statutory requirements for contracting of public projects, as defined in the Code. The following identifies some of the pertinent code sections:

Division 2; Part 1	Administrative Provisions
Division 2; Part 3	Contracting by Local Agencies
Division 2; Part 3; Chapter 1	Local Agency Public Construction Act
Division 2; Part 3; Chapter 1; Article 43	Community Services Districts
Division 2; Part 3; Chapter 2	Bidding on Public Contracts

Division 2; Part 3; Chapter 2; Article 2	California Uniform Construction Cost Accounting Commission
Division 2; Part 3; Chapter 2; Article 3	Public Projects: Alternative Procedure

For the purpose of considering whether to utilize the Alternative Procedure under the California Uniform Public Construction Cost Accounting Act, the primary comparison relates to bidding requirements under Article 43 for Community Services Districts. Other considerations include construction accounting standards and overhead cost allocations prescribed in the Cost Accounting Policies and Procedures Manual adopted by the California Uniform Construction Cost Accounting Commission and the State Controller.

The following table compares bidding requirements:

Public Contract Code	No Bidding Requirements	Informal Bidding Requirements	Formal Bidding Requirements
Community Services Districts: Division 2; Part 3; Chapter 1; Article 43	Projects under \$25,000	n/a	Projects over \$25,000
Alternative Procedure: Division 2; Part 3; Chapter 2; Article 3	Projects under \$60,000	Projects over \$25,000 but less than \$200,000	Projects over \$200,000

Discussion

The Alternative Procedure provides the District with more flexibility in procuring contractors for construction activities. Statutes for Community Services Districts are comparatively restrictive and the informal bidding options under the Alternative Procedure will promote cost-efficiencies for public projects over \$25,000 but less than \$200,000

Consideration of when to use alternative procedures:

Statutes for Community Services Districts provide relatively little guidance on bidding requirements but specifically require that any project over \$25,000 must be awarded to the low bidder. In contrast, the Alternative Procedure provides greater guidance. Utilizing the guidance provided for the Alternative Procedure in the State's Cost Accounting Policies and Procedures Manual helps to reduce the need for the District to develop its own procedures and reduces administrative costs.

The higher level of guidance provided by the Alternative Procedures and the State's Manual promotes consistency with industry standards. This helps to reduce uncertainties in contracting with private-industry construction companies and reduces the risk of litigation especially in the case that bids are contested by contractors.

The Manual provides guidance on allocation of direct, indirect and overhead costs, which promotes accountability of charges to projects. The Manual provides guidance on calculating labor charges including benefit and overhead charges and promotes accountability of labor costs.

The Manual provides guidance on how the District notifies contractors that a project is out to bid, or is “advertised” and promotes transparency in the bidding process.

The Alternative Procedure and Manual provide the District with the ability to delegate to the General Manager the authority to award contracts under \$200,000.

Fiscal Considerations

The Manual provides guidance on various rates charged to projects including labor rates, equipment rates, indirect and overhead charges and promotes accountability.

Conclusion

Utilizing the Alternative Procedure under the California Uniform Public Construction Cost Accounting Act provides greater guidance on determining project related costs, promotes cost efficiencies, accountability, and a well governed community.

Attachments: Ordinance 24-01 to Provide Informal Bidding Procedures

File: Policies and Codes

ORDINANCE NO. 24-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

The Board of Directors of the Heritage Ranch Community Services District ordains as follows:

SECTION 1

Informal Bid Procedures.

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Contractors List.

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids may be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 22034 of the Public Contract Code, and shall be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code.

Additional contractors and/or construction trade journals may be notified at the discretion of the General Manager, provided however:

- (1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
- (2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Award of Contracts

The General Manager is authorized to award informal contracts pursuant to this Ordinance.

SECTION 2

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in a newspaper of general circulation published in the boundaries of the Heritage Ranch Community Services District.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Heritage Ranch Community Services District, State of California, this ____ day of _____, _____, by the following roll call vote:

APPROVED:

Dan Burgess, President
Board of Directors

**APPROVED AS TO FORM
AND LEGAL EFFECT:**

Jeffrey A. Minnery
District Counsel

ATTEST:

Kristen Gelos, Secretary
Board of Directors



**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

August 15, 2024

1. 4:00 PM OPEN SESSION / CALL TO ORDER / FLAG SALUTE

President Burgess called the meeting to order at 4:00 pm and led the flag salute.

2. ROLL CALL

Secretary Gelos called the roll.

Directors present: Bill Barker, Dan Burgess, and Michael Camou.

Directors absent: Tom Swanson and Mason Yaffee.

Staff present: General Manager, Scott Duffield, District Engineer, Doug Groshart, and District Counsel Jeff Minnery.

3. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

There were no public comments.

4. CONSENT ITEMS

a. Meeting Minutes: Receive/approve minutes of special meeting of July 18, 2024.

b. Warrant Register: Receive/approve July 2024 warrants.

c. Treasurer's Report: Receive/file July 2024 report.

d. Fiscal Report: Receive/file July 2024 status report.

e. Office Report: Receive/file July 2024 report.

f. District Engineer Report: Receive/file August 2024 report.

g. Operations Manager Report: Receive/fil August 2024 report.

h. Updates regarding disinfections byproducts.

There were no public comments.

Director Barker pulled item A, Meeting Minutes and made a motion to approve items B-H as presented. Director Burgess seconded the motion. The motion passed unanimously.

Director Barker made a motion to approve A. as amended. Director Camou seconded the motion. The motion passed unanimously.

5. BUSINESS ITEMS

a. **Submittal for approval Resolution 24-11 amending the District's Conflict of Interest Code.**

There were no public comments.

Manager Duffield provided a brief summary of the item and answered any questions the board had.

Director Burgess made a motion to approve Resolution 24-11. Director Barker seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Camou

Absent: Swanson, Yaffee

b. **Submittal for approval Resolution 24-12 adopting a policy governing bid protests and other challenges to construction contracts.**

There were no public comments.

Manager Duffield provided a brief summary of the item and answered any questions the board had.

Director Barker found a typo in the Resolution and made a motion to approve Resolution 24-12 as amended. Director Camou seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Camou

Absent: Swanson, Yaffee

c. **Submittal for approval Resolution 24-13 electing to be subject to the Uniform Public Construction Cost Accounting Act, and introduction of an Ordinance to provide informal bidding procedures pursuant to Section 22000 et seq. of the Public Contract Code.**

There were no public comments.

Manager Duffield provided a brief summary of the item and answered any questions the board had.

Director Barker made a motion to approve Resolution 24-13. Director Camou seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Camou

Absent: Swanson, Yaffee

6. GENERAL MANAGER REPORT

There were no public comments.

Report was received and filed.

7. COMMITTEE REPORTS

There were no public comments.

There were no committee reports.

8. FUTURE AGENDA ITEMS

There were no public comments.

The Board determined to add the following to a future agenda:

- Appointment of Director – 9/19/24

9. ADJOURNMENT

On a motion by Director Camou and seconded by Director Barker the meeting adjourned at 4:38 pm to the next scheduled meeting on Thursday, September 19, 2024.

APPROVED:

ATTEST:

Dan Burgess, President
Board of Directors

Kristen Gelos, Secretary
Board of Directors

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/3/2024	CALPERS HEALTH BENEFITS EMPLOYEE PAID HEALTH BENEFIT EMPLOYEE PAID HEALTH BENEFIT EMPLOYEE PAID HEALTH BENEFIT	115.67 790.07 790.07	\$ 1,695.81
8/3/2024	CALPERS HEALTH BENEFITS CALPERS HEALTH BENEFITS	16,715.76	\$ 16,715.76
8/6/2024	PITNEY BOWES GLOBAL FINANCIAL POSTAGE METER & LEASE	161.79	\$ 161.79
8/7/2024	GREAT WESTERN ALARM ALARM/ANSWERING SERVICE	331.32	\$ 331.32
8/7/2024	AT&T TELEPHONE	84.17	\$ 84.17
8/7/2024	MCCLATCHY COMPANY LLC ADVERTISING	421.02	\$ 421.02
8/7/2024	COUNTY OF SLO AUDITOR CONTROLL LAFCO 2024-25	8,361.48	\$ 8,361.48
8/7/2024	PG&E ELECTRICITY	7,545.79	\$ 7,545.79
8/7/2024	USA BLUEBOOK MAINTENANCE FIXED EQUIPMENT LAB TESTING	563.59 618.63	\$ 1,182.22
8/7/2024	BRENNTAG PACIFIC, INC CHEMICALS CHEMICALS	1,232.25 4,227.00	\$ 5,459.25
8/7/2024	FGL ENVIRONMENTAL LAB TESTING	31.00	\$ 31.00
8/7/2024	RENTAL DEPOT MAINTENANCE FIXED EQUIPMENT	180.26	\$ 180.26
8/7/2024	FLUID RESOURCE MANAGEMENT PROFESSIONAL SERVICES	640.00	\$ 640.00

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/7/2024	NAPA AUTO PARTS VEHICLES / FIXED EQUIPMENT	263.65	\$ 263.65
8/7/2024	ABALONE COAST ANALYTICAL, INC. LAB TESTING	3,252.00	\$ 3,252.00
8/7/2024	ALPHA ELECTRICAL SERVICE MAINTENANCE FIXED EQUIPMENT	1,134.00	\$ 1,134.00
8/7/2024	CORE & MAIN LP MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	36.47 366.64	\$ 403.11
8/7/2024	NORTH COUNTY PLUMBING & DRAIN MAINTENANCE FIXED EQUIPMENT	727.50	\$ 727.50
8/7/2024	DATA PROSE LLC JULY BILLING	1,413.59	\$ 1,413.59
8/7/2024	WESTERN EXTERMINATOR STRUCTURES & GROUNDS	125.00	\$ 125.00
8/7/2024	MID-STATE REPAIR SERVICE VEHICLES	277.17	\$ 277.17
8/7/2024	JORANDA MARKETING, INC. / JAN- STRUCTURES & GROUNDS	274.60	\$ 274.60
8/7/2024	SPEEDY COASTAL MESSENGER, INC. LAB TESTING	515.00	\$ 515.00
8/7/2024	SPICE INTEGRATION WATER SYSTEM SCADA UPGRADE MAINTENANCE FIXED EQUIPMENT WW SYSTEM SCADA UPGRADE	9,983.73 945.00 5,375.00	\$ 16,303.73
8/7/2024	AMAZON SUPPLIES	148.77	\$ 148.77
8/7/2024	EVOQUA WATER TECHNOLOGIES LLC GAC PROJECT GAC PROJECT	1,501.50 1,501.50	\$ 3,003.00

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/7/2024	JERED MARTY UNIFORM ALLOWANCE	77.13	\$ 77.13
8/7/2024	THE JAM LAW GROUP LEGAL & ATTORNEY	2,838.00	\$ 2,838.00
8/9/2024	R. ARNOLD NET PAYROLL	2,852.87	\$ 2,852.87
8/9/2024	T. SHOGREN NET PAYROLL	2,848.06	\$ 2,848.06
8/9/2024	J. MARTY NET PAYROLL	2,242.46	\$ 2,242.46
8/9/2024	K. GELOS NET PAYROLL	3,080.98	\$ 3,080.98
8/9/2024	D. BURGESS NET PAYROLL	92.35	\$ 92.35
8/9/2024	B. BARKER NET PAYROLL	92.35	\$ 92.35
8/9/2024	S. DUFFIELD NET PAYROLL	4,861.35	\$ 4,861.35
8/9/2024	B. VOGEL NET PAYROLL	3,015.08	\$ 3,015.08
8/9/2024	D. GROSHART NET PAYROLL	4,495.66	\$ 4,495.66
8/9/2024	M. CAMOU NET PAYROLL	92.35	\$ 92.35
8/9/2024	M. YAFFEE NET PAYROLL	92.35	\$ 92.35
8/9/2024	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES FICA WITHIHOLDING MEDICARE	2,803.68 49.60 961.20	\$ 3,814.48

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/9/2024	EMPLOYMENT DEVELOPMENT DEPARTM SDI STATE WITHHOLDING	360.18 1,119.90	\$ 1,480.08
8/9/2024	CALPERS RETIREMENT SYSTEM CALPERS UNIFORM ALLOWANCE PERS-IRC 457 CONTRIBUTIONS PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA SURVIVOR BENEFIT	10.51 1,443.08 1,763.13 2,029.08 1,935.64 6.51	\$ 7,187.95
8/9/2024	J.B. DEWAR. INC. FUEL & OIL	339.54	\$ 339.54
8/9/2024	SWRCB PROFESSIONAL SERVICES	6,000.00	\$ 6,000.00
8/22/2024	PG&E ELECTRICITY	5,434.56	\$ 5,434.56
8/23/2024	R. ARNOLD NET PAYROLL	3,291.46	\$ 3,291.46
8/23/2024	T. SHOGREN NET PAYROLL	2,474.01	\$ 2,474.01
8/23/2024	J. MARTY NET PAYROLL	2,060.44	\$ 2,060.44
8/23/2024	K. GELOS NET PAYROLL	3,080.98	\$ 3,080.98
8/23/2024	S. DUFFIELD NET PAYROLL	4,698.30	\$ 4,698.30
8/23/2024	B. VOGEL NET PAYROLL	3,015.08	\$ 3,015.08
8/23/2024	D. GROSHART NET PAYROLL	4,495.66	\$ 4,495.66

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/23/2024	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES MEDICARE	2,736.25 939.64	\$ 3,675.89
8/23/2024	EMPLOYMENT DEVELOPMENT DEPARTM SDI STATE WITHHOLDING	356.41 1,123.08	\$ 1,479.49
8/23/2024	CALPERS RETIREMENT SYSTEM PERS-IRC 457 CONTRIBUTIONS PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA SURVIVOR BENEFIT	1,443.08 1,763.14 2,056.56 1,935.64 6.51	\$ 7,204.93
8/24/2024	CALPERS RETIREMENT SYSTEM CALPERS UNFUNDED LIABILITY	10,325.42	\$ 10,325.42
8/28/2024	GREAT WESTERN ALARM ALARM & ANSWERING SERVICE	349.32	\$ 349.32
8/28/2024	AT&T TELEPHONE	89.46	\$ 89.46
8/28/2024	BLAKES INC SUPPLIES	21.17	\$ 21.17
8/28/2024	HOME DEPOT CREDIT SERVICES MAINTENANCE FIXED EQUIPMENT	112.31	\$ 112.31
8/28/2024	BRENNTAG PACIFIC, INC CHEMICALS	3,861.80	\$ 3,861.80
8/28/2024	FGL ENVIRONMENTAL LAB TESTING LAB TESTING	891.00 57.00	\$ 948.00
8/28/2024	C&N TRACTORS STRUCTURES & GROUNDS	163.64	\$ 163.64
8/28/2024	ROY ARNOLD CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/28/2024	FLUID RESOURCE MANAGEMENT PROFESSIONAL SERVICES	950.00	\$ 950.00
8/28/2024	NAPA AUTO PARTS MATINENANCE FIXED EQUIPMENT	76.84	\$ 76.84
8/28/2024	KRISTEN GELOS CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
8/28/2024	CORE & MAIN LP MATINENANCE FIXED EQUIPMENT	191.46	\$ 191.46
8/28/2024	RHYTHM DESIGN UNIFORMS FY 24/25	440.00	\$ 440.00
8/28/2024	NORTH COUNTY PLUMBING & DRAIN MAINTENANCE FIXED EQUIPMENT	495.00	\$ 495.00
8/28/2024	SCOTT DUFFIELD CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
8/28/2024	WESTERN EXTERMINATOR STRUCTURES & GROUNDS	125.00	\$ 125.00
8/28/2024	BRIAN VOGEL CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
8/28/2024	TROY SHOGREN CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
8/28/2024	DOUGLAS GROSHART CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
8/28/2024	HYDROPRO SOLUTIONS WRRF PROJECT	39,639.80	\$ 39,639.80
8/28/2024	EVOQUA WATER TECHNOLOGIES LLC GAC PROJECT	3,142.35	\$ 3,142.35
8/28/2024	JERED MARTY CELL PHONE/INTERNET ALLOWANCE TRAINING & TRAVEL/LIC.&PERMITS	80.00 304.88	\$ 384.88

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
AUGUST 2024**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
8/28/2024	CHARTER COMMUNICATIONS INTERNET	99.99	\$ 99.99
8/28/2024	AUTOMATION DIRECT WATER SYSTEM SCADA UPGRADE	2,917.20	\$ 2,917.20
8/28/2024	RING CENTRAL TELEPHONE	297.07	\$ 297.07
8/28/2024	STARLINK INTERNET	250.00	\$ 250.00
8/29/2024	J.B. DEWAR. INC. FUEL & OIL	518.96	\$ 518.96
TOTAL ALL WARRANTS			\$ 222,944.50

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
TREASURER'S REPORT
AUGUST 2024**

SUMMARY REPORT OF ALL ACCOUNTS

Beginning Balance:	\$ 4,553,675
Ending Balance:	\$ 4,639,166
Variance:	\$ 85,491
Interest Earnings for the Month Reported:	\$ 1,397
Interest Earnings Fiscal Year-to-Date:	\$ 164,148

ANALYSIS OF REVENUES

Total operating income for water and sewer was:	\$ 235,386
Non-operating income was:	\$ 7,083
Franchise fees paid to the District by San Miguel Garbage was:	\$ 9,193
Interest earnings for the LAIF account was:	\$ -
Interest earnings for the California CLASS account was:	\$ 17,139
Interest earnings for the Five Star Bank checking account was:	\$ 5
Interest earnings for the Five Star Bank DWR Loan Services account was:	\$ 106
Interest earnings for the Five Star Bank DWR Reserve account was:	\$ 464
Interest earnings for the Mechanics Bank money market account was:	\$ 0

ANALYSIS OF EXPENSES

Five Star Bank checking account total warrants, fees, and Electronic Fund Transfers was:	\$ 290,134
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STATEMENT OF COMPLIANCE

This report was prepared in accordance with the Heritage Ranch Community Services District Statement of Investment Policy. All investment activity was within policy limits. There are sufficient funds to meet the next 30 days obligations. Attached is a status report of all accounts and related bank statements.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
STATUS REPORT FOR ALL ACCOUNTS
AUGUST 2024**

BEGINNING BALANCE ALL ACCOUNTS **\$4,553,674.59**

OPERATING CASH IN DRAWER **\$ 300.00**

FIVE STAR BANK DWR LOAN REPAYMENT (1994-2029):

BEGINNING BALANCE 7/31/2024	27,554.85	
QUARTERLY DEPOSIT	-	
INTEREST EARNED	105.72	
SEMI-ANNUAL PAYMENT	-	
ENDING BALANCE 8/31/2024		\$ 27,660.57

FIVE STAR BANK DWR RESERVE ACCOUNT

BEGINNING BALANCE 7/31/2024	120,857.27	
INTEREST EARNED	463.69	
ENDING BALANCE 8/31/2024		\$ 121,320.96

FIVE STAR BANK SDWSRF LOAN SERVICES ACCOUNT

BEGINNING BALANCE 7/31/2024	1,197.65	
QUARTERLY DEPOSIT	-	
INTEREST EARNED	4.59	
SEMI-ANNUAL PAYMENT	-	
ENDING BALANCE 8/31/2024		\$ 1,202.24

FIVE STAR BANK SDWSRF RESERVE ACCOUNT

BEGINNING BALANCE 7/31/2024	62,542.27	
INTEREST EARNED	239.96	
ENDING BALANCE 8/31/2024		\$ 62,782.23

MECHANICS BANK MONEY MARKET ACCOUNT

BEGINNING BALANCE 7/31/2024	13,300.43	
DEPOSIT REVENUE - CASH	2,358.77	
INTEREST EARNED	0.09	
REVENUE TRANSFER <i>To Five Star Checking</i>	(8,664.62)	
ENDING BALANCE 8/31/2024		\$ 6,994.67

FIVE STAR BANK - MONEY MARKET

BEGINNING BALANCE 7/31/2024	163,198.73	
INTEREST EARNED	626.15	
ENDING BALANCE 8/31/2024		\$ 163,824.88

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
STATUS REPORT FOR ALL ACCOUNTS
AUGUST 2024**

FIVE STAR BANK - CHECKING

BEGINNING BALANCE 7/31/2024	178,039.40	
DEPOSIT REVENUE & MISCELLANEOUS INCOME	290,134.10	
INTEREST EARNED	4.95	
TOTAL CHECKS, FEES AND EFT'S	(225,586.41)	
REVENUE TRANSFER <i>From Mechanics</i>	8,664.62	
ENDING BALANCE 8/31/2024		\$ 251,256.66

LOCAL AGENCY INVESTMENT FUND (LAIF)

BEGINNING BALANCE 7/31/2024	244,615.45	
INTEREST EARNED	-	
ENDING BALANCE 8/31/2024		\$ 244,615.45

CALIFORNIA CLASS

BEGINNING BALANCE 7/31/2024	3,742,068.54	
INTEREST EARNED	17,139.46	
ENDING BALANCE 8/31/2024		\$3,759,208.00

ENDING BALANCE ALL ACCOUNTS		\$4,639,165.66
DIFFERENCE FROM LAST MONTH	Increase	\$ 85,491.07

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2024/25 Budget

OPERATING REVENUE	Budget FY 24/25	Actual August	Actual Year to Date	Percentage Year to Date	Variance Explanation
Water Fees	1,563,732	184,729	329,866	21%	
Sewer Fees	1,240,328	92,847	185,383	15%	
Hook-Up Fees	2,400	0	0	0%	
Turn on Fees	3,500	150	275	8%	
Late Fees	18,860	3,465	5,770	31%	Fluctuates based on activity
Plan Check & Inspection	1,600	0	0	0%	
Miscellaneous Income	500	0	0	0%	
TOTAL OPERATING	\$2,830,920	\$281,191	\$521,294	18%	

FRANCHISE REVENUE					
Solid Waste Franchise Fees	91,802	9,618	17,737	19%	
TOTAL FRANCHISE	\$91,802	\$9,618	\$17,737	19%	

TOTAL OPERATING \$2,922,722 \$290,809 \$539,031 18%

NON-OPERATING REVENUE					
Standby Charges	242,200	0	0	0%	
Property Tax	475,629	0	0	0%	
Interest	80,000	18,600	75,463	94%	Fluctuates based on activity
Connection Fees	28,232	0	0	0%	
TOTAL NON-OPERATING	\$826,061	\$18,600	\$75,463	9%	

RESERVE REVENUE					
Capital Reserves	503,165	19,830	33,530	7%	
Operating Reserves	1,847,553	44,231	69,676	4%	
TOTAL RESERVE	\$2,350,718	\$64,061	\$103,206	4%	

TOTAL NON-OPERATING \$3,176,779 \$82,661 \$178,669 6%

TOTAL ALL REVENUE	\$6,099,501	\$373,470	\$717,700	12%	
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2024/25 Budget**

OPERATING EXPENSES

SALARIES AND BENEFITS	Budget FY 24/25	Actual August	Actual Year to Date	Percentage Year to Date	Variance Explanation
Salaries	1,045,010	62,961	126,143	12%	
Health Insurance	229,690	12,714	28,840	13%	
Health Insurance - Retirees	55,521	4,002	8,008	14%	
Pers Retirement	185,667	17,109	38,043	20%	
OPEB Funding/Transfer	35,000	0	0	0%	
Standby	34,380	1,717	3,813	11%	
Overtime	7,184	219	583	8%	
Workers Comp. Ins.	28,151	0	0	0%	
Directors' Fees	36,000	400	1,300	4%	
Medicare/FICA	15,675	975	2,247	14%	
Car Allowance	3,000	250	500	17%	
SUI/ETT	1,000	0	0	0%	
Uniforms	8,100	517	517	6%	
TOTAL SALARIES & BENEFITS	\$1,684,378	\$100,863	\$209,994	12%	

UTILITIES

Electricity	134,433	12,980	23,177	17%	
Propane	1,586	0	0	0%	
Water Purchase	28,600	0	0	0%	Paid Semiannually
Telephone/Internet	13,313	1,381	2,591	19%	
TOTAL UTILITIES	\$177,932	\$14,361	\$25,767	14%	

MAINTENANCE & SUPPLIES

Chemicals	85,446	9,321	9,605	11%	
Computer/Software	36,666	0	3,118	9%	
Equip. Rental/Lease	2,704	0	541	20%	
Fixed Equip.	202,259	3,998	6,071	3%	
Fuel & Oil	16,224	859	2,016	12%	
Lab Testing	63,814	6,310	10,147	16%	
Office Supplies	1,622	0	38	2%	
Parks & Recreation	0	0	0	0%	
Struct./Grnds.	16,159	688	1,088	7%	
Small Tools/Equip.	3,245	0	0	0%	
Supplies	4,867	170	720	15%	
Meters/Equip.	12,979	0	0	0%	
Vehicles	6,490	427	1,048	16%	
TOTAL MAINT. & SUP.	\$452,475	\$21,772	\$34,390	8%	

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2024/25 Budget

GENERAL & ADMINISTRATION	Budget FY 24/25	Actual August	Actual Year to Date	Percentage Year to Date	Variance Explanation
Ads./Advertising	1,560	421	421	27%	Fluctuates based on activity
Alarm/Answering Service	4,327	681	1,013	23%	
Audit	10,400	0	0	0%	
Bank Charges/Fees	0	0	0	#DIV/0!	
Consulting/Engineering	10,000	0	0	0%	
Dues/Subscription	10,816	0	0	0%	
Elections	10,000	0	0	0%	
Insurance	44,738	0	43,427	97%	Paid Annually
LAFCO	8,162	8,361	8,361	102%	Paid Annually
Legal/Attorney	26,000	2,838	5,586	21%	
Licenses/Permits	31,367	106	106	0%	
Plan Check & Inspection	1,600	0	0	0%	
Postage/Billing	16,224	1,575	1,575	10%	
Professional Service	96,587	7,590	9,739	10%	
Tax Collection	6,542	0	0	0%	
Staff Training & Travel	12,980	199	2,138	16%	
Board Training & Travel	1,040	0	0	0%	
TOTAL G & A	\$292,343	\$21,771	\$72,366	25%	

CAPITAL PROJECTS & EQUIPMENT

Structures/Improvements	2,285,718	64,061	103,206	5%	
Equipment	65,000	0	0	0%	
TOTAL CAPITAL EXPENSE	\$2,350,718	64,061	103,206	4%	

DEBT

State Loan Payment	103,628	0	0	0%	paid semiannually
State Loan Payment Phase II	58,740	0	0	0%	paid semiannually
Western Alliance Lease-PVS	152,857	0	0	0%	paid semiannually
TOTAL DEBT	\$315,225	\$0	\$0		

FUNDED DEPRECIATION	\$288,000	\$24,000	\$48,000	17%	
UNFUNDED DEPRECIATION	\$0	\$0	\$0	0%	

TOTAL EXPENSE	\$5,561,071	\$246,829	\$493,724	9%	
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CAPACITY CHARGES TRANSFER \$28,232 \$0 \$0 0%

SOLID WASTE FEES TRANSFER \$23,285 \$3,337 \$4,337 19%

FUND TOTAL	\$486,913	\$123,305	\$219,638		
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HERITAGE RANCH COMMUNITY SERVICES DISTRICT OFFICE REPORT

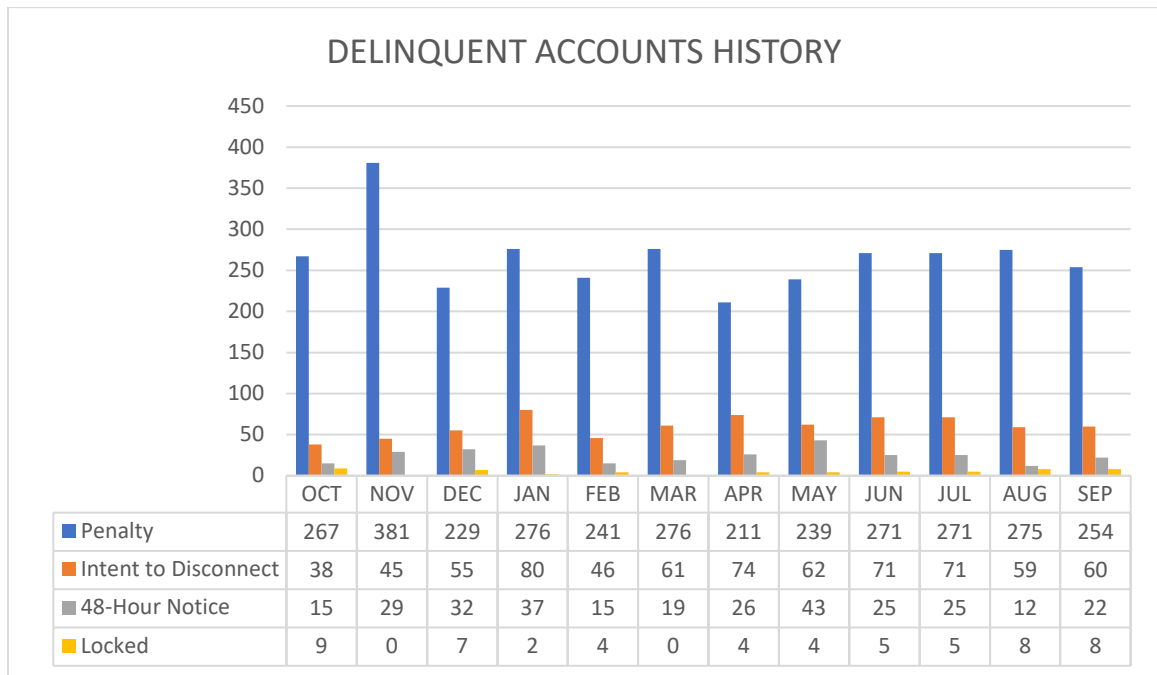
AUGUST 2024

Utility Billing

- On August 1st, 1,940 bills were processed for a total dollar amount of \$256,912 for water and sewer user fees for the month of August.

The table below reflects the following data over a twelve-month period:

- Number of late penalties posted for bills that were due by August 25th
- Intent To Disconnect letters mailed to customers that were more than 60 days delinquent
- 48-hour notices issued
- Number of meters locked off for non-payment



Customer Service Orders

- Staff completed a total of 19 service orders for the month of August. The breakdown by job code is as follows:

OCCUPANT CHANGE	8	LEAK	1
LOCKED	2	UNLOCK	7
SWAP/PULL METER	1		

Administration

- Nothing to report.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

District Engineer Report For the Month of September 2024

In addition to normal engineering and administrative duties, below are updates for several areas of work:

Operations Support

- Working with Operations Staff re:
 - GAC project operation, troubleshooting for pilot study, data analysis
 - PRV project for order and scope of work
 - Working with Video Inspection Specialists regarding annual sewer system jetting (1/3 of system and hot spots), lift station cleaning, video inspection of hot spots, manhole inspection at select manholes for I&I (work began 7/11/24 and was completed on 9/6/24).

Capital Improvement Projects

Projects / equipment replacement budgeted for this fiscal year and their status:
(Note: projects are listed in the order shown on the Capital and Equipment Budget spreadsheet)

- WRF Upgrade Project: – Continuing to work with the General Manager, the ad hoc committee, and the Board to determine a path forward on the project.
- Lift Station 1-5 rehabilitation design phase: LS 2 and 3 are the top priority. The current project scope is to replace corroded components and coat the wetwells. Recent controls and other mechanical related issues have arisen that may be combined with this scope to limit costs associated with bypassing. Coordinating with WRRF project to determine if any pump modifications will be required as a part of the project.
- Water System SCADA Upgrade / Telemetry: Water System SCADA portion is complete. Telemetry project is designed and in the process of being installed. Installation is 50% complete with an estimated completion by the end of October.
- GAC System (Pilot Study): Pilot Study is nearing completion. Based on past duration, we may have a report of findings in the October meeting or November at the latest. Weighing cost/benefit of GAC (based on findings of pilot study) vs. other options or a combination of several options. See DBP report for additional information.

- Pressure Reducing Valves (Waterview/Equestrian): PRVs have been received. Raminha has been authorized to begin work. Schedule update to be provided at the meeting.
- Raw Water Vertical Intake No. 2: See separate agenda item.
- DBP Project: See separate agenda item and report regarding DBPs.
- Wastewater Collection System SCADA Upgrade: SPICE has begun work on the wastewater collection system (Lift Station) SCADA upgrade. Installation will take place in conjunction with the Telemetry installation. Installation is 15-20% complete with an estimated completion by the end of October.
- Wastewater collection system model & I/I: Video Inspection Specialists began work on 7/11/24 and completed their scope on 9/6/24. Scope included annual jetting of 1/3 of the sewer system and all hot spots as well as cleaning of all lift stations. Additionally, we added the video inspection of the hot spots as well as manhole inspection of select manholes showing signs of infiltration. Now that the onsite work is completed, we will be receiving the inspection reports and videos for our review. The inspection reports and videos will show us if there are any system repairs or improvements needed either from an operational or an I&I standpoint.
- Pump Station Covers (design): Work has not begun on this project.
- Electric Gate at Corp Yard: Work has not begun on this project.

Project Name	Original CIP Budget	FY 24/25 Budget	Design Status	Estimated Design Completion	Construction Status	Estimated Construction Completion
WRF Upgrade Project		\$755,035	Ongoing	1/31/2025	Not Started	Before 9/2027
Lift Station 1-5 Rehab		\$200,000	Ongoing	10/31/2024	Not Started	TBD
Water System SCADA Upgrade (Telemetry)	\$300,000	\$168,415	Complete	Complete	Ongoing	10/31/2024
GAC System (Pilot Study)		\$39,480	Complete	Complete	N/A	N/A
Pressure Reducing Valves (Waterview, Equestrian)	\$175,000	\$163,070	Complete	Complete	Schedule TBD	Update at meeting
Raw Water Vertical Intake No. 2	\$225,000	\$219,718	Ongoing	Complete (Well casing) TBD (Wellhead)	Not Started	1/31/2025 (Well casing) TBD (Wellhead)
DBP Project		\$400,000	Not Started	TBD	Not Started	TBD
Wastewater Collection System SCADA Upgrade	\$200,000	\$200,000	Complete	Complete	Ongoing	10/31/2024
Wastewater Collection System Model & I/I		\$75,000	N/A	N/A	TBD	Inspection Work completed 9/5/24
Pump Station Covers (design)		\$15,000	Not Started	TBD	Not Started	TBD
Electric Gate at Corp Yard		\$50,000	Not Started	TBD	Not Started	TBD

Additional Tasks

- Development: Responding to requests for existing water and sewer system documents as they come up. Discussing existing system and future developments with potential developers as they make contact.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Operations Report For the Month of September 2024

In addition to normal operations duties, below are other tasks / updates for several areas of work:

Water treatment

- Produced 17.8 million gallons of treated water.
- Discovered Hayward air valve on filter #3 is cracked. A replacement was ordered.
- The Granular Activated Carbon system is currently at a 20% reduction in organic removal.
- Performed weekly calibrations on Turbidimeters.
- Collected Monthly DBP sample.

Water distribution

- Repaired 3 Service line leaks on Partridge, Pinto, and Blackhorse all were located between Water main and Customer meter.
- Replaced 3" water meter at Marina. Old meter was not reading accurately.
- Performed all water quality labs
- Collected all state required Bac T samples.

Wastewater collection

- Lift Station #7 Pump Failed. Replaced with back up pump.
- Staff observed high hours on pumps at lift station #2, after investigation it was determined that the filter at the big pool had a leaking drain valve. We informed HROA Maintenance. They were able to slow the flow of water and have since taken the pool out of service.
- VIS completed Sewer Jetting/ Video inspection of sewer mains.
- Repaired Sewer manhole located in back yard of customer on Bluebird.

Wastewater treatment

- Treated 4.2 million gallons of wastewater
- Collected all state required Bac T samples along with BOD samples.

Vehicles and equipment

- Staff repaired street saw that was not running correctly.

* * *

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Doug Groshart, District Engineer

DATE: September 19, 2024

SUBJECT: Discussion and direction regarding disinfection byproducts.

Background

The District water system was exceeding the maximum contaminant level for haloacetic acids, a disinfection byproduct. Your Board has been updated regularly on this issue.

Discussion

Sample data

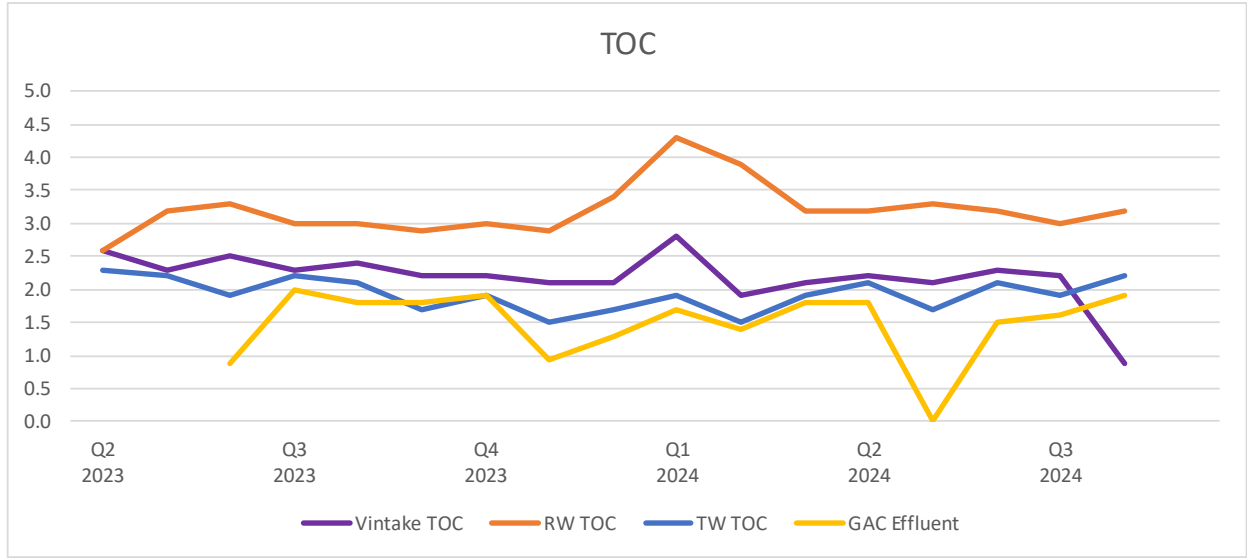
The sample data for haloacetic acids (HAA5) over the last several quarters is shown below. This data is for individual samples. The maximum contaminant level for HAA5 is 60 parts per billion (ppb). In the table below, "Vintake TOC" is the TOC level of the water from the vertical intake; "RW TOC" is the TOC reading for Raw Water; "TW TOC" is the TOC reading for Treated Water; and "GAC Effluent" shows the TOC reading after the GAC vessels and before chlorination.

The reportable data required by the Division of Drinking Water (DDW) is the Locational Running Annual Average (LRAA) by calendar quarter. The maximum contaminate level (MCL) for HAA5 is 60 ppb.

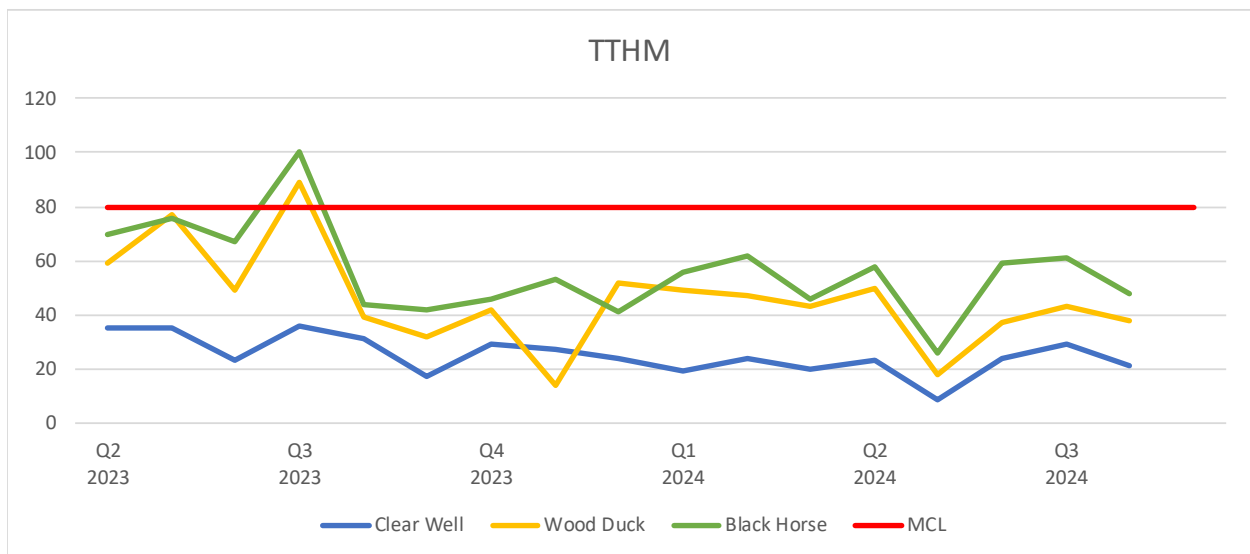
The most recent LRAA for HAA5 is 55 ppb at the Black Horse Lane location and 47 ppb at the Wood Duck Lane location; both are now under the MCL.

Results for individual months at both locations can be seen in the following tables and graphs. The results for both locations are back down under the MCL after the elevated numbers at the Black Horse location in July.

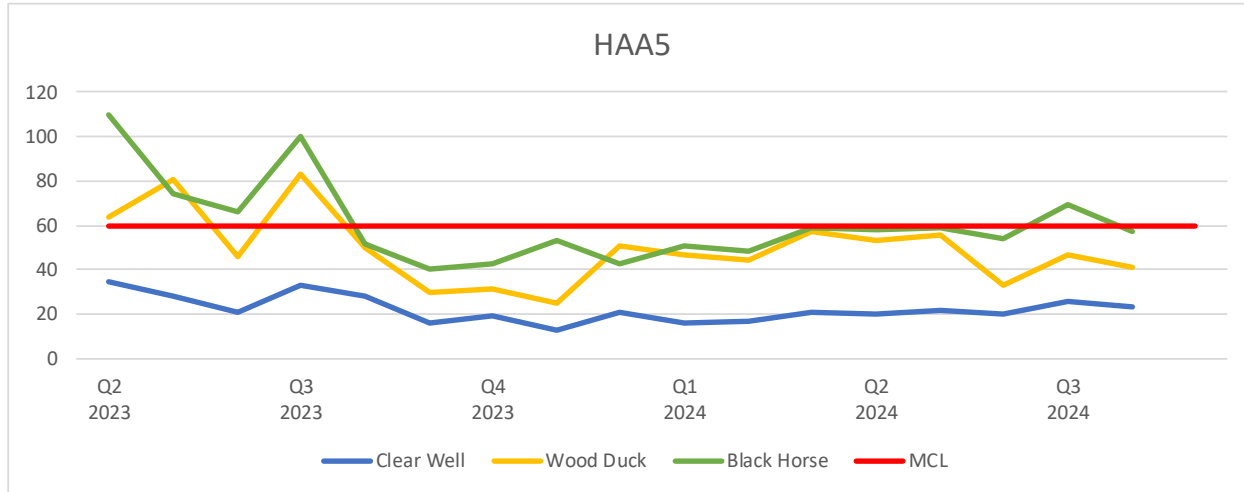
TOC	Q2 2023			Q3 2023			Q4 2023			Q1 2024			Q2 2024			Q3 2024		
Vintake TOC	2.6	2.3	2.5	2.3	2.4	2.2	2.2	2.1	2.1	2.8	1.9	2.1	2.2	2.1	2.3	2.2	0.9	
RW TOC	2.6	3.2	3.3	3.0	3.0	2.9	3.0	2.9	3.4	4.3	3.9	3.2	3.2	3.3	3.2	3.0	3.2	
TW TOC	2.3	2.2	1.9	2.2	2.1	1.7	1.9	1.5	1.7	1.9	1.5	1.9	2.1	1.7	2.1	1.9	2.2	
GAC Effluent			0.9	2.0	1.8	1.8	1.9	0.9	1.3	1.7	1.4	1.8	1.8	ND	1.5	1.6	1.9	



TTHM	Q2 2023			Q3 2023			Q4 2023			Q1 2024			Q2 2024			Q3 2024		
Clear Well	35	35	23	36	31	17	29	27	24	19	24	20	23	9	24	29	21	
Wood Duck	59	77	49	89	39	32	42	14	52	49	47	43	50	18	37	43	38	
Black Horse	70	76	67	100	44	42	46	53	41	56	62	46	58	26	59	61	48	
MCL	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80



HAA5	Q2 2023			Q3 2023			Q4 2023			Q1 2024			Q2 2024			Q3 2024		
Clear Well	35	28	21	33	28	16	19	13	21	16	17	21	20	22	20	26	23	
Wood Duck	64	81	46	83	50	30	31	25	51	47	44	57	53	56	33	47	41	
Black Horse	110	74	66	100	52	40	43	53	43	51	48	59	58	59	54	69	57	
MCL	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60



Operations and project updates

The Operations staff has made no major operational changes to the water treatment process since last month's report. The new TOC analyzer continues to monitor TOC at the outlet of filters 3 and 4 as well as the outlet of the GAC adsorbers.

The GAC adsorbers have been online on April 26, 2024. The previous GAC was coconut-based and was in service for 165 days in total. As of September 12, 2024, the new GAC is still showing 23% removal after 139 days in service. We did not collect daily data in the previous trial, so we do not have data for the 139th day of that trial. However, the previous GAC had already dropped to 13% removal after 131 days and 11% removal after 144 days. We will provide an additional update at the meeting.

We are currently looking into improvements at treatment plant chemical injection stations. This will enhance the Operator's ability to adjust chemical feed rates and obtain immediate feedback from those adjustments via SCADA.

Lastly, the draft contract documents for the construction of Vertical Intake 2, Phase 1 are included in this month's meeting under a separate item for review and approval. The current schedule is to have the installation of the new vertical intake completed in our low demand period but prior to the rainy season (between now and Thanksgiving). Once Phase 1 is completed, CHG will provide Staff with design criteria for the new pump and associated piping, valving, etc. (based on flow testing done after installation of the casing). Staff will use this information to design the new pump, wellhead, piping and valving for connecting the new intake to the existing Pump Station 1. A second vertical intake will increase our capacity for drawing water from the vertical intakes that is typically considerably lower in TOC than the water from the gallery wells. This allows us to lessen the organics in our raw water, leading to lower DBPs.

Fiscal Implications

The 5-year Capital Improvement Plan approved by your Board includes spending a total of \$1,000,000 for a DBP project(s) through Fiscal Year End 2027. The current year budget includes \$400,000 for a DBP project(s), as well as \$219,718 for the design and construction of Vertical Intake No. 2.

File: OPERATIONS_DBP

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Jeffrey A. Minnery, District Counsel

DATE: June 20, 2024

SUBJECT: Amendment of the Employment Agreement for the General Manager.

Recommendation

It is recommended that the Board approve an Amendment to the Employment Agreement for the General Manager.

Background and Discussion

The current General Manager is licensed as a Professional Engineer in Civil Engineering in the State of California. This Amendment shall modify the General Manager's Employment Agreement to include civil engineering services as follows:

- (A) Section 2.01 "Exhibit A" shall be amended to include in the revised job description as attached hereto as Exhibit A to this Fourth Amendment.
- (B) In all other respects, the Employment Agreement dated June 26, 2020, and all subsequent amendments will remain in full force and effect.

Fiscal Considerations

There is a considerable savings to the District by having a licensed Professional Engineer in Civil Engineering on staff.

Results

The General Manager also serves as the Chief Executive Officer of the District, accountable to the Board of Directors and responsible for enforcement of all District ordinances, policies, procedures, the conduct of all financial activities and the efficient and economical performance of the District's operations, and exercises general direction and supervision of all District staff.

Attachment: Amendment #4 to GM Employment Agreement

File: Personnel

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
EMPLOYMENT AGREEMENT**

AMENDMENT #4

THIS FOURTH AMENDMENT entered into this 19th day of September, 2024, will modify the Employment Agreement dated June 26, 2020, and amended on June 17, 2021, June 16, 2022, and June 20, 2024, by and between the Heritage Ranch Community Services District (“District”), through its Board of Directors, and Scott Duffield (“Manager”).

This Amendment shall modify the General Manager Employment Agreement to include civil engineering services as follows:

- (A) Section 2.01 “Exhibit A” shall be amended to include in the revised job description as attached hereto as Exhibit A to this Fourth Amendment.
- (B) In all other respects, the Employment Agreement dated June 26, 2020, and all subsequent amendments will remain in full force and effect.

IN WITNESS WHEREOF, the District and Manager have executed this Amendment on the day and year first written above.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Date: _____

By: _____
Dan Burgess, President

MANAGER

Date: _____

By: _____
Scott Duffield



HERITAGE RANCH COMMUNITY SERVICES DISTRICT

GENERAL MANAGER

DEFINITION

Under policy direction, plans, organizes, and provides administrative direction and oversight for all District functions and activities; provides policy guidance and program evaluation to the Board of Directors and staff; encourages and facilitates provision of services to District customers; provides services consistent with a licensed civil engineer, works with engineering professionals in the management of capital improvement and maintenance projects; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction by the Board of Directors. Exercises general direction and supervision of all District staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

The General Manager serves as the Chief Executive Officer of the District, accountable to the Board of Directors and responsible for enforcement of all District ordinances, policies, and procedures, the conduct of all financial activities and the efficient and economical performance of the District's operations. The General Manager is responsible for overseeing the design and construction of capital improvement projects, waterways, sewage treatment plants and other types of infrastructure.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, and administers operations of the District, either directly or through subordinate management and supervisory staff, in accordance with applicable laws, ordinances, and regulations, and adopted policies and objectives of the Board of Directors.
- Directs the development and implementation of goals, objectives, and programs for the Board of Directors and the District; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual capital improvement and operating budgets for the District; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the Board of Directors.
- Advises the Board of Directors on issues, programs, and financial status; prepares and recommends long- and short-range plans for District service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future District needs.
- Oversees the administration, construction, use and maintenance of all District infrastructure, assets, and facilities.
- Works with District engineering consultants in the management of capital improvement and maintenance projects through all phases including planning, design, construction, and close-out.

- Develops consultant requests for proposal for professional and/or construction services; evaluates proposals and recommends project award; coordinates with legal counsel to determine District needs and requirements for contractual services; negotiates contracts and agreements and administers same after award; ensures contractor compliance with District standards and specifications and contract timeline and budget estimates; analyzes and resolves complex problems that may arise; recommends and approves field changes.
- Represents the District and the Board of Directors in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory and legislative organizations; acts as the District liaison with the media.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District.
- Oversees the selection, training, professional development, and work evaluation of District staff; oversees the implementation of effective employee relations and related programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Ensures that the Board of Directors is kept informed of District functions, activities, and financial status, and of legal, social, and economic issues affecting District activities.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of water and wastewater operations and maintenance and solid waste services; researches emerging products and enhancements and their applicability to District needs.
- Monitors changes in laws, regulations, and technology that may affect District operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, budget development and administration, contract negotiation and administration, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices, and procedures of public administration.
- Functions, services, and funding sources of a public government agency.
- Functions, authority, responsibilities, and limitations of an elected Board of Directors.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to special district operations.
- Current social, political, and economic trends affecting the District and its service provision.
- Principles and procedures of record-keeping and reporting.
- Modern office practices, methods, and computer equipment and applications related to work, including word processing and spreadsheet software.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- Civil engineering

Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the District.
- Work cooperatively with, provide staff support to, and implement the policies of the Board of Directors.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Oversee all District financial activities, including the development and implementation of the District budget and the control of all expenditures and purchases.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local laws, rules, regulations, policies, and procedures.
- Effectively represent the District in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations and the media.
- Direct the preparation of and prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Use sound independent judgment within general legal, policy, and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to graduation from an accredited four-year college or university with major coursework in public or business administration, public policy, finance, accounting, engineering, or a related field and five (5) years of management or administrative experience, preferably in a public agency reporting to an elected Board or Council.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- Possession of, or ability to obtain, a Grade I Water Treatment Operator Certificate (T1) issued by the California State Water Resources Control Board (SWRCB) Drinking Water Department within two (2) years of employment.
- Ability to pass the Grade I Wastewater Treatment Operator Certificate exam issued by the California SWRCB within two (2) years of employment.

PHYSICAL DEMANDS

Must possess mobility to work in an office setting and use standard office equipment, including a computer, and in the field and standard wastewater and water treatment plant and related facilities; strength, stamina, and mobility to inspect various District sites; to operate a motor vehicle and to visit District and meeting sites; vision to read printed materials and a computer screen; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. The job involves frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds and heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

The employee works in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances. The employee occasionally works in the field and may be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. The employee interfaces with staff, management, and the public in providing customer service, explaining District policies and procedures, and requesting and providing information.

EFFECTIVE: January 2016
DEPARTMENT: Administration
FLSA: Exempt

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: September 19, 2024

SUBJECT: Receive the 50%-design submittal for the Water Resource Recovery Facility upgrade project, and direct staff to use the engineer's opinion of probable costs to inform the sewer rate study.

Recommendation

It is recommended that the Board of Directors:

1. Receive the 50%-design submittal for the Water Resource Recovery Facility upgrade project; and
2. Direct staff to use the engineer's opinion of probable costs to inform the sewer rate study.

Background

Since March 2021, your Board has been pursuing the Water Resource Recovery Facility project (Project), and authorized a sewer rate study at the October 19, 2023, meeting, subsequently directing staff to hold on the rate study allowing refinement of the design to provide for a more accurate engineer's opinion of probable costs.

Discussion

The 50%-design submittal includes draft 50%-design level plans, the table of contents for the technical specifications, and the engineer's opinion of probable costs, and are being provided by our Project engineer, Hydro Science, to receive and file. The engineer's opinion of probable costs will inform the sewer rate study being performed by Tuckfield & Associates. It is anticipated that the sewer rate study will be presented to your Board for approval at the regular meeting of November 21, 2024, with the public hearing to adopt the sewer rates targeted for the regular meeting of January 16, 2025.

Financial Considerations

The FY 2024/25 Budget includes budget from cash reserves for design phase services only. A successful Proposition 218 process will need to follow to provide funding for the Project.

Funding and financing providers, including Federal and/or State agencies such as USDA and/or Department of Water Resources, require a financial analysis and will need assurance that the Project can be paid for prior to any funding approval, i.e., rates are, or are going to be in place at the time of funding approval.

Staff and the finance team are working closely with the design team and the rate consultant.

Results

Support of staff and consultants, the rate study, and finance team, will provide the community with cost-effective, adaptable wastewater treatment that achieves reliable compliance and sustainably meets the long-term needs of the community and environment.

Attachments: Draft 50%-Design Level Plans
Table of Contents for the Technical Specifications
Engineer's Opinion of Probable Costs
(All Clerks File)

File: Projects_WRRF

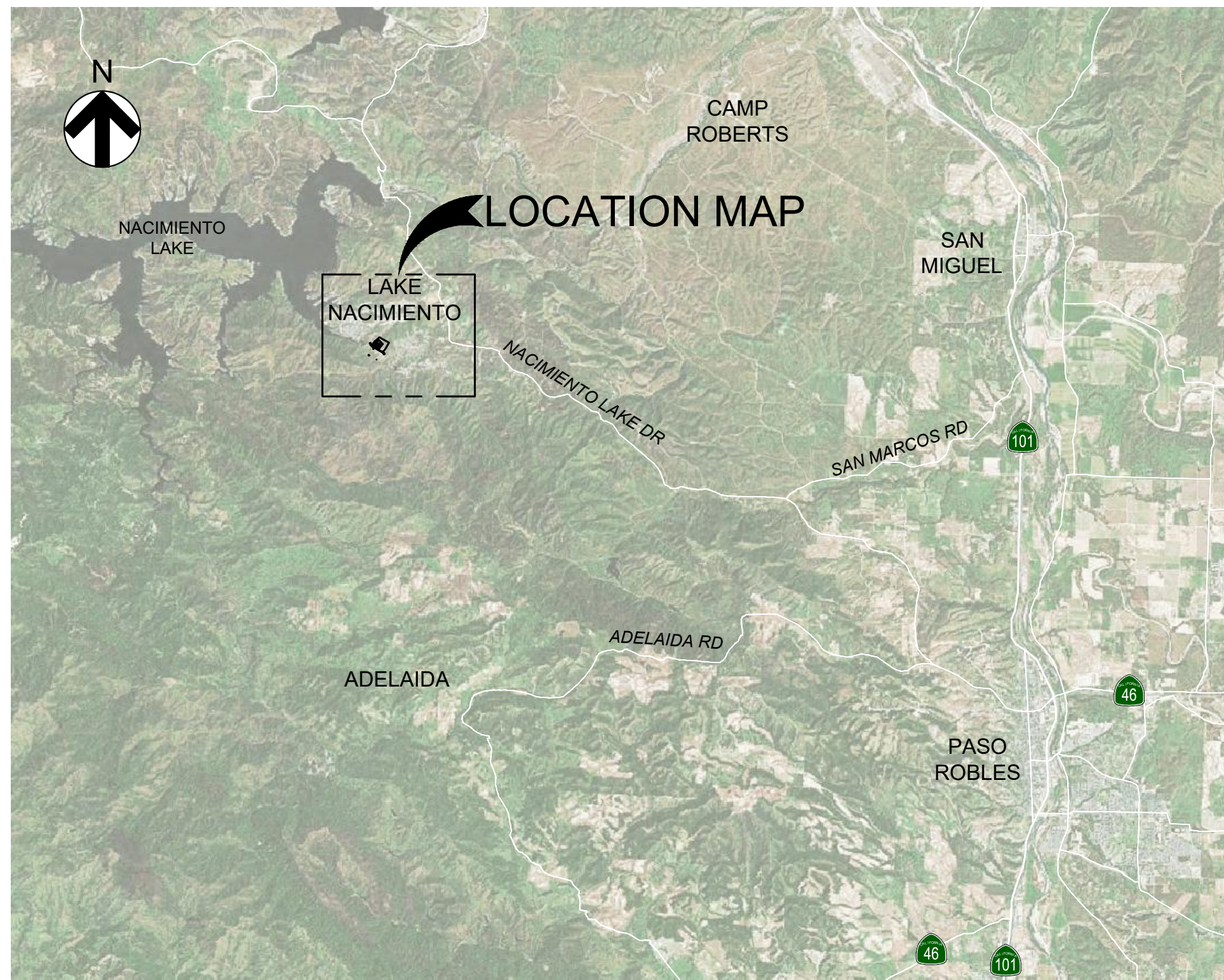


HERITAGE RANCH COMMUNITY SERVICES DISTRICT

HYDROSCIENCE PROJECT NO.: 500-002

HERITAGE RANCH WRRF

50% SUBMITTAL SEPTEMBER 2024




VICINITY MAP
SCALE: 1" = 2 MILES



LOCATION MAP
SCALE: 1" = 1/4 MILE

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 10569 OLD PLACERVILLE RD SACRAMENTO, CA 95827 OFFICE: (916)364-1490 www.hydroscience.com	PAPER SIZE: 22X34 (ANSI D) THIS BAR IS 1 INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.	JOB NO. : 500-002 DATE: 9/13/2024 DRAWN BY: AGP DESIGNED BY: KKF PROJ. MGR.: CML	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REV</th> <th style="width: 70%;">DESCRIPTION</th> <th style="width: 10%;">DATE</th> <th style="width: 15%;">APVD</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV	DESCRIPTION	DATE	APVD					HERITAGE RANCH COMMUNITY SERVICES DISTRICT	HERITAGE RANCH WRRF	TITLE SHEET, VICINITY MAP AND LOCATION MAP	50% SUBMITTAL SEPT 2024	G001 <small>DRAWING NUMBER</small> <hr/> <small>SHEET 1 OF 98</small>
	REV	DESCRIPTION	DATE	APVD												
REVISIONS																

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DRAWING INDEX

SHEET NO.	DWG NO.	DRAWING TITLE
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2	G002	DRAWING INDEX
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4	G004	GENERAL NOTES
5	G005	HYDRAULIC PROFILE AND DESIGN CRITERIA
6	G006	PROCESS FLOW DIAGRAM
7	G007	DESIGN CRITERIA
8	G008	SURVEY CONTROL
CIVIL		
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10	C002	SITE DEMOLITION PLAN
11	C003	WWTP HORIZONTAL CONTROL PLAN
12	C004	WWTP GRADING AND DRAINAGE PLAN
13	C005	WWTP YARD PIPING PLAN
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28	M200	WWTP MEMBRANE BIOREACTOR FACILITY PLAN
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31	M203	WWTP CHEMICAL AREA PLAN & SECTION
32	M204	WWTP SLUDGE DEWATERING SYSTEM PLAN & SECTION
33	M205	WWTP EFFLUENT STORAGE TANK AND PUMP STATION PLAN
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35	M207	3W PUMP STATION & FORCE MAIN
36	M300	POND 1 RETURN PUMP STATION PLAN & SECTION
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SHEET NO.	DWG NO.	DRAWING TITLE
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58	E016	ELECTRICAL ONE LINE DIAGRAM CP-DWS & CP-CSR
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68	E200	WWTP ELECTRICAL OVERALL SITE PLAN
69	E201	WWTP TREATMENT FACILITIES ELECTRICAL SITE PLAN
70	E202	WWTP ELECTRICAL GROUNDING PLAN
71	E300	WWTP EFFLUENT PUMP STATION PLAN
72	E301	OVERALL ELECTRICAL SITE PLAN
73	E900	ELECTRICAL DETAILS - 1
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SHEET NO.	DWG NO.	DRAWING TITLE
INSTRUMENTATION		
75	I001	STANDARD PROCESS & INSTRUMENTATION SYMBOLS, LEGENDS & ABBREVIATIONS
76	I002	P&ID SYMBOLS, LEGENDS & ABBREVIATIONS
77	I100	PROCESS AND INSTRUMENTATION - 1
78	I101	PROCESS AND INSTRUMENTATION - 2
79	I102	PROCESS AND INSTRUMENTATION - 3
80	I103	PROCESS AND INSTRUMENTATION - 4
81	I104	PROCESS AND INSTRUMENTATION - 5
82	I105	PROCESS AND INSTRUMENTATION - 6
83	I106	PROCESS AND INSTRUMENTATION - 7
84	I206	P&ID 8 - PACKAGED MBR
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86	I208	P&ID 10 - PACKAGED MBR
87	I209	P&ID 11 - PACKAGED MBR
88	I210	P&ID 12 - PACKAGED MBR
89	I211	P&ID 13 - PACKAGED MBR
90	I212	P&ID 14 - PACKAGED MBR
91	I213	P&ID 15 - PACKAGED MBR
92	I214	P&ID 16 - PACKAGED MBR
93	I215	P&ID 17 - PACKAGED MBR
94	I216	P&ID 18 - PACKAGED MBR
95	I217	P&ID 19 - EFFLUENT STORAGE TANK & 3W PUMP STATION
96	I218	P&ID 20 - EFFLUENT PUMP STATION
97	I219	P&ID 21 - SLUDGE DEWATERING SYSTEM
98	I300	P&ID 22 - POND 1 RETURN PUMP STATION

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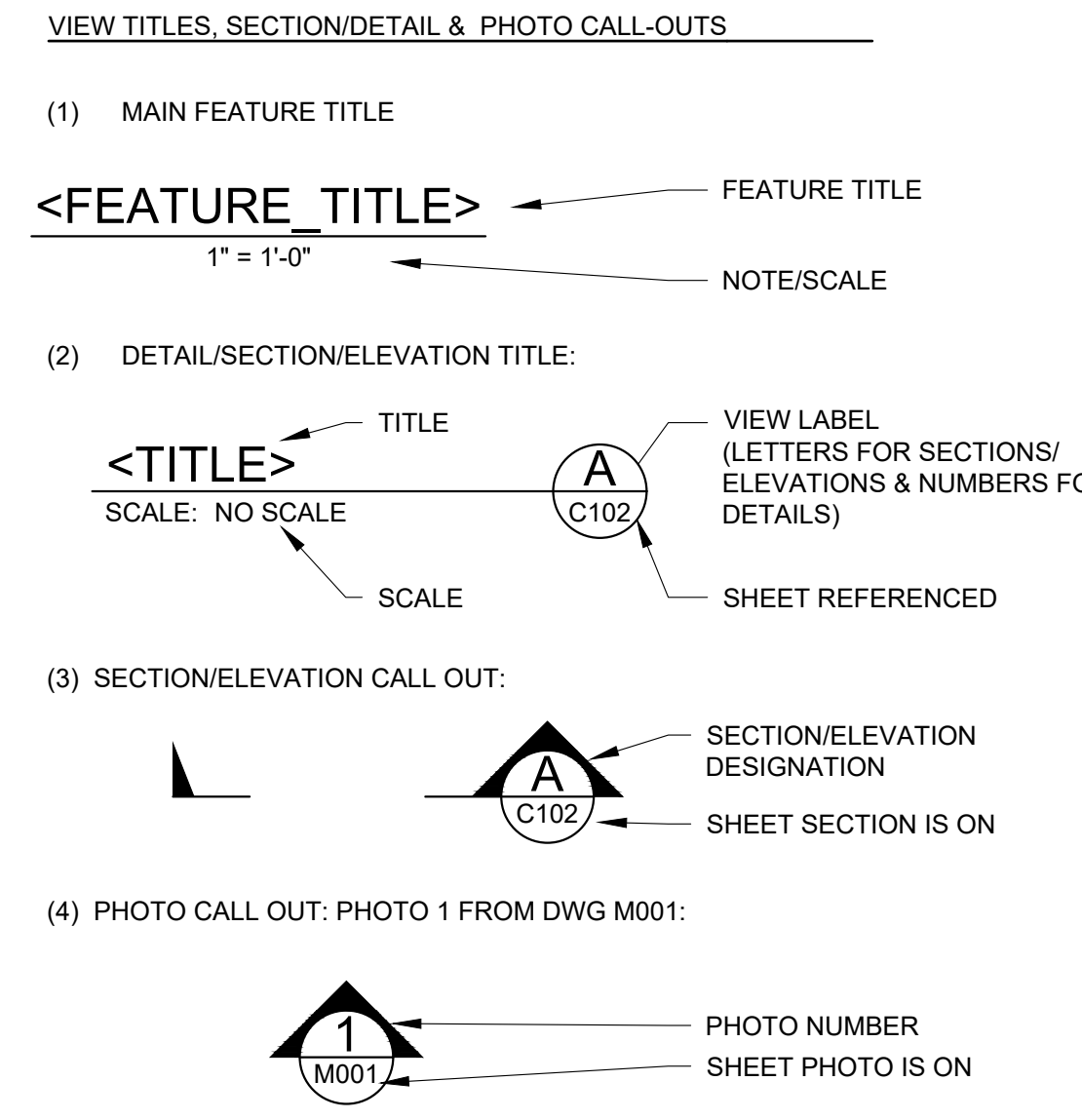
LINE LEGENDS

Table with 2 columns: Symbol and Description. Includes GENERAL LEGEND (Centerline, Building, Concrete, Equipment, etc.) and CIVIL LEGEND (Piping to be abandoned, Water Main Pipe, Sewer Force Main, etc.).

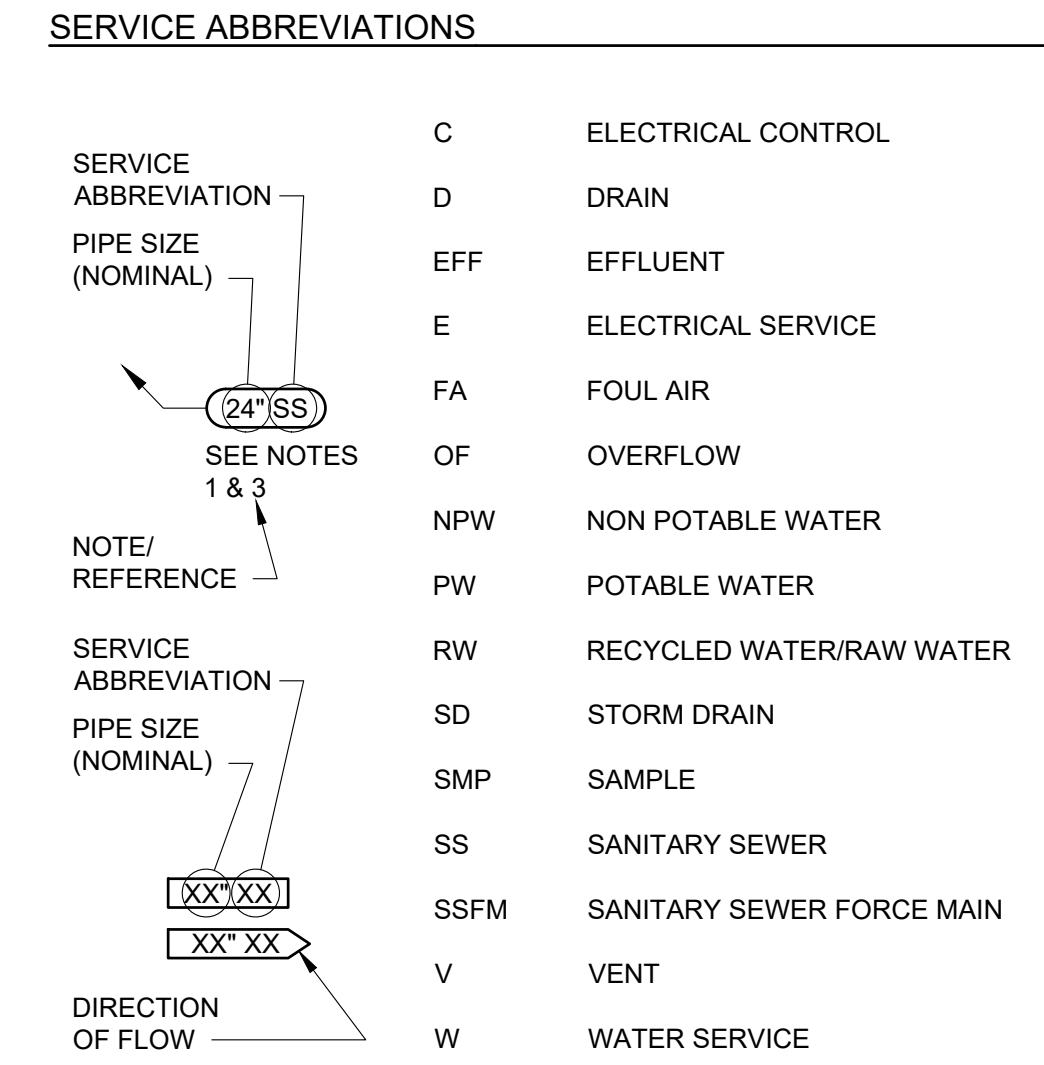
GENERAL SYMBOLS

Table with 2 columns: Symbol and Description. Includes MISCELLANEOUS SYMBOLS (Single line continuation, Double line continuation, etc.) and TYPICAL PIPING SYMBOLS (Sanitary Sewer Manhole, Storm Drain Manhole, etc.).

REFERENCE LABELS



SERVICE IDENTIFICATION SYSTEM



PATTERNS LEGEND

Table with 3 columns: Pattern, NEW, and EXISTING. It lists various hatching patterns used for different materials like concrete, steel, and demolition areas.

ABBREVIATIONS

Large table of abbreviations organized by letter (A through W). Each entry includes the abbreviation and its full name, such as 'A' for Anchor Bolt/Aggregate Base and 'W' for Water/West.

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REVISIONS table with columns: REV, DESCRIPTION, DATE, APVD.

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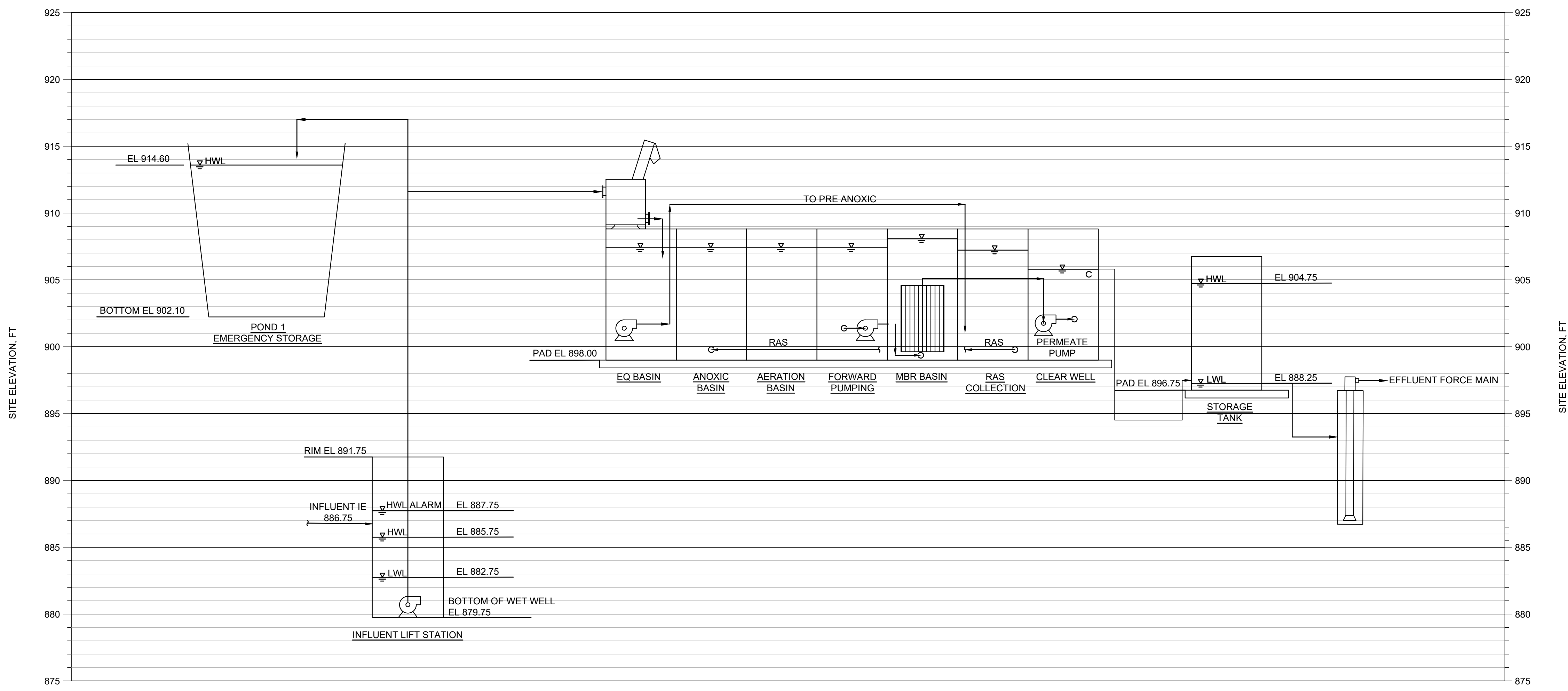
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STANDARD LEGENDS, PATTERNS, LABELS, SYMBOLS, ABBREVIATIONS, AND SERVICE ID SYSTEM

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REV	DESCRIPTION	DATE	APVD
REVISIONS			

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HERITAGE RANCH WRRF

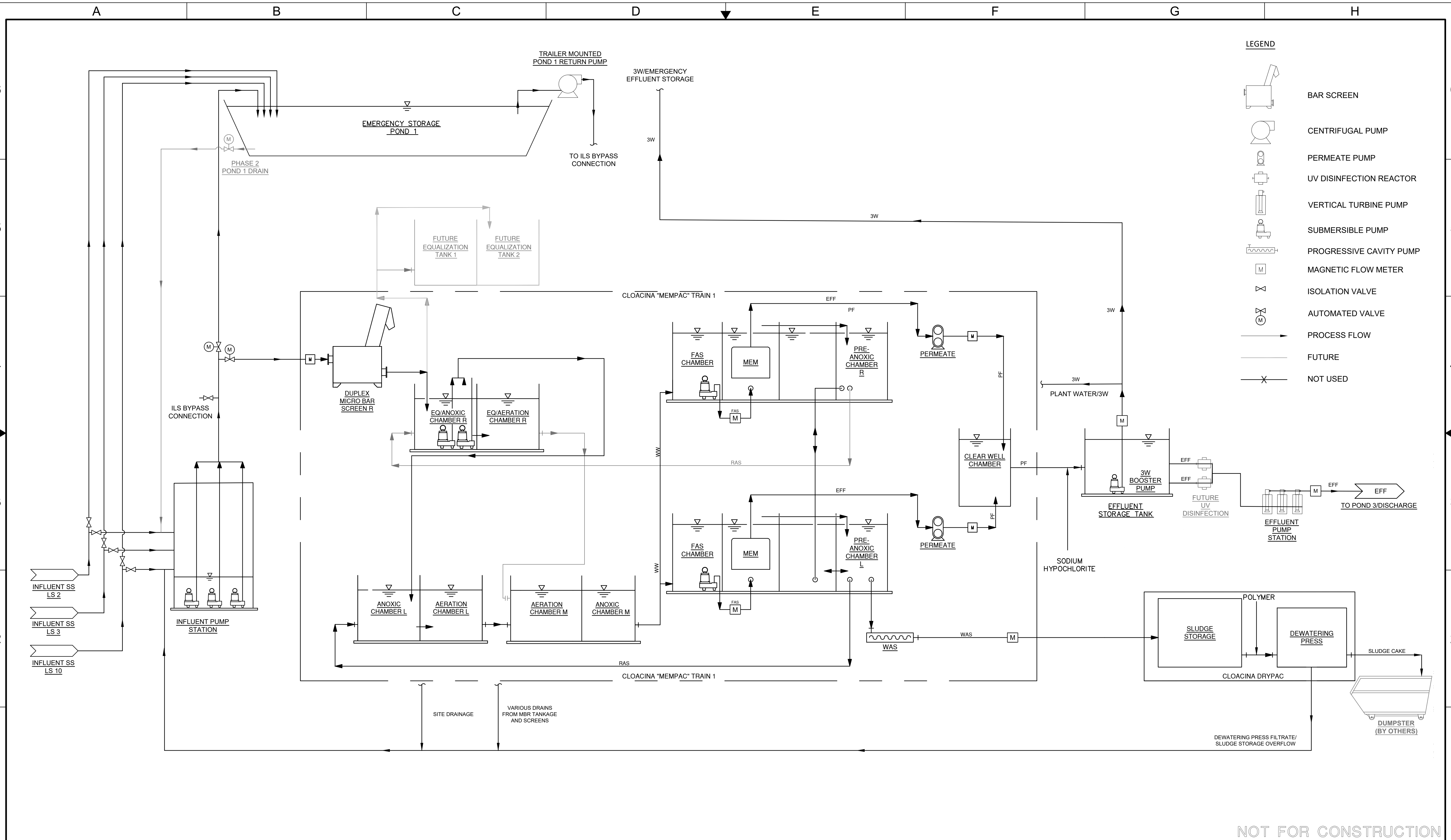
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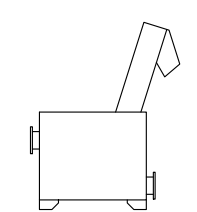
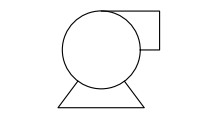
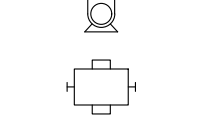
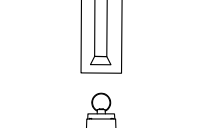
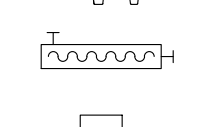

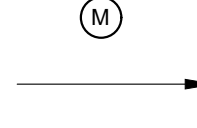
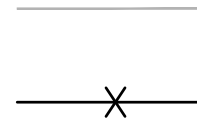


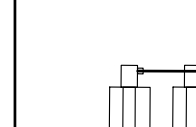
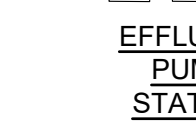

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- LEGEND**
-  BAR SCREEN
 -  CENTRIFUGAL PUMP
 -  PERMEATE PUMP
 -  UV DISINFECTION REACTOR
 -  VERTICAL TURBINE PUMP
 -  SUBMERSIBLE PUMP
 -  PROGRESSIVE CAVITY PUMP
 -  MAGNETIC FLOW METER
 -  ISOLATION VALVE
 -  AUTOMATED VALVE
 -  PROCESS FLOW
 -  FUTURE
 -  NOT USED

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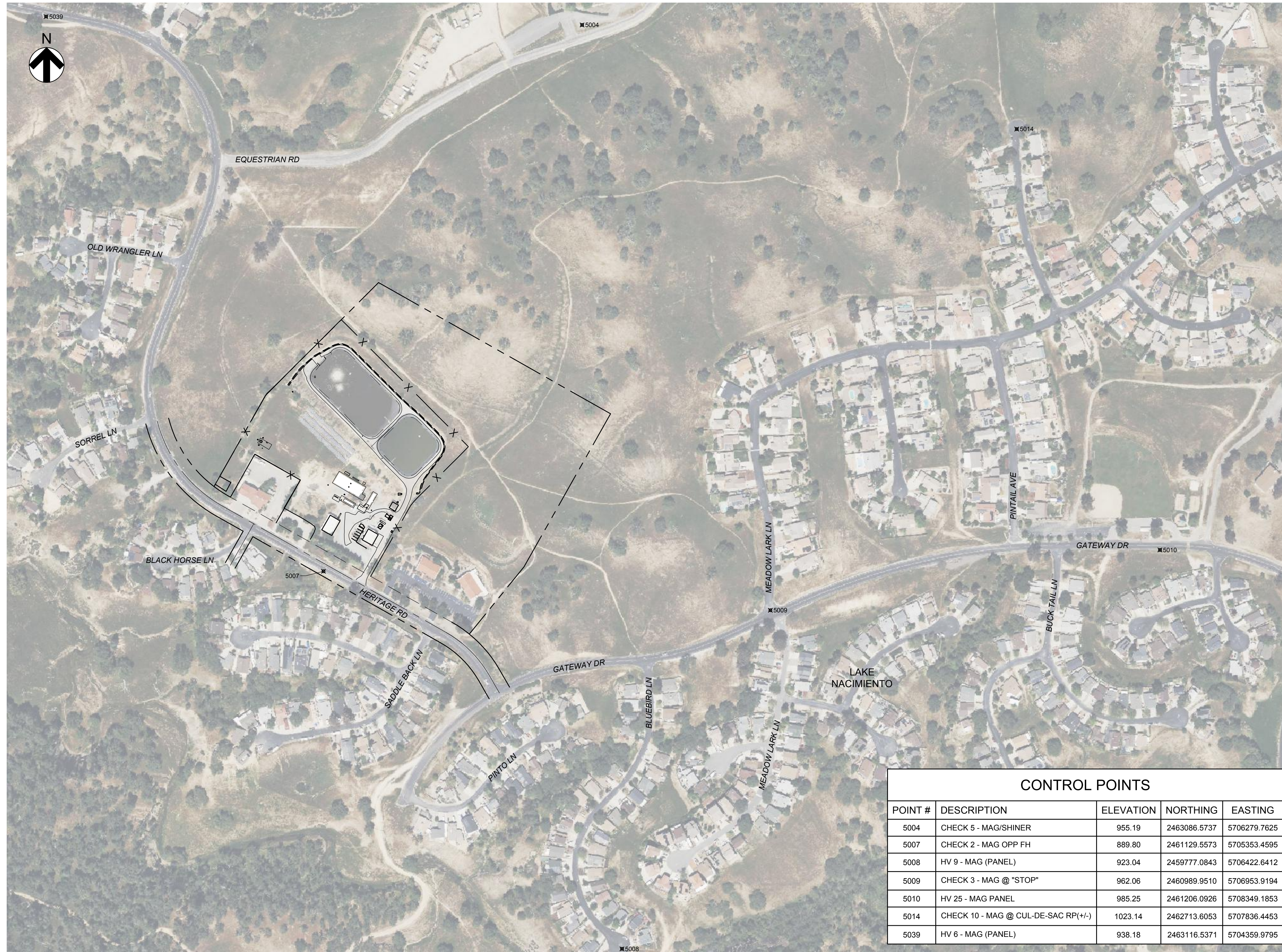
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PROCESS FLOW DIAGRAM

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SURVEYOR'S NOTES

- NO TITLE REPORTS WERE PROVIDED TO THE SURVEYOR. EASEMENTS WHICH MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN PLOTTED.
- ONLY THE SURFACE EVIDENCE OF UNDERGROUND UTILITIES HAVE BEEN MEASURED IN THE FIELD ON THIS SURVEY. IF APPROXIMATE UNDERGROUND ALIGNMENTS ARE SHOWN, I MAKE NO WARRANTY AS TO THE ACTUAL LOCATION, TYPE, OR DEPTH OF THOSE UNDERGROUND UTILITIES. CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-642-2444 TO VERIFY THE ACTUAL LOCATION OF UTILITIES PRIOR TO ANY EXCAVATION. THE SURVEYOR ALSO HAS MADE NO INVESTIGATION AS TO THE SUBSURFACE ENVIRONMENTAL CONDITIONS THAT WOULD AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THE SIGNED AND SEALED ORIGINAL DRAWING OF THIS MAP CONSTITUTES THE FINAL WORK PRODUCT. MBS LAND SURVEYS WILL NOT BE LIABLE FOR ELECTRONIC VERSIONS OF THIS MAP PROVIDED TO OTHER PARTIES.
- THE BOUNDARY LINES SHOWN HEREON WERE COMPILED FROM RECORD INFORMATION (I.E. RECORDED MAPS OR DEEDS) AND ARE NOT INTENDED TO REPRESENT THE TRUE OR ACTUAL BOUNDARY LINES OF THE SUBJECT PROPERTY. TO DETERMINE THE ACTUAL BOUNDARIES OF THE PARCEL WILL REQUIRE A COMPLETE BOUNDARY SURVEY, THE SETTING OR PROPERTY MONUMENTS AND THE FILING OF A CORNER RECORD OR RECORD OF SURVEY IN CONFORMANCE WITH STATE LAW (LS ACT SEC. 8762). APPROXIMATE DIMENSIONAL TIES FROM THE BOUNDARY LINES SHOWN TO PHYSICAL FEATURES (E.G. BUILDINGS, FENCES, WALLS OR TREES, ETC.) SHOWN ON THIS MAP CAN BE DERIVED BY SCALING THE FINISHED WORK PRODUCT WHICH IS PLOTTED AT THE SCALE INDICATED.

BEARINGS OF COORDINATES AND BEARINGS

THE COORDINATES AND BEARINGS AS MEASURED AND SHOWN HEREON ARE ON GRID AND ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1993, CCS83, ZONE 5 0405, (1991.35 EPOCH) IN ACCORDANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, NGS, CAL TRANS, OR EQUIVALENT STATIONS.

BASIS OF BEARINGS IS BASED UPON AN INVERSE (BEARING N57° 27' 49"E) BETWEEN THE FOLLOWING TWO STATIONS PROVIDED BY JOANN HEAD, LS:

REFERENCED CONTROL STATIONS CONNECTED:

STATION	NORTHING(FT)	EASTING(FT)	ELEV.	VERT. DATUM	
5007	2,461,129.5338	5,705,353.4570	889.8	NAVD88	AERIAL CONTROL TARGET
5014	2,462,713.6152	5,707,836.4931	1023.1	NAVD88	AERIAL CONTROL TARGET

MAPPING ANGLE AND GRID FACTOR:

STATION	NORTHING(FT)	EASTING(FT)	MAPPING ANGLE	COMB. FACTOR	ELEV.(88)	ELLIP.
5007	2,461,129.534	5,705,353.457	-1°38'39.894"	0.9999715	1023.1	774.2011

MEASURED DISTANCES SHOWN HEREON OR INVERSED FROM COORDINATES SHOWN HEREON ARE IN REFERENCE TO CCS83. TO APPROXIMATE LOCAL GROUND DISTANCES DIVIDED BY THE COMBINATION FACTOR PROVIDED HEREON.

BENCH MARK:
THE INITIAL BENCH MARK FOR THIS PROJECT IS AN OPUS SOLUTION BY JOANN HEAD, LS.

SITE DATA:
ADDRESS: HERITAGE RANCH CSD WWTP, PASO ROBLES
ASSESSOR'S PARCEL NO. 012-181-085

BASIS OF SURVEY:
THIS MAP REPRESENTS AN AERIAL TOPOGRAPHIC SURVEY PERFORMED BY CENTRAL COAST AERIAL MAPPING, PHOTOGRAPHY DATED JUNE 11TH, 2019. JOB NO 21-276. WITH GROUND CONTROL SET BY JOANN HEAD, AND SUPPLEMENTAL TOPOGRAPHIC SURVEYING BY MBS LAND SURVEYS FEBRUARY 2ND 2022.
CONTACT: ROBERT LAFICA, CCAM, 805-543-4307.

CONTROL POINTS				
POINT #	DESCRIPTION	ELEVATION	NORTHING	EASTING
5004	CHECK 5 - MAG/SHINER	955.19	2463086.5737	5706279.7625
5007	CHECK 2 - MAG OPP FH	889.80	2461129.5573	5705353.4595
5008	HV 9 - MAG (PANEL)	923.04	2459777.0843	5706422.6412
5009	CHECK 3 - MAG @ "STOP"	962.06	2460989.9510	5706953.9194
5010	HV 25 - MAG PANEL	985.25	2461206.0926	5708349.1853
5014	CHECK 10 - MAG @ CUL-DE-SAC RP(+/-)	1023.14	2462713.6053	5707836.4453
5039	HV 6 - MAG (PANEL)	938.18	2463116.5371	5704359.9795

SURVEY CONTROL
SCALE: 1" = 200'

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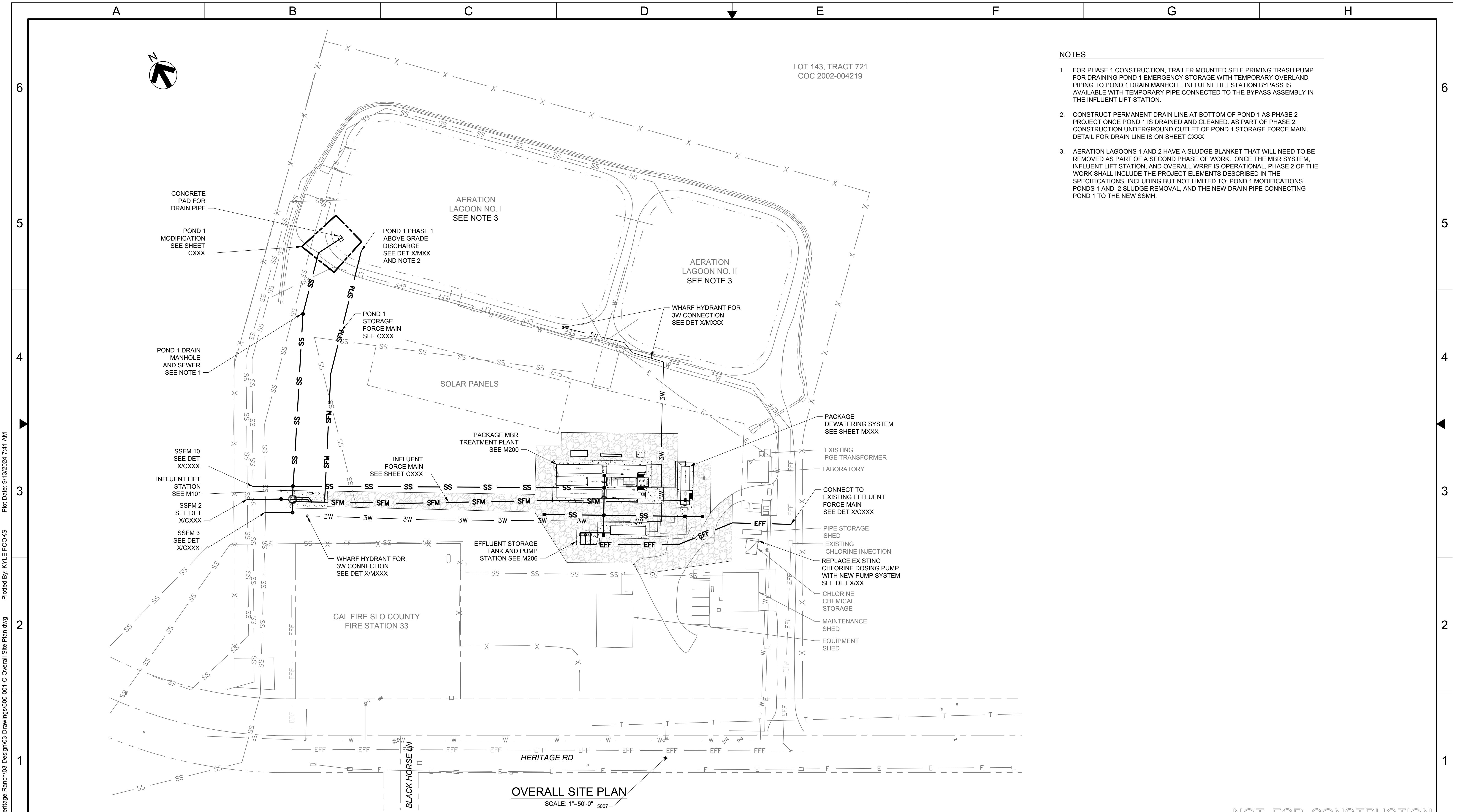
HERITAGE RANCH WRRF

SURVEY CONTROL

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- NOTES**
- FOR PHASE 1 CONSTRUCTION, TRAILER MOUNTED SELF PRIMING TRASH PUMP FOR DRAINING POND 1 EMERGENCY STORAGE WITH TEMPORARY OVERLAND PIPING TO POND 1 DRAIN MANHOLE. INFLUENT LIFT STATION BYPASS IS AVAILABLE WITH TEMPORARY PIPE CONNECTED TO THE BYPASS ASSEMBLY IN THE INFLUENT LIFT STATION.
 - CONSTRUCT PERMANENT DRAIN LINE AT BOTTOM OF POND 1 AS PHASE 2 PROJECT ONCE POND 1 IS DRAINED AND CLEANED, AS PART OF PHASE 2 CONSTRUCTION UNDERGROUND OUTLET OF POND 1 STORAGE FORCE MAIN. DETAIL FOR DRAIN LINE IS ON SHEET CXXX
 - AERATION LAGOONS 1 AND 2 HAVE A SLUDGE BLANKET THAT WILL NEED TO BE REMOVED AS PART OF A SECOND PHASE OF WORK. ONCE THE MBR SYSTEM, INFLUENT LIFT STATION, AND OVERALL WRRF IS OPERATIONAL, PHASE 2 OF THE WORK SHALL INCLUDE THE PROJECT ELEMENTS DESCRIBED IN THE SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: POND 1 MODIFICATIONS, PONDS 1 AND 2 SLUDGE REMOVAL, AND THE NEW DRAIN PIPE CONNECTING POND 1 TO THE NEW SSMH.

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 DESIGNED BY: KKF
 PROJ. MGR.: CML

REV	DESCRIPTION	DATE	APVD

HERITAGE RANCH
 COMMUNITY SERVICES
 DISTRICT

HERITAGE RANCH WRRF

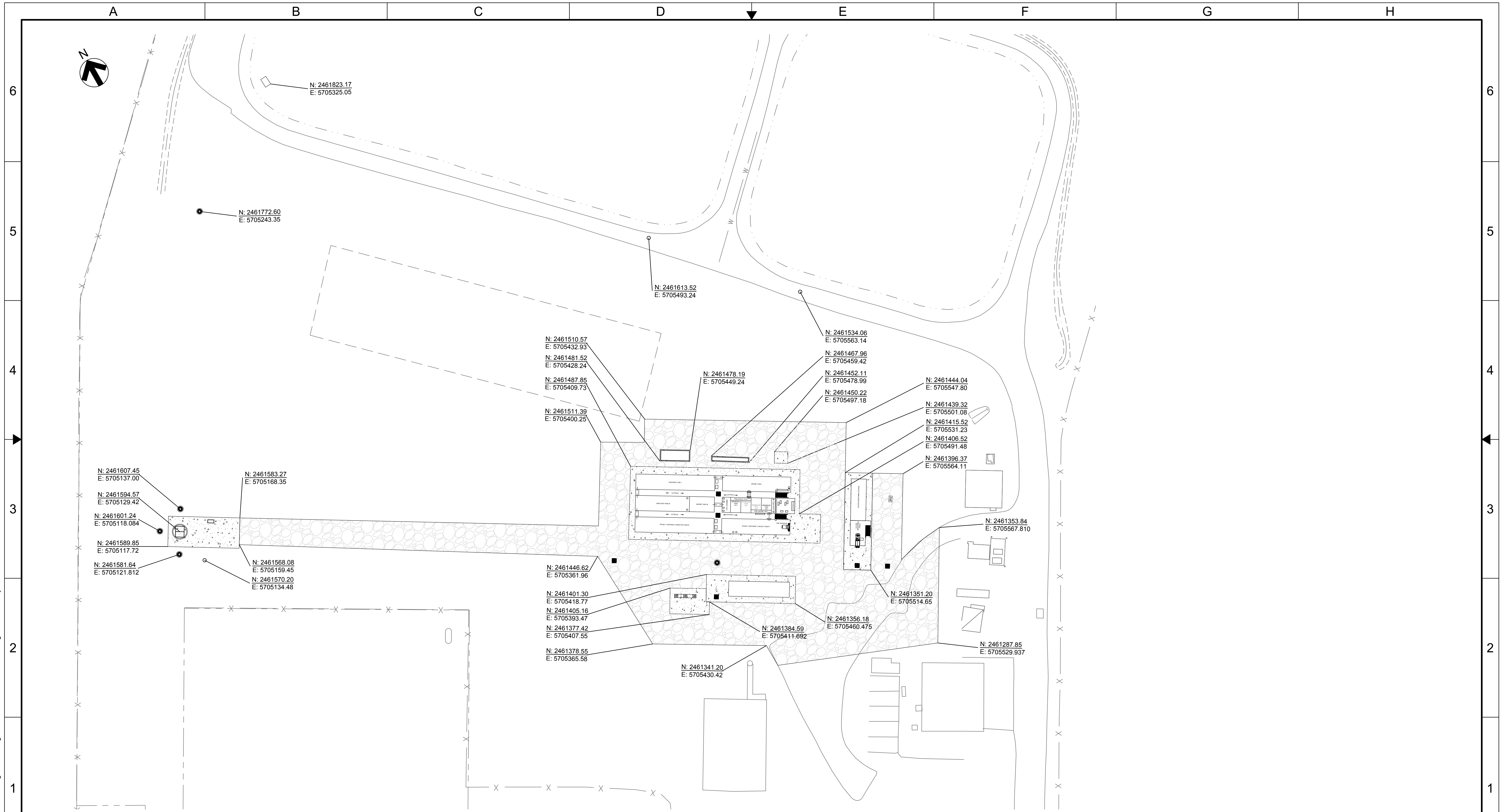
OVERALL SITE PLAN

50%
 SUBMITTAL
 SEPT 2024

C001
 DRAWING NUMBER
 SHEET 9 OF 98

NOT FOR CONSTRUCTION

File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-C-Horizontal Control.dwg Plotted By: KYLE FOOKS Plot Date: 9/13/2024 7:46 AM



WWTP HORIZONTAL CONTROL PLAN
SCALE: 1"=30'-0"

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DESIGNED BY: KKF
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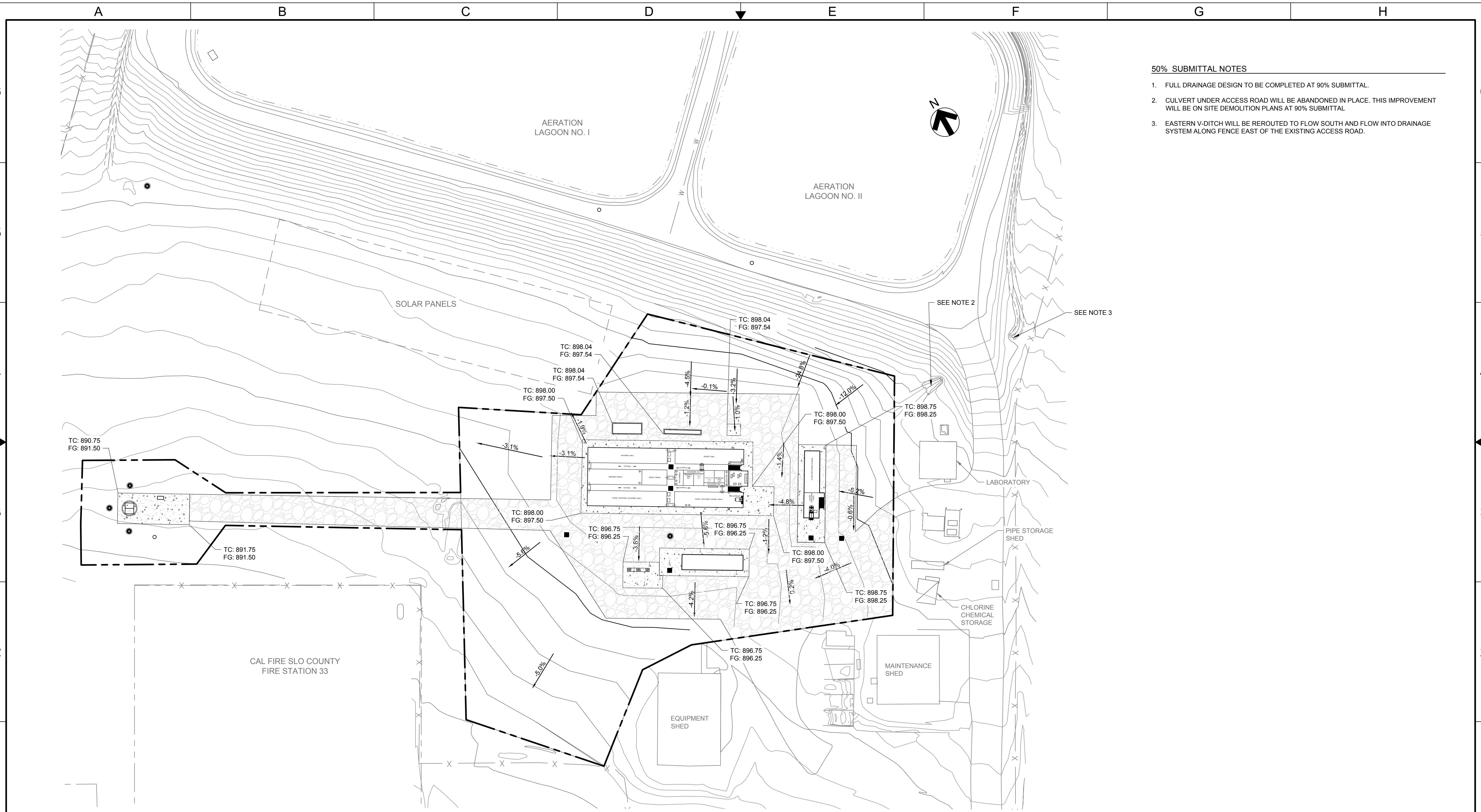
HORIZONTAL CONTROL
PLAN

50%
SUBMITTAL
SEPT 2024

C003
DRAWING NUMBER
SHEET 11 OF 98

A B C D E F G H

Plot Date: 9/13/2024 7:49 AM
Plotted By: KYLE FOOKS
File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-C-WWTP Vertical Control and Drainage Plan.dwg



- 50% SUBMITTAL NOTES**
- 1. FULL DRAINAGE DESIGN TO BE COMPLETED AT 90% SUBMITTAL.
 - 2. CULVERT UNDER ACCESS ROAD WILL BE ABANDONED IN PLACE. THIS IMPROVEMENT WILL BE ON SITE DEMOLITION PLANS AT 90% SUBMITTAL
 - 3. EASTERN V-DITCH WILL BE REROUTED TO FLOW SOUTH AND FLOW INTO DRAINAGE SYSTEM ALONG FENCE EAST OF THE EXISTING ACCESS ROAD.

WWTP GRADING AND DRAINAGE PLAN
SCALE: 1"=30'-0"

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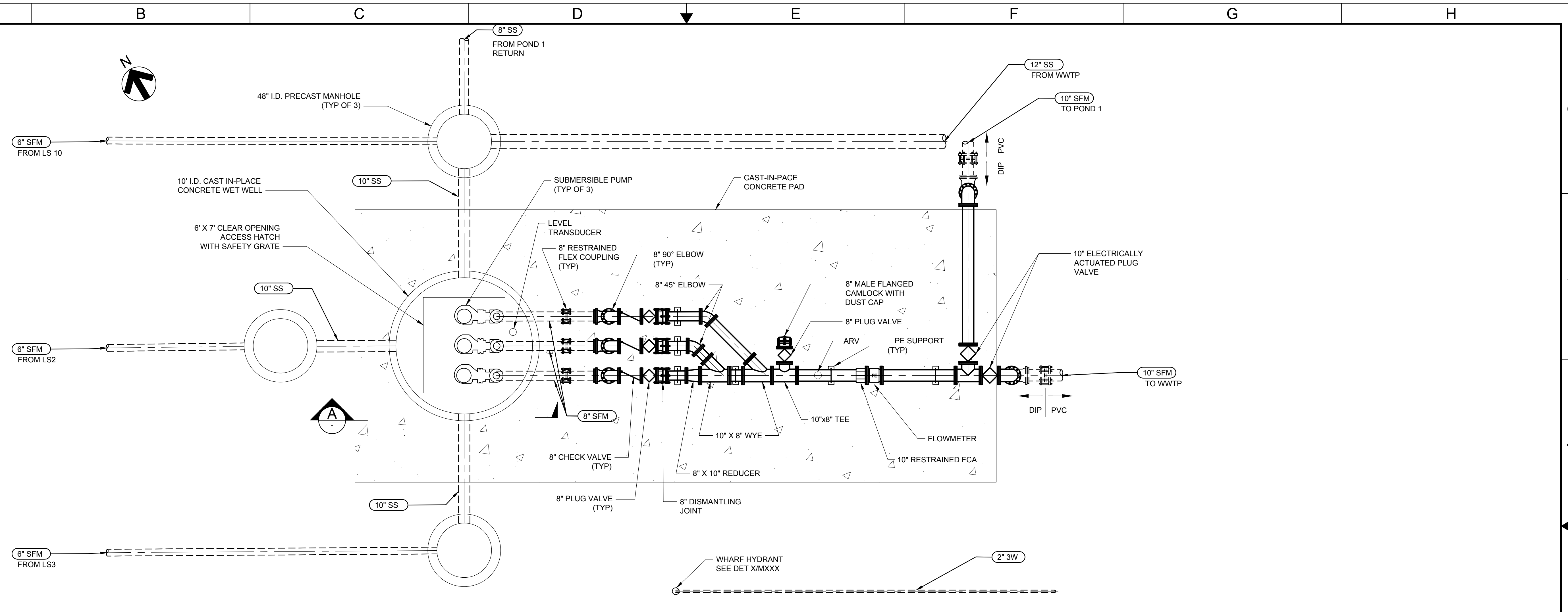
WWTP
GRADING AND
DRAINAGE PLAN

50%
SUBMITTAL
SEPT 2024

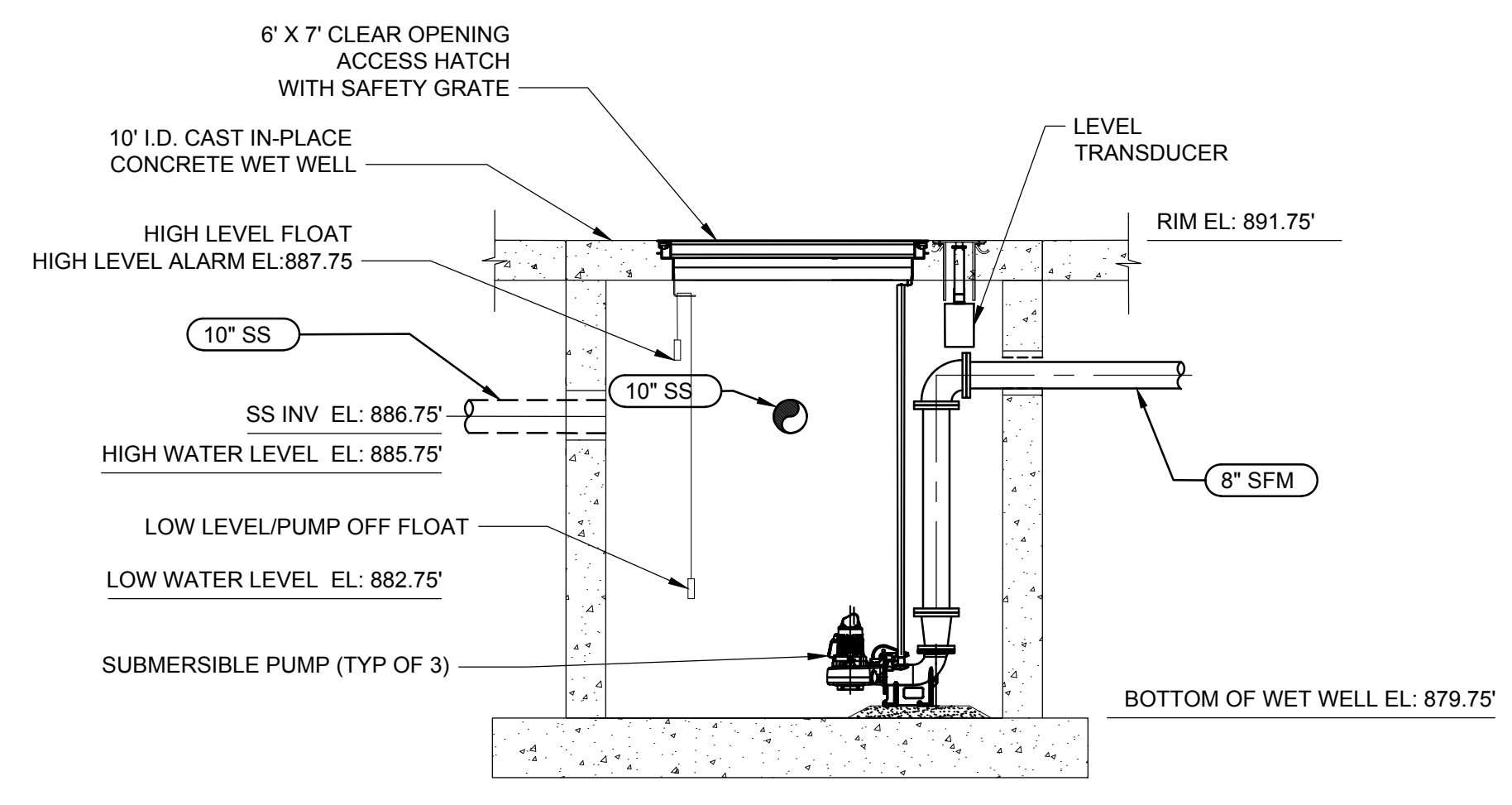
C004
DRAWING NUMBER
SHEET 12 OF 98

A B C D E F G H

File Name: K:\common\Projects\600-Heritage Ranch\03-Design\03-Drawings\600-001-M-SSLS Plan & Section.dwg
 Plotted By: KYLE FOOKS
 Plot Date: 9/13/2024 9:38 AM



INFLUENT SLSS PLAN
 SCALE: 1/4" = 1'-0"



INFLUENT SLSS SECTION A
 SCALE: 1/4" = 1'-0"

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REV	DESCRIPTION	DATE	APVD

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 COMMUNITY SERVICES
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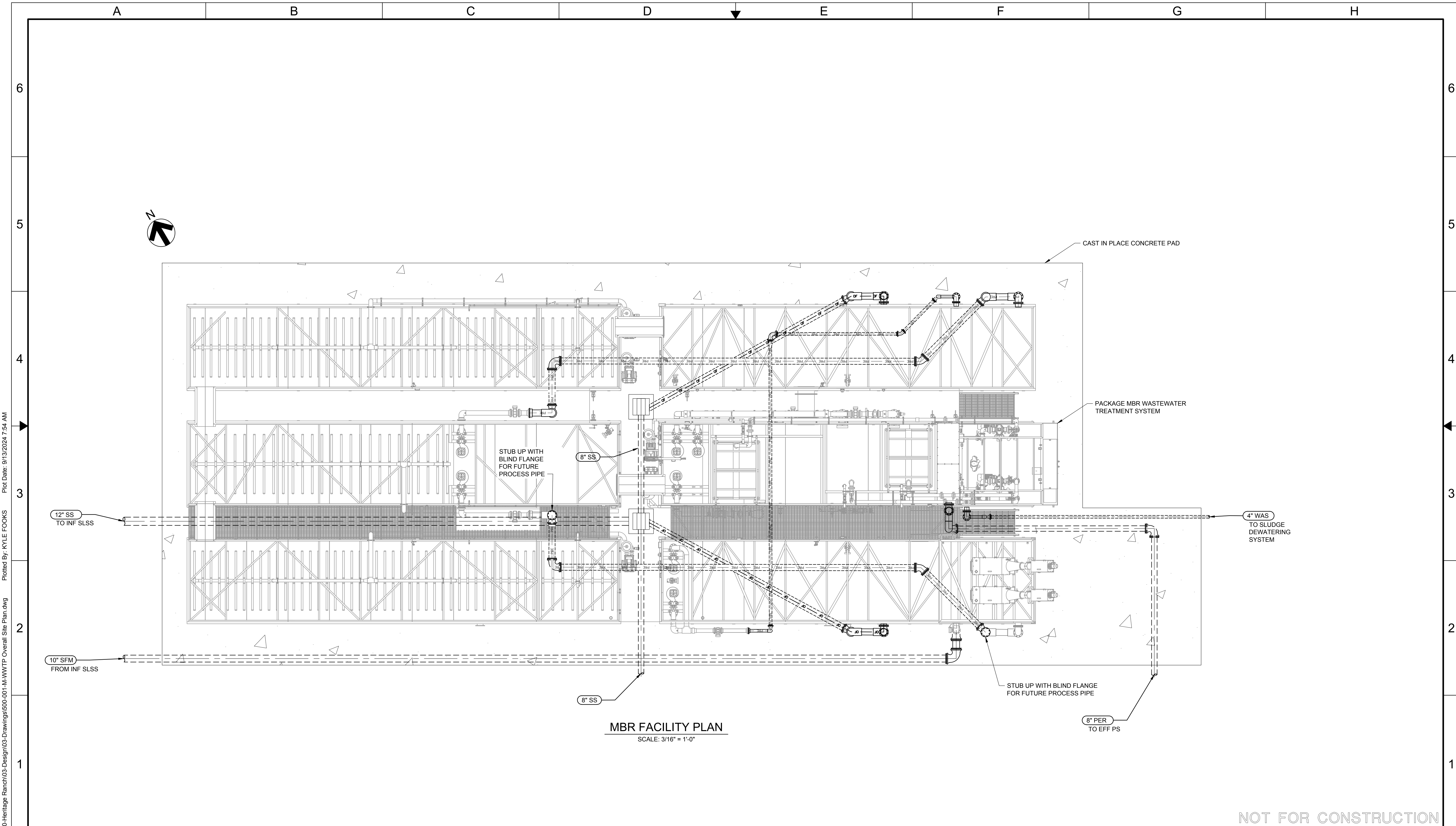
INFLUENT SSLS
 PLAN AND SECTION

50%
 SUBMITTAL
 SEPT 2024

M100
 DRAWING NUMBER
 SHEET 27 OF 98

A B C D E F G H

File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-M-WWTP-Overall Site Plan.dwg Plotted By: KYLE FOOKS Plotted Date: 9/13/2024 7:54 AM



MBR FACILITY PLAN
SCALE: 3/16" = 1'-0"

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DESIGNED BY: KKF
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REV	DESCRIPTION	DATE	APVD
REVISIONS			

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COMMUNITY SERVICES
DISTRICT

HERITAGE RANCH WRRF

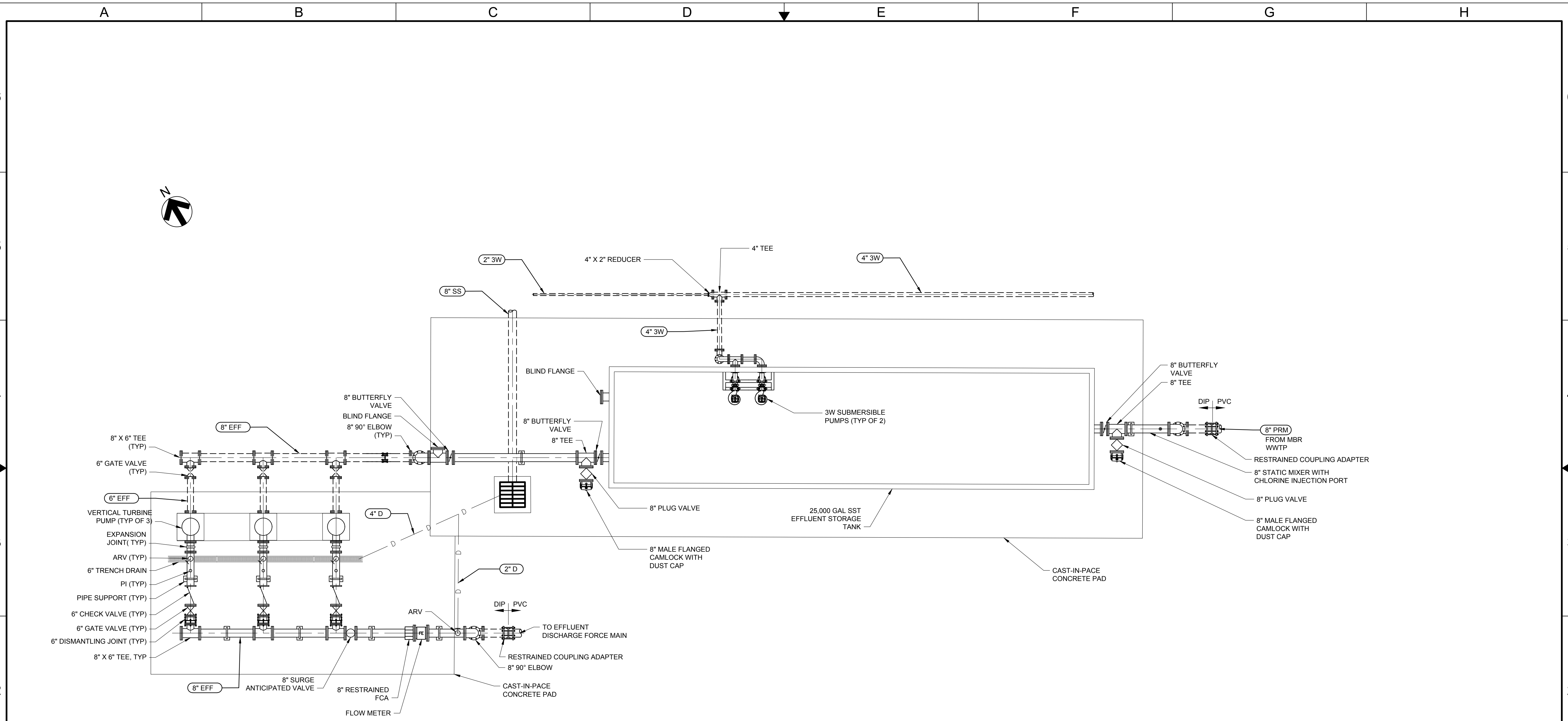
WWTP MEMBRANE
BIOREACTOR
FACILITY PLAN

50%
SUBMITTAL
SEPT 2024

M200
DRAWING NUMBER
SHEET 28 OF 98

A B C D E F G H

File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-M-WWTP Effluent Storage & Pump Station.dwg
 Plotted By: KYLE FOOKS
 Plot Date: 9/13/2024 8:03 AM



EFFLUENT STORAGE TANK AND PUMP STATION PLAN
 SCALE: 1/4" = 1'-0"

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JOB NO.: 500-002
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 DESIGNED BY: KKF
 PROJ. MGR.: CML

REV	DESCRIPTION	DATE	APVD

**HERITAGE RANCH
 COMMUNITY SERVICES
 DISTRICT**

HERITAGE RANCH WRRF

**WWTP EFFLUENT
 STORAGE TANK AND
 PUMP STATION PLAN**

**50%
 SUBMITTAL
 SEPT 2024**

M205
 DRAWING NUMBER
 SHEET 33 OF 98

A B C D E F G H

File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-Electrical.dwg Plotted By: KYLE FOOKS Plot Date: 9/13/2024 9:58 AM

WIRING & CONDUIT - CONNECTIONS

- PANEL OR EQUIPMENT WIRING
- FIELD WIRING
- EXISTING WIRING
- CONDUCTORS - NOT CONNECTED
- CONDUCTORS - CONNECTED
- GROUND
- CHASSIS OR FRAME GROUND
- PLUG AND RECEPTACLE
- INCOMING LINE
- SHIELDED CABLE
- CONDUIT CONCEALED IN WALL OR CEILING 3/4"C-2#12, 1#12GND UON
- CONDUIT, IN SLAB OR BELOW GRADE 3/4"C-2#12, 1#12GND UON
- CONDUIT, EXPOSED 3/4"C-2#12, 1#12GND UON
- CONDUIT STUBBED OUT AND CAPPED CONDUIT
- BENDS TOWARD OBSERVER CONDUIT
- BENDS AWAY FROM OBSERVER
- BARE COPPER GROUND WIRE
- GROUND CONNECTION BOLTED TYPE
- GROUND CONNECTION EXOTHERMIC WELD

SWITCHES - PROCESS

- FLOW SWITCH - CLOSSES UPON INCREASING FLOW
- FLOW SWITCH - OPENS UPON INCREASING FLOW
- LEVEL SWITCH - CLOSSES UPON INCREASING LEVEL
- LEVEL SWITCH - OPENS UPON INCREASING LEVEL
- PRESSURE SWITCH - CLOSSES UPON INCREASING PRESSURE (INCREASING VACUUM)
- PRESSURE SWITCH - OPENS UPON INCREASING PRESSURE (INCREASING VACUUM)
- PRESSURE SWITCH - OPENS UPON INCREASING PRESSURE (INCREASING VACUUM)
- TEMPERATURE SWITCH - CLOSSES UPON INCREASING TEMPERATURE
- TEMPERATURE SWITCH - OPENS UPON INCREASING TEMPERATURE
- LIMIT SWITCH - CLOSSES AT SET
- LIMIT LIMIT SWITCH - OPENS AT SET LIMIT
- PROXIMITY SWITCH - CLOSSES UPON DECREASING DISTANCE
- PROXIMITY SWITCH - CLOSSES UPON DECREASING DISTANCE
- TORQUE SWITCH - CLOSSES UPON INCREASING TORQUE
- TORQUE SWITCH - OPENS UPON INCREASING TORQUE

SWITCHES - OPERATORS

- TOGGLE OR DISCONNECT SWITCH
- PUSHBUTTON - NORMALLY OPEN, MOMENTARY ACTION
- PUSHBUTTON- NORMALLY CLOSED, MOMENTARY ACTION
- LEVEL SWITCH - OPENS UPON INCREASING
- LEVEL SELECTOR SWITCH, 3 POSITION- CONTACT STATUS SHOWN EXISTS AT POSITION OF H-HAND, O-OFF, A-AUTO
- 3-POLE SWITCH

DEVICES - RELAY

- CONTROL RELAY CR1 WITH NORMALLY OPEN CONTACT ON LINE 28 AND NORMALLY CONTACT ON LINE 111
- TIME DELAY RELAY TR2 - ADJUSTABLE TIME DELAY RANGE AND SETTING AS SHOWN
- TIME DELAY RELAY ON ENERGIZATION
- TIME DELAY RELAY ON DE-ENERGIZATION
- CONTACTOR OR STARTER M1
- SOLENOID
- NORMALLY OPEN RELAY CONTACT- ACTUATED BY RELAY CR-1 COIL ON LINE 105
- NORMALLY CLOSED RELAY CONTACT- ACTUATED BY RELAY CR-1 COIL
- NORMALLY OPEN, TIME DELAY RELAY CONTACT - CONTACT CLOSSES AFTER RELAY IS ENERGIZED
- NORMALLY CLOSED, TIME DELAY RELAY CONTACT - CONTACT OPENS AFTER RELAY IS ENERGIZED
- NORMALLY OPEN, TIME DELAY RELAY CONTACT - CONTACT OPENS AFTER RELAY IS DEENERGIZED
- NORMALLY CLOSED, TIME DELAY RELAY CONTACT - CONTACT CLOSSES AFTER RELAY IS DEENERGIZED

DEVICES - FRONT PANEL

- INDICATING LIGHT, LETTER INDICATES COLOR R=RED, G=GREEN, A=AMBER, W=WHITE Y=YELLOW, B=BLUE
- INDICATING LIGHT, PUSH TO TEST
- ELAPSED TIME METER

DEVICES - MISCELLANEOUS

- AUDIBLE ALARM
- HEATER
- MOTOR, # = MOTOR HORSEPOWER
- TRANSFORMER
- GENERATOR
- SMOKE DETECTOR
- DISCONNECT, 3 POLE CONTACT ON LINE 28 AND NORMALLY CONTACT ON LINE 111
- CIRCUIT BREAKER, 3 POLE TM = THERMAL MAGNETIC MCP = MOTOR CIRCUIT PROTECTOR
- THERMAL OVERLOAD CONTACT
- THERMAL OVERLOAD ELEMENT
- FUSE WITH BLOWN FUSE INDICATOR LIGHT
- FUSE
- CIRCUIT BREAKER

ELECTRICAL ABBREVIATIONS

A	AMPERES	GEN	GENERATOR	NC	NORMALLY CLOSED	SEQ	SEQUENCE
AFF	ABOVE FINISHED FLOOR	GFCI	GROUND FAULT CIRCUIT INTERRUPT	NIC	NOT IN CONTRACT	SHLD	SHIELDED
AI	ANALOG INPUT	GND	GROUND	NL	NIGHT LIGHT	SP	SET POINT
AIC	AMPS INTERRUPTING CAPACITY, SYMM	GR	GROUND ROD	NO	NORMALLY OPEN	SPD	SURGE PROTECTION DEVICE
AM	AMMETER	GRS	GALVANIZED RIGID STEEL CONDUIT	O	OPEN	SPEC	SPECIFICATION
AO	ANALOG OUTPUT	GW	GROUND WELL	OI	OPERATOR INTERFACE	SPST	SINGLE POLE, SINGLE THROW
ATS	AUTOMATIC TRANSFER SWITCH	HI	HIGH	OL	OVERLOAD	SR	SENSING RELAY
AUX	AUXILIARY	HID	HIGH INTENSITY DISCHARGE	P	POLE, PRESSURE	SS	SOFT STARTER, SURGE SUPPRESSOR
AWG	AMERICAN WIRE GAUGE	HOA	HAND-OFF-AUTO	PB	PULL BOX, PUSHBUTTON	STA	STATION
BATT	BATTERY	HP	HORSEPOWER	PCP	PROCESS CONTROL PANEL	SV	SOLENOID VALVE
BSC	BARE STRANDED COPPER	HPS	HIGH PRESSURE SODIUM	PF	POWER FACTOR	SW	SWITCH
BKR	BREAKER	HTR	HEATER	PFR	POWER (PHASE) FAIL RELAY	SWBD	SWITCHBOARD
BLDG	BUILDING	HZ	HERTZ (CYCLES PER SECOND)	PH	PHASE	SYMM	SYMMETRICAL
C	CONDUIT, CLOSE, CONTROL	HZA	HAZARDOUS AREA, EXPLOSION PROOF	PI	PRESSURE INDICATOR	T	TRIP
CB	CIRCUIT BREAKER	I	INTERLOCK OR INTELIGENT/LOGIC	PLC	PROGRAMMABLE LOGIC CONTROLLER	TB	TERMINAL BLOCK
CKT	CIRCUIT	I/O	INPUT/OUTPUT	PNL	PANEL	TDD, TDE	TIME DELAY RELAY
CNTRL	CONTROL	INST	INSTRUMENTATION	POT	POTENTIOMETER	TEL CO	TELEPHONE COMPANY
COAX	COAXIAL CABLE	ISC	SHORT CIRCUIT INTERRUPTING CURRENT (SYMM)	PR	PAIR, TWISTED AND SHIELDED CABLE PROVIDE FURNISH, INSTALL AND CONNECT	TM	THERMAL MAGNETIC
COMM	COMMUNICATION PORT	ISR	INTRINSICALLY SAFE RELAY	PS	PRESSURE SWITCH	TEMP	TEMPERATURE
CP	CONTROL PANEL	JJ-BOX	JUNCTION BOX	PT	POTENTIAL TRANSFORMER	TS	TEMPERATURE SWITCH
CPT	CONTROL POWER TRANSFORMER	K	KILO, THOUSAND (PREFIX)	PSI	POUNDS PER SQUARE INCH	TTB	TELEPHONE TERMINAL BACKBOARD
CR	CONTROL RELAY	KCMIL	THOUSAND CIRCULAR MILS	PVC	POLYVINYLCHLORIDE	TWP	TWISTED PAIR
CT	CURRENT TRANSFORMER	LC	LIGHTING CONTACTOR	PVCRC	PVC AND GRC CONDUIT	TWSP	TWISTED SHIELDED PAIR
CU	COPPER	LOS	LOCK-OUT STOP SWITCH	PVC-GRC	PVC COATED GRC CONDUIT	UG	UNDERGROUND
DI	DIGITAL INPUT	LI	LEVEL INDICATOR	PVC-RSC	PVC COATED RSC CONDUIT	UON	UNLESS OTHERWISE NOTED
DISC	DISCONNECT	LIT	LEVEL INDICATOR TRANSMITTER	PWR	POWER	V	VOLTAGE
DO	DIGITAL OUTPUT	LS	LEVEL SWITCH	R	RED	VA	VOLT AMPS
DPDT	DOUBLE POLE, DOUBLE THROW	LTG	LIGHTING	REC	RECEPTACLE	VFD	VARIABLE FREQUENCY DRIVE
EF	EXHAUST FAN	M	MOTOR CONTACTOR	RGS	RIGID GALVANIZED STEEL	VLV	VALVE
EMERG	EMERGENCY	mA	MILLIAMPERES	RMS	ROOT MEAN SQUARE	VM	VOLTMETER
EMT	ELECTRICAL METALLIC TUBING	MCC	MOTOR CONTROL CENTER	RSC	RIGID STEEL CONDUIT	VS	VARIABLE SPEED
ETM	ELAPSED TIME METER	MCP	MOTOR CIRCUIT PROTECTOR	RT	RESET TIMER	W	WATTS, WHITE, WIRE
FACP	FIRE ALARM CONTROL PANEL	MD	MOISTURE DETECTION	RTM	RUN TIME METER	WHM	WATT-HOUR METER
FI	FLOW INDICATOR	MFR	MANUFACTURER	RTU	REMOTE TERMINAL UNIT	WM	WATTMETER
FIT	FLOW INDICATOR TRANSDUCER	MINS	MINUTES	RVAT	REDUCED VOLTAGE	WP	WEATHERPROOF, WEATHERPROOF TRANSFORMER
FLA	FULL LOAD AMPS	MLO	MAIN LUGS ONLY	RVNR	REDUCED VOLTAGE NON-REVERSING	XFMR	TRANSFORMER
FO	FAIL OPEN	MOA	MANUAL-OFF-AUTO	RYSS	REDUCED VOLTAGE SOFT START	Y	YELLOW
FLEX	FLEX METAL LIQUID TIGHT CONDUIT	MOV	MOTOR OPERATED VALVE	SEC	SECONDARY	ZAU	INTRUSION ALARM
FS	FLOW SWITCH	MTC	EMPTY CONDUIT WITH PULLROPE	SECS	SECONDS	ZS	LIMIT SWITCH
FTS	FLOAT SWITCH	MTS	MANUAL TRANSFER SWITCH				
FVNR	FULL VOLTAGE NON-REVERSING	MTR	MOTOR				
FUT	FUTURE	N	NEUTRAL				
FVR	FULL VOLTAGE REVERSING						
G	GREEN						

SYMBOLS - PLAN

- DISCONNECT SWITCH
- FIELD MOUNTED DEVICE
- SPECIAL RECEPTACLE, SIZE AS INDICATED
- JUNCTION BOX
- CONTROL STATION
- WALL MOUNTED LIGHT FIXTURE
- SITE LIGHT FIXTURE
- LED LIGHT FIXTURE LIGHT
- EMERGENCY EXIT LIGHTING
- CONDUIT AND CONDUCTOR DESIGNATION SEE SCHEDULE FOR SIZE
- 3 PHASE SPECIAL RECEPTACLE, SIZE AS INDICATED
- TELEPHONE OUTLET
- TAMPER SWITCH
- FLOW SWITCH
- THERMOSTAT AT +48" UON
- REMOVE I/O DATA OUTLET
- FIBER OPTIC OUTLET
- GROUND ROD, 3/4" X 10'-0" GW INDICATES GROUND ROD IN GROUND ROD BOX SEE GROUND ROD DETAIL.
- INTERCEPTION POINT - DEMO PLANS: EXISTING TO REMAIN TO EXISTING TO BE REMOVED NEW PLANS: EXISTING TO NEW
- MOTION DETECTOR
- PHOTOCELL
- GROUND ROD, 3/4" X 10'-0" GR INDICATES GROUND ROD IN CONCRETE HANDHOLE TEST WELL.
- FIXTURE TYPE "A" WITH 2-32 WATT LAMPS, TYPICAL FOR ROOM NOTED, UON.
- DUPLEX RECEPTACLE AT +18" UON # = CIRCUIT NUMBER
- DOUBLE DUPLEX RECEPTACLE AT +18" UON # = CIRCUIT NUMBER
- TOGGLE SWITCH AT +48" UON SUBSCRIPT - CIRCUIT CONTROLLED SUPERScript - BLANK = 1 POLE 2 = 2 POLE 3 = 3 WAY M = MOTOR OVERLOAD T = SPRING WOUND TIMER

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DESIGNED BY: MLE
PROJ. MGR.: CML

REV	DESCRIPTION	DATE	APVD

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COMMUNITY SERVICES
DISTRICT

HERITAGE RANCH WRRF

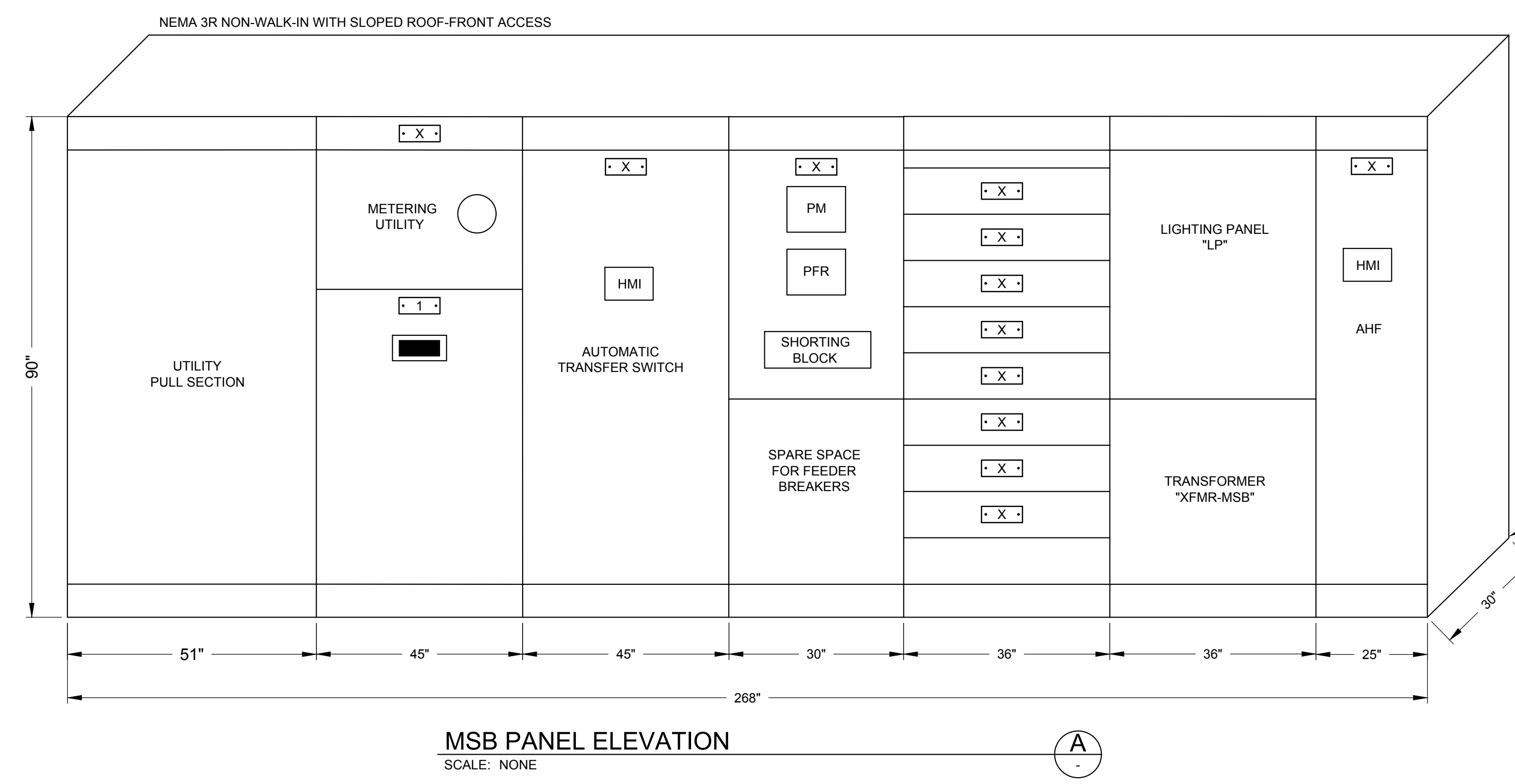
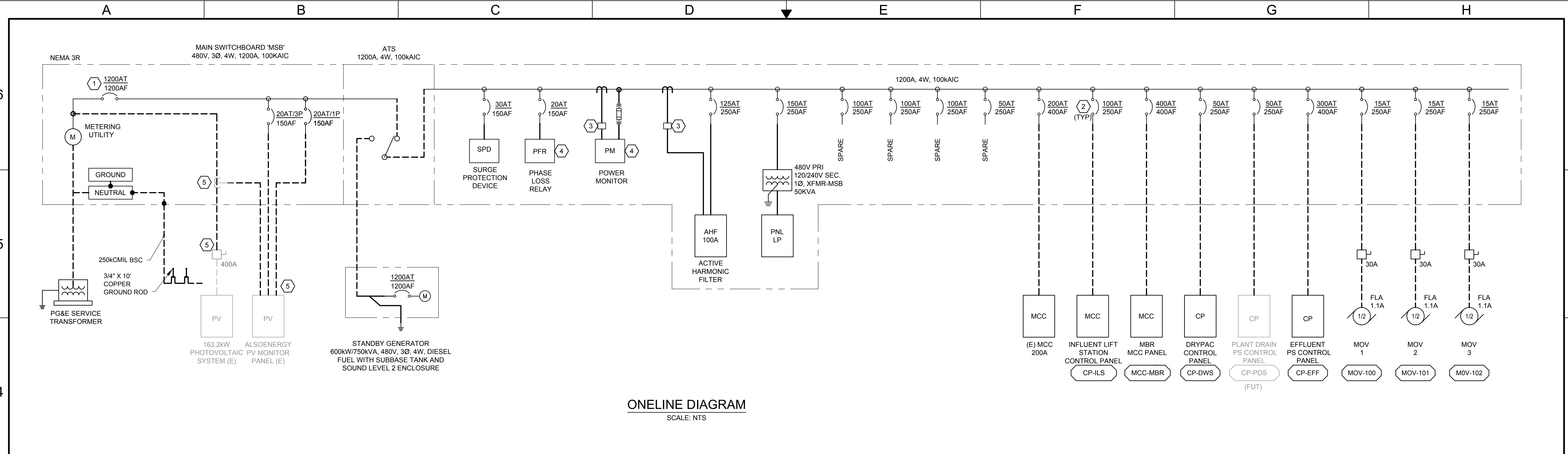
STANDARD ELECTRICAL
SYMBOLS, LEGENDS &
ABBREVIATIONS

50%
SUBMITTAL
SEPT 2024

E001
DRAWING NUMBER
SHEET 51 OF 98

NOT FOR CONSTRUCTION

File Name: K:\Common\Projects\500-Heritage Ranch\03-Drawings\500-001-Electrical.dwg Plotted By: KYLE FOOKS Plot Date: 9/13/2024 10:00 AM



LOAD CALCULATION 'MSB'	
LOAD DESCRIPTION	LOAD
MBR MOTOR CONTROL CENTER	331.0
DRYPAC CONTROL PANEL	32.0
MOV'S	2.0
EFFLUENT PUMP STATION CONTROL PANEL	130.0
TRANSFORMER XMFR-MSB	45.1
EXISTING MCC	160.0
FUT PLANT DRAIN CONTROL PANEL	26.0
FUT LOADS	100.0
25% LARGEST MOTOR	10.0
25% CONTINUOUS LOADS	112.4
TOTAL	948.5
	480Y/277V, 3 PHASE = 948.5AMP
	480Y/277V, 3 PHASE = 788.6 kVA

- NOTES**
1. MAIN CIRCUIT BREAKER SHALL BE EQUIPPED WITH ELECTRONIC TRIP UNIT (LSIG).
 2. FEEDER CIRCUIT BREAKER SHALL BE EQUIPPED WITH ELECTRONIC TRIP UNIT (LSI).
 3. PROVIDE SHORTING BLOCK FOR CT'S.
 4. CONNECT PHASE/POWER FAILURE ALARM TO PLC.
 5. CONTRACTOR SHALL RE-INTEGRATE THE EXISTING PV MONITOR AND PV MAIN DISCONNECT INTO THE NEW SWITCHBOARD. REUSE EXISTING PV CT'S AND EXISTING MAIN FUSED(250A) DISCONNECT SWITCH.

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DESIGNED BY: MLE
PROJ. MGR.: CML

REV	DESCRIPTION	DATE	APVD

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COMMUNITY SERVICES
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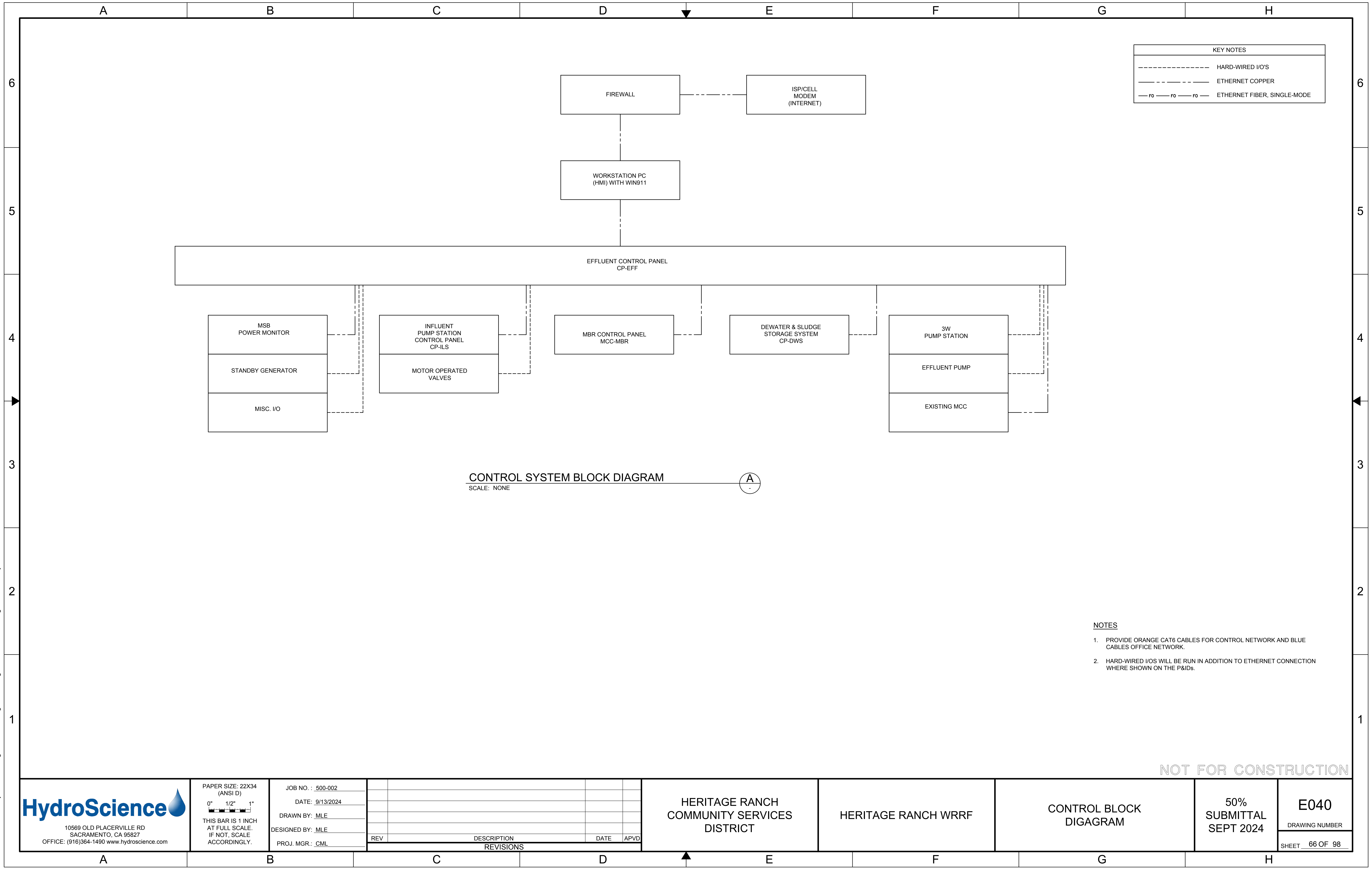
HERITAGE RANCH WRRF

**OVERALL ONELINE
DIAGRAM**

**50%
SUBMITTAL
SEPT 2024**

E010
DRAWING NUMBER
SHEET 52 OF 98

File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-Electrical.dwg Plotted By: KYLE FOOKS Plot Date: 9/13/2024 10:00:AM



KEY NOTES	
-----	HARD-WIRED I/O'S
-----	ETHERNET COPPER
FO — FO — FO	ETHERNET FIBER, SINGLE-MODE

CONTROL SYSTEM BLOCK DIAGRAM
SCALE: NONE

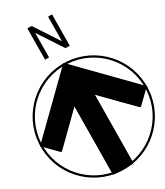
- NOTES**
1. PROVIDE ORANGE CAT6 CABLES FOR CONTROL NETWORK AND BLUE CABLES OFFICE NETWORK.
 2. HARD-WIRED I/O'S WILL BE RUN IN ADDITION TO ETHERNET CONNECTION WHERE SHOWN ON THE P&IDS.

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			REV	DESCRIPTION	DATE	APVD												
<p>REVISIONS</p>			<p>NOT FOR CONSTRUCTION</p>															

A B C D E F G H

Plot Date: 9/13/2024 10:04 AM
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File Name: K:\common\Projects\500-Heritage Ranch\03-Design\03-Drawings\500-001-E-Site Plans.dwg



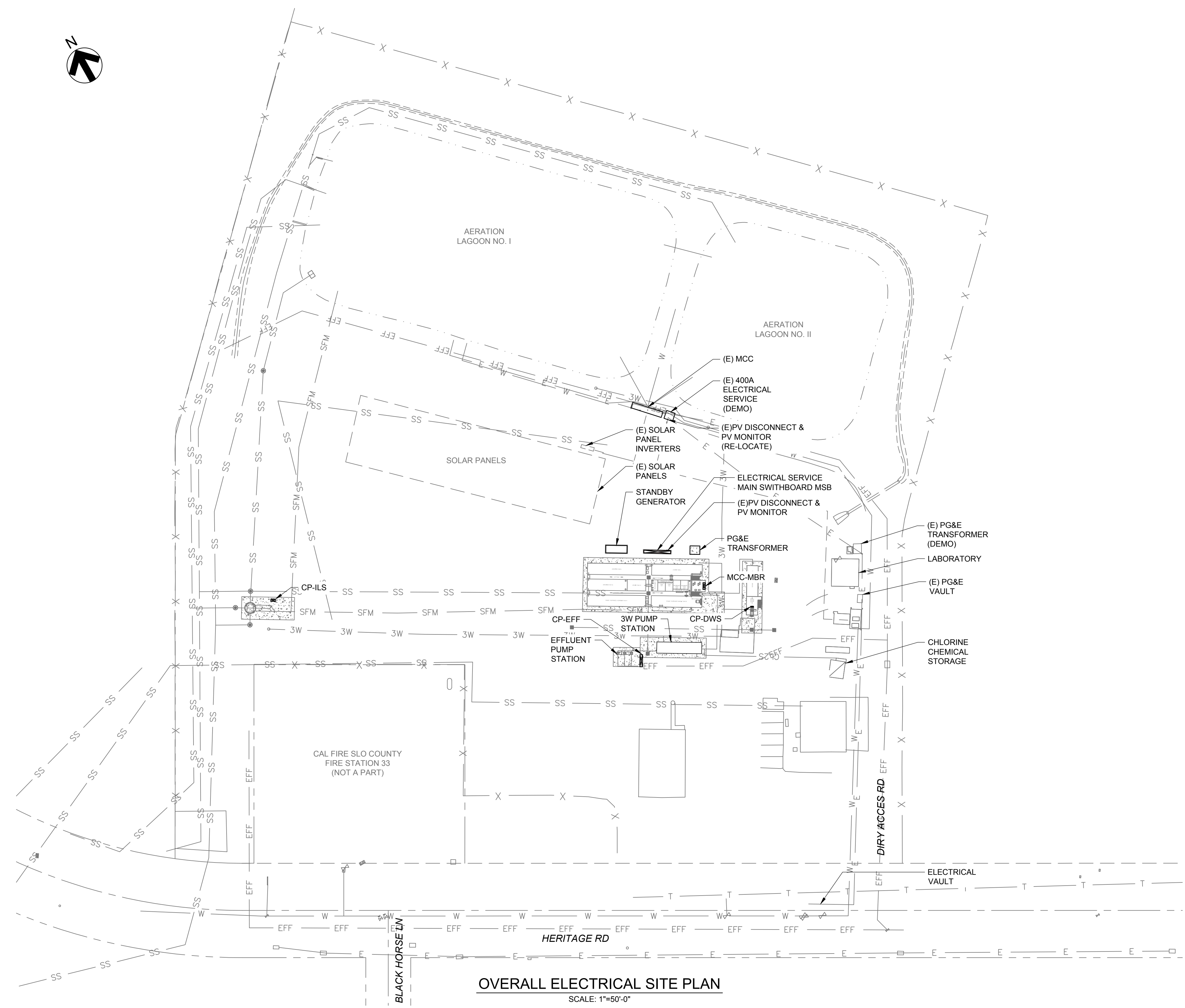
AREA CLASSIFICATION

- SEWER LIFT STATION: 1 CLASS 1 DIV 1 GROUP D INSIDE THE INFLUENT WETWELL AND CLASS 1 DIV 2 GROUP D WITHIN 3FT OF VENT
- LAGOON: NEMA 4X, SST
- BUILDING EXT: NEMA 4X, SST
- BUILDING INT: NEMA 12/ NEMA 1

ALL WORK IN CLASSIFIED AREAS SHALL CONFORM TO NFPA 70 CHAPTER 5 AND NFPA 820.

NOTES

- REFER TO P&ID DRAWINGS LOCATION OF INSTRUMENTS.
- BOND ALL PUMPS, STEEL, FIELD MOUNTED CONTROL PANELS AND TANKS TO GROUNDING GRID WITH 250KMCIL BSC.
- THE GROUND FAULT PROTECTION SYSTEM SHALL BE PERFORMANCE TESTED WHEN FIRST INSTALLED ON SITE. THE TEST SHALL BE CONDUCTED IN ACCORDANCE WITH INSTRUCTIONS THAT SHALL BE PROVIDED WITH THE EQUIPMENT. A WRITTEN RECORD OF THIS TEST SHALL BE MADE AND SHALL BE AVAILABLE TO THE BUILDING INSPECTOR.
- OUTDOOR RECEPTACLES SHALL BE WEATHER PROOF AND GFCL.
- ALL UNDERGROUND SERVICE CONDUITS SHALL BE SEALED.
- CONTRACTOR SHALL RE-INTEGRATE THE EXISTING PV MONITOR AND PV MAIN DISCONNECT INTO THE NEW SWITCHBOARD. REUSE EXISTING PV CTs AND EXISTING PV MAIN FUSED(400A) DISCONNECT SWITCH



OVERALL ELECTRICAL SITE PLAN
SCALE: 1"=50'-0"

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PROJ. MGR.: CLAM

REV	DESCRIPTION	DATE	APVD

HERITAGE RANCH
COMMUNITY SERVICES
DISTRICT

HERITAGE RANCH WRRF

OVERALL
ELECTRICAL
SITE PLAN

50%
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SEPT 2024

E200
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MISCELLANEOUS MECHANICAL EQUIPMENT SYMBOLS

		VARIABLE FREQUENCY DRIVE		FIELD MOUNTED INSTRUMENT
		TANK		FACE MOUNTED INSTRUMENT ON LOCAL PANEL, OPERATOR ACCESSIBLE
		SLUICE GATE (NORMALLY OPEN)		INSTRUMENT MOUNTED IN LOCAL PANEL, OPERATOR INACCESSIBLE
		SLUICE GATE (NORMALLY CLOSED)		FACE MOUNTED INSTRUMENT ON FIELD PANEL, OPERATOR ACCESSIBLE
		SLIDE GATE (NORMALLY OPEN)		INSTRUMENT MOUNTED IN FIELD PANEL, OPERATOR INACCESSIBLE
		SLIDE GATE (NORMALLY CLOSED)		OPERATION PERFORMED WITH LOGIC OR HARDWIRED DEVICES - REFERENCE ELEMENTARY DWG. #
		STATIC MIXER		LAMP INDICATION (STATUS OR ALARM)
		BAFFLE WALL		ANNUNCIATOR WINDOW
		SILENCER		COMMUNICATIONS POINT
		INLET AIR FILTER-SILENCER		PLC/RTU OR COMPUTER FUNCTION
		EQUIPMENT MOTOR		PLC/RTU OR COMPUTER FUNCTION
		METERING PUMP		PLC/RTU OR COMPUTER PERFORMING INTERNAL OPERATION
		TELESCOPING VALVE		INSTRUMENT PANEL MOUNTED WITH COMPUTING, CONVERTING, OR INTERFACE FUNCTION
		GROUND		
		SHEET NOTE TAG		
		VERTICAL TURBINE PUMP		

VALVE AND ACTUATOR SYMBOLS

	THREE WAY VALVE		PRESSURE AND VACUUM RELIEF VALVE
	GATE VALVE (NORMALLY OPEN)		VACUUM RELIEF VALVE
	GATE VALVE (NORMALLY CLOSED)		PRESSURE RELIEF VALVE
	PLUG VALVE (NORMALLY OPEN)		MULTI-FUNCTION VALVE
	PLUG VALVE (NORMALLY CLOSED)		PRESSURE REDUCING REGULATOR (SELF-CONTAINED)
	BALL VALVE (NORMALLY OPEN)		BACK PRESSURE REGULATOR (SELF-CONTAINED)
	BALL VALVE (NORMALLY CLOSED)		PRESSURE REDUCING VALVE
	BUTTERFLY VALVE		BACK PRESSURE REDUCING VALVE
	GLOBE VALVE		SOLENOID (PILOT) VALVE
	DIAPHRAGM VALVE		DIAPHRAGM OPERATED VALVE
	ANGLE VALVE		PRESSURE BALANCE OPERATED VALVE
	FLOAT VALVE		PNEUMATIC OPERATED VALVE (FOR VALVE TYPE - SEE SPECS)
	PINCH VALVE		MOTOR OPERATED VALVE (FOR VALVE TYPE - SEE SPECS)
	NEEDLE VALVE		3-WAY CONTROL VALVE PNEUMATIC OPERATOR
	DOUBLE LEAF CHECK VALVE		PNEUMATIC CYLINDER OPERATED VALVE
	CHECK VALVE		VALVE ACTUATOR
	BALL CHECK VALVE		VALVE POSITIONER
	KNIFE GATE VALVE		
	FLAP GATE		
	BALANCING COCK		
	CIRCUIT SETTER		
	THERMOSTATICALLY CONTROLLED VALVE		

INSTRUMENT ABBREVIATIONS

CODE LETTER	FIRST LETTER(S)		SUCCEEDING LETTER(S)		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		AUTO/LAG
B	BURNER FLAME				
C	CHLORINE			CONTROL	CLOSE
D	DENSITY	DIFFERENTIAL			
E	VOLTAGE		ELEMENT, SENSOR		LEAD
F	FLOW	RATIO	FUEL		FAILURE
G	GAUGING		VIEWING DEVICE		
H	HAND				HIGH/HAND
I	CURRENT		INDICATE		
J	POWER	SCAN			
K	TIME	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		PILOT LIGHT		LOW/LOCAL
M	MOISTURE/MOTOR	MOMENTARY	MOTOR		MIDDLE/MANUAL
N	STATUS				
O	OPERATOR		ORIFICE		OPEN/OVERLOAD
P	PRESSURE		POINT		
Q	EVENT	TOTALIZE	TOTAL		
R	RESET		RECORD		RUNNING/REMOTE
S	SPEED	SAFETY		SWITCH	STOP/SPEED
T	TEMPERATURE		TEST	TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION		
V	VIBRATION			VALVE	
W	FORCE, WEIGHT		WELL		
X	TELEMETRY INTERFACE				
Y	COMPUTER INTERFACE			COMPUTE/RELAY/ CONVERTER	
Z	POSITION			ACTUATE	POSITION

PIPE LINE DEVICE SYMBOLS

		BLIND FLANGE		CALIBRATION TUBE
		FLEXIBLE COUPLING		AIR VACUUM RELEASE VALVE OR AIR RELEASE VALVE
		QUICK CONNECTOR		HYDRANT
		FLOW METER		HOSE BIBB
		DRAIN		
		AIR VENT		
		EMERGENCY SHOWER/EYEWASH STATION		
		BACKFLOW PREVENTER		
		DIAPHRAGM SEAL		

NOTES AND EQUIP. ABBREVIATIONS

NOTES

- THE PROCESS SCHEMATIC ARE PRESENTED IN DIAGRAMMATIC FORM TO SHOW PROCESS FLOWS CONTROL CONCEPTS AND UNIT OPERATING PARAMETERS, AND AS SUCH ARE NOT INTENDED TO SHOW ALL VALVING PIPING AND INSTRUMENTATION SYSTEMS.
- PROCESS SYMBOLS ARE FOR REFERENCE ONLY. NOT ALL SYMBOLS ARE USED IN THESE CONTRACT DRAWINGS.

EQUIPMENT ABBREVIATIONS	DESCRIPTION
ARV	AIR RELIEF VALVE
BLDG	BUILDING
CV	CHECK VALVE
FLR	FLARE
FN	FAN
LVR	LOUVER
MBR	MEMBRANE BIOREACTOR
MF	MOTOR FIXED
MOD	MODULE
P	PUMP
PNL	PANEL
TK	TANK

PROCESS FLOW LINE LEGEND

	FUTURE ELECTRIC SIGNAL
	ELECTRICAL SIGNAL
	ELECTRIC POWER/CONTROL
	PNEUMATIC SIGNAL
	CAPILARY TUBING (FILLED SYSTEM)
	HYDRAULIC SIGNAL
	SONIC OR ELECTROMAGNETIC SIGNAL
	FUTURE PROCESS LINE
	MAIN PROCESS LINE
	SECONDARY PROCESS LINE
	AUXILIARY PROCESS LINE
	DIRECTION OF FLOW
	MANUFACTURER'S PRE-WIRING
	LOGIC OR DATA SIGNAL

TYPICAL PROCESS DIAGRAM CROSS REFERENCE LEGEND

- ON DWG. P3 CONTINUATION IS SHOWN AS:
- ON DWG. P4 THIS CONTINUATION IS SHOWN AS:
- SYSTEM FLOW BOTH DIRECTIONS

WATER SURFACE ELEVATION SYMBOL

WATER SURFACE ELEVATION

PLC I/O SIGNAL TYPE LEGEND

	DI SIGNAL		DO SIGNAL		AI SIGNAL		AO SIGNAL
--	-----------	--	-----------	--	-----------	--	-----------

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HERITAGE RANCH WRRF

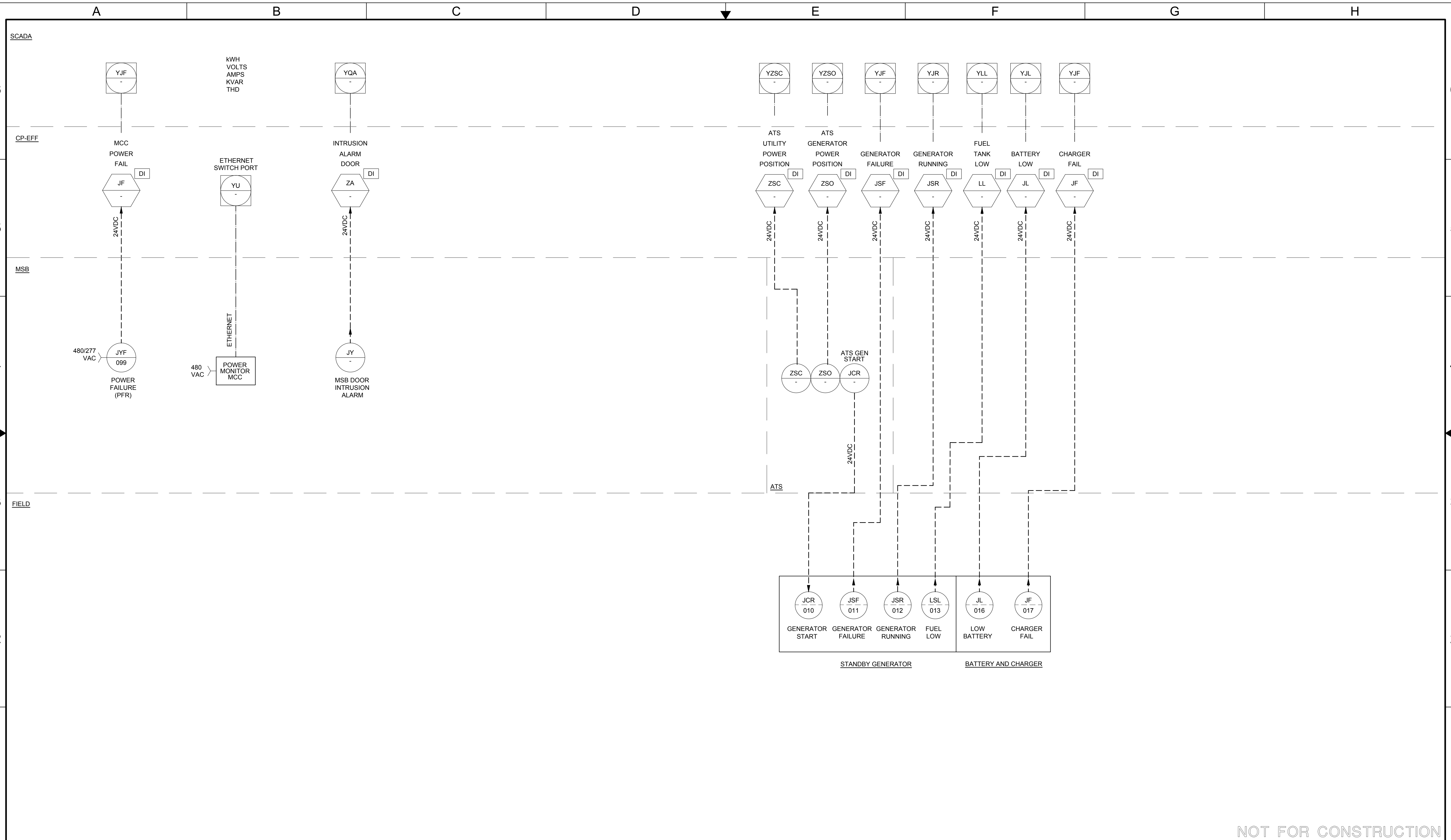
STANDARD PROCESS & INSTRUMENTATION SYMBOLS, LEGENDS & ABBREVIATIONS

50% SUBMITTAL SEPT 2024

1001 DRAWING NUMBER
SHEET 75 OF 98

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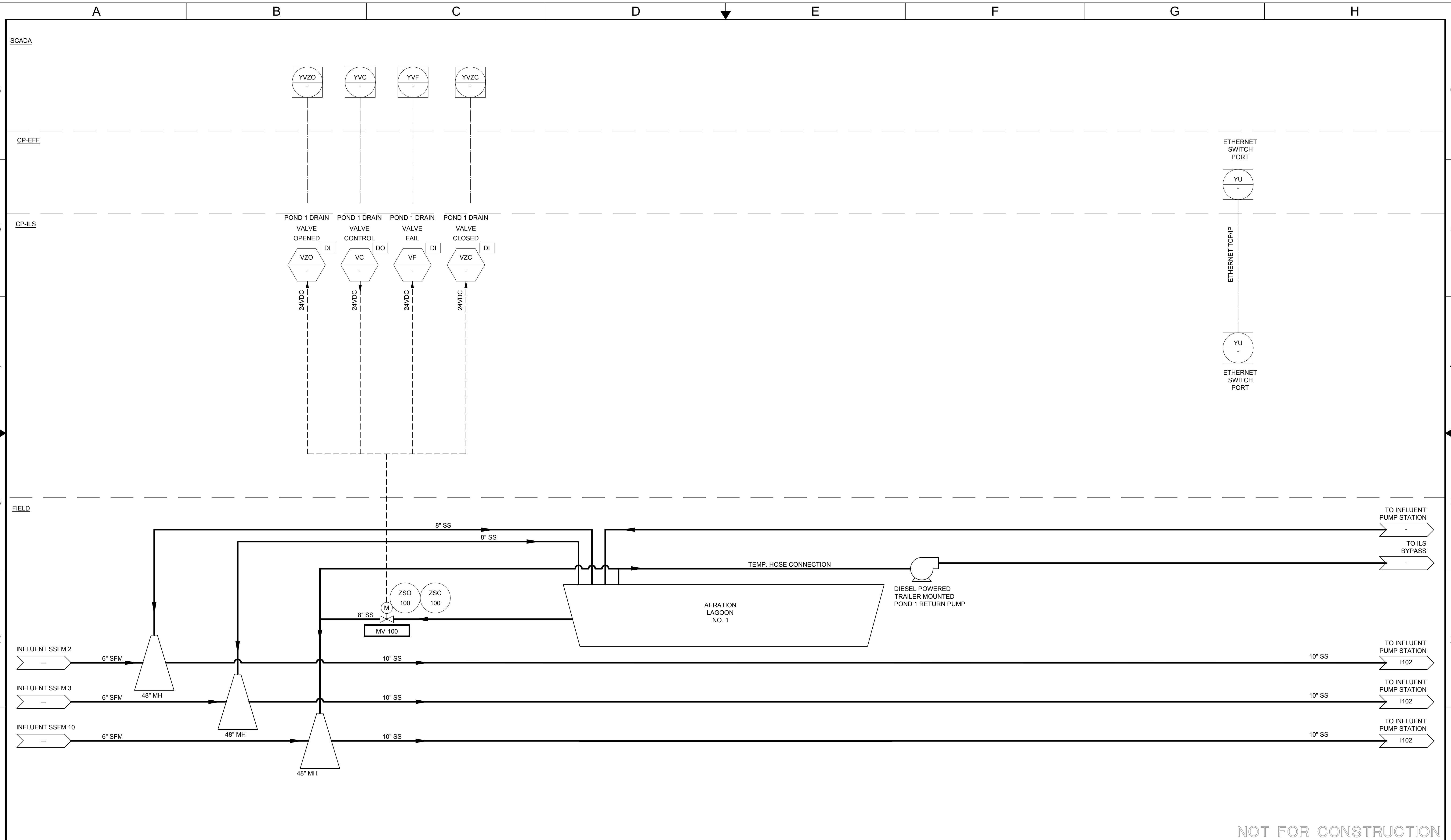
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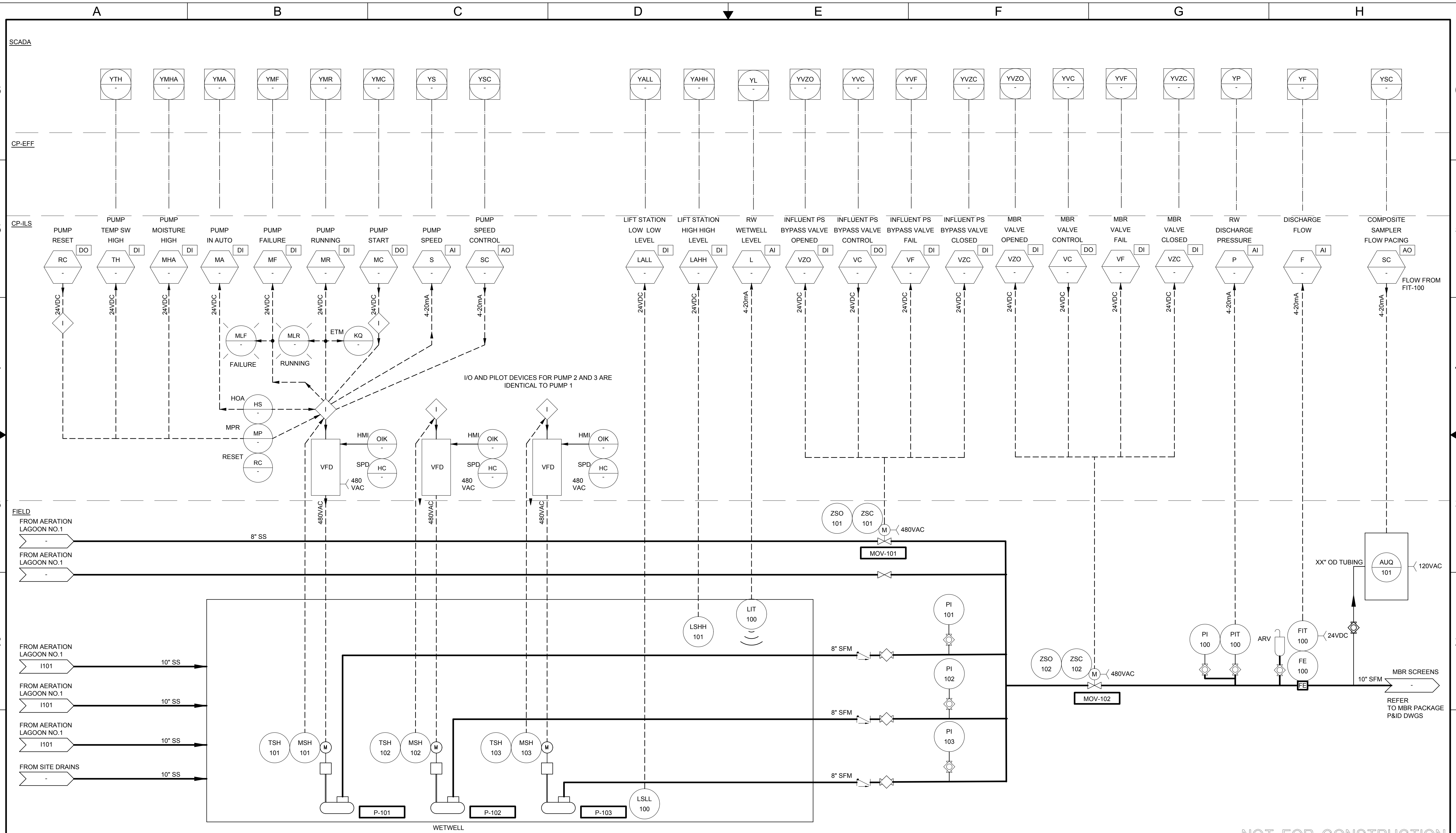
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IO AND PILOT DEVICES FOR PUMP 2 AND 3 ARE IDENTICAL TO PUMP 1

REFER TO MBR PACKAGE P&ID DWGS

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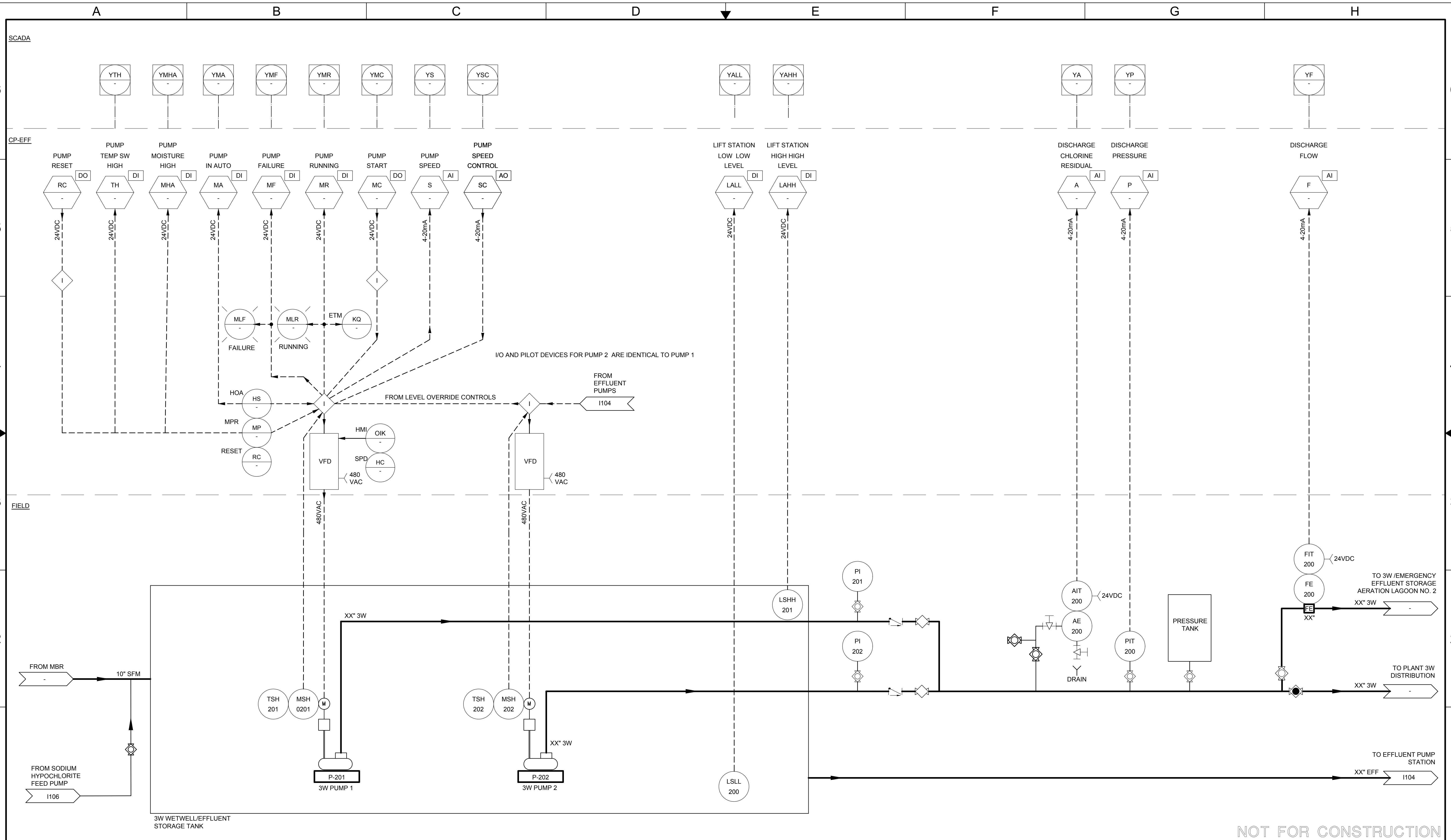
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PROCESS AND
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 DIAGRAM - 3

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I102
 DRAWING NUMBER
 SHEET 78 OF 98

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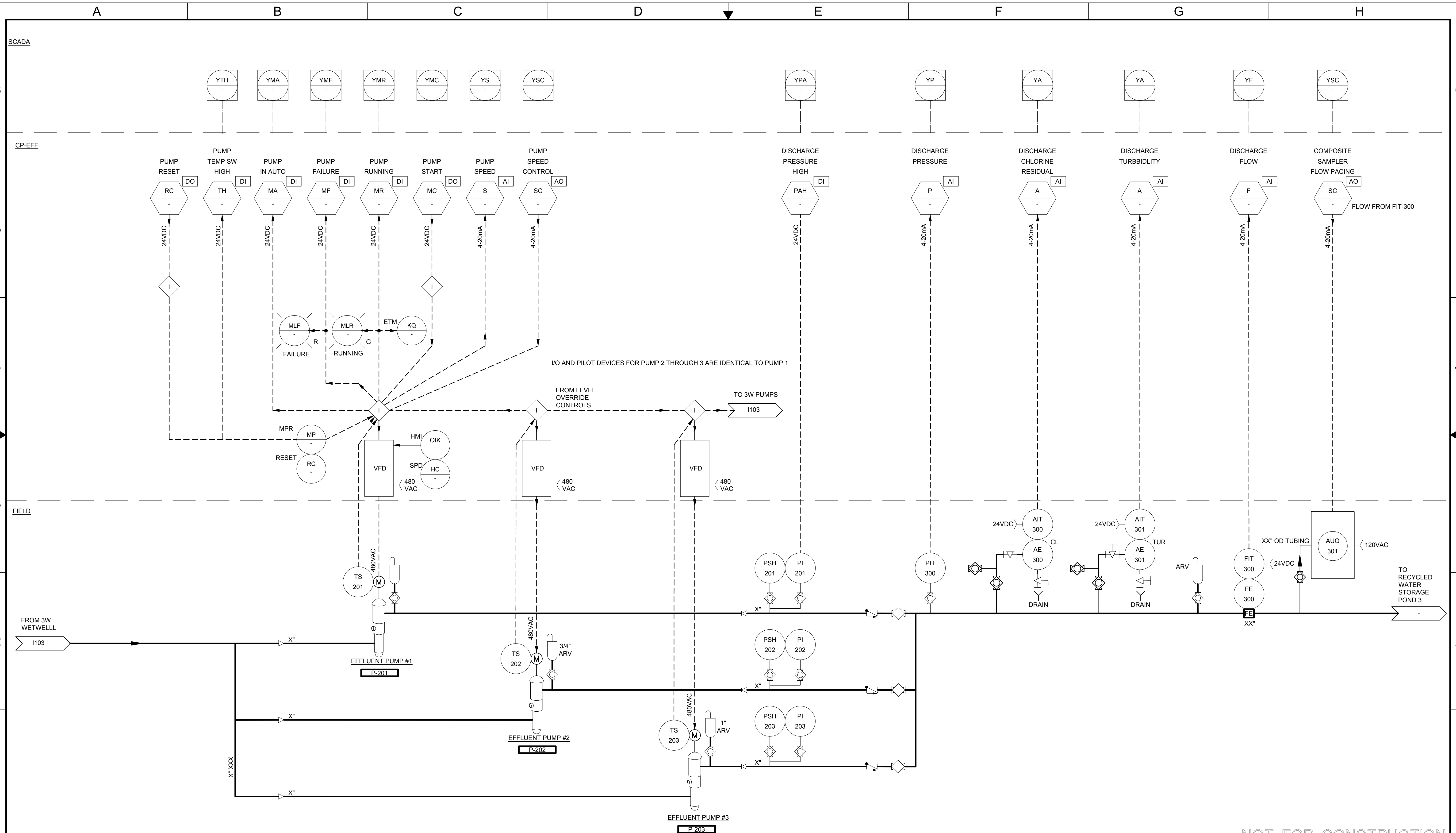
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PROCESS AND
 INSTRUMENTATION
 DIAGRAM - 4

50%
 SUBMITTAL
 SEPT 2024

I103
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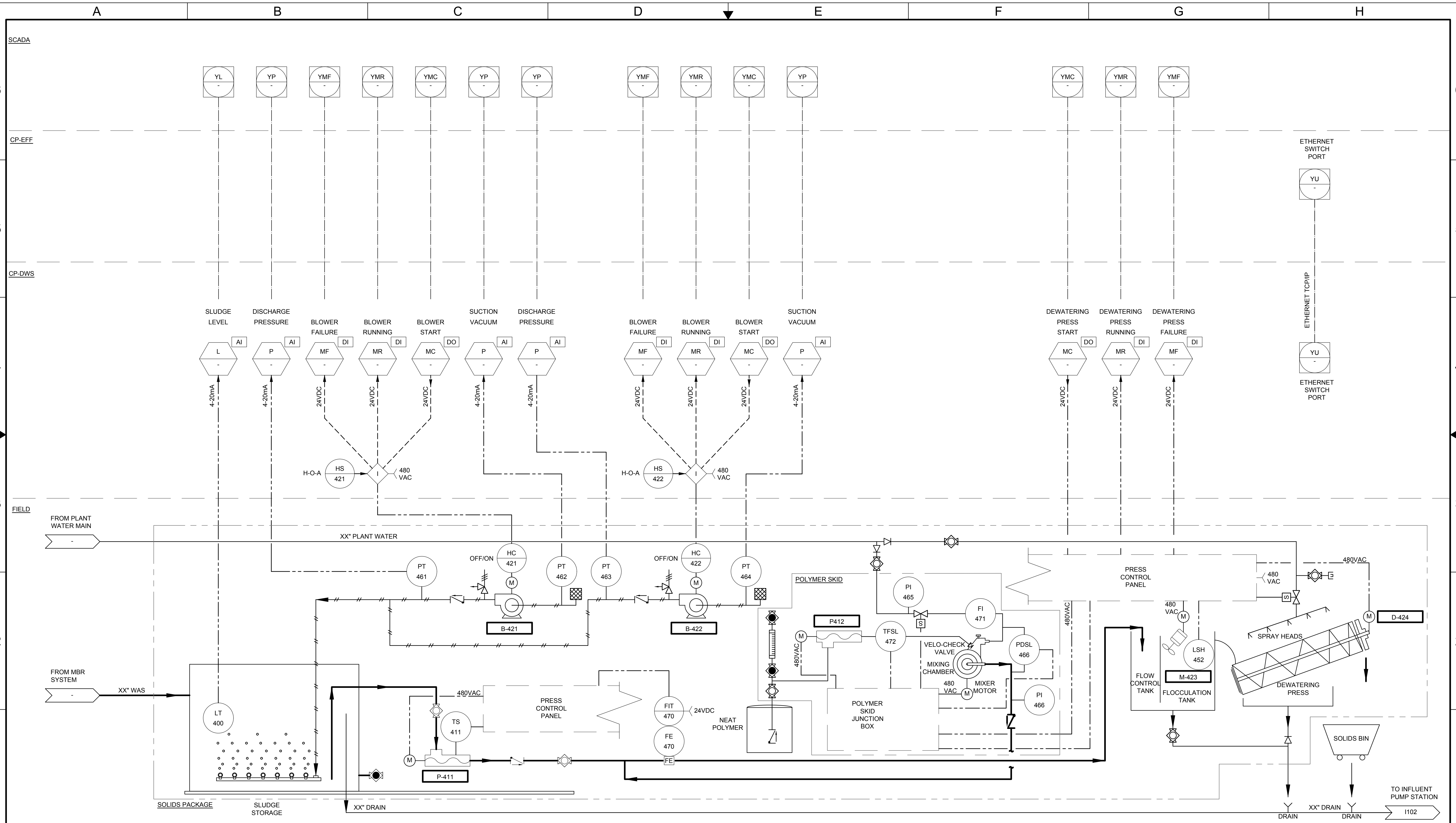
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PROCESS AND INSTRUMENTATION DIAGRAM - 5

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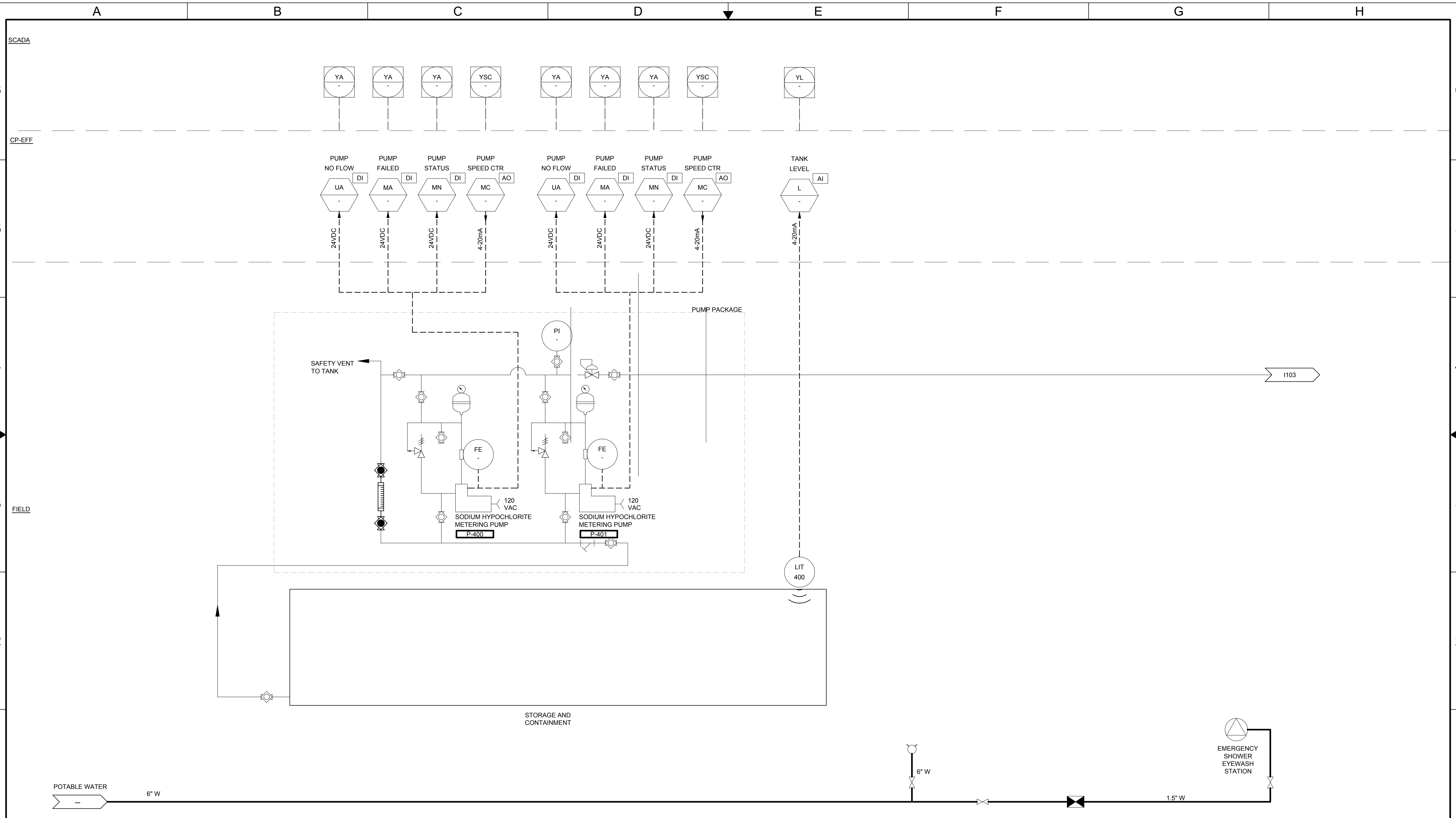
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50%
 SUBMITTAL
 SEPT 2024

I105
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HERITAGE RANCH WRRF

PROCESS AND
 INSTRUMENTATION
 DIAGRAM - 7

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 SEPT 2024

I106
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 SHEET 82 OF 98

A B C D E F G H

WATER RESOURCE RECOVERY FACILITY IMPROVEMENT PROJECT

PARTS A & B

**BIDDING, CONTRACT REQUIREMENTS
&
TECHNICAL SPECIFICATIONS**

50% DESIGN SUBMITTAL

**PREPARED BY:
HYDROSCIENCE ENGINEERS, INC.
SEPTEMBER 2024**

**FOR:
HERITAGE RANCH COMMUNITY SERVICES DISTRICT**

HYDROSCIENCE PROJECT NO. 500-002

**HERITAGE RANCH CSD
CIP PROJECT NO. XX-XX**



**WATER RESOURCE RECOVERY FACILITY IMPROVEMENT PROJECT
HERITAGE RANCH COMMUNITY SERVICES DISTRICT
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HydroScience Engineers, Inc. - Engineer's Opinion of Probable Costs

Client:	Heritage Ranch CSD
Project:	WRRF Improvement Project
HSE Project Number:	500-002
Date:	September 13, 2024
Level:	50% Design Submittal
Prepared By:	Jason Crowley/Kyle Fooks/Thin Le
Checked By:	Curtis Lam

	Quantity		Material & Labor	
	Number	Unit	Unit Cost	Total
General				
General Conditions	1	LS	\$ 1,600,000	\$ 1,600,000
Temporary Flow bypassing	1	LS	\$ 50,000	\$ 50,000
SWPPP Compliance	1	LS	\$ 25,000	\$ 25,000
Startup & Commissioning	1	LS	\$ 50,000	\$ 50,000
			Subtotal General	\$ 1,725,000

Civil				
Earthwork	6,000	CY	\$ 50	\$ 300,000
Grading (Rough & Fine)	7,250	SY	\$ 10	\$ 73,000
Aggregate Base and Subgrade Prep	900	CY	\$ 70	\$ 63,000
Sheeting Shoring and Bracing	1	LS	\$ 50,000	\$ 50,000
Temporary Facilities	1	LS	\$ 25,000	\$ 25,000
Compacted AB Surfacing	15,000	SF	\$ 5	\$ 75,000
Civil Site features	1	LS	\$ 40,000	\$ 40,000
Protective Bollards	20	LS	\$ 1,500	\$ 30,000
Crushed Rock Surfacing	1800	SY	\$ 8	\$ 14,000
Precast Concrete Manhole - 48"	4	EA	\$ 25,000	\$ 100,000
Pond 1 - Precast Inlet Structure	1	EA	\$ 45,000	\$ 45,000
Plant Drainage Inlets - Precast	6	EA	\$ 5,000	\$ 30,000
10' Wet Well 15' Deep w/ Safety Hatch	1	EA	\$ 475,000	\$ 475,000
			Subtotal Civil	\$ 1,320,000

Structural				
Cast-in-Place Concrete Slab - MBR & Drypac	240	CY	\$ 1,200	\$ 288,000
Cast-in-Place Concrete - VT Pump Station & Reservoir	50	CY	\$ 1,500	\$ 75,000
Cast-in-Place Concrete - Influent SSLS	25	CY	\$ 1,200	\$ 30,000
Cast-in-Place Concrete - Misc Slabs	20	CY	\$ 1,000	\$ 20,000
Protective Coatings - Piping & Conc	1	LS	\$ 120,000	\$ 120,000
			Subtotal Structural	\$ 533,000

Mechanical & Process Equipment				
Packaged Membrane Bioreactor + Install + Tax	1	LS	\$ 4,172,000	\$ 4,172,000
EQPAC EQ/Future Tankage	1	LS	\$ 792,310	\$ 792,000
Packaged Sludge Dewatering System + Install + Tax	1	LS	\$ 940,200	\$ 940,000
Packaged Influent Screening System	1	LS	\$ 268,000	\$ 268,000
Vertical Turbine Pumps	3	LS	\$ 200,000	\$ 600,000
Effluent Storage Tank - 25k Gal	1	LS	\$ 300,000	\$ 300,000
Trailer Mounted Self Priming Suction Pump & Hose	1	LS	\$ 90,000	\$ 90,000
Sodium Hypochlorite Disinfection System/Piping/Static Mixer	1	LS	\$ 125,000	\$ 125,000
Submersible Sewage Pumps	3	LS	\$ 50,000	\$ 150,000
Lift Station Discharge Piping & Valves - Ductile	1	LS	\$ 150,000	\$ 150,000
WWTP Process Piping, Appurtenances, Supports & Tie Ins	1	LS	\$ 400,000	\$ 400,000
Vertical Turbine Pump Station Piping - Ductile	1	LS	\$ 175,000	\$ 175,000
Submersible 3W Pumps	2	LS	\$ 35,000	\$ 70,000
Underground SSFM Piping - Restrained C900 PVC	800	LF	\$ 250	\$ 200,000
Underground SS Piping - SDR26 PVC	500	LF	\$ 300	\$ 150,000
Underground 3W System & Hydrants	800	LF	\$ 150	\$ 120,000

Actuated Valves	2	EA	\$ 20,000	\$ 40,000
Manually Operated Butterfly Valves (Underground)	6	EA	\$ 10,000	\$ 60,000
Pond 1 Interconnect Piping	500	LF	\$ 300	\$ 150,000
Effluent Discharge Piping	300	LF	\$ 250	\$ 75,000
Storm Improvements	1	LS	\$ 50,000	\$ 50,000
Surge Anticipator Valve	1	LS	\$ 25,000	\$ 25,000
Automatic Samplers	3	LS	\$ 20,000	\$ 60,000
Subtotal Mechanical & Process Equipment				\$ 9,162,000
Electrical				
Power Connection & Transformer	1	LS	\$ 250,000	\$ 250,000
Switchboard, Control Panels and MCCs	1	LS	\$ 550,000	\$ 550,000
Instrumentation	1	LS	\$ 80,000	\$ 80,000
SCADA system	1	LS	\$ 60,000	\$ 60,000
Site Lighting	1	LS	\$ 50,000	\$ 50,000
Conduits, Wire, & Handholes	1	LS	\$ 200,000	\$ 200,000
Electrical Testing, Coordination, etc.	1	LS	\$ 70,000	\$ 70,000
Sound Enclosed Standby Generator	1	LS	\$ 550,000	\$ 550,000
Subtotal Electrical				\$ 1,810,000
Project Subtotal				\$ 14,550,000
Construction Contingency (10%)				\$ 1,455,000
Approximate Construction Cost				\$ 16,005,000
Construction Management, Inspection, & Testing Services (15%)				\$ 2,401,000
Total Engineer's Estimate (2024 Dollars)				\$ 18,406,000
Total Engineer's Estimate (2025 Dollars)				\$ 18,958,000

Note:

1. Project Subtotal and Total Engineer's Estimate is rounded to three (3) significant figures at Basis of Design approximation level.
2. Existing treatment pond sludge removal and lining rehabilitation not included in this Estimate.
3. All quantities are preliminary and subject to change.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Brian Vogel, Operations Manager

DATE: September 19, 2024

SUBJECT: Request to approve the purchase of a trailer mounted air compressor for a not to exceed amount of \$30,000.

Recommendation

It is recommended that the Board of Directors approve the purchase of a trailer mounted air compressor from Alltech Services, Inc. for a not to exceed amount of \$30,000.

Background

The District's purchasing policy requires Board approval of any requisition for capital items in excess of \$1,000.

Discussion

The gallery wells where we obtain raw water become plugged with silt, sand, and organic matter over time; currently this happens about once a week. We then use a trailer mounted air compressor to air wash the intakes and have been renting an air compressor on a as needed basis. Purchasing our own air compressor would save money and time for the operations staff. Some other uses for the air compressor are:

- Air-powered tools and equipment
- Inflatable pipe-bypass plugs
- Emergency operation of some equipment at the WTP
- Other future uses as they arise

Staff acquired pricing from three sources, All Tech Services Inc., Quinn Rental Store, and Rental Depot. **Table 1** summarizes the pricing from these sources.

Table 1

Attachment	Vendor	Make/Model	Base Price	Tax	Freight	Total
A	AllTech Services inc.	Airman PDS 185S	\$24,295.00	\$1,761.39	\$0.00	\$26,056.39
B	Quinn rental store	QRS239601 18185 cfm	\$25,000.00	\$2,187.50	\$0.00	\$27,187.50
C	Rental Depot	Rotair D185T4F	\$27,427.00	\$2399.86	\$1,000	\$30,826.86

Fiscal Considerations

The FY 2024/25 Budget includes \$30,000 allocated to the purchase of an air compressor.

Results

Approval of the recommended action will allow for the continued maintenance, repair and reliability of the District's water and sewer systems.

Attachments: Air compressor proposals

File: Vehicles and Equipment



1320 El Camino Real
 Atascadero, CA 93422
 805-239-0300 Fax 805-239-0310

PROPOSAL

DATE	PROPOSAL #
7/26/2024	2950

Heritage Ranch CSD
 4870 Heritage Rd
 Paso Robles, CA 93446-4185

P.O. NO.	SITE	PROJECT	CREATED BY:	GOOD UNTIL
	Waste Water Tre...	Compressor	Josh Backlin	8/25/2024

ITEM	DESCRIPTION	QTY	COST	Total
COMPRESSORS	Sale of Airman Compressor Airman PDS185S Trailer mounted compressor Sales Tax San Luis Obis County 2024	1	24,295.00 7.25%	24,295.00T 1,761.39

Terms 30 days. PRICE ON ALL COPPER WIRE SUBJECT TO CURRENT RATES AT TIME OF INVOICE.
 Unless specified above, Freight, taxes, licenses and permits are not included.

Total	\$26,056.39
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Accepted By: _____	Date: _____	WO# _____
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Sales Quote

Quote Q25115

Invoice Amount: \$27,187.50

1560 RAMADA DRIVE, PASO ROBLES, CA 93446
PASO ROBLES Ph: 805-237-7700 Fax: 805-237-0127

Invoice Date: 09/06/2024 Fri 11:02 AM

Jobsite: SALES QUOTE
Contact: BRIAN VOGEL
Phone: 805 227 6230
4870 HERITAGE RD
PASO ROBLES, CA
93446-4185

Bill to: Customer: 296855
HERITAGE RANCH COMMUNITY SER
Attention: Account Payable
4870 HERITAGE RD
PASO ROBLES, CA 93446-4185

Written By: Mike Ambrosio
Sales Rep: MIKE AMBROSIO
PO #:

Signed By: BRIAN VOGEL
Order By: BRIAN VOGEL

QTY	DESCRIPTION	PRICE	EXTENDED
-----	-------------	-------	----------

Sale Items

1.0	ID:QRS239601 SERIAL:US0123090268 MODEL:18 185 CFM AIR COMPRESSOR - DIESEL ***** WHEN OPERATED IN CALIFORNIA, ANY OFF-ROAD HEAVY-DUTY DIESEL VEHICLE,ALTERNATIVE-DIESEL VEHICLE, OFF-ROAD DIESEL VEHICLE, OR PORTABLE DIESEL ENGINE MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD'S REGULATION TO REDUCE PARTICULATE MATTER AND CRITERIA POLLUTANT EMISSIONS FRON IN-USE HEAVY-DUTY DIESEL VEHICLES, IN-USE OFF-ROAD DIESEL VEHICLE REGULATION, OR AIRBORNE TOXIC CONTROL MEASURE FOR DIESEL PARTICULATE MATTER FROM PORTABLE ENGINES RATED AT 50 HORSEPOWER AND GREATER. IT THEREFORE COULD BE SUBJECT TO RETROFIT, EXHAUST RETROFIT, OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CALIFORNIA AIR RESOURCES BOARD WEBSITES AT HTTPS://WWW.ARB.CA.GOV/DIESELTRUCK , HTTPS://WWW.ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM *****	25,000.00	25,000.00
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State 7.25% City 1.5% Total Tax: 8.75%

2,187.50

Total:

27,187.50

AGREEMENT AND ACKNOWLEDGEMENT

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 26 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

AN ADDITIONAL 16% FEE WILL APPEAR ON FINAL INVOICE UNLESS RENTAL EQUIPMENT PROTECTION ("REP") WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

() REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: _____ DATE: _____
(Signature) (Printed Name) (Title)

IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING



1005 Riverside Dr.
Paso Robles, Ca. 93446
www.RentalDepotca.com
805-237-9915 Phone
805-237-9926 Fax



Status: Quote

Quote #: q3905-2

Quote To: Wed 9/ 4/2024 2:00PM

Operator: TIM BANDY

Terms: NET 30

Customer #: 12541

HERITAGE RANCH COMMUNITY SERVICES E Phone 805-227-6230

4870 HERITAGE RD
PASO ROBLES, CA 93446

Sales Rep: PASO STORE PASO@RENTALDEPOTCA.COM

Qty	Item#	Items	Status	Quote Date	Price
1	3006	D185T4F 185CFM AIR COMPRESSOR ROTAIR,	Retail		\$27,427.00
1	4649	FREIGHT CHARGE CUSTOMER FREIGHT TBD, UPON ORDER, APPROX COST NOTED, COULD CHANGE	Retail		\$1,000.00



Take on every job with the versatile Rotair D185T4F air compressor. The D185T4F is designed so you can complete jobs with the right tools. The combination of standard and optional features make the D 185 the right machine for any application.

5-Year/Unlimited Hour Airend Warranty

- › Curb side controls and service valves for safe operation
- › The metal enclosure resists dents and fading, as well as protects major components from job site hazards
- › The new DeepSea controller and Intelligent Start/Stop System prevent cold-starting and blowback
- › Kohler's quiet and efficient engine operates without a DEF or DPF

D185T4F TECHNICAL DATA

COMPRESSOR

Capacity - Pressure (psi)	100 psi - 150 psi
Capacity - Volume (cfm)	145 cfm - 185 cfm
Minimum Working Pressure	73 psi
Drive System Engine-Airend	Direct Drive, Twin Screw Rotor
Compressor Cooling System	Air /Oil
Oil Cooling Capacity	2.75 gal
Air Outlet Temperature	105°F Ambient Temperature
Outlet Valves	2 X 3/4"+ 1 X 1/1"
Battery Capacity	12V 100Ah 790A
Fuel Tank Capacity	23 gal
Fuel Consumption	1.6 gph
Dimensions with Running Gear	L- 124" W- 53" H- 54"
Dry Weight with Running Gear	1,960 lbs
ENGINE	
Engine Type	KOHLER
Engine System	KDI 1903 TCR
Engine System	4 strokes - High Pressure Common Rail
Displacement	1903 cc
N. Cylinders	3
Aspiration	Turbo Intercooler
Max Engine Power @3000 RPM	49.0 HP
Max Engine Speed	2600 RPM
Min Engine Speed	1700 RPM
Cooling System	3.70 gal
Lubrication System	Oil
Lubrication System Capacity	2.57 gal
Max Ambient Temperature	122°F
Min Working Temperature	14°F

PORTABLE COMPRESSORS elgi.us/portable

SERVICE + SUPPORT

- › 5-Year/Unlimited Hour Airend Warranty
- › 3-Year/4000-Hour Kohler Engine Warranty
- › 1-Year/2000-Hour Full Machine Warranty
- › Parts + Service Help: 704-523-4123 or portableservice@elgi.com

Quote valid for 30 days.



Sales:	\$28,427.00
Subtotal:	\$28,427.00
PASO ROBLES TAX:	\$2,399.86
Total:	\$30,826.86
Paid:	\$0.00
Amount Due:	\$30,826.86

Signature: _____

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Doug Groshart, District Engineer

DATE: September 19, 2024

SUBJECT: Request to approve draft contract documents for the Raw Water Vertical Intake No. 2 - Phase 1, and direct staff to finalize the documents and advertise for proposals.

Recommendation

It is recommended that the Board of Directors approve draft contract documents for the Raw Water Vertical Intake No. 2 - Phase 1 (Project - Phase 1), and direct staff to finalize the documents to advertise for proposals.

Background

In 2021, the District delivered the Vertical Intake No. 1. The approved 5-year Capital Improvement Program includes a second vertical intake project. The design phase of the second vertical intake project commenced during FY 2023/24.

Discussion

The scope of the Project - Phase 1 is to drill the borehole, install the casing, and perform pump tests. The District Engineer and the District's consultant for this project, Cleath-Harris Geologists (CHG), have developed draft contract documents. The complete contract documents consist of three parts:

- Part I – Notice Inviting Proposals, Request for Proposals, and Agreement Forms
- Part II – Conditions of the Contract
- Part III – Technical Specifications

The anticipated schedule for the proposal phase of the Project - Phase 1 is:

Advertise for Proposals	September 20, 2024
Pre-proposal Meeting & Site Visit	October 1, 2024
Proposals Due / Bid Opening	October 15, 2024
Contract Award	October 24, 2024

The scope of the Project - Phase 2 will be design and installation of the pump and piping and will be delivered under separate contract documents and agreement.

Staff recommends that your Board approve the attached draft contract documents for the Raw Water Vertical Intake No. 2 - Phase 1, and direct staff to finalize the documents and advertise for proposals.

Fiscal Considerations

The estimated cost of the Project (Phase 1 and 2) is \$225,000 including design and construction. The FY 2024/25 Budget includes \$219,718 to complete the design, and construction.

Staff will return to your Board if additional funding is needed.

Results

Approval of the recommended action will initiate advertising for construction bids to further the District's goal of improving water system resiliency, water quality, and water productivity.

Attachments: Draft Contract Documents for the Raw Water Vertical Intake No. 2 - Phase 1
(Clerk's file)

File: Projects_ Raw Water Vertical Intake No. 2

PROJECT MANUAL

FOR THE

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

4870 HERITAGE ROAD

PASO ROBLES, CA 93446

(805) 227-6230

RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

SEPTEMBER 2024

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CERTIFICATION

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Professional Engineers licensed in the State of California:

SCOTT B. DUFFIELD, PE #C78026 EXP. 9/30/25

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PART I

NOTICE, PROPOSAL AND AGREEMENT FORMS

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NOTICE INVITING BIDS

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HERITAGE RANCH COMMUNITY SERVICES DISTRICT

RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the HERITAGE RANCH COMMUNITY SERVICES DISTRICT (Owner) hereby invites sealed bids which will be received at:

Heritage Ranch Community Services District
4870 Heritage Road
Paso Robles, CA 93446

Until **Month/Day, 2024, at 3:00 pm PST**, or such later date as may be set by Addendum, at which time and at the above address, they will be reviewed, and tabulated bid results will be emailed to bidders by 11 a.m. the next business day following the date bids are due. A public bid opening will be conducted at the above address at 3:01pm PST.

DESCRIPTION OF WORK: The work is comprised of providing a 40-foot deep vertical raw water intake facility near the District's existing raw water intake facility at the Nacimiento River. The Work includes drilling of the intake facility, development and completion, disposal of cuttings, management/disposal of development water, and all other work to make the vertical raw water facility complete and functional as specified, and as specified herein and as shown on the Contract Documents.

LOCATION OF THE WORK - The work is located in Heritage Ranch, California, and more specifically at District's Water Treatment Plant site.

BID OPENING - Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders, their authorized agents and other interested parties, are invited to attend the bid opening.

AWARD OF CONTRACT- The OWNER intends to award a contract **to the lowest, responsive, and responsible bidder to the bid schedule delineated in these contract documents**. All bids submitted shall be in accordance with the provisions of the Contract Documents and the OWNER may waive any minor irregularities or reject any and all bids. Any bid may be withdrawn prior to bid opening but not afterward.

FORM OF THE BID - Bidders must submit proposals on the proposal bid form provided. Proposals will not be considered unless submitted on proposal forms included in the Contract Documents obtained from the OWNER. It is **not mandatory**, but highly recommended, that the bidder attend the pre-bid job conference scheduled for **Month/Day, 2024, at 10 am**. The bidder may contact Doug Groshart **at 805-227-6230** for additional information.

BID SECURITY - Each proposal must be accompanied by cash, a certified or cashier's check, or bidder's bond on the prescribed form and made payable to the OWNER for an amount equal to at least 10 percent of the amount of the Bid, such guaranty to be forfeited should the apparent successful bidder to whom the contract is awarded fail to furnish the required bonds and insurance

certificates, and enter into contract with the OWNER within the time stated in the Proposal requirements. Proposals cannot be withdrawn for the period of time specified in Article 10 of the Instructions to Bidders.

PERFORMANCE SECURITIES – The successful bidder will be required to furnish a payment bond and faithful performance bond in the full amount of the Contract price, and insurance with certificates and endorsements of insurance, as provided in the Contract Documents. The required bonds must be provided only by a surety insurer who is in good standing with the State of California Department of Insurance.

CONTRACTOR LICENSING - In accordance with the provisions of California Public Contract Code Section 3300, the OWNER has determined that the contractor shall possess a valid C-57 Well Drilling Contractor license at the time of bid issuance. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award. In the event of dispute over classification of the license required, the opinion of the contractor's State License Board shall prevail.

WAGE RATE REQUIREMENTS - In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the OWNER. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workmen employed by them in the execution of the work.

CONTRACTOR REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS – In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations **prior to bidding**. Contractor shall verify that this requirement has been met, prior to award of Contract.

AGREEMENT TO ASSIGN - In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

DEPOSIT OF SECURITIES IN LIEU OF RETAINAGE - The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the OWNER, by depositing securities of equivalent value with the OWNER in accordance with the provisions of Section 20300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the OWNER, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

CONTRACT DOCUMENTS - Only PDF electronic copies of the bid documents will be made available to bidders, at no charge to bidders. The special attention of prospective bidders is called to the Instructions to Bidders portion of the Contract Documents for full directions for bidding the Work. To request copies of the contract documents, contact the HRCSD District Engineer, Doug

Groshart, at (805) 227-6230 or email at doug@heritageranchcsd.ca.gov. Contract documents may also be obtained by downloading from the District's website, <https://heritageranchcsd.ca.gov/>. **HOWEVER, IF YOUR FIRM INTENDS TO BID THE PROJECT, YOU MUST NOTIFY THE DISTRICT ENGINEER OF YOUR INTENT TO BID THE PROJECT SO THAT YOU WILL BE PLACED ON THE PLANHOLDERS' LIST. FAILURE TO DO SO MAY CAUSE YOU TO MISS ADDENDA AND OTHER IMPORTANT NOTIFICATIONS DURING THE BIDDING PROCESS, FOR WHICH THE DISTRICT AND DISTRICT ENGINEER WILL NOT BE RESPONSIBLE FOR.**

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

Date: _____

OWNER: _____
SCOTT DUFFIELD, GENERAL MANAGER

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

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HERITAGE RANCH COMMUNITY SERVICES DISTRICT

RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

INSTRUCTIONS TO BIDDERS

- 1) Commencement of Work: No work shall commence before contract bonds and insurance certificates have been filed with the OWNER, the Contract has been signed by the OWNER and the Notice to Proceed has been issued by the OWNER.
- 2) Completion Time: The Contractor shall obligate him/herself to satisfactorily complete the work within **60 (sixty) calendar days**. The date of the Notice to Proceed issued by the OWNER shall constitute the starting date of the Contract. Upon issuance of the Notice to Proceed, the Contractor shall immediately begin and diligently prosecute the work to completion.
- 3) Liquidated Damages: Per Article 6.1 of the Supplementary General Conditions.
- 4) Method of Payment: Payment will be made on the basis of the **unit price** bid and as set forth in the General Conditions and Supplementary General Conditions.
- 5) Form of the Bid and Signature: The proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope addressed and marked as hereinafter directed.

The bidder shall state the **unit price** for which he/she proposes to supply the labor, materials, supplies, or equipment, and perform the work required by the Specifications.

- The low bidder, for purposes of award, shall be the conforming, responsible bidder offering the most favorable bid per the project base bid. All bids shall be evaluated on the same basis.

If the proposal is made by an individual, it shall be signed and his/her full name and mailing address shall be given; if it is made by a firm, it shall be signed with the partnership name of a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Bidder may only modify his bid by written communication received by the OWNER prior to said closing time; provided that it shall be the responsibility of the bidder to ensure receipt of such document by the OWNER prior to said closing time. Any written modification so received will be read aloud at the time and place fixed for opening and reading of bids. Written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened.

- 6) Interpretation and Addenda: No oral representation or interpretations will be made to any bidders as to the meaning of the Contract Documents. All questions about the meaning or intent of the Contract Documents are to be directed to the engineer. Additions, deletions, or revisions to the Contract Documents considered necessary by the engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by

the engineer or District as having received the Contract Documents. Questions received less than 14 days prior to the date of Bid opening may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be used to make other additions, deletions, or revisions to the Contract Documents.

Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.

7) Bidder's Examination of Contract Documents and Site:

- A. It is the responsibility of the Bidders to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Bidders may apply to the Engineer for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the Work.

Submission of a proposal by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied and is relying on their own examination of (a) the site of the work; (b) access to the site; and (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the lack of knowledge of the above items. Removal, relocation, or protection of existing public utilities not identified by the District shall be done in conformance with Section 4215 of the Government Code.

- B. Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). Submission of a proposal shall constitute acknowledgment, upon which the Owner may rely, that the bidder has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.
- C. Each bidder shall review the Plans and Specifications, prior to the submission of the bid, and report any errors and omissions noted by the Contractor to the Engineer. The review by the Contractor shall be confined to the Contractor's capacity as a contractor, and not as a licensed design professional.

8) OWNER Investigations and Testings: NOT USED

- 9) Addenda or Bulletins: Any addenda or bulletins issued during the time of bidding shall form a part of the Contract Documents and Specifications, shall be covered in the proposal, and shall be made part of the Contract. Receipt of addenda must be acknowledged in the appropriate space on the Proposal Form. Failure to acknowledge all such addenda will be cause to reject the bid as being non-responsive. It is the Bidder's responsibility to determine whether any addenda or bulletins have been issued.
- 10) Preparation of the Proposal: All blank spaces in the Proposal Forms, Contract Documents, and Bid Schedule shall be properly filled in. The phrasing of the proposal shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it invalid and may cause its rejection. Alterations by erasure or inter-lineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the Bid Schedule.

A Bidder may withdraw his/her proposal before the time fixed for opening of bids, without prejudice to himself, by submitting a written request to the OWNER for its withdrawal, and his proposal will be returned to him unopened when reached in the procedure of opening bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the Contract after award, as provided hereinafter.

No proposal received after the time named or at any place other than the place stated in the Notice to Bidders 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 minor irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make award to the apparent lowest responsible bidder for a period of 60 calendar days from the receipt of the award of bid. No proposal can be withdrawn for a period of 60 calendar days from the date of award of the bid, unless otherwise required by law. Where bonds are required, the bidder shall name in his/her bid the surety or sureties who have agreed to furnish said bonds.

- 11) Licensing of Contractors: Before submitting bids, Contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

A photocopy of the appropriate license(s) shall be submitted with the proposal.

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Proof of registration with the DIR will be required prior to award of any public works contract.

- 12) List of Subcontractors Filed With Bid: Each proposal shall have listed on the forms provided, the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the proposal or \$10,000, whichever is greater. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the Contractor to furnish materials and labor, labor only,

and/or one who specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the Contract Documents. All listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq.

The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any work designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

- 13) Submission of Bids: All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. The OWNER shall not consider any Bid received after the time fixed or received at any place other than the place stated in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed and executed: Bid, Designation of Subcontractors (if applicable), Bid Bond (or other bid guarantee), Experience Qualifications and Noncollusion Declaration. Each Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened and addressed in conformance with the instructions in the Notice Inviting Bids. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

Bids shall acknowledge receipt of all addenda (identified by addendum no.) issued during the bidding period. Failure to acknowledge an addendum or clarification may result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place specified in the Notice Inviting Bids, unless changed by addendum. All Bids will be opened and read publicly. Bidders, their representatives and other interested parties, are invited to be present at the opening.

- 13a) Discrepancy in Bids: In the event of discrepancy between unit prices and totals, unit prices will prevail. [In case of discrepancy between words and figures, words will prevail.]
- 14) 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 unless alternate bids are specifically requested. 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.
- 15) Additive Bid Items: If additive bid items are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any additive or combination of additives.
- 16) Award of Contract: Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the

Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the work is contained in more than one Bid Schedule, the owner may award Schedules individually or in combination. In the case of two or more Bid Schedules which are alternative to each other, only one such alternative schedule will be awarded.

Before a Bid is considered for award, the OWNER may, in addition to the Experience Qualifications form, require a Bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the OWNER may require evidence that the Bidder has performed other work of comparable magnitude and type. The OWNER expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Bidder (including the Bidder's subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

- 17) Return of Bid Security: Within 14 days after the award of the contract, the owner will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
- 18) 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 will be required to present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the OWNER that Bidder or his/her associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.
- 19) Local Conditions: Bidders shall read the Specifications, examine the reference drawings, inspect the project site, 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, project difficulty, and all other contingencies.

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, actual quantities, and requirements and as to the accuracy of the quantities stated in the Bid Schedule. Information derived from the maps, plans, Specifications, profiles, or drawings, or from the Engineer or his/her assistants, shall not relieve the Bidder of this responsibility.

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 completed and material furnished and the unit price stated in the Bid Schedule. **Bidders are encouraged to attend a pre-bid conference at the date, time, and location specified in the Notice Inviting Bids.**

- 20) Substitution of Materials: All materials are mentioned as standards. Should a Contractor desire to substitute materials or methods for those specified, he shall state on a separate sheet attached to his bid the price deduction he will make if such a substitution is accepted in material and/or method. Such substitution submittal, however, may not be used in the

determination of the lowest qualified bidder. Question of all such substitutions shall be determined prior to the award of the Contract, as no substitution will be permitted after the Contract is signed unless approved in writing by the Engineer.

- 21) Payments: Payments to the Contractor on account of the Contract shall be made in accordance with the terms set forth in Article 1.7, Section 20104.5 of the State Public Contract Code, General Conditions and Supplementary General Conditions.
- 22) Execution of Contract: The apparent successful bidder shall execute a written Contract on the Form of Agreement attached hereto, secure the payment of workmen's compensation, furnish good and approved bonds, and proof of specified insurance as required in the following Articles, all in accordance with the provisions hereof within 15 calendar days or such additional time as may be allowed by the Engineer from the date of the mailing of a notice of award of bid according to the address given by him, of the acceptance of his proposal. If a bidder to whom award is made fails or refuses to enter into Contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by Bidder's security check or Bond shall be forfeited to the OWNER, the award will be annulled, and at the discretion of the OWNER, the Contract may be awarded to the next lowest bidder; and such bidders shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may 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.
- 23) Bonds: A bidder to whom the Contract is awarded shall, within the time mentioned in the preceding Article, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the Contract. Said bond is hereinafter referred to as the Faithful Performance Bond. Within the time mentioned in the preceding Article, the bidder to whom the Contract is awarded shall furnish such faithful performance bond and shall also furnish a Payment Bond within said time frame. The Faithful Performance Bond and the Payment Bond shall be in the form approved by the OWNER and in the amount stipulated in the GENERAL CONDITIONS.

The surety or sureties on all bonds furnished must be satisfactory to the OWNER. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at his/her own cost and expense. The OWNER reserves the right to reject any bond if, in the opinion of the Engineer, the sureties' acknowledgment is not in the form included within the Contract Documents or in another form substantially as prescribed by law.
- 24) Insurance Policies and Bonds: Attention is directed to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. A bidder to whom the Contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said Code have been observed, including proof of unemployment insurance. The required bonds must be provided only by surety insurer who is duly admitted by the Insurance Commissioner of the State of California.
- 25) Liability Insurance: Before the Contract is executed on behalf of the OWNER, a bidder to whom the Contract has been awarded shall furnish to the OWNER the necessary policy or certificate of liability insurance in which the OWNER and the Engineer shall be named as

additional insureds with the bidder in the amount specified in the SUPPLEMENTARY GENERAL CONDITIONS, ARTICLE 11, entitled "Insurance." The policy shall insure the OWNER, the Engineer, the OWNER's officers and employees, the bidder, his employees and his Subcontractors and 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 Policy shall provide for the limits stated with any insurance policy carried out by the OWNER.

- 26) Assignment of Contract: No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had prior approval of the awarding authority and the surety has had notice of such assignment in writing and has given his/her written consent thereto.
- 27) Non-Collusion Affidavit: Section 7106 of the Public Contract Code requires that each bidder execute a Non-collusion Affidavit on all public works contracts. Bidder shall execute the Non-Collusion Affidavit included with the Contract Documents and submit it to the OWNER with the Proposal.
- 28) Disqualification of Bidder: If there is a reason to believe that collusion exists among any of the bidders, none of the bids of the participants in such collusion will be considered, and the OWNER may likewise elect to reject all bids received.
- 29) Rejection of Proposals: The OWNER reserves the right to reject any proposals which are incomplete, obscure, or irregular, any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the OWNER; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.
- 30) Relief of Bidders: Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the OWNER written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.
- 31) Debarred Contractors and Subcontractors: No contractor or subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- 32) Taxes: Bid prices shall include all applicable federal, state, and local taxes.
- 33) Bid Protest Procedures: Any bid protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to the OWNER, HERITAGE RANCH COMMUNITY SERVICES DISTRICT, 4870 HERITAGE ROAD, PASO ROBLES, CA 93446 at least ten (10) business days before the original date set for the bid opening. Any bidder

who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

Any bid protest relating to the award of the contract for the work must be submitted in writing to Owner at the address specified above. The protest must be received before 5:00 p.m. of the third business day following bid opening.

The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion(s) of the bid documents which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by fax or overnight mail.

The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

34) Items Required for a Completed Proposal:

- a) Signed Proposal Form
- b) Experience Qualifications Form
- c) Bid Schedule (acknowledge addenda, if any)
- d) Contractor's Licensing Statement
- e) List of Subcontractors
- f) List of Material/Equipment Suppliers
- g) Acknowledgment of Insurance Requirements
- h) Bid Security Form and Bid Bond
- i) Non-Collusion Affidavit
- j) Certificate of Bidder Regarding Affirmative Action Program
- k) Proof of Worker's Compensation Insurance
- l) One photocopy of each license required by these Instructions to Bidders
- m) References (or other information)

END INSTRUCTIONS TO BIDDERS

PROPOSAL

HERITAGE RANCH COMMUNITY SERVICES DISTRICT
4870 HERITAGE ROAD
Paso Robles, CA 93446

District Board of Directors:

The undersigned hereby proposes to perform all work for which a contract may be awarded to it and to furnish any and all supervision, plant, labor, services, material, accessories, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as provided in the Contract Documents, entitled:

RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

together with all appurtenances thereto, all as set forth in the Contract Documents including Addenda _____, _____, and _____; and further proposes and agrees that, if its Proposal is accepted, it will contract in the form and manner stipulated to perform all the work called for in the Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that it will accept as full payment therefore the price or prices set forth in the Bid Schedule forming a part hereof.

A bid bond or cashiers/certified check properly made payable to: HERITAGE RANCH COMMUNITY SERVICES DISTRICT

hereinafter designated as the OWNER, for the sum of:

_____ dollars (\$ _____), which amount is not less than 10 percent of the total amount of the 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 proceeds of said check shall be forfeited to the OWNER.*

* Sureties or surety liability to the OWNER for forfeiture of the face amount of the bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all of the documents contained in the Table of Contents and which shall comprise those documents specifically referred to in ARTICLE 4 of the Agreement;
2. The undersigned has, by investigation at the site the Work and otherwise, satisfied itself as to the nature, location, and quantity of the Work and has fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof;
3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in its Proposal and further understands that the OWNER will in no way be responsible for any errors or omissions in the preparations of this Proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of the specified insurance coverage within the time frame specified in Articles 22 through 25 of the Instructions to Bidders. This Proposal may not be withdrawn for a period of time specified in Article 10 of the Instructions to Bidders, unless otherwise required by law. If any bidder shall withdraw its bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and its 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 or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for itself an advantage over any other bidder;
6. In conformance with the current statutory requirements of Section 1860 et. seq. of the Labor Code of the State of California, the undersigned confirms the following as his or her certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the Work of this contract.

7. The undersigned has submitted the following with this proposal as required for a completed bid:
 - a) Signed Proposal Form
 - b) Experience Qualifications Form
 - c) Bid Schedule (acknowledge addenda, if any)
 - d) Contractor's Licensing Statement
 - e) List of Subcontractors
 - f) List of Material or Equipment Suppliers
 - g) Bid Security Form and Bid Bond
 - h) Non-Collusion Affidavit
 - i) Affirmative Action Form
 - j) Proof of Worker's Compensation Insurance
 - k) One photocopy of each license required by these Instructions to Bidders
 - l) References (or other information)
 - m) Certificate of Liability Insurance Endorsement
 - n) Proof of Unemployment Insurance

NOW: In compliance with the Notice Inviting Bids and all the provisions herein before 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 is based.

Dated _____

Bidder _____

Bidders Post Office Address

By _____

License number, expiration date

Title _____

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EXPERIENCE QUALIFICATIONS

(To Accompany Proposal)

The bidder has been engaged in the contracting business, under the present business name, for 5 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 5 years.

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

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm, or authority indicated, and to whom reference is made:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signed: _____

Title: _____
(Same as for signature on proposal)

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BID SCHEDULE

HERITAGE RANCH COMMUNITY SERVICES DISTRICT RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

Refer to Section 01 20 00, Price and Payment Procedures, for further definitions of the bid items in this Bid Schedule.

	Item (includes installation)	Units	Quantity	Unit Price	Item Price
1	Well Construction Permit	Lump Sum	1	Lump Sum	
2	Mobilization / Demobilization, Site Clean Up	Lump Sum	1	Lump Sum	
3	Build berms to prevent runoff into the Nacimiento River	Lump Sum	1	Lump Sum	
4	Drill test hole to 24-inch diameter to a maximum of 40 feet	Lineal foot	40		
5	Install 12-inch diameter, stainless steel 304 blank water well casing from wellhead to 13 feet depth.	Lineal foot	13		
6	Install 12-inch diameter, stainless steel wire-wrap water well casing with 0.040-inch slots from 13 to 28 feet depth.	Lineal foot	15		
7	Centralizers at top and bottom of screened interval	Each	6		
8	3-inch diameter, schedule 40, low carbon steel gravel fill tube to 11 feet depth	Lineal foot	11		
9	3/8-inch pea gravel from 28 to 40 feet depth.	Cubic yard	1.1		
10	4508R, 1.7-2 mm, SiLiBead glass water well beads from 10 to 28 feet depth	Cubic yard	1.6		
11	Sanitary cement seal	Lineal foot	10		
12	Air-lift development	Hour	1		
13	Install/remove test pump (with 1-inch I.D. sounding tube terminating immediately above pump bowls).	Lump Sum	1	Lump Sum	
14	Pump development	Hour	1		
15	Constant discharge test	Hour	8		
16	Drilling fluid disposal	Lump Sum	1	Lump Sum	
	TOTAL				
17	Abandon test hole if necessary (do not add to total)	Lump Sum	1	Lump Sum	

Total Bid Amount in Words: _____

Signature of Bidder: _____ Date: _____

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown above. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

The quantities of work or material stated in the Unit Price Items of the Bid Schedule 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, and reserves the right after award to increase or decrease the amount of any Unit Price Item of the work by an amount up to and including 25 percent of any Bid Item, without a change in the Unit Price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: _____ Bidder: _____

By: _____

Contractor's License No. & Expiration Date: _____

Title: _____

END OF BID SCHEDULE

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors, including Department of Industrial Relations (DIR) registration requirements mandated by California Labor Code Section 1725.5.

Contractor's License Classification and number: _____

Name of individual contractor (print or type): _____

Signature of Owner: _____

Business address: _____

Business telephone: _____

or

Name of Firm: _____

Business address: _____

Business telephone: _____

Signature, title, and address of members signing on behalf of partnership:

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

or

Name of Corporation: _____

Business address: _____

Corporation organized under the laws of the State of: _____

Signature of the President
of the Corporation

Signature of the Secretary
of the Corporation

Contractor's License number is: _____

The License expiration date is: _____

The representations made herein are made under penalty of perjury.

Authorized Signature of Contractor or Corporation _____

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LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4100 and 4104 et. seq. of the Government Code of the State of California, the bidder shall, in its bid, list the name, License Number and Classification, and place of business of each subcontractor who will perform work or labor or render service to the prime contractor in an amount in excess of one-half of 1 percent of the prime contractor's total bid, including the percentage of Prime Contractor's total base bid.

Name Under which Subcontractor is Licensed	License No. and Classification	Address of Office, Mill or Shop	Percent of Total Bid
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: Do not list alternative subcontractors for the same work.

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LIST OF MATERIAL/EQUIPMENT SUPPLIERS

Name the manufacturer or manufacturers of the items listed below and every major product or major piece of equipment whose cost exceeds fifteen percent (15%) of the total bid amount.

In addition, the bidder is required to fill out the following blanks, listing manufacturers from whom it intends to purchase the indicated items and which selections will be considered as binding upon the Bidder, provided that all such selections shall comply with the provisions of the Contract Documents, and may not be changed by the bidder without written approval of the Engineer.

Item	Material	Manufacturer
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____
4.	_____	_____
	_____	_____
5.	_____	_____
	_____	_____
6.	_____	_____
	_____	_____
7.	_____	_____
	_____	_____

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BID SECURITY FORM

(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid in lieu of a bid bond.)

Accompanying this proposal is a *Certified *Cashier's check made payable to the order of HERITAGE RANCH COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for _____ dollars (\$_____), this amount being 10 percent of the total amount of the bid. The proceeds of this check shall become the property of said OWNER provided this proposal shall be accepted by the said OWNER through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance Bond and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned for a period of 60 calendar days from receipt of the award of bid. The proceeds of this check shall also become the property of the OWNER if the undersigned shall withdraw his bid within the period specified in Article 10 of the Instructions to Bidders, unless otherwise required by law, and notwithstanding the award of the Contract to another bidder.

Signature

Bidder

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of check, the Bid Bond form on the following page shall be executed. The sum of this bond shall be not less than 10 percent of the total amount of the bid.

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BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as principal and _____ as surety, are held and firmly bound unto HERITAGE RANCH COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of _____ dollars, (\$ _____), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will 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 bounden for the completion of the **RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1** as specifically set forth in documents entitled Contract Documents and Specifications for the **RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1** in accordance with the Specifications and Construction Drawings on file at the District office at 4870 Heritage Road, Paso Robles, CA 93446 or available on the District's website, <https://heritageranchcsd.ca.gov/>, is not withdrawn within the period specified in Article 10 of the Instructions to Bidders, unless otherwise required by law, and 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 bounden his/her 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 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

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

_____ 20_____

Signature

Title

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

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ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing below, Bidder acknowledges the insurance requirements as listed in the General Conditions, Article 6 – Bonds and Insurance, and Supplementary General Conditions, Article 11 - Insurance. By this acknowledgment, the Bidder and its insurance provider(s) and surety(ies) certify that they have read and understand the insurance and bonding requirements in their entirety, including limits of coverage, additional insureds and endorsements, and bonding requirements, and that the Bidder can provide the insurance coverage and bonds as required in the Contract documents without exception.

Bidder understands that if the insurance coverage provided in these referenced Sections above cannot be provided, its bid is subject to rejection by the Owner as non-responsive.

BIDDER

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

INSURANCE PROVIDER/SURETY REPRESENTATIVE

Insurer/Surety Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Bidder Must Provide This Acknowledgment for Each Insurer or Surety Providing Insurance Coverage or a Bond under this Contract

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NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT, STATE OF CALIFORNIA)

_____) SS
_____)

I, _____, being first duly sworn, deposes and says that

he/she is _____
(sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing bid; 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, not 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/her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay 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 their financial interest with said bidder in his/her general business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature

Title

Subscribed and sworn to before me on this _____ day of _____, 20__

Seal of Notary

Notary Public _____

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CERTIFICATE OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

The Bidder hereby certifies that he or she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, the California Fair Employment Practices Act of 1964, Executive Order No. 11246, The California Fair Employment Practices Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: _____

Address: _____

Name and Title of Signer: _____

Signature

Date

(The above certification of the Bidder regarding its affirmative action program shall be filled out completely, signed and submitted by each bidder and shall be part of the Contract Documents.)

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WORKER'S COMPENSATION INSURANCE CERTIFICATE

Prior to execution of the Contract Agreement, the Contractor shall execute the following form as required by Sections 1860 and 1861 of the California Labor Code:

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

Date: _____

Contractor _____

By _____
(Signature)

Title _____

Attest:

By _____
(Signature)

Title _____

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AGREEMENT

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

This Agreement, made and entered into this _____ day of 20____, at _____, California, by and between the HERITAGE RANCH COMMUNITY SERVICES DISTRICT referred to as the "OWNER", and _____ hereinafter referred to as the "Contractor."

WHEREAS, the Contractor, as will appear by reference to the records of the Proceedings of the OWNER, was duly awarded the Contract for the Work hereinafter mentioned.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

ARTICLE 1 - Witness to, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by said OWNER, and under the conditions expressed in the two bonds, bearing even date with these present, and hereunto annexed, said Contractor agrees with said OWNER, at its own cost and expense, to do all the work and furnish all materials, except such as are mentioned in the Contract Documents to be furnished by the OWNER, necessary to construct and complete in good, workmanlike and substantial manner for the below described work in accordance with the Contract Documents as listed herein and are by such reference made a part hereof.

The work generally consists of the following: providing all necessary labor, materials, accessories, equipment, and supervision to provide a 40-foot deep vertical raw water intake facility near the District's existing raw water intake facility at the Nacimiento River. The Work includes drilling of the intake facility, development and completion, disposal of cuttings, management/disposal of development water, and all other work to make the vertical raw water facility complete and functional as specified.

ARTICLE 2 - The said OWNER hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said 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 above set forth; and the said parties for themselves, their heirs, executors, and administrators.

ARTICLE 3 - The said Contractor agrees to receive and accept the price stated in the preceding Bid Sheet as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said OWNER and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, and the whole thereof in the manner and according to the requirements of the Contract Documents therefore, and the requirements of the Engineer under their terms, to wit. Refer to Article 4.6 of the Supplementary General Conditions for retention to be withheld from Progress Payments.

ARTICLE 4 - This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exist between the parties. This contract can be modified only by an agreement in writing signed by both parties. It is also expressly agreed by and between the parties hereto that the Contract Documents shall consist of:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, Acknowledgment of Insurance Requirements, Designation of Subcontractors, Experience Qualifications, Contractor's Licensing Statement, List of Material/Equipment Suppliers, Non-collusion Affidavit, Certificate of Bidder Regarding Affirmative Action Program, Worker's Compensation Insurance Certificate, and all required certificates and affidavits
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary General Conditions
- Technical Specifications
- Drawings as listed in the List of Drawings
- Addenda numbers _____ to _____, inclusive
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be amended by Change Order as provided in Article 10 of the General Conditions.

ARTICLE 5 - Contractor agrees to commence work pursuant to this Contract on the date specified in the Notice to Proceed, and to diligently prosecute the same to completion within the time stipulated in the INSTRUCTIONS TO BIDDERS, Article 2.

ARTICLE 6 - The Contractor shall defend, indemnify and save harmless the OWNER, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability occasioned by the performance or attempted performance of the provisions hereof.

ARTICLE 7 - If either party becomes involved in arbitration or litigation arising out of this contract or the performance of it, the court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

ARTICLE 8 - No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and Contractor have caused this Agreement to be executed the day and year first above written.

HERITAGE RANCH COMMUNITY
SERVICES DISTRICT
BOARD PRESIDENT _____

CONTRACTOR _____

By _____

By _____
[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

(Signature)

Agent for service of process: _____

(Title)

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That I/we, _____ as Principal(s), are firmly bound unto the HERITAGE RANCH COMMUNITY SERVICES DISTRICT in the sum of:

_____ dollars, said sum being 100 percent of the amount of the following described contract, to be paid to the said HERITAGE RANCH COMMUNITY SERVICES DISTRICT, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Board of Directors of the HERITAGE RANCH COMMUNITY SERVICES DISTRICT, State of California, by formal action on the _____ day of _____, 20_____, awarded to said Principal, a contract for the:

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1**

in strict conformity with the Contract Documents, and whereas, said Principal, his or her heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and any alteration thereof made and therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on the bond, and it does hereby waive notice of any change, extension of time, alteration, or addition in terms of the Contract or to the Work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20 _____.

Contractor _____ Surety _____
By _____ By _____
Title _____ Title _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NOTE: Signature of person executing for the Surety must be properly acknowledged.

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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 OWNER in the sum of: _____ dollars (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with said HERITAGE RANCH COMMUNITY SERVICES DISTRICT for the **RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1** project as specifically set forth in documents entitled, "Contract Documents and Specifications for HERITAGE RANCH COMMUNITY SERVICES DISTRICT – **RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1** and is required under the terms of the Contract to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, his Subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory therefore, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the person, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or preformed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said laws, then said surety will pay the same in an amount not exceeding the sum herein above set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee as shall be fixed by the court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

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.

WITNESS our hands this _____ day of _____ 20 _____.

Contractor _____ Surety _____

By _____ By _____

Title _____ Title _____

Signature of person executing for the Surety must be properly acknowledged.

NOTICE OF AWARD

Date: _____, 20 _____

To: _____
(Bidder)

Project: HERITAGE RANCH COMMUNITY SERVICES DISTRICT
RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

You are hereby notified that your bid dated _____, 20_____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

(Indicate "Total Work", alternates, or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____), corresponding to Bid Schedule ____ in the Bid Documents.

You must comply with the following conditions within fifteen (15) calendar days of the date of this Notice of Award, that is, by _____, 20_____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders, ARTICLE 23; GENERAL CONDITIONS, ARTICLE 5.
3. You must also deliver certificates of insurance as specified in the Instructions to Bidders, ARTICLE 24 and 25; GENERAL CONDITIONS, ARTICLE 5; and SUPPLEMENTARY GENERAL CONDITIONS, ARTICLE 11.
4. (List other conditions precedent.)

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within fifteen (15) calendar days after you comply with these conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

By _____
SCOTT DUFFIELD, GENERAL MANAGER

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NOTICE TO PROCEED

Date: _____, 20_____

To: _____
(Contractor)

Project: HERITAGE RANCH COMMUNITY SERVICES DISTRICT
RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

You are notified that the Contract Time under the above contract will commence to run on _____, 20 _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with ARTICLE 2 of the Instructions to Bidders, the project is to be completed by _____ 20 _____.

The Contract provides for an assessment of liquidated damages of the sum stipulated in Article 6.1 of the Supplementary General Conditions, for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Before you may start any Work at the site, you must

(add any applicable requirements)

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
SCOTT DUFFIELD, GENERAL MANAGER

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CHANGE ORDER

Contract Changer Order No. _____

Date _____
Vertical Intake No.2, Phase 1

CONTRACT TITLE: RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

CONTRACTOR: _____

DESCRIPTION OF CHANGES	NET CHANGE
NET CHANGE IN CONTRACT PRICE	\$
Original Contract Amount	\$
Total Previous Changes	\$
Amount of this Change	\$\$
New Contract Total	
Change in Contract Time	

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by ENGINEER

Date

Approved by CONTRACTOR

Date

Approved by OWNER

Date

CHANGE ORDER INSTRUCTIONS:

- A. General Information: This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Contract Price or Contract Time.
- B. Completing the Change Order Form: Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from OWNER, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to OWNER for approval. Engineer should make distribution of executed copies after approval by OWNER.

If a change only applies to either price or to time, cross out the part of the tabulation that does not apply.

WORK DIRECTIVE CHANGE
(Instructions on reverse side)

No. _____

DATE: _____

PROJECT: RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

CONTRACTOR:

ENGINEER: HRCSD / CLEATH-HARRIS GEOLOGISTS, INC.

You are directed to proceed promptly with the following change(s):

Description:

Attachments:

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Time:

Method of determining Contract Price:

RECOMMENDED:

AUTHORIZED:

By _____

By _____

Title _____

Title _____

WORK DIRECTIVE CHANGE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Time. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Time, a Field Order may be used.

B. COMPLETING THE WORK DIRECTIVE CHANGE FORM

The Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between the Engineer and the Contractor, the Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Directive change must be issued to change the time or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Time, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME: Mark the Method to be used in determining the change in Contract Time and the estimated increase or decrease in Contract Time. If the change involves an increase in the Contract Time and the estimated time is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the time or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable."

Once the Engineer has completed and signed the form, all copies should be sent to the OWNER for authorization because the Engineer alone does not have authority to authorize changes in Price or Time. Once authorized by the OWNER, a copy should be sent by the Engineer to the Contractor.

Once the Work covered by this directive is completed or final cost and time determined, the Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
HERITAGE RANCH COMMUNITY SERVICES DISTRICT
4870 HERITAGE ROAD
PASO ROBLES, CA 93446

NOTICE OF COMPLETION

Project Title: **RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1**

Date: _____

OWNER: _____ APN NO. [_____]

The Project or portion of The Project completed is: **RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1**

The location of The Project is: PASO ROBLES, SAN LUIS OBISPO COUNTY, CALIFORNIA

The work performed under this contract has been inspected by authorized representatives of the OWNER, the Contractor, and the Engineer, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the OWNER and declared to be substantially completed on the above date.

Completion of the Work shall be the date of such acceptance of the Work by the OWNER, as provided under California Civil Code Section 3086. Completion shall mean substantial performance of the contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected is appended hereto. All such work shall be completed or corrected to the satisfaction of the OWNER within 30 calendar days, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the OWNER under the Contract to cover the value of such uncompleted or uncorrected items.

NO TRANSFERORS

Engineer

By _____ Date: _____
Authorized Representative/Date

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items on the appended list within 30 calendar days or waives all rights to any monies withheld therefor.

Contractor

By _____ Date: _____
Authorized Representative/Date
(PRINTED NAME HERE)

The OWNER accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at _____(time), on _____(date). The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the OWNER after that date.

I, the undersigned say: I am the GENERAL MANAGER of the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

FOR THE OWNER HERITAGE RANCH COMMUNITY SERVICES DISTRICT,
4870 HERITAGE ROAD, PASO ROBLES, CA 93446

By _____
Authorized Representative/Date
SCOTT DUFFIELD

REMARKS: The following supplementary sheets listing such items remaining to be completed or corrected are hereby made a part of this document by this reference thereto.

CONSENT OF SURETY - RETAINAGE
Request for Adjustment of Retainage

PROJECT TITLE _____ PROJECT NO _____

PROJECT MANAGER _____ CONTRACT NO. _____

RESIDENT PROJECT REPRESENTATIVE _____

CONTRACTOR _____

The Contractor, _____, hereby requests

that the percentage of progress payment estimates retained by the OWNER under the provisions of the Contract

Documents be REDUCED to _____ % DISCONTINUED.
(Delete inapplicable term)

by _____ Date _____
Contractor Representative

The Surety on the Performance Bond for said Project _____ hereby approves the foregoing request.

Power of Attorney must be attached to original copy by _____ Date _____
Attorney-in-fact

Approval IS/IS NOT recommended: The percentage of completion of _____ 20____ is _____ % and the present percentage of elapsed time as of _____ 20____ is _____ %.

by _____ Date _____
Resident Project Representative

Approval IS/IS NOT recommended:

by _____ Date _____
Project Manager

APPROVED/DISAPPROVED by _____ Date _____
Board President

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CONSENT OF SURETY - Final Payment

PROJECT NAME _____ PROJECT NO. _____

LOCATION _____ CONTRACT NO. _____

TYPE OF CONTRACT _____

AMOUNT OF CONTRACT _____

In accordance with the provisions of the above-named contract between the OWNER and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the OWNER, California, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____ 20_____.

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE: _____

(Corporate Seal)

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UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(California Civil Code 3262(d)2)

The undersigned has been paid and has received a final payment in the sum of:

\$ _____ for labor, services, equipment, and material furnished to:

(Your Customer)

on the job of _____
(OWNER)

located at _____
(Job Description)

and does hereby waive and release pro tanto* any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to:

_____ through _____

only and does not cover any retention or items furnished after that date.

Dated _____

(Company Name)

By _____
(Title)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

*For so much; for as much as may be; as for as it goes.

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PART II

CONDITIONS OF THE CONTRACT

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STANDARD GENERAL CONDITIONS

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GENERAL CONDITIONS

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SUPPLEMENTARY GENERAL CONDITIONS

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HERITAGE RANCH COMMUNITY SERVICES DISTRICT

RAW WATER VERTICAL INTAKE NO. 2 - PHASE 1

SUPPLEMENTARY GENERAL CONDITIONS

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SUPPLEMENTARY GENERAL CONDITIONS

1. SCOPE

The Work to be performed under this Contract shall consist of furnishing everything necessary for the fulfillment of the Contract in strict accordance with the requirements of the Contract Documents. The Work shall be complete, and anything not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be accomplished by the Contractor as though originally so indicated in the Contract Documents, at no increase in cost to the OWNER. The Contractor shall obligate him/herself to satisfactorily complete the Work within the time stipulated in Article 2 of the Instructions to Bidders. The date of the Notice to Proceed issued by the OWNER shall constitute the starting date of the Contract. Upon issuance of the Notice to Proceed, the Contractor shall immediately begin and diligently prosecute the work to completion.

2. GENERAL

These Supplementary General Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated. All provisions which are not so amended or supplemented remain in full force and effect. These Supplementary General Conditions are cross-referenced to EJCDC General Conditions, 2018 version.

3. SUPPLEMENTARY DEFINITIONS

Wherever in these Contract Documents the following terms are used, the intent and meaning shall be shown herein. All terms not listed in the following amended or supplementary definitions shall have the meanings assigned to them in the Standard General Conditions of the Construction Contract:

3.1 OWNER as referred to in ARTICLE 1 of the STANDARD GENERAL CONDITIONS of the Construction Contract shall be the HERITAGE RANCH COMMUNITY SERVICES DISTRICT. The official address of the OWNER is:

HERITAGE RANCH COMMUNITY SERVICES DISTRICT
4870 HERITAGE ROAD
PASO ROBLES, CA 93446

3.2 ENGINEER as referred to in ARTICLE 1 of the STANDARD GENERAL CONDITIONS of the Construction Contract shall be **HERITAGE RANCH COMMUNITY SERVICES DISTRICT** acting either directly or through properly authorized agents acting within the scope of their particular duties delegated to them or when designated in the Contract.

- 3.3 SUBSTANTIAL COMPLETION as defined in ARTICLE 1 of the STANDARD GENERAL CONDITIONS of the Construction Contract is hereby clarified with the following additional definition:

Substantial Completion shall exist when there has been no willful departure from the terms of the Contract, and no omission in essential points, and the Contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance from the strict and literal performance consists of technical or unimportant omissions or defects, and that the Work may be utilized for the purposes for which it is intended. Substantial Completion shall mean Completion as evidenced by a certificate of completion filed by the **GOVERNING BODY** pursuant to the requirements of Sections 3086 and 3093 of the California Civil Code. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

- 3.4 SUPPLEMENTARY CONDITIONS as defined in ARTICLE 1 are also referred to as these Supplementary General Conditions.

4. AMENDMENTS OR SUPPLEMENTS TO STANDARD GENERAL CONDITIONS

- 4.1 Nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances wherever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided, however, that nothing herein shall relieve the Owner from identifying main or trunk lines in the plans and specifications.
- 4.3 If the Contractor, while performing the Contract, discovers utility facilities not identified by the OWNER, he shall immediately notify the OWNER and the utility owner in writing.
- 4.4 The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price at the utility owner's expense.
- 4.5 Partial Payments: The provisions of ARTICLE 15 of the STANDARD GENERAL CONDITIONS of the Construction Contract are hereby amended to include the following provisions.
- 4.6 ARTICLE 15.01 PROGRESS PAYMENTS, PARAGRAPH B.4, RETAINAGE. Retainage shall be as specified in this Article 4.6 of the Supplementary General Conditions. The Contractor shall, once each month, accurately measure and submit in writing, the total amount of the work completed for each line item of the Bid Schedule at the time of such estimate. The OWNER will retain 5 percent of such estimated value of all work done as part security for the fulfillment of this Contract by the Contractor and shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all

previous payments and all sums to be kept or retained, under the provisions of this Contract. No such estimate or payment will be required to be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of this Contract, or when in the Engineer's judgment the total value of the work done since the last estimate amounts to less than \$1000. No partial payment shall be made for materials on hand but not installed.

- 4.7 In order to confirm the amounts due under this paragraph, the Contractor shall file with the Engineer a schedule of values of the work completed, based upon the unit price set forth in the Bid Schedule, in the manner specified in ARTICLE 15.01 of the STANDARD GENERAL CONDITIONS of the Construction Contract provided that where the Schedule of Values is referred to, it shall mean the Bid Sheet.
- 4.8 The retained percentage as specified herein will be held by the OWNER and will be due and payable to the Contractor 35 calendar days after final acceptance of the Work by action of the **GOVERNING BODY**; provided, there have been no Stop Notices served upon the OWNER, as set forth in ARTICLE 4.6 of these SUPPLEMENTARY GENERAL CONDITIONS.

5. CONSTRUCTION DRAWINGS

- 5.1 Article 2.02.A of the General Conditions is modified as follows: Owner will furnish to Contractor only a PDF copy of the bid documents. Should Contractor desire hard copy prints, such prints shall be provided for by Contractor.

6. LIQUIDATED DAMAGES

- 6.1 General: It is agreed by the Contractor that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the time specified in the Contract, damages will be sustained by the OWNER, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the OWNER will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the OWNER, the sum of \$500 **per day** for each and every working day's delay in finishing the Work in excess of the completion dates prescribed in Article 2 of the Instructions to Bidders. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the OWNER may deduct the amount thereof from any monies due or that may become due by the Contractor under the Contract.
- 6.2 It is further agreed that in case the Work called for under the Contract is not finished and completed in all parts and requirements within the completion time specified, the OWNER shall have the right to increase the number of working days or not, as may be deemed best to serve the interest of the OWNER, and if it is deemed to increase the said number of working days, the OWNER shall further have the right to charge the Contractor, its heirs, assigns, or sureties and to deduct from the final payment for the Work or any part, as may be deemed proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such

extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

- 6.3 The Contractor will be granted an extension of time and will not be assessed liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Contract for the Completion of the Work caused by Acts of God, or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, and freight embargoes; provided, that the Contractor shall notify the Engineer in writing of the causes of the delay within 15 calendar days from the beginning of any such delay. The Engineer shall ascertain the facts within 5 working days and determine the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.
- 6.4 No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that he/she has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work and further proof in the form of supplementary progress schedules, as required for "Contractor's Schedules" in Technical Section entitled "Contractor Submittals," that the inability to obtain such materials when originally planned, did in fact cause delay in final completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economic cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.
- 6.5 If the Contractor is delayed in completion of the Work by reason of changes made under the provisions of ARTICLE 11 of the STANDARD GENERAL CONDITIONS of the Construction Contract, or by any act of the Engineer not contemplated in the Contract, an extension of time commensurate with the delay in completion of the Work thus caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other assessments for the period covered by such extension of time; provided further, that the Contractor shall notify the Engineer in writing of the causes of delay within 15 calendar days from the beginning of any such delay. The Engineer will ascertain the facts within 5 working days and determine the extent of the delay, and his or her finding thereon shall be final and conclusive.
- 6.6 The Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.
- 6.7 The Contractor shall not be relieved of liability for liquidated damages or engineering or inspection charges for any period of delay in completion of the Work in excess of that expressly provided for in this Article.

6.8 California Code Requirements: In accordance with the requirements of Paragraph (b) of Section 4215 of the California Government Code, the Contractor will not be assessed liquidated damages for delay in completing the Work to the extent that such delay is caused by the failure of the Owner or of a utility company, OWNER, or other agency to provide for or accomplish the relocation of an existing utility facility in a street, road, or highway.

7. PERMITS AND INSURANCE REQUIRED UNDER SUCH PERMITS

7.1 ARTICLE 7.09, PERMITS, is modified as follows:

7.1.1 Refer to Section 01 11 00, Summary of Work, for project-specific permitting requirements.

8. DELIVERY AND STORAGE OF MATERIALS

8.1 All packaged manufactured products for use on the Work shall be delivered to the Work site in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.

8.2 Whenever any product or material is selected to be used on the Work, all such products or materials shall be of the same brand and manufacturer throughout the Work.

8.3 All materials shall be stored in such a manner that they will be completely protected from weather damage.

9. APPLICABLE ORDINANCES AND REGULATIONS

9.1 The Work is located in Heritage Ranch, San Luis Obispo County, California. In the performance of the Work the Contractor shall comply with all ordinances, regulations, and other lawful requirements of said OWNER and County and of the State, Federal, and other public authorities within their respective jurisdictions governing work on public property. In particular, the Contractor's attention is directed to the fact that all work hereunder shall conform to or exceed all requirements of the Construction Safety Orders of Cal-OSHA.

9.2 Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder.

10. ADDITIONAL CALIFORNIA CODE REQUIREMENTS

10.1 Deposit of Securities in Lieu of Retainage: On written request of the Contractor, and at the sole expense of the Contractor, the Contractor may deposit securities in an amount equivalent and in lieu of any monies retained by the OWNER pursuant to the terms of the Contract. Said deposits shall be made pursuant to and in accordance with the terms and provisions of Chapter 13 of the Division 5 of Title I of the Government Code, commencing at Section 4590. The securities may

be deposited with the OWNER or with a State or Federally chartered bank as an escrow agent. If the securities are deposited with a bank, the Contractor shall furnish the OWNER with written proof of said deposit and an executed counterpart of the escrow or deposit instructions. Said instructions must contain a statement that said securities will not be released to anyone except upon written instructions of an authorized representative of the OWNER, which statement must recite that the purpose for which the deposit was made has been satisfied. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

- 10.2 Securities eligible for deposit under this section shall be those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.
- 10.3 The Contractor shall be the beneficial owner of any securities substituted for monies retained, and the Contractor shall receive any interest that is paid thereon.
- 10.4 Assignment of Antitrust Claims: The Contractor offers and agrees to assign to the OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (14 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract. This assignment shall become effective at the time that the OWNER tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall have the rights set forth in Sections 4553 and 4554 of the California Government Code.
- 10.5 Labor Discrimination: No discrimination shall be made in the employment of persons on the Work by the Contractor or by any subcontractor because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, mental disability, sexual orientation or sex except as permitted by Section 12940 of the California Government Code.
- 10.6 Fair Employment Practice: In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical disability, mental disability, medical condition or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, medical condition, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. See Chapter 6 of Part 2.8 of Division 3 of the California Government Code commencing at Section 12940 for further details.
- 10.7 The Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

- 10.8 The OWNER may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which the Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order, which has become final, or obtained an injunction.
- 10.9 For willful violation of this Fair Employment Practices provision, the OWNER shall have the right to terminate this Contract either in whole or in part, and any loss or damage sustained by the OWNER in securing the goods or services hereunder shall be borne and paid for by the Contractor and by its surety under the Performance Bond, if any, and the OWNER may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the Contract and the actual cost thereof to the OWNER.
- 10.10 Notice to Labor Unions: The Contractor, and any subcontractors, shall give written notice of their obligation under this Fair Employment Practice section of this Contract and of the applicable sections of the California Fair Employment and Housing Act to the labor organization with which they have a collective bargaining or other agreement. (See California Government Code Section 12990).
- 10.11 Payroll Records: The Contractor and each subcontractor shall keep 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 journeyman, apprentice worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, the Contractor shall have 10 calendar days to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty, forfeit to the OWNER 25 dollars for each worker for each calendar day or portion thereof, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is with the Contractor.
- 10.12 Wage Rates: As required under Sections 1770 et seq of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). The Contractor shall post a copy of such determination at each job site. Refer to the Instructions to Bidders, Article 11, for further California Labor Code requirements for Contractor registration with DIR in accordance with California Labor Code Section 1725.5.
- 10.13 In accordance with California Labor Code Section 1813, the Contractor shall, as a penalty to the OWNER, forfeit \$25.00 for each calendar day, or portion thereof, for

each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under it.

- 10.14 Working Hours: The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the OWNER, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.
- 10.15 First Aid For Employees: Pursuant to the provisions of the California Labor Code Section 6708, each Contractor and Subcontractor shall maintain or make available adequate emergency first aid treatment for its employees, agents, and representatives. As used herein, the word "adequate" shall be construed to mean sufficient to comply with the Federal Occupational Safety and Health Act (P.L. 91-596 OSHA) and the applicable requirements of Cal-OSHA. (See 29 USCA Section 651 et seq.)
- 10.16 Apprentices on Public Works: The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to the employment of apprentices on public works.
- 10.17 Unpaid Claims: If at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the OWNER a Stop Notice as provided in Sections 3170 through 3210 of the California Civil Code, the OWNER shall, until the discharge thereof, withhold the monies under its control so much of said monies due or to income due the Contractor under this Contract which shall be sufficient to answer the claim stated in such Stop Notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the OWNER the Bond referred to in Section 3196 of the California Civil Code, said monies shall not thereafter be withheld on account of such Stop Notice.
- 10.18 Travel and Subsistence Pay: As required under Section 1773.8 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with said Section 1773.8.

11. INSURANCE

- 11.1 General: In all insurance policies required hereunder, the insurance certificate shall evidence a firm commitment by the insurance company to notify the OWNER and Engineer of the expiration or cancellation of any of the insurance policies required hereunder not less than 30 calendar days before such expiration or cancellation is effective.

11.2 Insurance Amounts:

Policy Limits: Each of said policies of insurance shall provide coverage in the following minimum amounts: for personal injury \$1,000,000 each person, \$2,000,000 aggregate limit; property damage \$1,000,000 on account of any one occurrence, \$2,000,000 aggregate limit; except that insurance required to be maintained by Subcontractors above shall provide coverage in the following minimum amounts; for personal injury \$500,000 each person, \$1,000,000 aggregate limit; property damages \$500,000 on account of any one occurrence, \$1,000,000 aggregate limit.

Additional Named Insureds: All such insurance shall include as additional named insureds: the OWNER; the Engineer and its Consultants.

11.3 Article 6.04, Builder's Risk and Other Property Insurance, of the General Conditions, is deleted in its entirety.

12. ACCESS TO PROJECT SITE

12.1 48-Hours Notice: The Contractor shall give the OWNER a minimum of 48 hours notice prior to arriving at the project site at the start of construction.

13. INTERRUPTION TO UTILITY SERVICES

13.1 48-Hour Notice: The Contractor shall give the OWNER a minimum of 48 hours notice prior to the interruption of any utility service.

13.2 The interruption of utility services shall be only made during off-peak hours, with the expressed written permission of the OWNER. Off peak hours are defined as 9:00 p.m. to 5:00 a.m. Monday through Friday.

14. MODIFICATIONS; PERFORMANCE; PAYMENT

(Timely progress payments; legislative intent; payment requests)

14.1 It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

14.2 Any local agency which fails to make any progress payment within 30 calendar days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

14.3 Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

Each payment request shall be reviewed by the local agency as soon as possible as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven calendar days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

14.4 The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

14.5 For purposes of this article:

A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

14.6 Each local agency shall require that this article, or a summary thereof, be set forth in terms of any contract subject to this article.

14.7 Bid Schedule:

All pay line items will be paid for at the unit prices named in the Bid Schedule for the respective items of work. The quantities of work or material stated as unit price items on the Bid Schedule are supplied only to give an indication of the general scope of the Work: The OWNER does not expressly nor by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any item of work by an amount up to and including 25 percent of any bid item in its entirety, or to add

additional bid items up to and including an aggregate total amount not to exceed 25 percent of the contract price.

Quantity variations in excess of the allowable quantity changes specified herein shall be subject to the provisions of Article 11 of the STANDARD GENERAL CONDITIONS.

15. DISPUTE RESOLUTION

15.1 Any question about interpretation or clarification, disagreement, or claim that has been timely referred to the Engineer in accordance with Article 10.05, except any which have been waived by the making or accepting of final payment, shall upon timely demand of either party be subject to resolution under the following provisions:

No demand for arbitration or litigation may be made until the earlier of the following listed times:

The sixty-first day after the date of the Engineer's receipt of a claim or dispute, or for an adjustment of contract terms, or both, if a decision has not been issued by that date.

Pending a resolution of the claim or dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Engineer's decision unless the parties to this contract otherwise agree in writing.

16. OTHER FUNDING AGENCY REQUIREMENTS – NOT USED

END SUPPLEMENTARY GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

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Division 01 – General Requirements

01 11 00	Summary of Work
01 20 00	Price and Payment Procedures
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Division 33 – Utilities

33 24 13	Vertical Raw Water Intake Facility
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SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Work includes providing all necessary labor, materials, accessories, equipment, and supervision to provide a 40-foot deep vertical raw water intake facility near the District's existing raw water intake facility at the Nacimiento River. The Work includes drilling of the intake facility, development and completion, disposal of cuttings, management/disposal of development water, and all other work to make the vertical raw water facility complete and functional as specified.

1.2 ACCESS CONSIDERATIONS

- A. The property where the intake facility will be drilled, is District-owned property. The District will stake and mark pertinent property boundaries around the Work area for reference. Contractor shall work closely with the District with regards to the location of the vertical intake facility. Equipment access shall be via the District's access road to the water treatment plant site, off of Blue Gill Drive. Coordinate with the District for access through the Heritage Ranch Development gate.

1.3 ENVIRONMENTAL CONSIDERATIONS

- A. Properly manage/control all materials during construction, including cuttings, drilling muds, development water, sediments, intake facility construction materials, and prevent release of such materials into the environment.
- B. Contractor shall maintain all equipment, vehicles, personnel and other related Work items within the designated Work Zone shown on the exhibits at the end of this Section.

1.4 PERMITS

- A. Refer to Section 33 24 13 for drilling permit requirements.

1.5 WORK NOT INCLUDED

- A. Except for such auxiliary work as is shown or specified or is necessary as a part of the construction, the following work is NOT included in this Contract.
 - 1. Work shown but marked "NIC" (Not in Contract) or otherwise designated to be performed by others.

1.6 LOCATION OF SITE

- A. The Site is located on the District's property at their water treatment plant site. Refer to the exhibit at the end of this Section.

1.7 SPECIFICATIONS

- A. The Specifications are those bound in the Project Manual. The Project Manual consists of the Noticing Inviting Bids, Instructions to Bidders, General Conditions of the Contract for Construction, Supplementary Conditions, Division 01, and Divisions 02 through 33 technical specifications.

1.8 DRAWINGS

- A. The Drawings consist of exhibits and cross-sections in Section 33 24 13.

1.9 CONTRACTOR'S SETS OF DRAWINGS AND PROJECT MANUALS

- A. Refer to Supplementary General Conditions.

1.10 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. Submit Construction Work Plan at Pre-Construction Meeting, dovetailing sequencing details with Schedule as required in Section 01 32 16, Construction Progress Schedule. District shall approve such plan prior to Contractor starting construction operations. The Work Plan shall describe the laydown areas, equipment/drill rig access, overall schedule and order of work for the vertical intake facility installation.
- B. Prior to commencement of Work and within 7 calendar days of Notice to Proceed, verify and confirm, to the Owner's Representative in writing, the existing grades, elevations and conditions of the site. Any discrepancies between existing conditions and the contract documents must be brought to the Owner's attention during that time frame.
- C. Prepare schedules as set forth in Section 01 32 16, Construction Progress Schedule.

1.11 HOURS OF WORK

- A. See Article 6.02, Section 00 70 00, General Conditions. Perform Work of this Contract on normal workdays and within normal work hours; 7:00 am to 5:00 pm, or as specified for night work. After hours work and work on Saturdays, Sundays, and Owner holidays, may be permitted if approval is received from the Owner Engineer at least 3 working days in advance.
- B. Continuously keep existing roadways and work areas clean and free of mud and dirt, obstacles, etc., and protect against damage.
- C. Closeout Timetable. Coordinate with District to establish dates for equipment, testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the District sufficient time to schedule attendance at such activities.
- D. Final Submittals: Prior to requesting final payment, obtain and submit the following items to the Engineer for transmittal to the Owner:
 - 1. Written guarantees, where required.
 - 2. Drilling logs, construction details/as-built conditions.

3. Completed record drawings per Section 01 70 00.

1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Refer to the General Conditions of the Contract for Construction for Contractor responsibilities.
- B. Damage to existing improvements caused by Contractor's operations, either on-site or on adjacent sites, shall be repaired to restore damaged items to their original condition. The cost of such repair shall be borne entirely by the Contractor.
- C. Locate known existing structures and utilities before proceeding with construction. Maintain them in service, except as otherwise specified. Provide protection and repair damage to them caused by the Work at no increase in Contract price.

END OF SECTION

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

- 1.1 This Section describes the methods of measurement and payment for the specific bid items. All other provisions of the Contract Documents which relate to measurement and payment are applicable, except that where conflicts occur between this section and other provisions of the technical specifications or reference specifications, this measurement and payment section shall prevail.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

- A. All work shown, described, or otherwise required by the Contract Documents, shall be included within the given bid items.
- B. Payment for all bid items shall include full compensation for all equipment, materials, labor, tools, trucking, and all other incidental work necessary to construct complete and operational systems which conform to the Contract Documents.

3.2 MEASUREMENT AND PAYMENT FOR BID ITEMS

- A. All lengths shall be measured in a horizontal plane (plan view dimensions), unless otherwise specified. All areas measured shall be based on the specified measurement definition included in each bid item description.
- B. All work shown, described, or otherwise required by the Contract Documents, shall be included within the given bid items.
- C. The basis for the submitted bid shall be on the quantities shown for the items on the Bid Sheet.
- D. Unit definitions of Measurement and Payment
1. "Lump Sum", or "LS", shall mean a single Lump Sum Payment for the identified bid item. Partial payments may be made, based on the Engineer's estimate of the percent completion of the specified item.
 2. "Each" shall mean the actual number of identified bid items provided. Payment for the identified bid item will be based on providing each item, complete and in place in accordance with the contract documents.
 3. Measurable units of quantity expressed in "Linear Feet" or "LF"; "Cubic Yard or CY"; "Ton"; shall mean the number of indicated measurable quantities of the bid item. Payment for the identified bid item will be based on actual and measured quantities of the bid item installed.

E. Final Pay Quantities.

1. Bid items that are designated a Final Pay Quantity bid item by having the notation (F) or (S-F) shown on the bid sheet or by designation in this Section 01 20 00, Measurement and Payment.
2. The quantity shown on the bid sheet for a Final Pay Quantity shall be the final pay quantity used for the purpose of payments, unless the dimensions of any portion of the item are modified by the Engineer, or the item or any portion of the item is eliminated.
3. If the dimensions of any portion of a Final Pay Quantity bid item are changed, and the changes result in an increase or decrease in the quantity of the item, the final pay quantity will be revised by the change in quantity.
4. If a portion of a Final Pay Quantity item, or the item is eliminated, the final pay quantity will be adjusted by the quantity eliminated.
5. The estimated quantity shown on the bid sheet for a Final Pay Quantity bid item shall be considered as an estimate only and no guarantee is made that a quantity computed based on the details and the plans, will equal the estimated quantity shown on the bid sheet. No allowance is made in the event that a computed quantity does not equal the estimated quantity.
6. In the case of a discrepancy between a quantity shown on the plans, and an estimated quantity shown on the bid sheet for a Final Pay Quantity item, payment will be based on the quantity shown on the bid sheet.

BASE BID

Bid Item No. 1 – Well Construction Permit

- A. Units: Lump Sum
- B. Measurement: Partial payments based on Engineer's determination, and per Item C of this Pay Item.
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for Well construction permit.
 1. No payment for well construction permit work will be made until all the listed items have been completed to the satisfaction of the Owner.
- D. Scope of bid item: well construction permit includes, but is not limited to the following:
 1. Obtaining the well construction permit as specified in Section 33 24 13, Vertical Raw Water Intake Facility.
 2. All other incidental work necessary to complete well construction permit in accordance with the Contract Documents.

Bid Item No. 2 – Mobilization/Demobilization and Site Cleanup

- A. Units: Lump Sum
- B. Measurement: Partial payments based on Engineer's determination, and per Item C of this Pay Item.

- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for mobilization/demobilization and site cleanup.
1. No payment for mobilization/demolition and site cleanup work will be made until all the listed items have been completed to the satisfaction of the Owner.
 2. The value for this pay item on first progress payment shall not exceed 50% of lump sum value.
 3. Intermediate partial payments based on Engineer's determination, and total value approved for payment shall not exceed actual percent complete of Contract Work.
 4. Final pay request shall include the remaining 10% of value for this pay item.
- D. Scope of bid item: Mobilization/demobilization and site cleanup includes, but is not limited to the following:
1. Obtaining all required bonds and insurance.
 2. Posting all OSHA required notices and establishment of safety programs and injury and illness prevention plan (IIPP).
 3. Moving onto the site of all Contractors' equipment required for project operations.
 4. Arranging for and erection of Contractor's work and storage yard.
 5. Providing and installing temporary utilities, communication facilities.
 6. Providing and installing construction water facilities.
 7. Providing on-site sanitary facilities.
 8. Designation of the Contractor's superintendent who will be present at the job site during drilling and development/installation operations.
 9. Submittal of work plan describing the order of Work to ensure proper installation and testing of work, coordination with Owner's staff, local agency coordination, proper management and disposal of construction materials, and other key aspects of the Work.
 10. Submittal of the work schedule required in Section 01 32 16, Construction Progress Schedule.
 11. Documenting construction progress, including pre- and post-construction photographs, and progress photographs.
 12. Preparing and submitting field record drawings.
 13. USA notifications, potholing and verifying location of existing utilities and improvements.
 14. General construction site management as specified in Section 01 57 19, Construction Site Management.
 15. Control of surface of ground and surface waters, sediment and dust control.
 16. Removing equipment, personnel, temporary facilities, and other construction resources at job completion.
 17. Site cleanup, restoration of work site.
 18. All other incidental work as specified in Division 01 of the Specifications, and as necessary to complete mobilization/demobilization and site cleanup in accordance with the Contract Documents.

Bid Item Nos. 3 through 16 – Raw Water Vertical Intake #1 Construction

- A. Units: Varies, see Bid Schedule
- B. Measurement: Lump sum and per Each item, partial payments based on Engineer's determination. Unit price items, based on measured quantities in the field as confirmed by Project Inspector (see Section 33 24 13).
- C. Payment: Payment includes full compensation for all work required to complete the contract requirements for raw waster vertical intake #1 construction.
- D. Scope of bid item: raw water vertical intake #1 construction includes, but is not limited to the following:
 - 1. All work defined in Section 33 24 13, and as shown on the drawings, for the construction of a 40-foot deep raw water vertical intake facility.
 - 2. All other incidental work necessary to complete Raw Water Vertical Intake #2 construction in accordance with the Contract Documents.

ADDITIVE BID ITEM

Provide lump sum price in the bid schedule for this additive bid item.

Bid Item No. 17 - Abandon Test Hole (if initiated by Project Inspector)

- A. Units: Lump Sum
- B. Measurement: Partial payments based on Engineer's determination, and per Item C of this Pay Item.
- C. Payment includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to abandon test hole complete and in place, abandonment of test hole. in accordance with the contract documents.
- D. Scope of bid item: Abandon Test Hole includes, but is not limited to the following:
 - 1. All work defined in Section 33 24 13, and as shown on the drawings/exhibits, for the abandonment of test hole for the 40-foot deep test hole.
 - 2. All other incidental work necessary to complete Abandon Test Hole in accordance with the Contract Documents.

3.3 TESTING

- A. The Owner will perform or will contract for the performance of the following tests. The Owner will pay for the costs of the initial tests. Should test results show that any work, construction, materials, or method is unacceptable, the Contractor shall pay for all costs associated with any necessary retesting before or after corrective measures have been made. Such costs will be deducted from payments due to the Contractor.
 - 1. None.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 PROJECT CONTROL

- A. The District will outline and detail communication, correspondence and coordination procedures at the Project pre-construction meeting.
- B. Condition of Work in Place: Inspect and take responsibility for previously prepared or installed work of other contractors before applying subsequent materials or finishes. If work is in unsatisfactory condition, notify the District. Do not proceed until defective work has been corrected.
- C. Coordination:
 - 1. Subletting and Subcontracting Responsibilities: Refer to General Conditions of the Contract for Construction, Article 6.
 - 2. Perform and complete checking and coordination before commencing construction in the affected areas.
 - 3. Coordinate the work to assure efficient and orderly sequence of installation of construction elements, and that Work is coordinated with access requirements of the private property owner.

1.2 LOCATIONS AND LAYOUT OF WORK

- A. Property lines, location ties and dimensions, and well depth/elevations are approximately shown on the Drawings. Prior to drilling the vertical intake facility, location shall be approved by District Engineer.
- B. District will lay out public right of way/private property line delineation as part of above vertical intake facility location approval.

1.3 MEETINGS

- A. Project Meetings: Contractor or his duly appointed representative shall attend project meetings at regular intervals as set by the District. Attendance shall be limited to the Contractor and his immediate subordinates, subcontractors where so specified, the District, and representatives of the Engineer and Consultants, as requested. District/District Engineer will keep minutes of meetings; with copies sent to all who attend. Meetings shall be held at the job site.

1.4 SCHEDULE OF VALUES - NOT USED

END OF SECTION

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 DESCRIPTION

This Section covers the specific requirements for the Construction Progress Schedule.

- A. Work Included in This Section. Principal items are:
 - 1. Simple bar chart schedule, with key tasks listed.

1.2 SUBMITTALS

In accordance with Section 01 33 00, Submittal Procedures, provide the following:

- A. Provide three copies of schedule on 8.5 x 11 paper, along with Work Plan (see below) for the Owner's review.
- B. Within 7 calendar days following notice to proceed, or at the pre-construction meeting, whichever occurs first, provide a Work Plan for review by Owner and Engineer, that dovetails with the Schedule in Paragraph 1.02A above, and describes how the Work is anticipated to be conducted. The Work Plan shall include, at a minimum, the following:
 - 1. Sequencing and Order of Work
 - 2. Site Security Plan
 - 3. Materials Management and Disposal Plan
- C. Narratives:
 - 1. Prepare brief narrative statements of assumptions and conditions which provide supportive information for conclusions represented in the schedule submitted.
 - 2. Indicate proposed areas for work and for storage of specific materials, proposed use of equipment, assumptions, and methods which determine durations and sequences represented in specific areas of the schedule. Show Work Zone limits consistent with that shown on the drawings, for protection of the designed wetlands area shown on the map/drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 INITIAL SUBMITTAL

- A. See Part 1 General, Submittals, of this Section.
- B. Planning and Scheduling: Provide a project schedule as outlined herein.

3.2 SCHEDULE UPDATES

- A. Provide input to develop and update project schedule including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and purchase and delivery of products requiring long lead-time procurement. This schedule will be broken down into activities of 2 weeks maximum duration. Each activity shall be explicit in definition and location of work. The schedule shall be updated 1) biweekly, 2) whenever work is behind schedule to an extent greater than 14 days, and 3) to add change order work which impacts schedule.

3.3 REVIEW AND APPROVAL

- A. Within 3 working days after receipt of the initial Work Plan, the Owner will meet with the Contractor for joint review, correction or adjustment of the Contractor's proposed approach. Within 3 working days after the joint review, the Contractor shall submit a revised Work Plan as necessary reflecting comments offered during the joint review. The Owner will review this resubmission, and may accept it as submitted. The accepted Work Plan and schedule will constitute the Contractor's project work schedule until it is subsequently revised by the Contractor.
- B. Acceptance of the Work Plan and schedule is not to be construed as concurrence by Owner that schedule is reasonable or achievable. Any omission of project work from the Work Plan and schedule, otherwise required for Contract compliance, shall not excuse the Contractor from completing such work within any applicable completion date as determined by the Owner.

3.4 UPDATE

- A. Bi-weekly or as agreed to, a job-site meeting will be held to review the schedule, work progress, and any on-going project issues.
- B. As part of this review, prepare a brief narrative report or written responses relating to the status of construction, submittals, approvals, and procurement, and issues discussed during the bi-weekly meetings. Indicate in the report areas where problems exist and are anticipated and recommend corrective action needed to be taken by the Owner or by the Contractor.

3.5 PROGRESS PAYMENT

- A. The Job Progress Report will constitute the basis for monthly payment. Payment will not be made until the Job Progress Report is approved.

3.6 PAYMENT FOR PROGRESS SCHEDULE

- A. Include all costs of preparing and updating the Work Plan and schedule as specified herein in the Bid Price for Mobilization, Demobilization and Cleanup, as specified in Section 01 20 00, Price and Payment Procedures.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

This Section covers requirements for submittals in addition to those stated in elsewhere in the Contract Documents, and forms a part of all other Specification Sections in which submittals are specified or required. Refer to the specific Sections and Divisions of the Specifications for additional submittal requirements.

- A. Submittal Requirements Included In This Section.
1. Number of submittal copies required.
 2. CPM progress schedule.
 3. Shop drawings.
 4. Samples.
 5. Materials lists and equipment data.
 6. Instruction (operation and maintenance) manuals.
 7. Installation instructions.
 8. Seismic calculations.
 9. Record drawings and specifications.
 10. Certificates.
- B. Submittal Requirements In General Conditions and Other Sections.
1. Applications for payments Section 00700, Article 14.
 2. Section 01 70 00, Execution and Closeout Requirements
 3. Written guarantees and warranties.
 4. Factory test reports.
 5. Manufacturers' certified reports.
 6. System validation test procedures and results.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SUBMITTAL - GENERAL REQUIREMENTS

All items required to be submitted for review shall be furnished by and at the expense of the Contractor and any work affected by them shall not proceed without such review. Except for record documents, test plans, and instructional manuals for operation and maintenance,

submittal shall be approved before the material or equipment covered by the submittal is delivered to the site.

A. **Number of Submittals.**

1. **General.** Except for manufacturer's instruction manuals and samples, the Owner shall require and retain 4 copies of all submittals, specified or required in this and all other Sections of these Specifications, for Contractor's and Contractor's representatives' use, unless otherwise specifically noted in a specific Specification section. The Contractor shall submit such additional number of copies, not to exceed 3, to be reviewed and returned for Contractor's use. For submitted drawings 11 by 17 inches and larger, submittal of a reproducible copy is preferred and encouraged. The reproducible set will be returned to the Contractor marked to show the required corrections or approval.
2. **Samples.** Provide the number of samples for each material or equipment item in accordance with Paragraph 3.04 herein and as required in the respective section of these Specifications.
3. **Manufacturer's Instruction Manuals.** Provide the number of copies of the submittals in accordance with Paragraph 3.01A above. Upon approval of the preliminary submittals, deliver 3 copies of each manual to the Owner, unless otherwise specified or directed.

B. **Method of Submittal.** Equipment which is specified in one section of the Specifications shall not be combined in a single submittal with equipment specified in other Sections of the Specifications, unless unit responsibility for a package system is required. In each transmittal the Contractor shall state the Owner's Project Number and Name, Name and Address of Contractor, Name and Address of Subcontractor, Manufacturer, Supplier or Distributor as applicable, Plan Reference and Specification Section, Articles, and paragraphs to which the submittal pertains; accompanying data sheets, catalogs, and brochures shall be identified in the same manner. Submittal transmittals shall fully index all items submitted.

C. **Piecemeal Submittals.** Except for reinforcing steel submittals, piecemeal submittals will be returned unreviewed. However, for mechanical equipment and the like, separate submittals for embedded items, embedded metal work and anchors will be accepted for review.

D. **Number of Submittal Re-Reviews.** The Owner will provide required submittal/re-submittal review up to three occurrences per submittal. Contractor shall reimburse the Owner the cost of Owner's, Owner's Representative's, and Engineer's time required for all subsequent reviews beyond three reviews. Such costs for excessive review of incomplete or non-conforming submittals shall be deducted from Contractor's monthly pay requests at the time such charges are incurred.

E. **Engineer's Submittal Review Schedule.** Engineer will review and return submittals within 10 working days from date of receipt from Owner's Representative. Engineer will review and return re-submittals within 5 working days from the date of receipt from Owner's Representative.

3.02 CPM PROGRESS SCHEDULE (SEE SECTION 01 32 16)

3.03 SHOP DRAWINGS

- A. **Title Block and Identification.** On each shop drawing, provide a space for the Engineer's approval or correction stamp and a title block showing the following:
1. Name and address of Contractor.
 2. Name and address of Subcontractor, manufacturer, supplier, or distributor, as applicable.
 3. Name and address of Owner.
 4. Date, scale of drawings, and identification number.
 5. Contractor's review and approval stamp.
 6. Owner's Project Number (if applicable).
 7. Drawing Reference and Specification Section reference.
 8. Project Name.
- B. **Preparation and Size.** Details and information shall be clearly drawn, dimensioned, noted, and cross referenced. Unless otherwise approved, prepare shop drawings on 8-1/2 by 11 inch sheets or 11 x 17 inch sheets. Refer to Paragraph 3.01.A above regarding use of a reproducible drawing copy.
- C. **Data.** Unless the following data is included in instruction manuals or equipment data submitted prior to or with the shop drawings, submit with the shop drawings complete catalog and technical data for all manufactured products, materials, machinery, and equipment covered by the shop drawing submittal. Include data showing for each item, as applicable, the following information:
1. Manufacturer's specifications and details.
 2. Applicable technical data and performance curves.
 3. Preparation, assembly, and installation instruction with allowable tolerances.
 4. Connection requirements.
 5. Pre-start-up servicing and operating methods.
 6. Other data and information necessary to demonstrate that the proposed items conform to the Contract Documents.
- D. **Information Required.** Shop drawings shall contain details and information fully developing the pertinent Contract Document requirements and such other information as may be specified or required for approval, including but not limited to:
1. Related work with cross references to applicable portions of the Contract Documents.
 2. Dimensions, including variations between indicated dimensions and actual conditions.
 3. Physical configurations with critical dimensions for clearance, access, and servicing.
 4. List of materials, including fasteners and connectors.

5. Structural construction and assemblies, welds shown by AWS symbols, and each fastener and connector shown by type and class.
 6. Grouting work, including grouting space and material.
 7. Concrete foundations and bases for machinery and equipment including joints, joint filler and sealer, and reinforcing.
 8. Anchor bolt details showing type and class, sizes, embedments, projections, and locations measured with respect to permanent structural features. An anchor bolt template shall be shown on the Shop Drawings and shall be furnished unless waived in writing by the Owner.
 9. Protective coatings and factory finishes fully described as to materials, number of coats, plated and metallic coating finishes, treatments, and similar information, all based on specified requirements. The term "as specified" is not acceptable for this purpose.
 10. Machinery and equipment details. Standard catalog items need not be illustrated in detail, but indicate and detail sizes, supports, and connections.
 11. Location of auxiliary items that are parts of machinery and equipment including sight glasses, petcocks, gauges, lubrication fittings and access, and maintenance monitoring devices.
 12. Piping systems and piping including layout, fittings, valves, appurtenances, hangers and supports, and sleeves.
 13. Electrical equipment showing plans, elevations, sections, arrangements, materials, anchor bolts, supports, weights, wiring and circuit diagrams, internal connections, busses, grounding, conduit spaces, layout of instruments, gauges, meters, and other components.
 14. Underground duct banks showing typical details of conduits, joints, spacers, and means of securing conduits in place during concrete placement.
 15. Dielectric connections, and materials and methods to be used to isolate dissimilar materials.
 16. Full-size lettering layouts for data plate and nameplate inscriptions.
 17. Written descriptions fully describing the operation of all control circuits, start-up sequencing, shutdown sequencing, and alarms.
- E. Details and Connections. Satisfactorily detail all connections required to complete the Work, including details necessary to make indicated or specified additions to existing work or to provide connections for future work. Design connections and parts of strength to withstand, without adverse deflection or stress, all loads or pressures to which they may be subjected and to develop the strength of the members or parts connected. In no case shall the connections, parts, or details be inferior to those required by the Contract Documents.
- F. Related Work. The term "by others" is not acceptable for the description of related work shown in the shop drawings. Clearly note by name or description the Contractor, Subcontractor, or trade to provide such related Work; where such name or description is missing, it shall be understood and agreed that the Contractor is to furnish and install such related Work.

- G. Clearances. Do not proceed with any related Work that may be affected by piping, machinery, equipment, or other work therein until shop drawings and data showing all components, with acceptable clearances have been approved.
- H. Composite Shop Drawings with Installation Layouts. Prepare and submit drawings, wherever specified or required, to resolve tight or conflicting field conditions. Show dimensional plans and elevations of the materials or equipment of all trades in the involved area or space, and include complete information as to arrangements, locations, clearances, avoidance of interferences, access, sizes, supports, connections, services, assembly, disassembly, and installation. Composite shop drawings and layouts shall be coordinated in the field by the Contractor and his Subcontractors for proper relationship to the Work of all trades, based on field conditions, and shall be checked and approved by them before submittal. Contractor shall have competent technical personnel readily available for such coordinating and checking.

3.04 SAMPLES

- A. Identification. Label or tag each sample or set of samples identifying the manufacturer's name and address, brand name, catalog number, intended use and other data specified in Article 3.01.B herein.
- B. Colors, Patterns, and Textures. For items required to be of selected and approved colors, patterns, textures, or other finish, submit sufficient samples to show the range of shades, tones, values, patterns, textures, or other features corresponding to the instructions and requirements specified.
- C. Field-Applied Paint and Coatings. Submit samples of finishes at least 60 days prior to start of such finishing operations in conformance with requirements specified in Section 09 90 00, Painting and Coatings.
- D. Factory Finish Colors. Colors of material specified to be furnished with a factory finish are subject to approval. Submit duplicate samples of factory finishes showing the full range of available colors for selection and approval when requested by the Owner.

3.05 MATERIALS LISTS AND EQUIPMENT DATA

Materials lists and equipment data shall be submitted for all items proposed to be incorporated into the Work. In determining acceptability, consideration will be given to the availability of maintenance and replacement parts and materials, the availability of manufacturer's technical representatives, other factors that relate to the maintenance and repair of installed items without excessive inconvenience to the Owner, guarantees and warranties, as well as determination of conformance with the Contract Documents.

- A. Material Lists. Submittal copies of Material Lists shall be provided where specified in other Sections, and the number of copies submitted shall be as stated in Paragraph 3.01.A herein.
- B. Equipment Data. Submittal copies of equipment data shall be provided in accordance with other Sections and the number of submittals shall be as stated in Paragraph 3.01.A herein. Submittals for equipment incorporating logic circuits shall include a draft of a detailed theory of operation. Data shall be submitted in sets covering complete systems or functioning units.

3.06 INSTRUCTION (OPERATIONS AND MAINTENANCE) MANUALS – NOT USED

3.07 INSTALLATION INSTRUCTIONS – NOT USED

3.08 EARTHQUAKE DESIGN AND RESTRAINT – NOT USED

3.09 OTHER SUBMITTALS

Provide copies of other submittals such as calculations, manufacturer's certified reports, operational demonstration and system validation reports specified in other Sections and Divisions of the Specifications.

3.010 STORAGE INSTRUCTIONS

For each equipment and material item furnished, provide for the Owner's records 2 copies of the manufacturer's recommended instructions for storage of the respective equipment or material. The instructions shall address conditions both before installation and (for mechanical, electrical and instrumentation equipment) after installation but before placing into continuous operation.

Submit manufacturer's storage instructions either prior to delivery of the material/equipment or with the request for payment of materials delivered. Payment for materials delivered will not be approved without submittal of the manufacturer's storage instructions.

3.011 FORM OF APPROVAL

- A. Copies of submittals which are returned to the Contractor and which are subject to approval will be marked with notations A, B, B-R, C, D, or E, in which case the action so indicated shall be taken by the Contractor. These notations are defined as follows:
1. A: No Exceptions Noted (Resubmittal Not Required): Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
 2. B: Make Corrections Noted (Resubmittal Not Required): Same as A, except that minor corrections as noted shall be made by the Contractor.
 3. B –R: Make Corrections Noted (Resubmit for Record Purposes): Same as B, except that resubmittal is required.
 4. C: Amend and Resubmit: Rejected because of major inconsistencies or error which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.
 5. D: Not Acceptable (Resubmit): Submitted material does not conform to Drawings and Specifications in major respect, i.e., wrong size, model, capacity, or material.
 6. E: Received for Record Purposes Only: Applies to submittals which are required but not reviewed, such as shoring submittals.
- B. Returned copies of drawings marked with either notation A, B, or B-R authorize the Contractor to proceed with the fabrication, installation or construction, or any combination thereof, covered by such returned drawings, provided, that such fabrication, installation or construction shall be subject to the comments, if any, shown on such returned copies and to the Contract requirements whether or not specifically referenced. Although fabrication may proceed on a notation B-R, Contractor shall

incorporate the comments, resubmit, and obtain notation A before release for shipment can be granted. Failure to satisfactorily address the review comments, shall result in designation of the resulting as being defective.

- C. Returned copies of drawings marked with notation C or D shall be corrected as necessary and revised drawings shall be submitted in the same manner as before.

3.012 RECORD DRAWINGS AND SPECIFICATIONS

- A. Refer to Section 01 70 00, Execution and Closeout Requirements.

3.013 CERTIFICATES

Each certificate required under the Contract or in any of the following Sections shall be signed by the individual, office, or agent lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn as to the correctness and validity of the contents. Where specifically required in the respective Section of the Specifications, certificates shall be notarized and duplicate copies of required certificates shall be notarized to be true copies.

END OF SECTION

SECTION 01 35 00

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Protection of improvements
 - 2. Utility potholing
 - 3. Existing utilities
 - 4. Protection of existing pavement
 - 5. Protection of existing hardscape
 - 6. Protection of existing trees
 - 7. Excavation notification.
 - 8. Construction Photographs

- B. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Section 02 21 00 – Surveys

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

- 3.1 Protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements, immediately, to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the contract documents.

- 3.2 Protect all private and public property from damage due to its activities. If any damage does occur to public or private property as a result of the contractor's operation, the contractor shall be responsible for the repair of the property. See Section 01 11 00, Summary of Work, for additional details on the private property and access agreement.

- 3.3 POTHOLING/UTILITY LOCATION
 - A. The District will field locate existing utilities in the area of the Work. However, Contractor shall take all precautions necessary to confirm the specific location for drilling is clear of utilities, including hand-augering the first five feet to ascertain the presence (or not) of underground utilities.

3.4 EXISTING UTILITIES, WATER, DRAINAGE

- A. General: The Contractor shall protect all above ground and underground utility, water, and drainage improvements that may be impaired during construction operations.
- B. Locations shown: The known existing buried utilities and pipelines are shown on the Drawings in their approximate location, and also may be marked in the field by the utility representatives. The Contractor shall exercise reasonable care in avoiding damage to all utilities, and be held responsible for their repair if buried facilities so located are damaged, whether shown on the drawings or not.
- C. Work by Utilities: During the course of the Contract, work may be performed by the Owner to inspect, operate, relocate, abandon or install facilities. The Contractor shall coordinate with the Owner regarding such work. Such coordination shall be included within the Contract bid and there will be no separate payment therefore.
- D. Right of Access: The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this Contract.
- E. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- F. Maintaining Service: All pipelines, power, telephone, communication cable, gas, water, irrigation, and storm drain systems within the work area shall remain continuously in service during all the operations under the Contract, unless specifically shown otherwise in the Contract Documents, or unless other arrangements satisfactory to the Engineer are made (by the Contractor) with the owner of said system.

3.5 RESTORATION OF PAVEMENT

- A. General: All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents.
- B. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements that are subject to partial removal shall be neatly saw cut in straight lines.
- C. Pavement markers and markings: The Contractor shall replace all pavement markings and markers that are removed or disturbed by construction activities. Pavement markings and markers shall be in accordance with Owner requirements.

3.6 EXISTING HARDSCAPE

- A. General: All concrete or other hardscape areas cut or damaged during construction shall be replaced with similar materials and of equal material and quality to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents. All such repairs and replacements shall conform to the requirements of the affected hardscape owner.
- B. Partial removal: All concrete that is subject to partial removal shall be neatly saw cut in straight lines. The saw cut lines shall be extended to align with existing score lines or similar feature so as to provide a uniform appearance.

3.7 EXCAVATION NOTIFICATION

- A. Notify Prior to Excavation: Prior to any excavation the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.
- B. Call USA: The Contractor shall also notify Underground Service Alert (USA) **at 811** at least 2 working days, but no more than 14 calendar days, prior to such excavation. If a utility owner is not equipped to locate its utility, the Contractor shall locate it.

3.8 CONSTRUCTION PHOTOGRAPHS

- A. Provide pre-construction, construction progress, and post-construction photographs as part of the Work. Photographs shall be taken with a minimum 5 megapixel digital camera, and all photos shall be provided to Owner on CDs. Photos shall be arranged in folders on the CDs by date taken and clearly identified by location of Work. Provide further cataloging of photographs as required to clearly identify subject matter, if not self-evident on the photograph (such as utility identification).
- B. Pre-Construction Photographs. Arrange a meeting time with Owner and Engineer, 2 working days prior to taking photographs, to allow Owner and Engineer the opportunity to accompany Contractor on the pre-construction photograph session. Provide pre-construction photographs during this walk-through of the existing project site conditions at locations directed by Owner and Engineer. Submit the CD of pre-construction photographs within 10 working days following the date photographs are taken. Include at a minimum, the following:
 - 1) photographs and documentation of condition of well site, including wetland areas, surface improvements and road conditions, driveways, other improvements in the immediate area of the Work in public right of way and on private property;

1. Post-Construction Photographs. Provide same coverage as required in the pre-construction photographs. Arrange a meeting time with Owner and Engineer, 2 working days prior to taking photographs, to allow Owner and Engineer the opportunity to accompany Contractor on the post-construction photograph session. Submit final photographs as part of close-out submittals specified in Section 01 70 00.

2. Progress Photographs. Provide photographs of the progress of the Work, to be provided to the Owner throughout progress of the Work. Progress photographs shall be taken at a minimum, on a daily basis. Photographs shall be taken at a minimum:
 - a. Progress during drilling, facilities to contain and haul cuttings, barricades, traffic control, drill rig and other equipment, well development activities, management of development water.
 - b. Staging and construction haul routes.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install temporary facilities as hereunder specified, plus other unspecified temporary facilities, including labor, materials, services, utilities, and equipment, as may be required for proper performance of Contract, except as otherwise provided. Temporary facilities shall be approved by the Owner and other authorities having legal jurisdiction. Locate facilities where and as directed, and maintain in safe and sanitary condition at all times until completion of Work.
- B. At completion of work, or sooner when no longer needed, remove all temporary facilities, except where certain facilities are specified to remain or to be relocated for use under future contracts.
- C. All Work required and specified in this Section shall be included in Contractor's price for mobilization, and therefore no separate or additional payment will be made therefore.

1.02 CONSTRUCTION EQUIPMENT

- A. Erect, equip, operate, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, rules, and regulations of authorities having jurisdiction.

1.03 SAFETY PRECAUTIONS

- A. Provide and maintain barricades, fencing, and other safety precautions to properly guard against personal injury and property damage as prescribed by the Owner, and to adequately buffer and protect from damage to existing wetland areas.
- B. Maintain such items for duration of Work, and repair, replace, and relocate them as necessary for safe protection.
- C. Provide such additional safety precautions as may be prescribed by the Owner.
- D. Attention is directed to Safety Orders issued by State of California, Division of Industrial Safety. Contractor shall obtain copies of Safety Orders applicable to type of work to be performed, and shall be governed by requirements thereof in construction operations. Also see Supplementary General Conditions Article 6.13.
- E. Fully inform each subcontractor and material supplier as to requirements of applicable Safety Orders.

1.04 ROADS AND ACCESSWAYS

- A. Maintain and protect existing access roads and parking areas in satisfactory condition during Contract time, and repair damages attributable to Work of this Project at

intervals as needed. At completion of Contract, roads, parking areas and entrance ways shall be left in condition at least equal to that existing at start of Contract, except as may be otherwise required by Contract documents.

- B. Permanent Improvements: Where Contract calls for permanent sidewalk, road, and other ground improvements, and such permanent improvements are completed, or essentially completed within construction period, Contractor does not have vested right to use such improvements as temporary facilities.
- C. Retain responsibility of permanent improvements pursuant to General Conditions. Use of permanent improvements by Contractor shall be subject to approval by the Owner.

1.05 USE OF OWNER PROPERTY

- A. On-Site Storage and Work Areas: Work closely with Owner to identify suitable locations for staging and storage, equipment access. See Section 01 11 00, Summary of Work.
- B. Make detailed examination of such Owner property at start of work and conditions shall be noted by Contractor and confirmed by Owner.
 - 1. Owner streets and other existing improvements therein adjacent to site, if damaged by this work, shall be repaired by Contractor at intervals as needed. At completion of project, all such items not included in Contract shall be left in condition at least equal to that at start of operations.
- C. Protection of Trees and Shrubs: Existing trees and shrubs to remain shall not be injured during the course of this work.
 - 1. If any tree or shrub during the course of, or as a result of construction operations is injured to extent of causing its permanent disfigurement or death, Contractor shall pay cost of damages to the Owner for each tree or shrub so injured, amount to be agreed upon by the Owner and Contractor.
 - 2. If any tree or shrub during the course of, or as a result of construction operations is injured to extent of causing its permanent disfigurement or death within the one year guarantee period, it is agreed by the parties to this Contract that actual damage to the Owner will be impossible to determine, and in lieu thereof, Contractor shall pay to Owner as fixed, agreed, and Liquidated Damages, for each tree and each shrub so injured.
- D. Protection of Existing Utilities: Protect from damage, existing utility lines not specified to be altered by Work of this Contract; any such features damaged shall be repaired or replaced to condition equal to that existing prior to commencing work of this Contract. Unless otherwise specified, maintain existing utility service at all times during construction. Utility service lines found entering site and not indicated to remain or to be incorporated in new Work, shall be plugged, capped, or otherwise abandoned by Contractor in manner satisfactory to Utility Companies whose services are involved, except as otherwise required.

1.06 CLEAN UP OF WORK AND DISPOSAL OF TRASH

- A. Attention of Contractor is directed to General Conditions, Article 6.11, and Specification Section 01 70 00. Keep work and storage areas clean and free of rubbish and perform protective and clean up work within one day of being so notified by Owner.

- B. Remove and dispose of trash resulting from work in appropriate receptacles provided by Contractor, and dispose of at an approved facility. Do not use existing nearby trash containers for depositing trash and rubbish.

1.07 DUST ABATEMENT

- A. Use water wagons or spray from hoses to control dust created by outdoor work operations in areas on project property during entire period of this Contract as directed by Owner; also, satisfactorily control dust created by operations on property used, other than project property, to satisfaction of all concerned.

1.08 SANITARY FACILITIES

- A. Toilet Facilities: Provide sufficient suitably enclosed chemical toilets, conforming to ANSI Z4.3., with urinal for workmen.
- B. Drinking Water Facilities: Provide clean, sanitary and adequate drinking water.

1.09 TEMPORARY WATER

- A. Make arrangements for raw water required for construction purposes; furnish and install temporary piping or hose to carry raw water to the construction area.

1.010 SECURITY

- A. Contractor shall be responsible for security of Work involved in this Project, during entire time of Contract. Make good all damages to work and loss of materials due to vandalism or theft, within this responsibility.

END OF SECTION

CONSTRUCTION SITE MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 GENERAL

- A. Train all employees and subcontractors regarding:
 - 1. Material pollution prevention and control;
 - 2. Waste management;
 - 3. Non-storm water management;
 - 4. Identifying and handling hazardous substances; and
 - 5. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances. Emphasis shall be placed on spill prevention to adjacent Morro Bay waters.
- B. Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. Hold regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.
- C. Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.
- D. Nonhazardous construction site waste and excess material shall be recycled when practical or properly disposed of in an offsite location.
- E. Vehicles and equipment at the construction site shall be inspected by the CM on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

3.02 SPILL PREVENTION AND CONTROL

- A. Implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.
- B. Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:
 - 1. Containing the spread of the spill,
 - 2. Recovering the spilled material using absorption,
 - 3. Cleaning the contaminated area, and
 - 4. Disposing of contaminated material promptly and properly.
- C. Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:
 - 1. Containing the spread of the spill;
 - 2. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
 - 3. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
 - 4. Preventing contaminants from reaching storm drain inlets;
 - 5. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
 - 6. Disposing of contaminated material promptly and properly.
- D. Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:
 - 1. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
 - 2. Notify the Engineer and follow up with a written report;
 - 3. Obtain the services of a spills contractor or hazardous material team immediately;
 - 4. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
 - 5. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
 - 6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
 - 7. Notify other agencies as appropriate, including:
 - a. Fire Department,
 - b. Public Works Department,
 - c. Coast Guard,
 - d. Owner Police,
 - e. Department of Toxic Substances,
 - f. California Division of Oil and Gas,
 - g. Cal OSHA,
 - h. Regional Water Quality Control Board.

- E. The CM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's CM who shall notify the Engineer immediately.
- F. Prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.
- G. Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

3.03 MATERIAL MANAGEMENT

- A. Material shall be delivered, used, and stored for this contract in a manner that minimizes or prevents discharge of material into the air, storm drain systems, or watercourses.
- B. Implement the practices described in this section when taking delivery of, using, or storing the following materials:
 - 1. Hazardous chemicals including:
 - a. Acids,
 - b. Lime,
 - c. Glues,
 - d. Adhesives,
 - e. Paints,
 - f. Solvents, and
 - g. Curing compounds;
 - 2. Soil stabilizers and binders;
 - 3. Fertilizers;
 - 4. Detergents;
 - 5. Plaster;
 - 6. Petroleum products including:
 - a. Fuel,
 - b. Oil, and
 - c. Grease;
 - 7. Asphalt components and concrete components; and
 - 8. Pesticides and herbicides.
- C. When requested by Engineer or Owner, supply the Material Safety Data Sheets to the for material used or stored. Keep an accurate inventory of material delivered and stored at the construction site.
- D. Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.
- E. Use recycled or less hazardous products when practical.
- F. Material Storage
 - 1. Store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

2. Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.
4. Keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.
5. Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.
6. Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.
7. The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

G. Stockpile Management

1. Reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.
2. Stockpiles shall still be considered active for up to 21 days after discontinuing, adding or removing materials to stockpile.
3. Protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.
4. Protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.
5. Stockpiles of Portland cement concrete rubble, asphalt concrete (AC), hot mix asphalt (HMA), AC and HMA rubble, aggregate base, or aggregate subbase

shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

6. Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.
7. Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.
8. Repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

3.04 WASTE MANAGEMENT

A. Solid Waste

1. Do not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the construction site at least once a week. The CM will monitor solid waste storage and disposal procedures on the construction site. Provide dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. Do not wash out dumpsters on the construction site. Provide additional containers and more frequent pickup during the demolition phase of construction.

B. Solid waste includes:

1. Brick,
2. Mortar,
3. Timber,
4. Metal scraps,
5. Sawdust,
6. Pipe,
7. Electrical cuttings,
8. Non-hazardous equipment parts,
9. Styrofoam and other packaging materials,
10. Vegetative material and plant containers from highway planting, and
11. Litter and smoking material, including litter generated randomly by the public.

C. Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

D. Hazardous Waste

1. Implement hazardous waste management practices when waste is generated on the construction site from the following substances:
 - a. Petroleum products,
 - b. Asphalt products,
 - c. Concrete curing compound,
 - d. Pesticides,
 - e. Acids,
 - f. Paints,
 - g. Stains,

- h. Solvents,
 - i. Wood preservatives,
 - j. Roofing tar, and
 - k. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.
2. Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.
 3. The CM will oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.
 4. Provide a laboratory certified by the California Department of Public Health (CDPH) to sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.
 5. Segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.
 6. Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.
 7. There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. Do not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.
 8. Clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.
 9. Dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

E. Contaminated Soil

1. Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.
2. Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:
 - a. Berms,
 - b. Cofferdams,

- c. Grout curtains,
 - d. Freeze walls, or
 - e. Concrete seal course.
3. If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.
- F. Concrete Waste
- 1. Implement practices to prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.
 - 2. Portland cement concrete, AC, or HMA waste shall be collected at the following locations and disposed of:
 - a. Where concrete material, including grout, is used;
 - b. Where concrete dust and debris result from demolition;
 - c. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry; or
 - d. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.
- G. Sanitary and Septic Waste
- 1. Wastewater from sanitary facilities shall not be discharged within the Owner right of way. The CM will inspect sanitary waste storage and monitor disposal procedures at least weekly.
- H. Liquid Waste
- 1. Do not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:
 - a. Drilling slurries or fluids,
 - b. Grease-free or oil-free wastewater or rinse water,
 - c. Dredgings,
 - d. Liquid waste running off a surface including wash or rinse water, or
 - e. Other non-storm water liquids not covered by separate permits.
 - 2. Hold liquid waste in structurally sound, leak proof containers such as:
 - a. Sediment traps,
 - b. Roll-off bins, or
 - c. Portable tanks.
 - 3. Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.
 - 4. Remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these special provisions, unless determined infeasible by the Engineer.
 - 5. Liquid waste may require testing to determine hazardous material content before disposal.
 - 6. Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these special provisions.

3.05 NON-STORM WATER MANAGEMENT

A. Water Control and Conservation

1. Prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. Obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.
2. Implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.
3. Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

B. Illegal Connection and Discharge Detection and Reporting

1. Inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.
2. Immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. Do not take further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.
3. Observe the site for the following evidence of illegal connections, discharges, or dumping:
 - a. Debris or trash piles,
 - b. Staining or discoloration on pavement or soils,
 - c. Pungent odors coming from drainage systems,
 - d. Discoloration or oily sheen on water,
 - e. Stains or residue in ditches, channels or drain boxes,
 - f. Abnormal water flow during dry weather,
 - g. Excessive sediment deposits,
 - h. Nonstandard drainage junction structures, or
 - i. Broken concrete or other disturbances near junction structures.

C. Vehicle and Equipment Cleaning

1. Limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

2. Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:
 - a. Located at least 50 feet from storm drainage systems or watercourses,
 - b. Paved with AC, HMA, or portland cement concrete,
 - c. Surrounded by a containment berm, and
 - d. Equipped with a sump to collect and dispose of wash water.
 3. When washing vehicles or equipment with water, use as little water as possible. Hoses shall be equipped with a positive shutoff valve.
 4. Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.
- D. Vehicle and Equipment Fueling and Maintenance
1. Fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.
 2. Use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.
 3. Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.
 4. Recycle or properly dispose of used batteries and tires.
- E. Paving, Sealing, Sawcutting, and Grinding Operations
1. Prevent the following material from entering storm drain systems or water courses:
 - a. Cementitious material,
 - b. Asphaltic material,
 - c. Aggregate or screenings,
 - d. Grinding or sawcutting residue,
 - e. Pavement chunks,
 - f. Shoulder backing.
 2. Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.
 3. During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if

precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

4. Vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.
5. Collect residue from portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.
6. Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least one foot of material.
7. Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

F. Thermoplastic Striping and Pavement Markers

1. Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.
2. Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.
3. Collect bituminous material from the roadway after marker removal.

G. Concrete Curing

1. Do not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.
2. Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

H. Concrete Finishing

1. Collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.
2. Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This section provides the requirements for product substitution. The procedure for requesting substitution approval applies to products defined in the Contract Documents by reference to one or more of the following:
1. Name of manufacturer
 2. Name of vendor
 3. Trade name
 4. Catalog number
- B. Requests for Substitution - General:
1. Base all bids on materials, equipment, and procedures specified, and as approved by addendum. Refer to Article 6.05.C, Supplementary General Conditions.
 2. Certain types of equipment and kinds of material are described in specifications by means of references to names of manufacturers and vendors, trade names, or catalog numbers. When this method of specifying is used, it is not intended to exclude from consideration other products bearing other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are capable of accomplishing the same tasks as the products specifically indicated.
 3. Other types of equipment and kinds of material may be acceptable.
- C. Refer to additional requirements of Instructions to Bidders, Section 00 20 00, Paragraph 10.

1.02 QUALITY ASSURANCE

- A. In making request for substitution or in using an approved product, Contractor represents:
1. He has investigated proposed product, and has determined that it is equal or superior in all respects to that specified, and that it will perform function for which it is intended.
 2. He will provide same guarantee for substitute item as for product specified.
 3. He will coordinate installation of accepted substitution into work, to include building modifications if necessary, making such changes as may be required for work to be complete in all respects.
 4. He waives all claims for additional costs related to substitution which subsequently arise.

1.03 DEFINITIONS

- A. Product: Manufactured material or equipment.

1.04 PROCEDURE FOR REQUESTING SUBSTITUTION

- A. Considered after award of Contract, or by addenda during bidding. See Paragraph 1.01.B of this Section.
- B. Written requests may be made by the Contractor only.
- C. Transmittal Mechanics:
 - 1. Follow the transmittal mechanics prescribed for shop drawings in Section 01 33 00, Submittal Procedures. Describe the deviation and justifications on the transmittal form. Include in the transmittal letter, either directly or as a clearly marked attachment, the items listed in paragraph D below.
- D. Transmittal Contents:
 - 1. Product identification:
 - a. Manufacturer's name.
 - b. Telephone number and representative contact name.
 - c. Specification section or drawing reference of originally specified product, including discrete name or tag number assigned to original product in the Contract Documents.
 - 2. Manufacturer's literature clearly marked to show compliance of proposed product with Contract Documents.
 - 3. Itemized comparison of original and proposed product addressing product characteristics including but not necessarily limited to:
 - a. Size.
 - b. Composition or materials of construction.
 - c. Weight.
 - d. Electrical or mechanical requirements.
 - 4. Product experience:
 - a. Location of past projects utilizing product.
 - b. Name and telephone number of persons associated with referenced projects knowledgeable concerning proposed product.
 - c. Available field data and reports associated with proposed product.
 - 5. Data relating to changes in construction schedule.
 - 6. Data relating to changes in cost.
 - 7. Samples:
 - a. At request of Engineer.
 - b. Full size if requested by Engineer.
 - c. Held until substantial completion.

d. Engineer not responsible for loss or damage to samples.

1.05 APPROVAL OR REJECTION

- A. Written approval or rejection of substitution given by the Engineer.
- B. Engineer reserves the right to require proposed product to comply with color and pattern of specified product if necessary to secure design intent.
- C. In event substitution results in a change of Contract price or time, provisions in Special Provisions-General Conditions will be applied for adjustment.
- D. Substitutions will be rejected if:
 - 1. Submittal is not through the Contractor with Contractor's approval.
 - 2. Requests are not made in accordance with this Section.
 - 3. In the Engineer's opinion, acceptance will require substantial revision of the original design.
 - 4. In the Engineer's opinion, substitution is not equal to original product specified or will not perform adequately the function for which it was intended.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Project Record Documents.
- C. Operation and Maintenance Data.
- D. Guaranties, Warranties and Bonds.

1.02 CLOSEOUT PROCEDURES

- A. Comply with procedures in this Section, and the General Conditions for inspection and acceptance of the Work, payment and retention procedures.
- B. When Contractor considers Work has reached substantial completion, submit written certification that Work is ready for inspection.

1.03 INSPECTION PROCEDURES

When the Work is in the opinion of the Contractor, substantially complete, the Contractor shall call for a punch list inspection.

- A. Inspection Procedures: On receipt of a written request for inspection, the Owner Representative will schedule the inspection. If in the judgment of the Owner's Representatives the project is not substantially complete, the Owner Representative will so advise the Contractor and discontinue the inspection.
 - 1. The Owner's Representative will repeat inspection when requested and assured that the Work has been completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance of the Work.
- B. Final cleaning shall be completed prior to Owner's inspection and acceptance.

1.04 PROJECT RECORD DOCUMENTS ("AS-BUILTS")

- A. Maintain, on current basis, record drawings showing "as-built" conditions of project; subject to monthly review by Owner Representative. Monthly pay estimates will not be processed without review and approval of record drawings by the Owner. Written confirmation that the as-builts have been properly updated shall be submitted with each pay application request. Final Acceptance of Work will not take place until record drawings are turned over to the Owner's Representative.

- B. Store Project record documents separate from those used for construction. Protect from deterioration and loss in a secure, fire-resistive location; provide access to the Owner's Representatives during normal working hours. In the event of loss of recorded data, use means necessary to again secure the data to the Owner's acceptance; such means shall include, if necessary in the opinion of the Owner, removal and replacement of concealing materials and in such case, replacements shall be to the standards originally specified.
- C. Before commencing backfilling of utilities or any other underground pipes, ducts, conduits, or structures, take photographs showing relationship of below ground utilities to structure(s) or other physical reference point. Photos are to be in compliance with Section 01 35 00, Special Project Procedures, categorized by locations and indicating utilities and progress of Work, as specified. Provide photo(s) of all connections, crossings, stubs, or other critical points. If the Contractor neglects to take such photographs, Contractor shall uncover, at the Contractor's expense, the area(s) so neglected in order to provide the requisite photos.
- D. Record Drawings: Maintain a clean, undamaged bond set of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately. At time of installation, installed locations of work relating to aboveground and underground utilities, structural, ventilation, plumbing, electrical, and other scopes of work as may be required, shall be recorded on sepia mylar prints by Contractor, and reviewed with Owner's Representative. Timing of entries shall be within 24 hours after receipt of information. Do not conceal work until required information is recorded.
1. Information entered on prints shall be neat, legible, and emphasized by drawing "clouds" around changed items. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work. Date entries.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. At a minimum, the following information shall be inserted and dimensioned on record documents where applicable:
 - a. The exact horizontal and vertical location of all installations in their finished condition, including all electrical, plumbing and mechanical installations;
 - b. All changes in construction, materials and installed equipment;
 - c. Adequate dimensional data, both horizontal and vertical, to allow location of covered installations;
 - d. The identification of changes authorized by Change Order and the number of that Change Order;
 - e. All Requests for information and the number of that Request for Information;
 - f. All Field Clarifications and the number of that Field Clarification;
 - g. All the Engineer's field change directives and the number of such directive where applicable.
 4. Symbols and designations used in preparing record drawings shall match those used in Contract Drawings.
 5. Locate and dimension work, including stubs for future connections, with reference to permanent landmarks or buildings and indicate approximate depth below finish grade.

6. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- E. Record Specifications: Maintain one complete copy of the Project Specifications, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
 1. Upon completion of the Work, submit record Specifications to the Owner's Representative for the Owner's records.
- F. Prior to final Acceptance of Work, submit Project record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents and signature of Contractor.

1.05 OPERATION AND MAINTENANCE DATA

- A. Provide data for Sections as required by the Contract Documents.
- B. Preparation of data shall be by personnel:
 1. Trained and experienced in maintenance and operation of described products.
 2. Familiar with requirements of this Section.
 3. Skilled as technical writer to the extent required to communicate essential data.
 4. Skilled as draftsman competent to prepare required drawings.
- C. Submit 6 sets of operating/maintenance manuals prior to Final Acceptance of Work, bound in 8-1/2" x 11", three ring side binders with durable plastic covers; with identification on, or readable through, front cover stating general nature of manual. Final Acceptance of the Work will not take place until operation/maintenance manuals are approved by Engineer and Owner.
- D. Operation and Maintenance (O&M) Manual shall contain:
 1. Part 1: Directory, listing names, addresses and telephone numbers of Engineer, Owner Inspector and Contractor; and index furnishing complete information as to location in manual of emergency data regarding installation.
 2. Part 2: Operation and maintenance instructions, arranged by system. For each system, give names, addresses and telephone numbers of subcontractors and suppliers; and include the following:
 - a. Appropriate design criteria.
 - b. List of equipment.
 - c. Parts list; including complete nomenclature, current costs, and names and address of nearest vendor of parts.
 - d. Detailed operating instructions in a logical sequence for each procedure. Include proper procedures in event of failure.
 - e. Maintenance instructions, equipment, including routine maintenance cards with time frequency of routine maintenance noted.
 - f. Maintenance instructions, finishes. Provide manufacturer's recommendation for types of cleaning agents and methods, cautions

against agents and methods that are detrimental to the product and a recommended schedule for cleaning and maintenance.

- g. Copy of each Material Safety Data Sheet (MSDS) received with products or materials delivered to the site for incorporation into the Project, for Owner future reference.
- h. Shop drawings and product data, including changes made during construction. Illustrate relations of component parts of equipment and systems and control and flow diagrams.
- i. Copies of Guaranties/Warranties. Note instances that might affect validity of warranties or bonds.

- E. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate precise items included in this installation and delete, or otherwise clearly indicate, manufacturer's data with which this installation is not concerned. Include catalog number, size and composition, color and texture designations and information required for re-ordering special manufactured products.
- F. Review contents of manual with Owner representative in full detail to explain all aspects of operations and maintenance in addition to requirements per Section 01 75 00 Starting and Adjusting.

1.06 GUARANTIES, WARRANTIES AND BONDS

- A. Standard Guaranty: Guarantee Work executed under this Contract to be free of defects of workmanship and materials for a period of one year after completion and acceptance by the Owner. Refer to Article 6, General Conditions. Submittal not required for standard one year guaranty for Work of this project.
- B. Additional Guaranties/Warranties: Provide additional guarantees/warranties (in excess of one year) where specifically required by pertinent Specification Sections.
 - 1. Provide duplicate copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- C. Submit guaranties/warranties prior to final payment.
 - 1. For equipment put into use with Owner's permission during construction, submit guaranties/warranties within 10 days after first operation.
 - 2. For items of work delayed beyond date of substantial completion, provide updated guaranty/warranty submittal within 10 days after acceptance, listing date of acceptance as start of guaranty/warranty period.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS – NOT USED

1.08 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting certification of final Acceptance of the Work, complete the following:
 - 1. Submit a certified copy of the Owner Representative's list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance for final inspection.
- B. Final Inspection: The Owner's Representative will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, "(punch-

list)", has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.

1. Upon completion of final inspection, the Owner's Representative will prepare and submit to the Owner, a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If after the inspection, the Owner determines that the Work is complete, the Owner will accept the Work per Article 14, General Conditions.

END OF SECTION

VERTICAL RAW WATER INTAKE FACILITY

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This Section covers the work necessary to provide one 40-foot deep 24" diameter borehole with one 12" diameter vertical intake facility at the location shown on the drawings, and as shown on Figure 2 exhibit attached hereto. The Raw Water Vertical Intake No. 2 technical specification, prepared by Cleath-Harris Geologists (hereinafter referred to as Intake Facility Technical Specifications), is included at the end of this Section and all of the requirements contained therein shall be part of these Contract Documents, unless otherwise modified by this Section.

- B. MODIFICATIONS AND CLARIFICATIONS TO THE INTAKE FACILITY TECHNICAL SPECIFICATIONS:
 - 1. Refer to submittal requirements in the Intake Facility Technical Specifications. All submittals shall be provided to the Engineer a minimum of 14 calendar days prior to placing order for materials.
 - 2. Development water. Collect development water and manage such water per the Intake Facility Technical Specifications.
 - 3. Pump Test Water. Pump test water that has a turbidity of 5 NTU or less, may be discharged to the District's raw water pumping station for District treatment at the Water Treatment Plant. Such discharge of pump test water shall only be allowed if approved by District staff. Contractor shall discharge pump test water to the percolation pit, should the District not take all or a portion of this pump test water.

PART 2 PRODUCTS

2.1 PRODUCTS

- A. See Intake Facility Technical Specifications.

PART 3 EXECUTION

3.1 GENERAL

- A. See Intake Facility Technical Specifications (attached).

- B. Refer to Division 01 technical specifications for private property access and notification requirements.

END OF SECTION
(10 pages follow)

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Technical Specifications for Raw Water Vertical Intake #2

Prepared for:

Heritage Ranch Community Services District

Prepared by:

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1.0 Introduction

This technical specification applies to the construction and testing of a raw water vertical intake structure. The purpose of this specification is to document the level of effort expected from the drilling contractor. This specification does not, through omission, excuse the contractor from complying with any laws, rules and regulations, or standards governing the work being performed.

2.0 Scope of Work

The work includes furnishing all labor, materials, transportation, tools, supplies, equipment, and appurtenances necessary for the complete and satisfactory construction and testing of a raw water intake structure. The site is shown in Figure 1. A preliminary construction diagram is shown in Figure 2. The design and testing parameters are as follows:

Construction

Drilling site:	Along the Nacimiento river, west of the booster facility at the end of a utility road, off Bluegill Drive in the Heritage Ranch Community.	
Total boring depth:	40 feet estimated	
Total intake depth:	38 feet estimated	
Final borehole size:	24-inch nominal diameter.	
Completion:	Surface to 13 feet depth:	12-inch diameter, 3/8-inch wall, stainless steel 304 blank water well casing.
	13 to 28 feet depth:	12-inch diameter, stainless steel 304 wire-wrap water well casing with 0.040-inch slots.
	28 to 38 feet depth:	12-inch diameter, 3/8-inch wall, stainless steel 304 blank water well casing.
Centralizers:	A set of three, 304 stainless steel, 3/8-inch thick bar stock, set 120 degrees apart at the top and at the bottom of the screened interval.	
Gravel Fill Tube:	3-inch diameter, schedule 40, low carbon steel gravel fill tube to 11 feet depth.	
Gravel pack:	4508R, 1.7-2 mm, SiLiBead glass water well beads from 10 to 28 feet depth. 3/8-inch pea gravel from 28 to 40 feet depth.	

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- Sanitary Seal: Install cement seal in annular space from 10 feet depth to ground surface.
- Intake head: Secure with bolt-on, locking cap to prevent unauthorized access.
- Air development: 2 hours
- Pump development: 4 hours
- Pumping tests: 8-hour constant discharge (assume 100 gpm)
- Development water: Discharge into a percolation pit away from the river.
- Pumping test water: Discharge into a percolation pit away from the river.
- Cuttings: Spread on-site per direction of HRCSD.
- Drilling Mud: Removed from site and disposed by contractor.

3.0 Permits, Laws, and Standards

The contractor is responsible for obtaining an application permit prior to drilling and for filing a Well Completion Report at the conclusion of the project. The contractor shall comply with all federal, state, or local laws, ordinances, rules and regulations, and standards relating to the performance of work, including the California Water Well Standards (Dept. of Water Resources Bulletins 74-81 and 74-90) and any applicable noise ordinance.

4.0 Submittals

All records shall be available to HRCSD at all times on the job site. Copies of all records shall be submitted to HRCSD and the Project Inspector. The records to be submitted during the course of work on the project shall include the following:

- 1) Approved well permit application
- 2) Valid US Alert ticket number
- 3) Welders certifications
- 4) Cement/grout delivery tickets used for annular seal
- 5) Bill of Lading and certifications for all well casing materials
- 6) Sieve analyses and weight tickets for the filter pack material
- 7) Daily Drilling Logs (shift reports) including drilling fluid properties and formation log
- 8) Material Safety Data Sheet (MSDS) for any drilling fluid additives used
- 9) Discharge water turbidity records
- 10) Mechanical and pumping development records including results of sand production

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- 11) State of California Department of Water Resources Well Completion Report.
- 12) Record drawing for final construction.

Before construction begins, CHG will review materials submittals such as casing, all filter packs and their sieve analyses and drilling fluids.

5.0 Underground Service Alert Requirement

The contractor shall notify Underground Service Alert at least two (2) working days prior to performing any excavation or drilling. No excavation or drilling shall begin unless the contractor has obtained a valid Underground Services Alert ticket.

The network of underground pipelines that serve the existing water diversion gallery must be carefully surveyed and located prior to construction. The intake borehole is in close proximity to these structures and great care must be taken to avoid damaging them. Locating and flagging these utilities will be the responsibility of HRCSD. Work will not begin until this requirement is filled.

6.0 Site Access/Make-up Water

Any improvements necessary for access should be identified by the contractor during the pre-bid site inspection. The contractor is responsible for ensuring that site access is satisfactory prior to mobilizing equipment on-site. Arranging for, obtaining, and transporting water for drilling shall be arranged by the contractor. Raw water may be provided by HRCSD from the existing system.

7.0 Borehole Drilling

The borehole shall be drilled to an estimated depth of 40 feet. During borehole drilling, the contractor shall keep the following minimum records:

- 7.1 A descriptive log of the formation materials with depths at which each change in materials occurs.
- 7.2 The penetration rate of each auger pipe section, reported in minutes per joint.
- 7.3 Make available cuttings from the hole, in a general order of depth, for collection by the project inspector.
- 7.4 Record the drilling equipment used (type and size) and any notable events, such as loss of circulation, hole instability, voids, etc.

8.0 Mud Program

A simple mud program is required. Only high-grade products shall be used in the make-up of the drilling fluid. The purpose of the mud program is to stabilize the open hole during excavation with the auger. Once the water table has been reached, mud level must be maintained to this point.

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The use of a hole-stabilizing polymer such as PolyBore (or approval equivalent) shall be implemented. Before any drilling, and before the polymer is introduced into the hole the following is required:

- 8.1 Per manufacturer's instructions for PolyBore, 3-10 pounds per 1000 gallons of fresh water are recommended to create the polymer solution.
- 8.2 Viscosity should generally be between 45-50 seconds. Viscosity should only be as high as needed to stabilize the hole. A marsh funnel viscometer is required.

A mud tank with pre-mixed polymer shall be standing by, so that after each length of auger is drilled, the displaced alluvial material can be replaced immediately with the stabilizing solution. For development, PolyBore polymer can be chemically broken down with liquid bleach (5% Sodium Hypochlorite) in a solution of one gallon per 100 gallons of polymer solution. A maximum of one gallon of liquid bleach are anticipated to be needed to develop the 38-foot, 12-inch diameter intake structure. All concentrated liquid bleach should be kept away from sensitive areas and shall be placed on new plastic sheeting if stored on site.

9.0 Final Design

Significant changes for the final design are not expected, and will be limited to minor changes in the total depth of the vertical intake. No alteration to the length or specification of the stainless steel materials is anticipated. The project inspector will determine the final depth of the structure during borehole drilling and construction may proceed with no delay.

10.0 Casing Placement

Casing installation shall begin as soon as possible after the borehole is completed. A Bill of Lading containing the material specification for the casing supplied to the project, including blank and screened sections, shall be submitted to the project inspector. All casing material delivered to the site will be new.

The casing and screens will be placed in tension, where it is suspended from the top and allowed to hang freely in the borehole at all times during construction, and in the correct position. Casing centralizers will be attached in groups of three, spaced at 120° from each other, on blank casing at the top and at the bottom of the screened interval.

11.0 Filter Pack Placement

The filter pack around the base of the casing assembly, opposite the blank interval from approximately 28-40 feet depth will consist of clean, uniformly sized 3/8-inch diameter pea gravel.

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The filter pack opposite the screens will consist of clean water well glass beads, manufactured to the diameter specified in the Scope of Work. A recent sieve analysis, if applicable, of the product being used must be provided to the project inspector. The project inspector has the right to reject a filter pack if the sieve analysis is unsatisfactory. The filter pack shall be protected from contamination during storage. If stored on site, the filter pack shall be placed in supersacks.

Prior to placement of the filter pack into the annular space, the drilling fluid shall be thinned with clean water if necessary. The rate of filter pack placement shall not exceed 1.5 feet per minute, and placement of filter pack shall proceed without interruption until completion.

12.0 Sanitary Seal

A sand-cement grout sanitary annular seal consisting of a 10.3 sack mix shall be pumped into the annular space to the depth specified in the Scope of Work, in accordance with State of California Water Well Standards and as directed by the County of San Luis Obispo Environmental Health Division. San Luis Obispo County Department of Public Health shall be notified when the seal is going to be placed.

13.0 Development

Initial air-lift development water shall be diverted to the assigned sump pit location (Figure 1). The vertical intake shall be initially developed by air-lifting opposite the screened section a minimum of three passes.

The contractor shall furnish, install, and operate a pump with sufficient capacity to meet the Scope of Work requirements. A water flow meter is required to measure flow rate. A sampling tap and a Rossum sand tester must be furnished.

Development shall consist of cycles of pumping and surging until the discharged water is clear of sand, silt, and mud and until there is no further increase in specific capacity.

The pump development discharge water shall be routed to a percolation pit (location shown in Figure 1). The percolation pit shall be excavated by the Contractor. The pit shall not be within 100 feet of the active river channel.

14.0 Pumping Tests

The contractor shall operate the pump, collect water level data, and monitor discharge rates to conform to the testing program requirements outlined below.

- 14.1 One 8-hour constant rate discharge test is to be performed at an anticipated 100 gallons per minute, the final flow rate will be decided upon after development.
- 14.2 Water level readings are to be measured from the top of the intake casing in

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- time intervals specified by the Project Inspector, and forms will be provided.
- 14.3 Over the first two hours of the constant rate discharge test, a Rossum sand test must be conducted. The contractor will furnish the sand testing unit, maintain flow through it at a half gallon per minute.
 - 14.4 Discharge rates must be maintained as close to the required gallons per minute as possible. A flowmeter must be furnished with a totalizer.
 - 14.5 Discharge will be maintained until a water quality sample is collected, near the conclusion of the test.
 - 14.6 When the test is concluded, recovery water level measurements must be taken for at least one hour or until levels return to a static level.

At least one contractor employee must be on-site at all times during testing. There shall be an 8-hour minimum resting period with no pumping prior to the constant discharge test.

Discharge water from pumping tests will be pumped into the sump pit. The test will continue for up to 8 hours. Following completion of the pump development and pumping tests, the contractor will clean the casing of any sand, silt, and mud accumulated at the bottom.

15.0 Plumbness and Alignment

The contractor shall guarantee that the vertical intake, when completed, shall be sufficiently straight and plumb to permit the free installation and operation of submersible pumps regularly built for the installed casing diameter to a depth acceptable to the project inspector.

16.0 Site Security

The site is near a residential area and in close proximity to the Nacimiento River. Site security shall be at contractor's discretion and expense. The work area shall be clearly marked to prevent unauthorized entry and the test hole shall be covered to prevent access when contractor is not present on site.

17.0 Site Restoration and Final Inspection

Upon completion of testing, the construction area, including the percolation pit and any other depressions and berms shall be filled and restored to the original grade. All drilling materials and fluids shall be removed from the site by the contractor. The project inspector will inspect the site and intake head prior to releasing the contractor from the job. All trash, extra materials, and drilling fluids generated by the contractor must be off the site, and the new structure must be properly secured.

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Explanation

- Proposed Location for Vertical Intake #2
- Existing Vertical Intake #1
- 2012 Test Hole Locations
- Sump Pit Location

Figure 1
Proposed Vertical Intake Site
Heritage Ranch CSD

Cleath-Harris Geologists

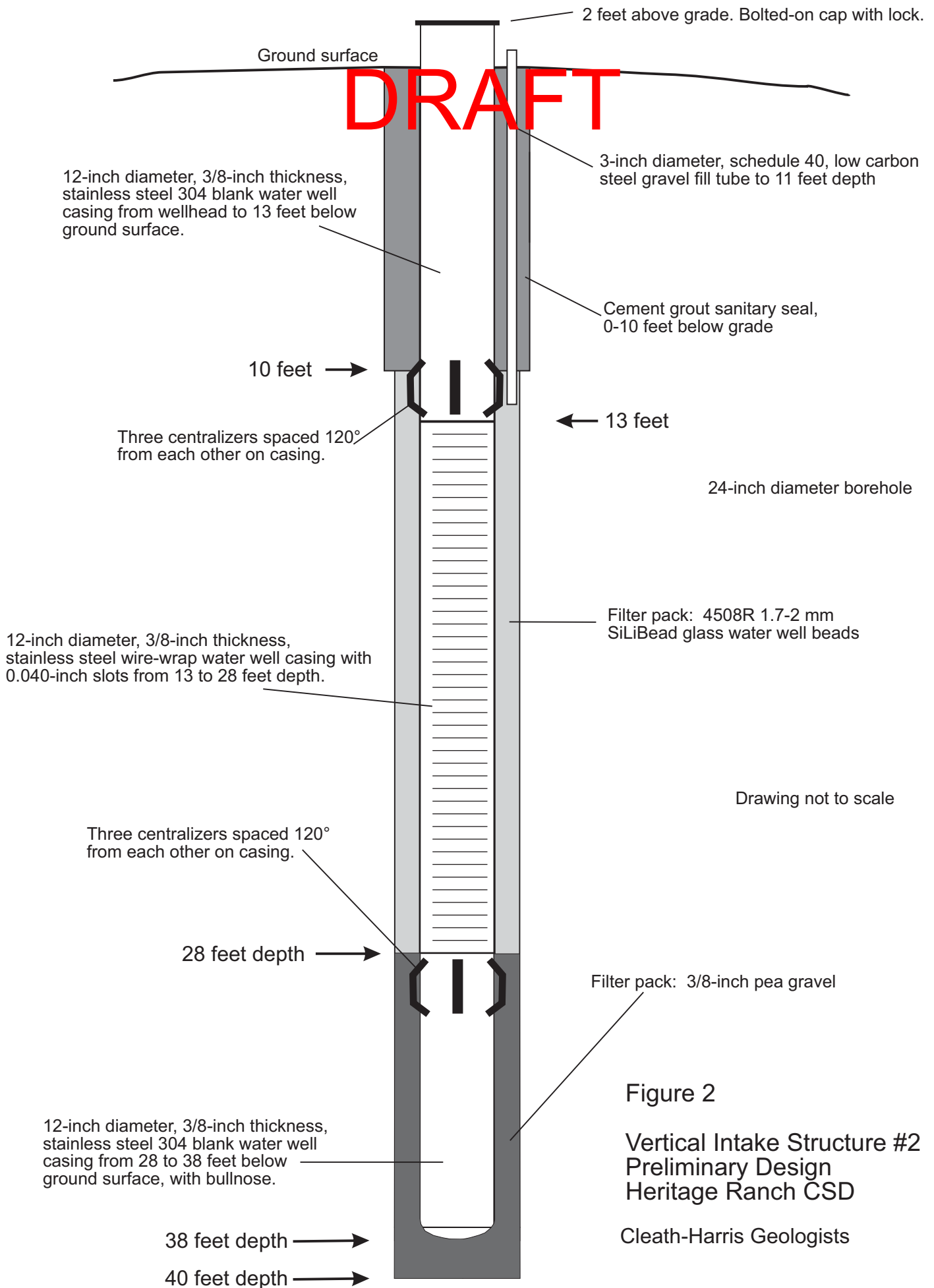


Figure 2

Vertical Intake Structure #2
 Preliminary Design
 Heritage Ranch CSD

Cleath-Harris Geologists

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: September 19, 2024

SUBJECT: Request to recommend a candidate to the County Board of Supervisors for appointment to the Board of Directors.

Recommendation

It is recommended that your Board of Directors recommend a candidate to the County Board of Supervisors for appointment to the Board of Directors.

Background

At the close of the nomination period for the November 4, 2024, Consolidated General Election, it was determined that only one person filed Declarations of Candidacy for the two positions to be filled on our district's governing board.

Pursuant to Elections Code Section 10515, if no person has filed a Declaration of Candidacy for any office, the Board of Supervisors shall appoint any person to the office who is qualified on the date when the election would have been held.

Discussion

It is required that declaration of candidacy paperwork be submitted to the County in person by the candidate. Director Swanson was not able to submit his declaration of candidacy paperwork because he was mobilized to several brush fires out of the area, resulting in this situation.

Fiscal Considerations

There are no direct fiscal considerations associated with this item.

Results

The Board's consideration for this item will result in the structure of the governing body of the District.

File: Board of Directors

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

General Manager Report For the Month of September 2024

In addition to normal administrative, engineering, and operations duties, below are points for several areas of work:

Administration

- The General Manager attended the SLO Chapter CSDA General Managers September meeting.
- The Auditor completed their field work and are targeting the November or December meeting to present the Fiscal Year Ending 2024 Financial Statements.
- The General Manager attended the CSDA Annual Conference.
- Staff participated in a meeting organized by the HROA ESC to review the Major Incident Response Plan.

WRRF Project

- See separate agenda item.

Solid Waste

- Nothing significant to report.

Development

- Staff sent a letter to CJ Rudolph regarding his storage facility development. It has come to our attention that it is being advertised that the facility will have a dump station and a wash station. Both of those were excluded from the project and were not approved by the District. As such, additional improvements by the developer will be required if those facilities are to be included.

Reservoir Status

- As reported by Monterey County Water Resources Agency (MCWRA), as of September 3, 2024, the reservoir was at approximately 772.3 feet in elevation,

63% of capacity, and 237,520-acre feet of storage. MCWRA water releases were shown as 295 cfs.

The MCWRA reservoir release schedule updated 7/23/24 estimates the reservoir elevation will be 759.8 feet, 49% of capacity, on January 1, 2025.

