



Dear Prospective Vendor:

**If you intend to submit a bid or proposal, please contact Public Works at (805) 583-6786 and provide your name, address, and telephone number.**

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



## **DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO BIDDERS, CONTRACT PROPOSAL,  
AND  
SPECIFICATIONS FOR THE CONSTRUCTION OF**

**ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010**

**Specification No. SV 20-05**

**KEITH L. MASHBURN, MAYOR  
MIKE JUDGE, MAYOR PRO TEM  
DEE DEE CAVANAUGH, COUNCIL MEMBER  
RUTH LUEVANOS, COUNCIL MEMBER  
ELAINE P. LITSTER, COUNCIL MEMBER**

**BRIAN PAUL GABLER  
-CITY MANAGER-**

**RONALD K. FUCHIWAKI  
-PUBLIC WORKS DIRECTOR-**

**BIDS TO BE OPENED OCTOBER 27, 2020  
AT 3:30 P.M.**

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<b>PRICES:</b>	
<b>PICKED UP</b>	<b>\$35.00</b>
<b>MAILED</b>	<b>\$50.00</b>

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**DEPARTMENT OF PUBLIC WORKS  
CITY HALL  
2929 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063  
STAFF CONTACT: (805) 583-6898**

CITY OF SIMI VALLEY

**CONSTRUCTION DOCUMENTS**

FOR

NAME: ROYAL AVENUE (PRIDE TO ERRINGER) SEWER LINE  
REHABILITATION PROJECT, CP70200010

LOCATION: ROYAL AVENUE FROM PRIDE STREET TO ERRINGER ROAD

SPECIFICATION NO.: SV 20-05

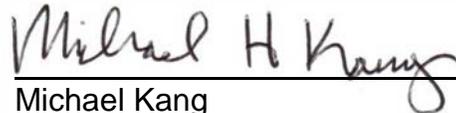
DATE: SEPTEMBER 28, 2020

PREPARED BY:



Jay Lukiewski  
Senior Engineer/Sanitation  
Department of Public Works

REVIEWED BY:



Michael Kang  
Principal Engineer/Sanitation  
Department of Public Works

APPROVED BY:



Joe Deakin  
Assistant Public Works Director  
Department of Public Works

DEPARTMENT OF PUBLIC WORKS

CITY OF SIMI VALLEY

**NOTICE TO BIDDERS, SUBCONTRACTORS, AND SUPPLIERS**

If you discover any error or omission in the plans, specifications, or proposal, or have any question concerning the bidding documents, please contact:

Jay Lukiewski  
Senior Engineer/Sanitation  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Telephone (805) 583-6898  
Email [jlukiewski@simivalley.org](mailto:jlukiewski@simivalley.org)

Advise the person answering the phone that you have a "Bidding Question." Please do not call other staff members or consultants.

**A non-mandatory pre-bid meeting is scheduled to be held on October 13, 2020, 10:00 a.m., in the West side of the parking lot at 3901 Alamo Street, Simi Valley, CA 93063. Questions and/or concerns regarding this project will be addressed during this meeting. A copy of the existing sewer inspection CCTV videos will be provided at the pre-bid meeting. Contactors who do not attend are responsible to obtain their own copy. Interested parties should RSVP at (805) 583-6898. Please help protect yourself and others from COVID-19 by practicing safe social distancing guidelines and wearing a face mask.**

All bids must be sealed and submitted at or before 3:30 p.m., on October 27, 2020, to the following:

Deputy Administrative Services Director (Support Services)  
Department of Administrative Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

After the bid opening, bid results may be obtained by calling Jay Lukiewski, Senior Engineer/Sanitation, at (805) 583-6898.

After Notice to Proceed is issued to the successful bidder, all contacts should be through Jay Lukiewski, Senior Engineer/Sanitation, at (805) 583-6898.

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

SPECIFICATION NO. SV 20-05  
ROYAL AVENUE (PRIDE TO ERRINGER) SEWER LINE  
REHABILITATION PROJECT, CP70200010  
Bids to be opened at 3:30 p.m.  
On October 27, 2020

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CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**NOTICE INVITING BIDS**

FOR

ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010

SPECIFICATION NO. SV 20-05

## NOTICE INVITING BIDS

Pursuant to statute and to the authorization approved by the City of Simi Valley, California, and on file in the office of the City Clerk of said City, NOTICE IS HEREBY GIVEN that sealed bids for Royal Avenue (Pride to Erringer) Sewer Line Rehabilitation Project, CP70200010, Specification No. SV 20-05 will be received by the Deputy Administrative Services Director (Support Services), at City Hall, 2929 Tapo Canyon Road, Simi Valley, California, 93063, at or before 3:30 p.m., on October 27, 2020, at which time they will be publicly opened and read at or about said hour and date by the City's Deputy Administrative Services Director (Support Services) (or designated representative) at the above address.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

**SCOPE OF WORK:**

**A non-mandatory pre-bid meeting is scheduled to be held on October 13, 2020, 10:00 a.m., in the West side of the parking lot at 3901 Alamo Street, Simi Valley, CA 93063. Questions and/or concerns regarding this project will be addressed during this meeting. A copy of the existing sewer inspection CCTV videos will be provided at the pre-bid meeting. Contactors who do not attend are responsible to obtain their own copy. Interested parties should RSVP at (805) 583-6898. Please help protect yourself and others from COVID-19 by practicing safe social distancing guidelines and wearing a face mask.**

Project locations: Royal Avenue between Pride Street and Engineer Road.

The scope of work is comprised of the rehabilitation of 4,851 feet of the existing 20-inch and 24-inch sewer pipes with cured-in-place pipe (CIPP) lining, including installation of temporary sewage bypass pumps and sewage bypass piping system, manhole cover and frame replacement, infiltration mitigation, mineral deposits removal, and all appurtenant work. The sewer segments are located in the public right-of-way. Coordination with property owners and a City encroachment permit will be required.

The Proposal shall be submitted and the work shall be performed by a State of California Class "A" licensed contractor in strict conformance with Specification No. SV 20-05, and now on file in the City's Department of Public Works and the office of the City Clerk.

A copy of the plans and specifications can be viewed and downloaded at [www.simivalley.org/BidsAndProposals](http://www.simivalley.org/BidsAndProposals).

**It is the bidder's responsibility to check the City's website for any addenda that may be issued for this project prior to submittal of the bid. Failure to submit required addenda with the bid disqualifies the bidder.**

Copies of plans and specifications may be obtained by prospective bidders from the Department of Public Works at 2929 Tapo Canyon Road, Simi Valley, California 93063, upon the payment of \$35.00, plus \$15.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to Jay Lukiewski, Senior Engineer/Sanitation, Department of Public Works, at (805) 583-6898.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract.

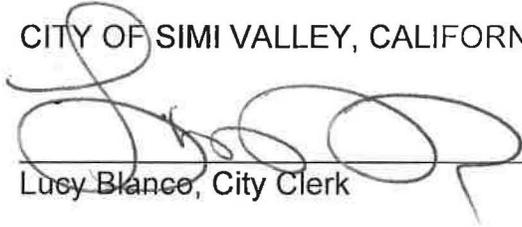
The City reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. The City further reserves the right to make award to the lowest responsive and responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the Contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file at the California Department of Industrial Relations and are available to any interested party at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). Future effective wage rates, which have been predetermined, are on file with the Department of Industrial Relations, and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this Contract in the same manner as if they had been included or referenced in this Contract.

The contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Dated this 28<sup>th</sup> day of September, 2020

CITY OF SIMI VALLEY, CALIFORNIA



Lucy Blanco, City Clerk

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**BID TERMS AND CONDITIONS**  
FOR  
ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010  
SPECIFICATION NO. SV 20-05

## BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City in its sole discretion.

DIR Registration - In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a). Further, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective April 1, 2015. As such, bidders must be registered with DIR. If any contractor or subcontractor listed in a bid or proposal is believed to be exempt from registration as set forth in Labor Code 1771.1(a), the bid proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not registered with DIR.

License - In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit to the City Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract documents shall be made only by addendum duly issued by the City Engineer. A copy of such addendum will be mailed or delivered to each potential bidder receiving a set of the Contract documents. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests (timely requests are those which the City, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Bidder's Bond Requirement - Bidders shall provide a properly executed Bidder's Bond (contained herein), cashier's check or other bidder's security payable to the City to accompany the Proposal in the amount of ten percent (10%) of the total bid. The

proceeds thereof will become the property of the City if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the City has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Simi Valley City Council's policy that the bid bond or other bidder's security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefor will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope, which shall be sealed and addressed to the Deputy Administrative Services Director (Support Services), City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the Proposal is delivered to the City via Express Delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;

4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

Bid Withdrawal - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Administrative Services Director (Support Services) for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial 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 the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the City may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

Contract Requirement - The bidder to whom award is made, shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any activity not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the City prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of 100% of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by City. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of 100% of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, 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. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of

worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

California Public Records Act - All information contained in the Proposal, and the Proposal itself, is a public record and subject to release to the public once opened. Bidders shall not include trade secrets or other confidential information in their bids.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the City is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the City that meet these requirements.

#### Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$4,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### ***Self-Insured Retentions***

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

### **Other Insurance Provisions**

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

1. The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

### **Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### **Acceptability of Insurers**

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

### **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

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

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

### **Special Risks or Circumstances**

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

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**PROPOSAL**

FOR

ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010

SPECIFICATION NO. SV 20-05

**CONTRACTOR'S NAME:** \_\_\_\_\_

**SUBMIT PAGES 17 THROUGH 30 FULLY EXECUTED WITH THIS PROPOSAL**

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL

FOR

ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010

SPECIFICATION NO. SV 20-05

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List of Documents to be submitted with Proposal..... Page 18

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Instructions for Signing Proposal, Bonds, and Contract ..... Page 20

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Statement of Bidder's Qualifications and References ..... Page 26

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Noncollusion Declaration..... Page 30

**All blanks in the bid proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder shall respond with "N.A."**

**Failure of a bidder to fully execute and submit all of the listed documents with the bid will render a bid as non-responsive and subject to rejection.**

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

ROYAL AVENUE (PRIDE TO ERRINGER) SEWER LINE REHABILITATION  
PROJECT, CP70200010

Specification No.: SV 20-05, including 11 sheets of plans

Bids to be received on: October 27, 2020, at or before 3:30 p.m.

Completion time: 130 Consecutive Calendar Days After Receipt of Notice to Proceed

Liquidated damages: \$1,000 Per Calendar day

Number of pages in Proposal: 14

CONTRACTOR

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_ (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

**SUBMIT PAGES 14 THROUGH 30 FULLY EXECUTED WITH THIS PROPOSAL**

**INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT**

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal to Contractor's Proposal Statement.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so. Certified copy of resolution must be included with the bid submittal.

Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.

Individuals

- a) Signature: The individual.
- b) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements shown above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.
- b) Affix notary's acknowledgement.

**MUST ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS. FAILURE TO DO SO MAY BE BASIS FOR REJECTING BIDDER'S ENTIRE PROPOSAL.**

**CONTRACTOR'S PROPOSAL STATEMENT**

City of Simi Valley  
Simi Valley, California 93063

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Simi Valley. Furthermore, the undersigned is advised and understands that it is a City policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor's License No. \_\_\_\_\_ Class \_\_\_\_\_, Expiration Date \_\_\_\_\_

DIR Registration No. \_\_\_\_\_, Expiration Date \_\_\_\_\_

Names of Co-Partners or Corporate Officers and Titles: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_

Name of Contractor or Firm \_\_\_\_\_ Date of Submittal \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

Doing Business as Individual/Partnership/Corporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS AND STATEMENTS WHICH ARE A PART OF THIS PROPOSAL**

**PROPOSED SCHEDULE OF WORK AND PRICES**  
**FOR**  
**ROYAL AVENUE (PRIDE TO ERRINGER) SEWER LINE REHABILITATION**  
**PROJECT, CP70200010, SPECIFICATION NO. SV 20-05**

Item No.	Payment Reference	Description	Qty.	Unit	Unit Price	Total
1.	1001-18	Equipment and Material Storage Site(s)	1	LS		
2.	1002-3	Stormwater Pollution Prevention Plan	1	LS		
3.	1004-6	Rehabilitate (CIPP) 20" ACP Sewer Pipe Complete-in-Place	751	LF		
4.	1004-6	Rehabilitate (CIPP) 24" ACP Sewer Pipe Complete-in - Place	4100	LF		
5.	1004-6	Manhole Cover and Frame Replacement	28	EA		
6.	1005-7	Traffic Control, Construction Signs, and Traffic Maintenance	1	LS		
7.	1006-5	Heavy Cleaning	80	HRS		
8.	1006-6	Material Disposal	30	YDS		
9.	1007-7	Maintenance of Existing Sewer System	1	LS		
10.	1008-2	Termination of Liability	1	LS	\$1.00	\$1.00

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ \_\_\_\_\_  
 (Price in figures)

\_\_\_\_\_  
 (Price in words)

\*Note: In case of error in extension of price into the total price column, the unit price will govern.

Contractor's Name: \_\_\_\_\_

**PROPOSED SCHEDULE OF WORK AND PRICES**

The following addenda are acknowledged:

Number

Date

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)

_____	_____
_____	_____
_____	_____

**QUANTITIES OF WORK:**

The quantities of work or material stated on the Bid Schedule(s) are estimated quantities only to give an indication of the general scope of work. The City does not expressly or by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule(s) for the deleted item of Work.

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**  
(in lieu of cash or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, acknowledge ourselves jointly and severally bound to the City of Simi Valley, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the Contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FORM TO ACCOMPANY BID BOND**

STATE OF CALIFORNIA )  
COUNTY OF ) SS.  
CITY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to be the \_\_\_\_\_ Of \_\_\_\_\_ and the same person whose name is subscribed to the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_ And the said \_\_\_\_\_ duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

If cashier's check is submitted herewith, state check number \_\_\_\_\_ and  
Amount \$ \_\_\_\_\_.

**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Class "A" Contractor's License at the time the bid is submitted to the City, and must have satisfactorily completed at least three municipal projects in the last three years of comparable size and similar scope to this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: \_\_\_\_\_.

List and describe fully the last three municipal projects performed by your firm in the last three years, of comparable size and similar scope to this project, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 2

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 3

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**QUESTIONNAIRE REGARDING SUBCONTRACTORS**

Bidder shall answer the following questions and submit with the Proposal.

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )
- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes ( ) No ( )
- 4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )
- 5. If the answer to No. 4 is "yes", please explain the following details:
  - (a) Date:
  - (b) Name of person or group:
  - (c) Job involved (if applicable):
  - (d) Nature of threats:
  - (e) Additional comments: (Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_

\_\_\_\_\_  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Title

**LIST OF SUBCONTRACTORS  
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Subcontractor's Name & Address	Subcontractor's License Number	DIR Registration Number	Percent of Total Contract	Work to be Performed
_____	_____	_____	_____	_____
_____				
_____				
_____				
_____	_____	_____	_____	_____
_____				
_____				
_____				
_____	_____	_____	_____	_____
_____				
_____				
_____				

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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].

Note: The above Noncollusion Declaration is part of the Proposal. THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER**

FOR

ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010

SPECIFICATION NO. SV 20-05

**LIST OF DOCUMENTS FOR  
EXECUTION BY SUCCESSFUL BIDDER**

Contract..... Page 33

Bond for Faithful Performance ..... Page 41

Form to Accompany Bond for Faithful Performance..... Page 43

Bond for Material Suppliers and Laborers ..... Page 44

Form to Accompany Bond for Material Suppliers and Laborers ..... Page 46

Workers' Compensation Insurance Certificate ..... Page 47

General Liability Special Endorsement..... Page 48

Automobile Liability Special Endorsement ..... Page 49

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR ROYAL AVENUE (PRIDE TO  
ERRINGER) SEWER LINE REHABILITATION PROJECT,  
CP70200010, SPECIFICATION NO. SV 20-05

THIS CONTRACT is made and entered into in the City of Simi Valley on  
this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF SIMI VALLEY, a  
municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, a  
(type of business entity), hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, on September 28, 2020, CITY invited bids for the Royal  
Avenue (Pride to Erringer) Sewer Line Rehabilitation Project, CP70200010 per  
Specification No. SV 20-05; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a  
Proposal which was accepted by CITY for said project.

**AGREEMENT**

NOW, THEREFORE, in consideration of their mutual promises,  
obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part  
of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this  
CONTRACT is made and entered, as first written above, and shall be completed no  
later than One-Hundred and Thirty (130) consecutive calendar days after receipt of  
Notice to Proceed.

3. **Incorporation By Reference.** Public Contract Code Section  
22300, Specification No. SV 20-05, consisting of 117 pages and all documents  
incorporated by reference therein, and the CONTRACTOR'S Bid consisting of the  
CONTRACTOR'S Proposal Statement, Proposed Schedule of Work and Prices, and  
Bidder's Statement of Subcontractors and Material Fabricators, are hereby incorporated  
by reference and made a part of this CONTRACT.

4. **Precedence of CONTRACT Documents.** If there is a conflict  
between or among CONTRACT documents, the document highest in precedence shall  
control. The precedence shall be:

- First: This Document consisting of 8 pages excluding paragraph 3
- Second: Permits from other agencies as may be required by law
- Third: Special Provisions
- Fourth: Bid Terms and Conditions
- Fifth: Detailed Plans

- Sixth: Standard Plans
- Seventh: Standard Specifications Modifications
- Eighth: "Standard Specifications for Public Works Construction" (SSPWC)
- Ninth: Reference Specifications
- Tenth: CONTRACTOR'S Proposal

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

**5. Obligations of the CITY.**

A. The CITY shall be obligated to pay CONTRACTOR based upon the actual City-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material and equipment, rather than the CONTRACT bid price.

B. CITY shall make regular progress payments to the CONTRACTOR within 30 days after mutual concurrence with the unit quantities and/or lump sum items of work performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of \$ \_\_\_\_\_ unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to CITY'S satisfaction, CITY shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, CITY shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

**6. Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A" and as further described in the incorporated documents. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONTRACTOR shall abide by the CITY'S Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT. CONTRACTOR shall maintain a valid Business Tax Certificate for the term of the CONTRACT.

D. Prevailing wage: In addition to any applicable federal requirements, the CONTRACTOR shall comply with all applicable California laws related to prevailing wage, including but not limited to California Labor Code 1720 et seq. and all other California prevailing wage laws and regulations, and all requirements, regulations or decisions of the California Department of Industrial Relations related thereto. CONTRACTOR further stipulates to follow all requirements and pay any penalties due, if any, under Section 1813 of the California Labor Code. The CONTRACTOR shall post the prevailing rate per diem wages at each job site. Further CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon. CONTRACTOR is responsible for paying all legally required prevailing wages, and in the case of a difference between state and Federal law, the highest legally required rate.

CONTRACTOR and all subcontractors must be registered and remain registered with DIR (Department of Industrial Relations) *through the term of the CONTRACT* in accordance with the California Labor Code ("Labor Code"), in particular Labor Code Section 1771.1, and any successor or replacement provision thereto, unless a small project exemption applies (\$25,000 for public works or \$15,000 for maintenance). CONTRACTOR further agrees that it will follow all requirements and obligations set forth in Labor Code Section 1776.

7. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to CITY for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must select an

attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of the CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor**. It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. **Time of Performance**. Time is of the essence in this CONTRACT.

16. **Liquidated Damages**. Should the CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, the CONTRACTOR shall reimburse the CITY for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate \$1,000 per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to the CITY resulting from the failure of the CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages which are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty. The CITY shall have the right to deduct such damages from any amount due, or that may become due to the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or the CONTRACTOR'S Surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

17. **Conflict of Interest**. Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

18. **Successors and Assigns**. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

19. **Authority to Execute Contract**. Both CITY and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

20. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

21. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY

Ronald K. Fuchiwaki, Director  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Staff Contact: Jay Lukiewski, Senior Engineer  
(805) 583-6898

CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**Attest:** **City of Simi Valley, A Municipal Corporation**

\_\_\_\_\_  
Lucy Blanco, City Clerk

By: \_\_\_\_\_  
Keith L. Mashburn, Mayor of the City  
of Simi Valley, California

**Approved as to Form:**

**Insert Name Of Company**

\_\_\_\_\_  
Lonnie J. Eldridge, City Attorney

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

Print Name: \_\_\_\_\_

**Approved as to Content:**

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

\_\_\_\_\_  
Brian Paul Gabler, City Manager

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

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Jerry Johnson  
Deputy Administrative Services Director  
(Support Services)

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

\_\_\_\_\_  
Ronald K. Fuchiwaki  
Public Works Director

EXHIBIT "A"  
SCOPE OF WORK

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR ROYAL AVENUE (PRIDE TO  
ERRINGER) SEWER LINE REHABILITATION PROJECT,  
CP70200010, SPECIFICATION NO. SV 20-05

Project locations: Royal Avenue between Pride Street and Engineer Road.

The scope of work is comprised of the rehabilitation of 4,851 feet of the existing 20-inch and 24-inch sewer pipes with cured-in-place pipe (CIPP) lining, including installation of temporary sewage bypass pumps and sewage bypass piping system, manhole cover and frame replacement, infiltration mitigation, mineral deposits removal, and all appurtenant work. The sewer segments are located in the public right-of-way. Coordination with property owners and a City encroachment permit will be required.

**BOND FOR FAITHFUL PERFORMANCE  
BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as “Contractor” as principal, and \_\_\_\_\_ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” 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.

This condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the construction of Royal Avenue (Pride to Erringer) Sewer Line Rehabilitation Project, CP70200010, Specification No. SV 20-05, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney’s fee, to be fixed by the court.

**BOND FOR FAITHFUL PERFORMANCE (cont'd)**

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of the 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE**

STATE OF CALIFORNIA        )  
COUNTY OF                    )  
CITY OF                         )        SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
before me, the undersigned, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared \_\_\_\_\_,  
personally known to be (or proved to me on the basis of satisfactory evidence to be) the  
person whose name is subscribed to this instrument; and known to be the \_\_\_\_\_  
of \_\_\_\_\_ and the same person whose name is  
subscribed to the within instrument as the \_\_\_\_\_  
of said \_\_\_\_\_ and the said \_\_\_\_\_  
duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_  
thereto as Surety and his/her own name as \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as “Contractor” as principal, and \_\_\_\_\_ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” 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 foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the construction of Royal Avenue (Pride to Erringer) Sewer Line Rehabilitation Project, CP70200010, Specification No. SV 20-05, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or any subcontractor, fails to pay for any materials, provisions, or its other supplies, or items, 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 with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

IT IS FURTHER 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS**

STATE OF CALIFORNIA        )  
COUNTY OF                    )        SS.  
CITY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_, Personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument; and known to be the \_\_\_\_\_ of \_\_\_\_\_ and the same person whose name is subscribed to the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_ and the said \_\_\_\_\_ duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

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

By \_\_\_\_\_

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

Title \_\_\_\_\_

By \_\_\_\_\_

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

Title \_\_\_\_\_

**General Liability Special Endorsement  
for the City of Simi Valley**

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
--------------------	--------------------------

3. PRODUCER

TELEPHONE

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER  Occurrence

LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

4. INSURED

6.  Deductible  Self-insured Retention (check which) of \$ \_\_\_\_\_

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here  in which case only the following specific agreements and permits with the City of Simi Valley are covered:  
CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

**GENERAL LIABILITY**

COMMERCIAL GENERAL LIABILITY

COMPREHENSIVE FORM

10. OTHER PROVISIONS

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
PREMISES/OPERATIONS		
UNDERGROUND & COLLAPSE HAZARD		
PRODUCTS/COMPLETED OPERATIONS		
CONTRACTUAL		
INDEPENDENT CONTRACTORS		
_____		
_____		

11. **CLAIMS:** Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 14. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY**  
**2929 TAPO CANYON RD**  
**SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature .....

(original signature required on copy)

Telephone: ( ) \_\_\_\_\_ Date signed \_\_\_\_\_

# Automobile Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

3. PRODUCER  
  
  
  
  
  
  
  
  
  
TELEPHONE

5. POLICY INFORMATION:  
Carrier:  
Policy No.:  
Policy Period:  
COVERAGE TRIGGER  Occurrence  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

4. INSURED

Self-insured Retention (check which) of \$ \_\_\_\_\_  
6.  Deductible with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_ coverage. (which)  
7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here  in which case only the following specific agreements and permits with the City of Simi Valley are covered:  
CITY AGREEMENTS/PERMITS

8. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> ANY AUTO		
<input type="checkbox"/> OWNED AUTOS		
<input type="checkbox"/> SCHEDULED AUTOS		
<input type="checkbox"/> HIRED AUTOS		
<input type="checkbox"/> NON-OWNED AUTOS		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

8. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> ANY AUTO		
<input type="checkbox"/> OWNED AUTOS		
<input type="checkbox"/> SCHEDULED AUTOS		
<input type="checkbox"/> HIRED AUTOS		
<input type="checkbox"/> NON-OWNED AUTOS		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

9. OTHER PROVISIONS  
  
  
  
  
  
  
  
  
  
10. CLAIMS: Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 12. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 13. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

15. CITY DEPARTMENT/BUREAU  
  
**CITY OF SIMI VALLEY  
2929 TAPO CANYON RD  
SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_  
  
I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  
  
Signature \_\_\_\_\_  
(original signature required on copy)  
  
Telephone: ( ) \_\_\_\_\_ Date signed \_\_\_\_\_

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**STANDARD SPECIFICATIONS**  
FOR  
ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010  
SPECIFICATION NO. SV 20-05

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**STANDARD SPECIFICATIONS**

0-1 **STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 **DELETIONS**

The following sections of the SSPWC are hereby deleted: 3-1 "Assignment", 7.2 "Precedence of the Contract Documents", 6-4.1 "General", 6-9 "Liquidated Damages", 5.4 "Insurance", 7.3.3 "Delivered Materials", 214 "Traffic Striping, Curb and Pavement Markings, and Pavement Markers", 314 "Traffic Striping, Curb and Pavement Markings, and Pavement Markers", 600 "Access", 700 "Street Lighting and Traffic Signal Systems".

0-3 **NUMBER OF SECTIONS**

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 1000 through 1100.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 **ADDITIONS**

The sections which follow either replace sections of like number in the SSPWC, which were deleted in Section 0-2 above, or add material not in the SSPWC.

## SECTION 1 – GENERAL

### 1-2 TERMS AND DEFINITIONS

#### 1-2.1 Additional Definitions

Acceptance – The formal written acceptance by the City of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/City – City of Simi Valley.

Approved Equal – or words of the like import refer to a material which has been approved by the City Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved", "required" or "directed" by the City of Simi Valley or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

City Council – The body constituting the awarding authority of the City.

Department – Public Works Department, City of Simi Valley.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48-hours or two working days) prior to the commencement of the contemplated action. Notifications may be from City to Contractor or from Contractor to City.

Engineer – The City Engineer of the City of Simi Valley.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the City.

Prompt – The briefest interval of time required for a considered reply, including the time required for approval by a governing body.

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.

1-3 ABBREVIATIONS1-3.3.1 Institutions

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APCD	Air Pollution Control District
APWA	American Public Works Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
CAL-OSHA	California Occupational Safety & Health Administration
CITY	City of Simi Valley
CRSI	Concrete Reinforcing Steel Institute
DISTRICT	Ventura County Waterworks District No. 8
IEEE	Institute of Electric and Electronic Engineer
NASSCO	National Association of Sewer Service Co.
NEC	National Electrical Code
NFPA	National Fire Protection Association
RSRPD	Rancho Simi Recreation and Parks District
SSPWC	Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA
SSS	State of California, Department of Transportation, Standard Specifications, latest edition
VCFCD	Ventura County Flood Control District
VCTC	Ventura County Transportation Commission
VCWPD	Ventura County Watershed Protection District

**SECTION 2 – SCOPE OF THE WORK**2-2 PERMITS2-2.1 City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and such permit will be issued at no cost to the Contractor. Contractor shall comply with all specifications required by said permit.

2-2.2 Caltrans Encroachment Permit

When work is proposed within State of California Department of Transportation right-of-way, the City will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit

Rider at the State of California Department of Transportation, Permit Section, 100 S. Main Street, Los Angeles, CA 90012. The Contractor will need to show evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

### 2-2.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

## **SECTION 3 – CONTROL OF THE WORK**

### 3-1 ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

### 3-7 CONTRACT DOCUMENTS

#### 3-7.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the City to be accurate and to contain no misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. City does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid.

In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the City. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

### 3-7.3 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the City of Simi Valley or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the City nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes and releases any claims, rights, demands, damages, actions and causes of action in connection therewith against the City of Simi Valley and its officers and employees.

### 3-7.4 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom

this Contract is awarded covenants and agrees by execution of the Contract that the Contractor neither has nor shall have any claim, demand, action, or cause of action against the City of Simi Valley, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the City of Simi Valley nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the City of Simi Valley, or any officer or employee thereof, in respect to any of the foregoing matters.

### 3-12 WORK SITE MAINTENANCE

#### 3-12.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

Dust control shall be maintained at all times. Visible dust with speeds up to 20 miles per hour may be cause for job site shut down. Gusts in excess of 20 miles per hour shall be cause for job site shut down.

#### 3-12.7 Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without such muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of 50 dba at a distance of 50 feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### 3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

#### 3-13.4 No Waiver of Legal Rights

The City shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The City shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by the Engineer's representative nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

#### 3-13.5 Non-Complying Work

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the City, nor recordation of Notice of Completion by City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

## **SECTION 4 – CONTROL OF MATERIALS**

### 4-6 TRADE NAMES

No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the City Engineer. The City reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the City Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for proposed

substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$4,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### **Self-Insured Retentions**

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

### **Other Insurance Provisions**

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

1. The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

## **Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

## **Acceptability of Insurers**

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

## **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

## **Verification of Coverage**

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

## **Subcontractors**

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

## **Surety Bonds**

Contractor shall provide the following Surety Bonds:

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

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

## **Special Risks or Circumstances**

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

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

### **6-4 DELAYS AND EXTENSIONS OF TIME**

#### **6-4.1 General**

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, or by fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor.

### **6-6 SUSPENSION OF THE WORK**

#### **6-6.3 Temporary Suspension of Work**

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction

for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **7-6 FINAL PAYMENT**

All measurements and payments shall be in accordance with the provisions of Section 7 of the SSPWC, "Measurement and Payment." The items of work for the project are shown in the Proposal and consist of unit price and lump sum items for payment. It is the intent of these specifications that the cost of all work shown or specified on the plans, but not specifically included in a unit price or lump sum item, shall be considered as being included in the amounts bid for the various items in the Proposal.

### **7-7 TERMINATION OF CITY LIABILITY**

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form which shall operate as, and shall be, a release of the City, the City Council and each member of the Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amounts kept or retained as provided in sub-section 7-3.2 of the SSPWC "Partial and Final Payment", and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of \$1.00 will be made to the Contractor for executing this document.

### **7-8 AFFIDAVIT OF PAYMENT**

Another requirement prior to receiving the final payment is that the Contractor shall file with the City Engineer the completed attached affidavit sworn to before a Notary Public stating that all workers and persons employed, all firms supplying materials and all

subcontractors upon the project, have been paid in full, and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in such affidavit, covering disputed claims or items in connection with which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure. The filing of such notarized affidavit by the Contractor is required before the City makes final payment on the Contract.

## **SECTION 402 - UTILITIES**

### **402-7 SCOPE OF WORK**

Work shall conform to the provisions in Section 402 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities. Covers which are partially exposed shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a 3 mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected.

To make sure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the City, the Contractor shall immediately notify the City and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

### **UTILITY/AGENCIES TELEPHONE CONTACT LIST**

AT&T  
(805) 583-6559

RANCHO SIMI RECREATION AND  
PARK DISTRICT  
(805) 584-4400

AT&T LONG DISTANCE FIBER OPTIC  
(704) 963-7964

CALIFORNIA HIGHWAY PATROL  
(805) 654-4710 (4571)

CALLEGUAS MUNICIPAL WATER DISTRICT  
(805) 526-9323

CENTURYLINK  
(800) 244-1111

CITY ENGINEER  
(805) 583-6786

CITY POLICE DEPARTMENT  
(805) 583-6950

CITY SANITATION DIVISION  
(805) 583-6455

CITY TRAFFIC ENGINEER  
(805) 583-6786

CITY TRANSIT DIVISION  
(805) 583-6456

CRIMSON PIPELINE  
(805) 525-6312

EDISON INTERNATIONAL COMPANY  
(805) 494-7013

EQUILON CORPORATION  
(310) 816-2063

GOLDEN STATE WATER COMPANY  
(805) 527-9393

MED TRANS AMBULANCE  
(805) 495-4666

SIMI VALLEY UNIFIED SCHOOL  
DISTRICT  
(805) 306-4500

SOUTHERN CALIFORNIA GAS CO.  
(818) 701-3468

SPECTRUM  
(805) 732-8160

SPRINT NEXTEL  
(949) 842-9315

UNDERGROUND SERVICE ALERT  
1-800-422-4133 OR 811

UNION PACIFIC RAILROAD  
(800) 336-9193

U.S. POST OFFICE  
(805) 526-9819 OR (800) 275-8777

VENTURA COUNTY FIRE DEPARTMENT  
(805) 389-9738, ext. 1

VENTURA COUNTY SHERIFF  
(805) 494-8200

VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT  
(805) 378-3033

VENTURA COUNTY WATERWORKS  
DISTRICT NO. 8  
(805) 583-6076

VERIZON  
(909) 421-3312 or (909) 421-3316

WASTE MANAGEMENT  
(805) 522-9400 EXT. 4360

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**SPECIAL PROVISIONS**  
FOR  
ROYAL AVENUE (PRIDE TO ERRINGER)  
SEWER LINE REHABILITATION PROJECT, CP70200010  
SPECIFICATION NO. SV 20-05

## SECTION 1000

**SPECIAL CONDITIONS**1000-1 **STANDARD SPECIFICATIONS**

As indicated in Subsection 0-1, the latest edition of the Standard Specifications for Public Works Construction (SSPWC), along with the modifications thereto have been established as the Standard Specifications by the Engineering Division of the Public Works Department. These specifications will prevail as the basic Standard Specifications for this project except as otherwise specifically noted in the **Special Provisions (Sections 1000 through 1008)**. Appendices "A" through "C" attached hereto are considered a part of these Special Provisions.

1000-2 **INVESTIGATION OF SITE CONDITIONS**

Bidders and Contractors are urged to visit the work site to conduct their own investigations as to the existing conditions affecting the Work to be accomplished under these specifications. If the bidder chooses not to visit the site or conduct investigations, the bidder will nevertheless be charged with the knowledge of conditions, which reasonable inspection and investigation would have disclosed.

1000-3 **AWARD OF CONTRACT**

A construction contract will be awarded to the lowest responsive and responsible bidder whose proposal complies with all the requirements; however, the City reserves the right to award, or not award.

1000-4 **START OF CONSTRUCTION**

The necessary bonds and insurance certificates shall be submitted to the City within 10 days of the contract award. Notice to Proceed may be issued any time after the Notice of Award. A pre-construction conference will be held prior to the start of work, and no more than 20 days after the Notice of Award. The Notice to Proceed will be issued no more than 30 days after the pre-construction meeting, and the date of the Notice to Proceed constitutes the start of construction, which date will be the first chargeable working date of the contract.

1000-5 **TIME OF COMPLETION**

The Contractor shall complete the work including punch list items (if applicable) within 130 consecutive calendar days after receipt of the written Notice to Proceed. The City will impose liquidated damages of \$1,000 per calendar day to the Contractor for failure to comply. The issuance of the Notice to Proceed constitutes the Contractor's authority to enter upon the work site and begin operations.

**1000-6 CITY ENCROACHMENT PERMIT**

The Contractor is required to obtain a no-fee Encroachment Permit from the City prior to commencing any construction.

**1000-7 WORKING HOURS & WORKING DAYS**

Typical construction working hours and days shall be limited to Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m., unless otherwise stated in these Special Provisions and/or approved by the Engineer in writing. However, pre-approved scheduled 24-hour workdays will be allowed during pipe cleaning and installation of the cured-in-place (CIPP) liners.

Contractor shall provide at least forty-eight (48) hour written notification to the City to obtain approval of an overtime work inspection request prior to start of work.

Contractor shall pay overtime inspection hours for all construction activities, including geotechnical and material testing services, beyond the normal working hours and days specified hereinabove, and any authorized work on Saturdays, Sundays and Holidays. Overtime charges will be deducted from the progress payments to the Contractor.

However, subject to prior approval by the City, no overtime inspection will be charged to the Contractor during the cured-in-place pipe (CIPP) liner installation, curing, cleaning, restoration, and removal of lining materials and equipment within the lining segment.

The following days are recognized as holidays by the City:

1. January 1st (New Year's Day)
2. 3rd Monday in January (Martin Luther King, Jr. Day)
3. 3rd Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4th (Independence Day)
6. 1st Monday in September (Labor Day)
7. November 11th (Veteran's Day)
8. 4th Thursday in November (Thanksgiving Day)
9. 4th Friday in November (Day after Thanksgiving)
10. December 24th (Christmas Eve)
11. December 25th (Christmas Day)

When any of the above listed holidays falls on Sunday, the holiday shall be observed on the following Monday. Whenever any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

**1000-8 FAILED TESTS**

All retesting of failed materials, field compaction tests, and standby charges for such services will be accomplished at the Contractor's expense. The cost for all retesting and standby charges will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight (48) hours notification for the need of compaction and materials testing.

**1000-9 RECORD DRAWINGS**

Contractor shall provide and maintain on the job site one complete set of prints of all drawings that form a part of the contract. Immediately after each portion of the work is completed, clearly and legibly indicate all deviations from the original design shown in the drawings by either additional sketches or ink thereon. All corrections shall be coordinated and reviewed by the City Inspector.

Contractor shall, upon completion of the job, and prior to final payment and acceptance of work by the City, deliver this record set to the Engineer.

**1000-10 COMPETENT PERSON**

Contractor shall appoint a "Competent Person," as outlined in the 1990 OSHA regulations "Construction Standards for Excavations," on-site for the duration of the project to identify and to take corrective action for existing and potential hazards of excavations. The Contractor shall identify, in writing, who their competent person shall be at the pre-construction conference. The Contractor's Competent Person shall attend the pre-construction conference.

**1000-11 PROJECT SUPERINTENDENT**

Contractor shall designate, and keep on the work site at all times during its progress, a competent superintendent who shall not be replaced without written notice to the Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's project superintendent must attend the pre-construction conference.

**1000-12 JOBSITE SAFETY**

Contractor shall assume sole and complete responsibility for construction means, methods, techniques, sequences, and procedures, and for all jobsite conditions during the course of construction of the project, including safety for all persons property, including Contractor's and subcontractor's employees and the general public. The Contractor's responsibility for jobsite conditions and safety shall apply continuously and not be limited to normal working hours.

The City, the Principal Engineer, the Design Engineer, or any of their consultants shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for any jobsite conditions.

**1000-13 BASIS FOR ESTABLISHING COST OF LABOR FOR EXTRA WORK**

The cost of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus payment of health and welfare, pension, vacation, apprenticeship funds, and other direct cost included in the prevailing rates applicable to the project as well as assessments or benefits required by lawful collective bargaining agreements. To the total of these labor costs, the labor surcharge set forth in the current Caltrans Labor Surcharge and Equipment Rental Rates publication shall be applied.

1000-14 EXTRA WORK MARKUP

A. Work by Contractor. The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits, and all other cost not specifically provided for:

1.	Labor.....	25%
2.	Materials.....	15%
3.	Equipment Rental.....	15%
4.	Other Items.....	15%

To the sum of the cost and markups provided for in this section, one percent shall be added as compensation for bonding.

B. Work by Subcontractor. When a Subcontractor performs all or any part of the extra work, the markup established in 3-3.2.3(a) of the SSPWC shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent on work in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

1000-15 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

1000-15.1 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other Contract work is not completed and has not been accepted. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

1000-16 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Special Conditions."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1001

**SPECIAL CONSTRUCTION REQUIREMENTS**

(Not a Bid Item except Equipment and Material Storage Site(s) – Bid Item No. 1)

**1001-1 MOBILIZATION AND DEMOBILIZATION**

Includes all items associated with the beginning phase and ending phase, including but not limited to: arrangement for the contract, bonds, and insurance, establishment of any subcontract arrangements, material, equipment and labor, scheduling and ordering, transportation and storing of equipment and materials to the site, establishment of field operations, including structures whether mobile or not, electricity, water, gas, etc., signage when required, surveying and stacking (alignment and grade) of existing sewer lines, and cross gutters, permits and similar items.

**1001-2 CONSTRUCTION SCHEDULE**

Upon issuance of the Notice of Award, Contractor shall submit to the Engineer for review prior to approval and start of construction:

1. Project Construction Schedule in accordance with the SSPWC Subsection 6-1, "Construction Schedule and Commencement of the Work." Sufficient detail shall be included for the identification of subdivisions of major components into each activity.
2. Stormwater Pollution Prevention Plan (SWPPP) addressing the requirements of Section 1002, of these Special Provisions, for the affected project sites.

An updated construction schedule shall be submitted concurrently with the request for progress payments; processing of progress payments will be delayed until the schedule is received.

Any revisions to the originally approved Construction Schedule shall be approved by the Engineer, in writing, at least three working days prior to any construction.

**1001-3 NOTICE TO PROPERTY OWNERS/BUSINESS OWNERS/RESIDENTS**

Contractor shall notify all adjacent property owners/business owners/residents as applicable at least four (4) work days prior to restricting driveway access or starting any work, using "door knob type" Notices approved by the Engineer. Notices shall describe the impending work, and shall be worded generally as shown in the Appendix "A" of these Special Provisions. Notices shall also identify dates and stages of work.

If construction duration exceeds one (1) week, then updated notices shall be distributed weekly.

Special consideration shall be given to multi-family residential/commercial complexes and other high-density uses. Provisions must be made for the urgent needs for medical, fire, and police services.

#### 1001-4 CONSTRUCTION SURVEYING

Contractor shall provide all necessary construction surveying to verify all sewer pipe inverts and manhole rim elevations including nearby manholes for bypass and flow maintenance operations and shall conform to the general industry standards and the following minimum quality of standards:

The surveys shall be accomplished with sufficient precision to result in the required accuracy and shall be performed under the supervision of a Land Surveyor or Civil Engineer authorized to practice land surveying licensed by the State of California. The requirement herein shall apply to the minimum essential control required to accomplish the establishment of lines and grades by the Contractor, and to provide the Engineer the necessary references for insuring construction accuracy. The method used to establish working stakes would be at the Contractor's Option. Equipment for surveys shall be of a quality condition that will provide the accuracy specified. Equipment shall be maintained in proper adjustment and records of calibration test or adjustment shall be available to the Engineer for inspection at all times. Pipe stakes shall be set at the ends and at grade and line breaks. If pipe is to be constructed in stages, the ends of the staged lengths shall be staked. Intermediate stakes shall be set when ends of long, straight runs are not visible. Optical sighting devices shall control the finished pipe grades. Use of string line will not be allowed.

#### 1001-5 COORDINATION OF WORK

Contractor shall coordinate with all respective utility companies for any related relocations and/or construction work. Contractor shall make arrangements with property owners prior to any necessary usage of their water, electricity, and items belonging to property owners during construction.

Contractor shall make every effort to eliminate or minimize any impact to the public vehicular traffic. A schedule of work must be approved by the City prior to commencement of any work.

Contractor shall respect the rights of property owners, and not enter upon private property without obtaining permission from the owner of the property.

For manholes located in easements of private property, the Contractor shall provide the property owner and resident with at least fourteen (14) days advanced notice for easement access prior to entering the property and obtain a right-of-entry on the premises.

#### 1001-6 REMOVAL OF MATERIALS

All materials which are to be disposed of, including but not limited to, piping, saw-cut concrete and asphalt concrete pavement, asphalt grindings, miscellaneous concrete, and excess excavated earth and base material, debris from pipeline cleaning, and other extraneous materials and debris, shall be removed immediately from the construction site. No overnight storage of materials or debris will be allowed in the street or surrounding areas. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense.

### 1001-7 EQUIPMENT AND MATERIALS STORAGE

Contractor shall arrange and maintain a secure storage site(s) for all equipment and materials. Construction materials, excavated materials, and construction equipment shall not be stored at the work site. All equipment and unused materials must be returned to the Storage site(s) at the end of each workday. The Contractor shall submit a route plan for the delivery of materials to both the job and storage sites at least three (3) working days before commencing work. Unless otherwise approved in advance by the Engineer, construction equipment, bypass pumps, and appurtenances, vehicles, and materials shall be restricted to the lay down areas designated on the Plans. Payment for equipment and materials storage site(s) will be made at the Contract lump sum price bid as shown in the Bid Schedule.

Large track equipment (excavator, etc.) may be stored temporarily in areas approved by the Engineer, provided that necessary public traffic control is installed to protect equipment and residents. A request for temporary storage shall be submitted in writing at least one-week prior to date of use.

### 1001-8 WORK BEYOND PUBLIC RIGHT-OF-WAY

Subsection 2-8, "Right-of-Way," of the SSPWC is hereby deleted, and replaced as follows: All improvements proposed to be constructed for this project, per the Plans, are physically located within the public street rights-of-way or in easements as shown on the drawings. Should the Contractor, however, require or desire temporary work areas and facilities beyond and outside of the public street rights-of-way, easements or work area shown on the drawings, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, disposing, and restoring of temporary work areas and facilities prior to start of work. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions.

Contractor shall be responsible for any fines levied by others, reimbursement of any agency or third party incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to residents as a result of the Contractor's work.

### 1001-9 ACCESS

During construction of the proposed improvements and by-pass of the sewer flows, Contractor must adhere to notes and requirements shown on the construction drawings.

Any access on private property must be coordinated and approved by the property owner's representative. Contact information will be provided to the Contractor. Changes to access private properties as shown on the construction drawings must be approved by the Engineer. The Contractor shall indemnify and hold the City harmless from all claims for damages that may occur while accessing or working on private property.

## 1001-10 PROTECTION OF EXISTING IMPROVEMENTS

During construction of the proposed improvements, extreme care shall be exercised to protect existing public and private property improvements, such as but not limited to concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, manholes, asphalt, irrigation lines, landscaping, garden lights, utility meters, drainage structures, posts, signs, garden walls, mailboxes, etc., unless otherwise identified in these Special Provisions, or shown on the Plans for relocation/removal/reconstruction by the Contractor. The protection of existing improvements in place may require shoring and/or bracing depending upon the condition of the facilities. Repair and/or replacement of any facilities damaged and/or removed by the Contractor that is to remain, shall be at the sole expense of the Contractor.

No markings will be allowed on existing cross-gutters, spandrels, curb/gutters, and sidewalks.

## 1001-11 POTHOLING AND LOCATING EXISTING UNDERGROUND UTILITIES

Where open-cut construction is required, the Contractor shall pothole and locate the existing underground utilities prior to submitting shop drawings for the pipeline rehabilitation. The Contractor shall be responsible for coordinating the potholing with all respective utility companies to obtain the necessary information regarding the locations of the existing facilities. The City will not review any of the pipeline shop drawings until the potholing is completed. No extension of time or additional compensation will be made for delays caused by the failure of the Contractor to complete the potholing in a timely manner.

Contractor shall notify Underground Service Alert at least 48 hours in advance of any construction or potholing and make arrangements for the existing utilities to be marked by the affected utility companies.

Contractor is responsible for providing the required survey services to locate the exposed utilities potholed by the Contractor.

All costs incurred in exposing and locating the existing utilities identified on the Plans, including all labor, traffic control, survey, tools, equipment for excavation, backfill and restoring existing surface improvements, shall be included in the contract unit price or lump sum prices bid for other applicable items of work and no additional compensation will be allowed therefor. Contractor shall bear all cost of repairing or replacing any existing utility damaged by his potholing work.

Contractor is responsible to make exploratory excavations of all utilities lying wholly or in part within the Contractor's proposed excavation limits and running approximately parallel to or crossing the roadway. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's works. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the Contractor shall so notify the City.

All costs for making these exploratory excavations (including backfilling and resurfacing, as specified herein above) shall be absorbed or included in the prices bid for the various items of work. Contractor must notify the utility owners as to his proposed schedule of work sufficiently far in advance of his work to allow for the overall coordination of any relocation work to be done and shall cooperate with said companies in the performance of their work as set forth in the Standard Specifications.

After potholing the exact location of such utilities, the Contractor shall backfill the excavation and shall immediately construct either a temporary or a permanent resurfacing over the backfill. Temporary resurfacing shall be constructed when the exploratory excavations are made in the area located within the proposed roadway excavations. Permanent resurfacing shall be constructed when the exploratory excavations are made in an area outside the proposed roadway excavation. Said permanent resurfacing shall be of the type and thickness specified for resurfacing over the adjacent roadway or as field conditions may otherwise require, as determined by the City. In either case, the excavations shall be backfilled in accordance with the specifications herein.

#### 1001-12 DUST AND NOISE CONTROL

Contractor shall provide means to prevent dust, grit, excessive noise, and other waste products from becoming a nuisance in and around the working areas. The Contractor shall take all necessary steps, with the approval of the Engineer, to reduce or eliminate such nuisance. The Contractor is required to control dust during the entire contract period, including holidays and weekends, and also comply with California Air Resources Board and Ventura County Air Pollution Control District regulations.

The City reserves the right to impose liquidated damages to the Contractor if the Contractor fails to control dust in accordance with these contract specifications.

#### 1001-13 SURVEY MONUMENT TIES ADJUSTMENTS

Contractor shall locate, protect, and preserve all existing survey monuments and ties that will be, or may be damaged or destroyed by the Contractor's operation. All existing nails, markers, and tags within sidewalks, curbs, curb/gutters, curb ramps, and streets shall be tied down by the City's Contract Surveyor prior to such removals by the Contractor for subsequent adjustment and/or installation. Where a survey monument and/or property corner tie will be removed due to this construction, the Contractor must save the monuments, markers, and appurtenances and submit to the City Engineer. The City's Contract Surveyor will accomplish the reinstallation of the actual monuments and/or property corners.

#### 1001-14 MAINTENANCE OF EXISTING DRAINAGE SYSTEM

Contractor must maintain the existing drainage system within the streets and the adjacent affected private property during the entire duration of the construction. This item shall include stormwater pollution and erosion control measures.

### 1001-15 SUBMITTALS

Subsection 3-8, "Submittals," is hereby supplemented as follows:

Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, nominal pipe size, technical bulletins, specifications, diagrams, or product samples necessary to describe a system product or item. Submittals for system shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. If no change or correction is required, three copies will be returned to the Contractor.

Submittals are required for any pipe rehabilitation system, bypass pumping, bypass piping, pipeline product, pre-cast manhole, ring, cover, or manufactured items as specified on the Plans or in the Special Provisions, or when requested by the Engineer.

Two weeks prior to the use of any specified material, the Contractor shall provide written certifications, complete and detailed shop drawings, concrete and asphalt mix designs of all materials to be incorporated in the work. The Contractor shall not deliver or use any such materials without prior approval of the Engineer, in writing.

### 1001-16 PROGRESS PAYMENTS

The Contractor or its designated representative shall sign a monthly quantity payment sheet of completed work in order to expeditiously process monthly progress payments.

In addition, all Contractors' daily logs (record of all labor and equipment working on the job) shall be submitted to the Project Inspector prior to processing of monthly progress report.

### 1001-17 INSPECTION, MATERIALS, AND WORKMANSHIP

All materials and workmanship shall conform to the provisions of Section 4 "Control of Materials" of the SSPWC, and these Special Provisions.

The City or its representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility to ascertain that the materials and the workmanships are in accordance with the requirements and intentions of the Specifications, the Special Provisions, and the Plans. All work done and all materials furnished shall be subject to City inspections.

The inspection of the work or material shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be brought up to all requirements and compliance as outlined by this specification. Any unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the City or that payment therefor has been included in the progress estimate.

All work that has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed to the Contractor for such removal, replacement, or remedial work. Contractor must reimburse City for all additional inspection and/or engineering costs spent on such remedial work if remedial work is performed beyond the specified completion time in the Contract.

The Contractor shall provide a completed daily work report to the inspector within one business day. Material tickets will be turned in with the daily report. The Contractor shall meet daily to agree on bid item quantities.

The Contractor shall supply onsite supervision for the duration of the Contract. All subcontractors shall be supervised.

Dust control shall be maintained at all times. Visible dust with wind speeds up to 20 miles per hour may be cause for job site shut down. Gusts in excess of 20 mph shall be cause for job site shut down.

#### 1001-18 MEASUREMENT AND PAYMENT

Except for the Equipment and Materials Storage Site(s) no separate payment will be paid for work or other features as required and outlined in this Section, "Special Construction Requirements."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

Measurement and payment for the Equipment and Materials Storage Site(s) will be made at the Contract lump sum price bid as shown in the Bid Schedule, and shall be considered as full compensation for furnishing all labor, material, equipment, tools, transportation, temporary fencing, bonded security personnel, incidentals, and for doing all the work involved and necessary to arrange and maintain secure work site and a secure storage site(s) for all equipment and materials as specified in these Special Provisions, and as directed by the Engineer.

## SECTION 1002

**STORMWATER POLLUTION PREVENTION PLAN**  
(Bid Item No. 2)1002-1 GENERAL

Contractor shall take all necessary steps to implement and maintain non-structural Best Management Practices (BMP)s during the project construction period to prevent illicit construction-related discharges of pollutants from causing or contributing to a violation of water quality standards to the City's storm drain system. Construction shall comply with the California Regional Water Quality Control Board National Pollutant Discharge Elimination System Permit No. CAS 004002, Order No. R4-2010-0108 utilizing the following minimum prevention measures:

- Maintain clean work sites through good housekeeping measures and regular clean up and disposal of all debris, storage materials, saw-cut slurry, waste, etc.
- Eliminate discharge of sanitary water/septic waste to storm drain system by providing convenient and well-maintained facilities, and regular service and disposal.
- Manage and operate construction vehicles and equipment in a manner to prevent leaks, spills, and waste.
- Prevent and control the discharge of:

- Soil Sediments
- Concrete and mortar waste
- Asphalt and bituminous materials (slurry)
- Chemicals from treated wood products
- Paints, solvents, adhesives, and cleaning solutions
- Soil, trimmings, and garden chemicals
- Construction water from collecting and transporting pollutants
- Saw-cut materials

- Prevent pollution of the storm drain system during import, export, stockpiling, and spreading or grading of earthwork materials.

Any pumped discharge of groundwater or muddy pollutant water from the Contractor's operation into the street and storm drain system is not permitted and is a violation of the permit requirements. The Contractor shall procure a separate no-fee Wastewater permit from the Environmental Compliance Division for any proposed discharge to the City Sewer System.

1002-2 SUBMITTAL

Contractor shall submit a construction Stormwater Pollution Prevention Plan (SWPPP) prepared by a Qualified SWPPP Developer (QSD) consistent with the "Technical

Guidance Manual (TGM) for Stormwater Quality Control Measures,” which by reference forms a part of these Special Provisions. TGM may be downloaded by visiting the Ventura County Stormwater Quality Management website at <http://www.vcstormwater.org>.

The SWPPP must be available at the construction site at all times during working hours and shall be made available upon request by a State or City inspector. When the original SWPPP is retained by a crewmember in a construction vehicle and is not currently at the construction site, current copies of the BMPs and map/drawing will be left with the field crew and the original SWPPP shall be made available via a request by radio/telephone.

Contractor shall submit updated certifications and ensure that the SWPPP is amended and certified by a QSD, and that all BMPs required and specified in SWPPP are implemented by a Qualified SWPPP Practitioner (QSP).

A SWPPP shall be submitted with the contract documents at least one week prior to the Pre-Construction Conference for the Engineer's review and shall include the minimum BMPs listed in Table 6 of the TGM as follows:

Table 6 – BMPs at Construction sites less than 1 acre

<b>Minimum Set of BMPs for All Construction Sites</b>	<b>California Stormwater Quality Association Handbook</b>
<b>For Erosion Control</b>	
Scheduling	EC-1
Preservation of Existing Vegetation	EC-2
<b>Sediment Controls</b>	
Silt Fence	SE-1
Sand Bag Barrier	SE-8
Stabilized Construction Site Entrance/Exit	TC-1
<b>Non-Storm Water Management</b>	
Water Conservation Practices	NS-1
Dewatering Operations (Groundwater dewatering only under NPDES Permit No. CAG994004). <sup>1</sup>	NS-2
<b>Waste Management</b>	
Material Delivery and Storage	WM-1
Stockpile Management	WM-3
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Concrete Waste Management	WM-8
Sanitary/Septic Waste Management	WM-9

1002-3 MEASUREMENT AND PAYMENT

The measurement and payment for Stormwater Pollution Prevention Plan will be paid for at the contract lump sum price bid as shown in the Bid Schedule.

The above contract price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary to accomplish the prevention and control of pollutant discharge to stormwater, including good housekeeping practices, containment of waste, control of construction site perimeter, control of any discharge of groundwater or pollutant water, permit requirements, vehicle and equipment management, management of concrete and mortar products, management of asphalt and bituminous products, stockpiles, paint, solvents, solutions, dust control, and the preparation of the SWPPP, complete, as specified in these Special Provisions, and as required by the Federal NPDES for Stormwater Pollution Prevention Program, and as directed by the Engineer. Additionally, any fines from regulatory agencies levied against the City because of the Contractor's actions or inactions in failing to comply with all regulations shall be the responsibility of the Contractor.

## SECTION 1003

**SHORING AND WORKER SAFETY**

(Not a Bid Item)

1003-1 **GENERAL**

This section shall consist of performing all the necessary work for worker safety, including, but not limited to, trenching and shoring, confined spaces, and other appurtenant work.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

1003-2 **TEMPORARY SHORING**

Trenches should be excavated and shored in accordance with Federal (OSHA) and State (CAL-OSHA) standards, project specifications, safe construction practices, and any other local ordinances and building codes, as required. The Contractor shall be responsible for the design and safety of temporary excavations. Temporary excavations shall be monitored for stability during construction and be modified if necessary.

1003-3 **WORKER SAFETY PROTECTION PLAN**

Worker safety protection plan shall consist of a detailed description outlining safety measures required for trench construction, confined space work and other appurtenant work in accordance with applicable provisions of SSPWC Sections 7-10.4, & 306-1.1, the Plans and these Special Provisions.

The right of the Engineer or the City's representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

In the event that any hazardous materials, including but not limited to asbestos, are utilized in construction or hazardous materials are otherwise encountered during construction, the Contractor shall take all appropriate precautions to protect persons and property and shall comply with all applicable regulations for the installation and handling of such hazardous materials. The Contractor is solely responsible for protection of persons and property that could be affected by construction and the Contractor's handling of such materials.

1003-4 **EXCAVATION**

The Contractor shall submit to the City for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches. The plan shall be prepared by a registered Civil or Structural

Engineer. As a part of the plan, a note shall be included stating that the registered Civil or Structural Engineer certifies that the plan complies with the CAL-OSHA construction safety orders, or that the Registered Civil or Structural Engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

In addition, entry into all manholes and all construction excavations shall be governed by current CAL-OSHA requirements for confined space.

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

Withdrawal of shoring members should be incremental as sand-cement slurry backfill level rises in the trench. While maintaining sufficient positive support of the trench sidewalls and protecting workers, any voids that develop between the shoring elements and trench sidewalls should be immediately backfilled with sand-cement slurry.

#### 1003-5 MEASUREMENT AND PAYMENT

This is not a line item.

No separate payment will be made for work performed or for compliance with the requirements outlined in this section, "Shoring and Worker Safety."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefore.

## SECTION 1004

**REHABILITATION (CIPP) OF SEWER PIPE COMPLETE-IN-PLACE**

(Bid Item Nos. 3, 4, and 5)

1004-1 **REHABILITATION OF EXISTING SEWER SYSTEM**A. **DESCRIPTION**

The sewers shall be rehabilitated in accordance with the Plans, the SSPWC (the GREENBOOK), and these Special Provisions. The work under this section shall consist of performing all necessary work to rehabilitate the sewers designated on the Plans with Cured-in-Place Pipe (CIPP). This work is identified as a Specialty Item per Section 3-2 of the SSPWC.

Related construction work not covered in this section but required as part of the rehabilitation work including, but not limited to, temporary sewer bypass, traffic control, removal and reconstruction of existing improvements (curb/gutter, pavement, striping, landscaping and irrigation) dewatering, trenching, trench safety measures, shoring, pavement overlay and slurry seal, and other appurtenant work shall be conducted in accordance with this project's Special Provisions.

The intent of the work under this section involves the trenchless rehabilitation of existing sewer pipelines with a continuous cured-in-place structural liner.

The CIPP liner materials shall be chemical resistant to protect the host pipe against future deterioration of the pipeline and or joint materials due to the sewer environment.

The liner material shall be a seamless, jointless, solid wall material of sufficient length to extend the entire reach (from entry, to end or exit point) to be rehabilitated. No joints or laps will be permitted between manholes.

Prior to ordering materials, the Contractor shall field verify the diameter and length of the existing sewer pipes to be lined.

The Contractor shall utilize existing manholes for access to the sewer. The Contractor may remove the top portion of manholes to facilitate installation of the pipe liner. Any portion of the manhole that is removed must be disposed of and replaced with new components, per City Standard Plate SV 40-100, including the frame and cover, unless otherwise noted. Reconstruction procedures and material for manholes in which components have been removed shall comply with the Standard Specifications and shall be submitted to the City for review and approval. The cost for removal, disposal, and replacement of manhole components and all work and materials incidental thereto shall be included in the appropriate line bid item.

All curing water shall be discharged to the sanitary sewer. The Contractor shall obtain a Wastewater permit from the City's Environmental Compliance Division to discharge the curing water. The curing water must be cooled and tested to comply with the requirements before releasing the flow. All costs for testing shall be included in the Contractor's bid.

**B. TRENCHLESS PIPE LINING SUBMITTALS**

1. Working Knowledge of the Scope of the Project, Submittal: Name of person that inspected the job site and reviewed the CCTV log sheets and videos.
2. Manufacturers Material Certification, Submittal:
  - a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the pipe lining materials proposed.
  - b. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.
3. Product Manufacturer, Submittal: Copy of the manufacturer's literature, material safety data sheets, and installation procedures.
4. Cured-in-Place Material, Submittal:
  - a. Manufacturer's certification and test results that manufactured cured-in-place felt tubes meet the requirements of ASTM F1216-08 and meet the minimum strength requirements of ASTM D5035-95.
  - b. Manufacturer's certification and test results that the vinyl ester resin meets the physical requirements of the GREENBOOK table 500-5.5.2.
  - c. A copy of an infrared spectrum analyses chart for the vinyl ester resin proposed. This will be used to match field sample test results from each installation.
5. Bypass Plan: Bypass plans designed in accordance to Section 1007, "Maintenance of Existing Sewer System" for each reach of lining.
6. Site-Specific Safety Plan, Submittal: Safety plan submittal for each specific lining segment to meet, implement and maintain, as part of Contractor's daily construction project management procedures, and comply with OSHA requirements. Specific information shall be provided to ensure that styrene odors do not affect nearby business operations.

C. SUBMITTALS REQUIRED BEFORE EACH INSTALLATION OF CIPP

1. Cured-in-Place Pipe, Submittal:  
The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner. The curing (hot water or steam) schedule for each sewer liner segment.
2. FTIR scans of the vinyl ester resin will be required as a submittal. Liquid resin samples will be provided as part of the submittal and will be delivered to Ramtech Laboratories in Paramount, CA 562-633-4824 for analysis prior to starting work to confirm its match to that submitted in writing. Liquid resin will be captured from the ends of the wet liners and will be provided to Ramtec Labs in the field. The contractor shall plan for this need and insure resin in excess of full saturation is available at the ends for sampling. The City will determine which runs will be tested and no advanced warning of this testing protocol will be provided.

D. SUBMITTALS REQUIRED AFTER EACH CIPP LINER INSTALLATION

1. A restrained test sample for quality control per specifications.
2. A copy of the wet out log sheet, including the date, and the wet out supervisor's name. This wet out log shall be certified by a registered California Engineer.
3. Material Test Results:
  - a. Material test results from the restrained test samples to verify compliance with the values specified for flexural modulus, flexural strength, and tensile strength in Table 1004-1.
  - b. Material tests results for the infrared spectrum analyses.
  - c. These test results shall be submitted to the Engineer within 30 days after installation.

1004-2 CLEANING, PRELIMINARY INSPECTION, POINT REPAIRS, AND CLOSED CIRCUIT TELEVISION INSPECTION

Cleaning and preliminary inspection shall be performed in accordance with Section 500-3 of the SSPWC. The Contractor is cautioned that corrosion product may dislodge during cleaning. The Contractor shall be aware that the Plans indicate an area where obstructions are present that require repair prior to lining. The Contractor shall complete any necessary internal or external repairs and removal of roots and obstructions not cleared by cleaning as indicated on the Plans or by the Contractor's CCTV inspection and directed by the Engineer. All costs for cleaning and removal of roots and obstructions shall be included in the appropriate liner bid item. All costs for the repair of pipe sections shall be included in the appropriate bid item.

Once cleaning, necessary point repair, removal of roots and obstructions, and preliminary inspection of the sewer have been completed and after the flow bypass is set up, the Contractor shall perform CCTV inspection and submit video tapes to the City for review to ensure that the sewer is ready to be lined and to verify the number and location of all the existing connections. Section 500-3.4 of the SSPWC specifies minimum guidelines for the CCTV inspection work to be performed. CCTV inspection shall be performed utilizing a rotating camera system. CCTV inspection shall also be performed after the sewer is lined and existing connections have been re-established and in a dry flow condition. The Contractor shall submit CCTV inspection videotapes of post liner installation within five (5) working days of completing pre and post liner segment installation.

#### 1004-3 CURED-IN PLACE PIPE (CIPP) LINER

The CIPP lining system shall be in conformance with Section 500-5.5 of the SSPWC, except as modified herein. The Contractor must use a vinyl ester resin system for the lining.

The CIPP liner shall have, as a minimum, the initial structural property values as listed under Section 500-5.5 of the SSPWC except as modified herein. The structural property values in Table 1004-1 shall be used for the quality assurance testing. The Contractor shall also submit manufacturer's certified Fourier Transform Infrared Spectroscopic (FT-IR) scans of the proposed resin system along with the CIPP liner submittal.

#### A. DESIGN OF CIPP LINING SYSTEM

1. The Contractor shall field verify the pipe diameter and lengths between manholes prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.
2. The CIPP resin shall be vinyl ester resin compatible with municipal sanitary sewage environments. The cured composite CIPP, including tube, resin, and catalyst, shall be corrosion resistant as specified in SSPWC Part 5, ASTM F 1216 and ASTM D 5813.
3. The minimum thickness of the CIPP was determined with the assumption that the existing sewer pipe is a "Fully Deteriorated" pipe, in accordance with the ASTM F 1216, Appendix X1 using the design parameters and physical properties listed below in Table 1004-1. The thickness of the CIPP shall not be less than Table 1004-2.

<b>TABLE 1004-1 TEST PROPERTIES / DESIGN CRITERIA</b>			
	Test Property	Test Value	Test Method
a.	Initial Flexural Modulus (Minimum)	250,000 psi	ASTM D790
b.	Initial Flexural Strength (Minimum)	4,500 psi	ASTM D790
c.	Tensile Strength (Minimum)	3,000 psi	ASTM D638
	Design Criteria	Design Value	
a.	Safety Factor	2	
b.	Ovality	3.0%	
c.	Ground Water Depth	10 ft. Below Grade	
d.	Soil Density (Sch. I/II/III)	125 pcf	
e.	Soil Modulus (E')	1500 psi	
f.	Traffic Loads	AASHTO HS-20	

4. The minimum finished average liner thickness is listed in Table 1004-2.

<b>TABLE 1004-2</b>			
<b>Upstream MH</b>	<b>Downstream MH</b>	<b>Pipe Size (in)</b>	<b>Minimum Liner Thickness (mm)</b>
L9-143	L9-142	24	10.5
L9-144	L9-143	24	10.5
L9-170	L9-144	24	10.5
L9-145	L9-170	24	10.5
L9-171	L9-145	24	10.5
L9-146	L9-171	24	10.5
L9-147	L9-146	24	10.5
L9-172	L9-147	24	10.5
L9-148	L9-172	24	10.5
L10-114	L9-148	24	12.0
L10-115	L10-114	24	12.0
L10-116	L10-115	24	12.0
L10-117	L10-116	24	12.0
L10-118	L10-117	24	12.0
L10-120	L10-118	24	13.5
L10-131	L10-120	24	13.5
L10-130	L10-131	20	12.0
L10-112	L10-130	20	12.0
L10-141	L10-131	20	12.0

5. CIPP designs shall use a minimum of 10% extra resin or a pre-liner to compensate for resin migration seal factor to fill joints, cracked or deteriorated pipelines unless a higher percentage is required by the manufacturer or host pipe condition to maintain the minimum wall thickness specified in Table 1004-2.

## B. TESTING

The Contractor shall collect compliance samples in accordance with Section 500-5.5 of the Standard Specifications, except as modified herein. The factory test results for each batch of resin shall be submitted to the Engineer before installation.

Quality control testing of the installed CIPP liner is required for this project.

1. Flat plate samples shall be processed and tested. For pipe diameters 18 inches and less, restrained sample may be utilized. The CIPP physical properties shall be tested in accordance with ASTM F 1216 Sections 8.1.1 or 8.1.2. A minimum of one sample shall be taken for each pipe liner installed. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.
2. The compliance samples and signed Chain-of-Custody Form shall be turned over to the independent testing laboratory in the field at the time the samples are collected. The transfer of samples shall take place in the presence of the City's construction inspector. The Contractor shall send a letter to the approved independent testing laboratory authorizing and requiring the laboratory to release the preliminary and final test results of the compliance samples directly to the City as each individual test is completed. The Contractor shall submit this letter to the City for approval prior to sending it to the laboratory.
3. The Contractor shall submit each sample to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre-construction conference to verify that a vinyl ester resin was installed. The lining operation may be suspended if the preliminary and final compliance test results of lining are not submitted to the City within five (5) and fifteen (15) working days respectively, of the sample being taken or if the preliminary or final test results fail to meet the specified requirements. The Contract time shall continue during any suspension period caused by late submittal or failure of compliance test results and progress payments may be withheld. All costs for this testing shall be paid for by the Contractor and included in the bid price. Contractor shall utilize a testing lab approved by the Engineer and samples used for testing shall be the same samples taken from sections 1 and 2 of the same specification section.

4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the Standard Specifications Section 500-5.5.2.
5. The nominal wall thickness shall be at least the calculated design thickness, or the minimum specified in Table 1004-2. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness and may be up to 15% greater.

All costs for the above testing shall be paid for by the Contractor and included in the bid price.

The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with Section 500-5.5.8 of the SSPWC.

#### C. INSTALLATION

The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe. The calculations for the quantity of resin required shall be submitted and approved by the Engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or holdback mechanism or other approved means to prevent the felt tube from extending into downstream pipes, which are not to be rehabilitated.

#### D. CURING

The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water or steam supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The Contractor shall submit a curing schedule developed for the CIPP systems prior to the liner installation. Contractor shall perform continuous monitoring of styrene levels during CIPP lining process and conform to State regulations.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the CIPP resin manufacturer's instructions.

The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber-felt liner.

The cured liner shall have a smooth finish (inside). Sanding or trimming the "fins" or folds shall remove any roughness over 5% of the inside diameter not to exceed 1/2 inch that may affect the hydraulic conditions. The Contractor may either install a spot repair compatible with the material to areas where sanding has damaged the liner or re-line from maintenance hole to maintenance hole as approved by the Engineer.

E. HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner should be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures.

F. END CUTS AND SEALS

After installation, the ends of the liner shall be cut off in the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches, and shall be sealed in accordance with SSPWC Section 500-6, end seals.

If the maintenance hole has been lined through, the top half of the liner pipe shall be cut off even with the top of the shelf leaving the channel lined.

1004-4 MISCELLANEOUS

A. SERVICE CONNECTIONS

Contractor shall pay all costs required to perform service connections, point repairs or excavation made for the service connections, which are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the pre-lining videotape shall not be opened unless specifically directed by the Engineer in the special provisions.

The service opening shall be reinstated from a minimum of 90 percent to a maximum of 105 percent of the original service connection. The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing service connection.

All final lateral cuts shall be finished off with a wire brush to remove all chips, strings, and curlicues to provide a smooth opening.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The City may impose liquidated damages if not complied with by the Contractor.

Contractor shall apply additional grout to existing abandoned (plugged) laterals to fill the void to the finish surface of the host pipe prior to CIPP installation, to be applied from the inside of the sewer line, to provide a continuous surface for the CIPP liner.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the Contractor's expense using a manufacturer certified service connection sealing method approved by Engineer.

If the end of the liner in the maintenance hole shrinks back inside the pipe during the warranty period, the pipeline shall be re-televised by the Contractor. Contractor shall repair any service lateral connections that have slipped or are offset by a method that is approved by the City of Simi Valley. No extra compensation shall be paid for this.

**B. SANITATION FACILITIES**

A clean portable unisex sanitation facility with a light shall be provided at each of the TV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

**C. REMOVAL OF DELAMINATING AC PIPE**

Contractor shall provide and furnish all labor, materials, tools, equipment, transportation, and incidentals for doing all work necessary to remove the delaminating pipe wall where it will prohibit the proper installation of the CIPP liner. This shall include pipe cleaning, material removal, and disposal, bypass, and traffic control at the locations shown on the plans.

Contractor shall remove delaminating wall flush with the sewer pipe wall. Contractor shall submit a videotape inspection and obtain City approval for the work performed prior to the pipe lining operation.

Asbestos containing pipe is considered a hazardous material. It shall be handled and disposed of per CAL-OSHA and EPA requirements. This includes keeping all asbestos containing material damp during removal, and placing all asbestos containing materials in plastic and disposing of it in a landfill that accepts asbestos-containing material. Contractor shall comply will all Federal and State requirements for disposal of materials.

**D. MANHOLE STEP REMOVAL**

Contractor shall provide and furnish all labor, materials, tools, equipment, transportation, and incidentals for doing all work necessary to remove all manhole steps from all manholes utilized to perform work for this project. Contractor shall cut the steps flush with the manhole wall. All steps shall be collected and disposed of by the Contractor and not left in the sewer system.

The City may impose liquidated damages if not complied with by the Contractor.

**E. MANHOLE COVER AND FRAME REPLACEMENT**

Contractor shall provide and furnish all labor, materials, tools, equipment, transportation, and incidentals for doing all work necessary to remove and properly dispose of existing manhole covers and frames and install new "standard" manhole covers and frames per SV40-100 and SV40-130, where shown on the plans.

**1004-5 WARRANTY**

The Contractor shall ensure that the sewer pipe lining manufacturer and installer shall warrant to the City in writing, prior to installation, that the installation, fabrics, and resins to be free of defects in workmanship and material for a period of one year.

The Engineer, while not acting as quality control agent for the Contractor, shall be allowed to view and document any portion of this contract, including but not limited to verifying type and quantities of resin used at any point during this work.

**1004-6 MEASUREMENT AND PAYMENT**

The measurement and payment for the Rehabilitation (CIPP) of Sewer Pipe complete-in-place will be made at the contract unit price per linear foot, as shown in the Bid Schedule and the manhole cover and frame replacement will be made at the contract unit price per each, as shown in the bid schedule. The contract price and payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all work involved and necessary for the installation of the cured-in-place pipe liner and manhole cover and frame replacement, complete-in-place, including but not limited to reconnection of existing laterals, manhole step removal, earthwork, excavation, dewatering, aggregate base, fill, trench backfill and compaction, asphalt concrete paving and resurfacing (overlay), striping, subgrade preparation, surface preparation, cleaning, CCTV inspection, removal of delaminating AC pipe, protection and restoration of existing public and private utilities, control of surface and subsurface waters, removal and disposal of asphalt concrete, and extraneous and surplus excavated materials, infiltration mitigation including grouting, installing a temporary sewer bypass plug, installing a pre-liner, mineral deposits removal including mechanical cleaning, pneumatic or electric chipping, and all other features and work as necessary to complete this work, as specified in the SSPWC and these Special Provisions, as shown on the plans, and as directed by the Engineer.

## SECTION 1005

**TRAFFIC CONTROL, CONSTRUCTION SIGNING  
AND TRAFFIC MAINTENANCE**

(Bid Item No. 6)

1005-1 GENERAL

Traffic control and traffic maintenance shall consist of all traffic control involved in the Contractor's operations as required by these Specifications. Contractor is required to submit traffic control plans for approval by the Engineer prior to the start of work per Section 706-2. Traffic control shall be in accordance with the most recent version of the California Manual on Uniform Traffic Control Devices (MUTCD) and "Standard Plans" and the SSS Subsections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices." Nothing in these Specifications shall be construed as relieving the Contractor from his/her responsibility as provided in the SSS Subsection 7-1.09. All measurement and payment clauses of the SSS are hereby deleted and modified herein.

1005-2 TRAFFIC REQUIREMENTS

The following provisions shall apply unless otherwise directed by the Engineer:

1. At least one lane shall be maintained in all directions during the duration of the project. Scheduled night work shall be performed between the hours of 8:30 p.m. to 6:00 a.m.
2. Provide flaggers where one lane is used for two directions of traffic. At night, flagger stations shall be illuminated such that the flagger will be clearly visible to approaching traffic. Nighttime work shall utilize approved reflective or illuminated traffic control devices.
3. Other street signing and traffic control devices required by the "Manual of Uniform Traffic Control Devices with California Supplement (Latest edition)" and/or directed by the Engineer shall be installed and maintained by the Contractor.
4. Access to private property shall be maintained to the greatest extent practicable. The Contractor shall minimize the time period that driveways will be closed, and shall minimize inconvenience to the driveway users. Impacted parties shall be notified prior to the work per Section 701-3 of these Specifications.

1005-3 TRAFFIC CONTROL DEVICES

Traffic signing shall consist of furnishing, installing, maintaining, and removing construction signs, barricades, and arrow boards in accordance with the most recent version of the California MUTCD and Standard Plans as shown in construction drawings. The traffic control system shall be installed prior to starting work at each location and shall not be removed until all work has been completed. The Contractor shall post and maintain all necessary signs and flaggers.

Contractor shall furnish, erect, maintain, and remove traffic control devices including fences and barriers, when and where it may be necessary to do so, in order to give adequate warning to the public of conditions resulting from the Contractor's operations and to guide traffic through or around the construction area. If the Contractor's operations interfere with existing traffic, and regulatory measures and traffic control devices are not adequate to safely control traffic, or if the nature of the work requires additional control, the Contractor shall provide experienced flaggers to perform the function of traffic control.

If in the opinion of the Engineer, the Contractor fails to adequately control the flow of traffic, the City Police will be engaged to safely direct the vehicular traffic. Such added cost will be at the expense of the Contractor and will be deducted from the Contractor's progress payments.

#### 1005-4 TRAFFIC MAINTENANCE

Contractor shall develop a traffic control plan (TCP) and submit it to the Engineer for approval prior to start of construction. The TCP shall show the locations of all traffic control devices, address the movement of traffic, especially in intersections, and include the flashing of traffic signals in red by City inspection staff when work is required in intersection areas. Standard traffic control drawings from the California MUTCD or Standard Plans may be substituted for engineered plans for typical locations and shall include written details regarding the street segment affected and the hours of operation. Engineered traffic control plans shall be required for unusual locations/conditions/circumstances as directed by the Engineer. At least one lane of traffic in each direction shall be maintained.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas, and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties. A flagger must be provided if required by the Engineer during the construction to provide safer traffic control.

Throughout the life of the project, safe, unobstructed, and adequate pedestrian and vehicular access shall be continuously provided and maintained to fire hydrants, and all affected property and all affected intersecting streets and driveways, unless otherwise approved in advance on a specific location basis by the Engineer. Care must be taken to comply with access requirements, for those access points that serve as the sole access to one or more properties.

Where non-motorized (pedestrian, equestrian, or bicycle) facilities exist, they shall be maintained in passable condition or other facilities shall be provided. Passage between facilities at intersections shall likewise be provided.

The Contractor's equipment, and personal vehicles of the Contractor's employees, shall not be parked on the traveled way or on any section where traffic is restricted at any time.

Contractor shall cooperate with the Engineer in locating all traffic control devices required. If the Contractor fails to promptly provide traffic control devices as required

under this Section, the City may, at its option, so provide them at the Contractor's expense. The City may deduct the cost of such work from any money due the Contractor.

#### 1005-5 PUBLIC RELATIONS AND ACCESS

It is imperative that access to each driveway during construction is maintained per these Specifications. The Contractor shall conduct his/her operations so as to minimize inconvenience to the public vehicular traffic. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

Project construction shall facilitate safe and efficient traffic flow, and minimize the inconvenience to the public. In an effort to meet this objective, the construction operations throughout the length of this project, unless otherwise approved in writing by the Engineer, shall be as shown on the traffic control plans.

#### 1005-6 ACCESS TO LOCAL RESIDENCES AND BUSINESSES

Access to adjacent streets and driveways must be considered and respected at all times. Steps to accommodate the ingress and egress to these adjacent properties must be implemented. The required traffic control plan shall incorporate provisions or steps for the accommodation of the access needs. During construction, a minimum of one 10-foot lane shall be provided.

Contractor shall conduct his/her operations so as to minimize inconvenience to traffic and parking. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

#### 1005-7 MEASUREMENT AND PAYMENT

Measurement and payment for Traffic Control, Construction Signs, and Traffic Maintenance, including special traffic advisory signs, complete in place, will be paid at the contract lump sum price bid as shown in the Bid Schedule.

The above price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary for traffic control, and traffic control maintenance, complete in place, including preparation of traffic control plans, notices, signs, barricades, delineators, sign relocations and maintenance, flaggers, and auxiliary police services, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

## SECTION 1006

**HEAVY CLEANING AND MATERIAL DISPOSAL**

(Bid Item Nos. 7 and 8)

1006-1 **DESCRIPTION**

Cleaning of the sewer lines shall be done in accordance with the Plans, the "SSPWC (the GREENBOOK), and these Special Provisions. The work under this section shall consist of performing all necessary work to clean the sewers designated on the Plans that contain heavy debris and possibly large rocks and other accumulated items. Contractor shall dispose of the solids or semi-solids resulting from the cleaning operation.

Related work not covered in this section, but required as part of the cleaning work include, but not limited to, temporary sewer bypass, jobsite safety, and other appurtenant work in accordance with this project's Special Provisions.

1006-2 **PROTECTION OF EXISTING FACILITIES**

The Contractor shall ensure that the cleaning equipment does not damage or cause flooding of public or private property. Care shall be exercised to prevent pipe damage.

1006-3 **HEAVY CLEANING**

Heavy cleaning of the sewer segments shall be performed while the sewer segment is being bypassed. Either mechanical or hydraulic equipment may be used to clean and operation shall conform to Section 500-3 of the SSPWC. Recycled water is available at the City of Simi Valley WQCP (600 West Los Angeles Avenue), free of charge, in lieu of purchasing potable water from the City.

All sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed. If personnel are required to enter the manhole, confined space entry requirements and procedures shall be followed to ensure job site safety.

1006-4 **MATERIAL DISPOSAL**

All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a suitable sanitary landfill site as defined by Titles 22 and 23 of the California Administrative Code. All materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris at the work site beyond a single workday. The contractor may have a roll-off container delivered to the City of Simi Valley WQCP (600 West Los Angeles Avenue) to store the debris prior to landfill disposal. City staff will coordinate location of container at the pre-construction meeting.

**1006-5 MEASUREMENT AND PAYMENT FOR HEAVY CLEANING**

The measurement and payment for the Heavy Cleaning will be made at the contract unit price per hour, as shown in the Proposed Schedule of Work and Prices. The contract price and payment shall be considered full compensation for furnishing all labor, materials, tools, equipment (Hydojet truck, Mechanical Bucket Cleaning truck, CCTV truck, Vacuum truck, etc.), transportation, and incidentals and for doing all work involved and necessary for the heavy cleaning of the sewer line, per hour, and all other features and work as necessary to complete the heavy cleaning, as specified in the SSPWC and these Special Provisions, as shown on the plans, and as directed by the Engineer.

**1006-6 MEASUREMENT AND PAYMENT FOR MATERIAL DISPOSAL**

The measurement and payment for the Material Disposal will be made at the contract unit price per yard, as shown in the Proposed Schedule of Work and Prices. The contract price and payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, disposal fees, delivery charges, transportation, and incidentals and for doing all work involved and necessary for the disposal of material removed from the sewer line, per yard, and all other features and work as necessary to complete the material disposal including asbestos pipe disposal, as specified in the SSPWC and these Special Provisions, as shown on the plans, and as directed by the Engineer.

## SECTION 1007

**MAINTENANCE OF EXISTING SEWER SYSTEM**

(Bid Item No. 9)

1007-1 GENERAL

This work shall consist of all operations necessary for the maintenance of the existing Sanitation Sewer System during rehabilitation of the existing sewer system, but not limited to, sewer main, sewer laterals, manhole safety measures, equipment, bypass pumps, emergency spill response, tools, transportation and incidentals, and other appurtenant work necessary to accomplish the maintenance of existing sewer system.

1007-2 SUBMITTALS

The Contractor shall submit a sewer bypass plan, an emergency spill response/prevention plan, and a schedule to the City for approval prior to the start of the project.

1007-3 BYPASS SEWER EQUIPMENT

The Contractor shall be responsible to maintain sewer service for all sewer pipelines and residential/business laterals affected by the sewer line rehabilitation. Bypass sewer equipment shall provide and maintain adequate removal and bypass of sewage from the existing sewer main, and sewer laterals affected by this project. This consists of the sewer systems within the streets, construction site, and any adjacent affected private property for the entire duration of the construction. Contractor shall provide silent engine compartment with the bypass pump and/or generator to reduce the engine/machine noise as required to meet local standards. Contractor shall consider the use of an electric bypass pump provided electricity is available from SCE as an effort to minimize equipment noise and diesel exhaust emissions complaints. At no time during the progress of work shall the bypass equipment and monitoring system be modified without the directions and approval from the pumping subcontractor.

1007-4 FLOW BYPASS

The Contractor shall bypass the flow in accordance with Section 500-4.3 of the Standard Specifications. The Contractor shall be responsible for installing, continuously monitoring, maintaining and operating bypass equipment at all times during the project. Sewer bypass shall be installed and maintained so as not to block intersections or driveways. Prior to setting up any flow bypass, the Contractor shall submit, within three (3) weeks upon issuance of the Notice of Award, a detailed flow bypass plan and an emergency spill response plan to the City for each bypass setup for review prior to approval. Each bypass setup must be tested to insure all pumps; connections, power, and monitoring systems are operating properly. The test shall be conducted after the telemetry system is programmed to verify alarm callouts. Successful test shall be conducted 24 hours prior to bypass system startup. All costs for flow bypass pumping for the entire project shall be included in the maintenance of sewer system bid item. The Contractor shall be responsible for ensuring the availability of power to operate the

flow bypassing pumps and equipment and appropriate lighting for their personnel for night work. The Contractor shall provide an approved sound proofing system around the bypass pumps and/or generators to minimize the impact of noise to the local residents and businesses. This shall involve constructing a temporary structure, with sound proofing material, around the bypass pumps, generators, compressors, and boiler truck that will muffle the noise from these units to a maximum level of 59 decibels measured twenty-three (23) feet away. The Contractor shall submit the sound proofing system for approval.

Unless shown otherwise on the Plans, a shallow trench will be required if the Contractor's bypass pipes are placed across any Street and driveways. The trenches shall be covered with recessed steel plates. Ramping plate edges will not be allowed. Plates must be adequate for heavy traffic load and welded together, and secured to the street.

#### 1007-5 BYPASS PUMPING SUBCONTRACTOR

Contractor shall use an experienced, qualified, and equipped flow bypass pumping subcontractor who shall be responsible for implementing the flow-bypassing plan and operating the flow bypass pumping systems required for the work during the entire time bypass is required. The flow bypass pumping subcontractor shall have at least five (5) years' experience installing and operating flow bypass pumping operations of similar magnitude and shall have completed a minimum of three (3) verifiable projects in Southern California within the last three (3) years where the bypassed flows were 10 cfs or greater. The Contractor shall submit the specialty subcontractor information for approval with the sewer bypass plan. The submittal shall include at a minimum the name, qualifications and experience of the flow bypass-pumping subcontractor.

#### 1007-6 FLOW BYPASS AND EMERGENCY RESPONSE PLAN

The plan shall include but not be limited to the following:

1. Staging areas for all bypass pumps and equipment.
2. Sewer plugging method and types of plugs.
3. Size and location of manholes or access points for suction and discharge piping.
4. Size of pipeline to be bypassed.
5. Number, size, material, location, and method of installation of suction piping. Suction piping shall be steel pipe. Hoses or flexible piping will not be allowed on the suction side of the bypass system.
6. Number, size, material, location, and method of installation of discharge piping.
7. Bypass pump sizes, pump curves, capacity, and number of each size to be on site and power/fuel requirements.
8. Calculations of static lift, friction losses, and flow velocity used in the sizing of the bypass pumps.
9. Standby power generator.

10. Sections showing suction and discharge pipe depth.
11. Method of noise control for each pump and/or generator.
12. Any temporary pipe supports and anchoring requirements.
13. Depth of floats in the suction manhole.

The Contractor shall identify the low manholes in the local sewer system and the City's sewer system on the bypass plan and continuously monitor flow levels to ensure that there is no sewage spill. The Contractor shall also identify the specific location of all storm drains and catch basins near the project for each bypass setup and include measures to prevent any spill entering them by the use of plastic sheeting and sandbags. All spills shall be completely recovered and the spill area shall be washed down with potable water and all wash down water shall be completely recovered. The Contractor shall furnish calculations to show that the pumps, suction, and discharge piping have been adequately sized to handle the anticipated flows and other information as may be required for the complete understanding of the flow-bypassing plan to the City. Such submittals shall not relieve the Contractor of the responsibility for the adequacy of the flow-bypassing plan or for furnishing all equipment, labor, and materials necessary for performing the various parts of the work. The bypass system must be sized to handle 120% of the expected flow and must be setup with 100% redundancy for pump capacity and power. If during the progress of the work, it is determined by the City that the flow bypassing system is inadequate or that the Contractor's plan is inoperative, the Contractor shall, at his expense, furnish, install, and operate such additional flow bypassing equipment and make such changes in other features of the plan or operation as may be necessary to perform work in a manner satisfactory to the City.

The Contractor shall notify the City's Acting Deputy Public Works Director (Sanitation), Mr. Frank Hernandez, at (805) 583-6455, a minimum of two (2) working days in advance of any flow bypass. Unless otherwise specified or allowed by the Engineer, flow bypass shall be restricted to Monday through Friday only. The Contractor shall restore sewage flow to normal operating condition on Friday by 5:00 p.m., unless otherwise allowed by the Engineer. When directed by the Engineer, the Contractor may be required to remove plug(s) or other flow control equipment and restore flow on short notice. The Contractor shall not begin any flow bypass without a five (5) day clear weather forecast. In the event the Contractor is delayed due to the forecast of adverse weather, the Contractor will not be entitled to additional compensation due to such delays, but may be entitled to time extensions as determined by the Engineer.

The standby pump(s) shall be plumbed and ready for operation in case of failure of the duty pump(s). In addition, Contractor shall provide 24-hour monitoring of the sewage bypass system in the event of equipment failure. The 24-hour monitoring shall be either by personnel being on-site at all times to verify that bypass system is in operation, or by a remote alarm telemetry system approved by the City. If a remote alarm telemetry system is used, the City Standby Callout number and the pumping subcontractor's number shall be programmed for all emergency spill response.

The Contractor shall provide a minimum of two (2) days training to the City Sanitation staff on the operation of the bypass pumping equipment. The Engineer shall approve the time of training. The purpose of the training is in case there are any problems and the Contractor cannot be reached, City staff can respond and know how to operate the bypass system until the Contractor arrives.

1007-7 MEASUREMENT AND PAYMENT

Measurement and payment for Maintenance of Existing Sewer System – Temporary Bypass Pumps and Piping System, complete-in-place, will be made at the contract lump sum price bid as shown in the Bid Schedule.

The above price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary for maintenance of existing sewer main and sewer laterals, complete-in-place, including all cost for set-up, breakdown and maintenance of flow bypass pumping system and the cost for trenching across required streets, and repairing and repaving the streets after the bypass equipment is removed, including all subcontracted work, as specified in the aforementioned references, in the SSPWC and these Special Provisions, and as directed by the Engineer.

## SECTION 1008

**TERMINATION OF LIABILITY**

(Bid Item No. 10)

1008-1 GENERAL

Prior to receiving final payment, the Contractor shall execute the "Release on Contract" and "Contractor's Affidavit of Payment" forms (included in Appendix "B" of these Specifications) which shall operate as, and shall be a release to the City, the City Council, and each member of the City Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in the SSPWC Subsection 7-3, "Payment," and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

1008-2 PAYMENT

A payment of \$1.00 will be made to the Contractor for executing this document.

**LIST OF APPENDICES**

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# **APPENDIX A**

Notices to Property Owners/Business Owners/Residents

**NOTICE TO PROPERTY OWNERS/BUSINESS OWNERS/RESIDENTS**

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

In approximately four days, \_\_\_\_\_, a Contractor for the City of Simi Valley, Department of Public Works, will be constructing the Royal Avenue (Pride to Erringer) Sewer Line Rehabilitation Project, CP70200010.

To accomplish this construction, it will be necessary to partially close your street on the days the work is in progress. The Contractor will post temporary "No Parking" signs at least two working days in advance of starting this work. Unfortunately, it will be necessary to prohibit parking in certain areas between 7:00 a.m. and 4:00 p.m. In case of inclement weather, it may be necessary to reschedule the Contractor's operation.

During this construction, we request your cooperation in parking your automobile(s) in a location(s) away from the actual construction zone or on other nearby street(s) not under construction. We also request that children refrain from playing in or around the construction zones for their safety.

We regret any inconvenience this work may cause, and we thank you in advance for your cooperation and understanding in assisting us in improving your neighborhood in the most efficient way possible.

Should you have any questions regarding the project, please call:

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

Telephone: \_\_\_\_\_

City Contact: Jay Lukiewski  
Senior Engineer/Sanitation  
Department of Public Works  
(805) 583-6898

## **APPENDIX B**

Release on Contract  
and  
Contractor's Affidavit of Payment

**RELEASE ON CONTRACT**

PROJECT NAME: Royal Avenue (Pride to Erringer) Sewer Line Rehabilitation Project, CP70200010

SPECIFICATION NO.: SV 20-05

WHEREAS, by the terms of the Contract dated \_\_\_\_\_, entered into by the City of Simi Valley and the undersigned, the Contractor agreed to perform certain work for the compensation specified in said Contract; and

WHEREAS, the Contractor represents that said work is fully completed and that final payment is due to the Contractor under terms of said Contract,

NOW, THEREFORE, in consideration of the promises and the payment by the City of Simi Valley to the Contractor of the amount due under the Contract, to wit, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_), and the additional consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged by the Contractor, the Contractor hereby releases and forever discharges the City of Simi Valley of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims, and causes of action, in law and in equity, under or by virtue of said Contract, except as follows (if none, leave blank): \_\_\_\_\_

\_\_\_\_\_.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).*

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF PAYMENT**

PROJECT NAME: Royal Avenue (Pride to Erringer) Sewer Line Rehabilitation Project,  
CP70200010

SPECIFICATION NO.: SV 20-05

DATE: \_\_\_\_\_

The undersigned hereby certifies that all workers, and persons employed, all firms supplying materials, and all subcontractors working on the above named project have been paid in full, and there are no bills, invoices, or obligations outstanding against the project for either labor, materials, or equipment furnished except for the following disputed claims for which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure: (If none, leave blank) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).*

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

By: \_\_\_\_\_  
Signature of Authorized Representative

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

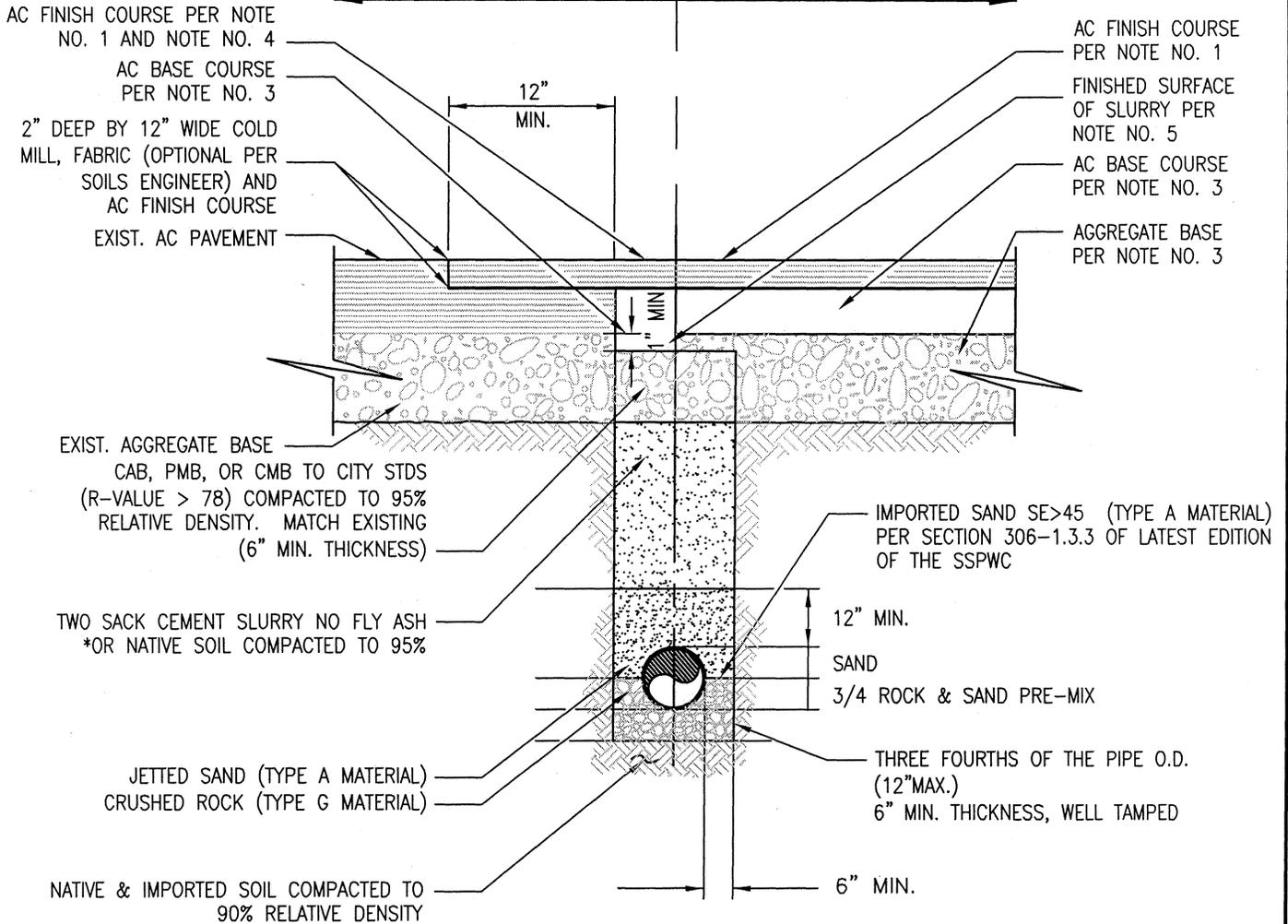
By: \_\_\_\_\_  
Signature of Authorized Representative

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

# **APPENDIX C**

City of Simi Valley  
Sanitation Standard Plates

EXISTING STREET | PROPOSED STREET



NOT TO SCALE

SEE PAGE 2 FOR NOTES

REV 11/30/15

APPROVED:  
  
 DIRECTOR OF PUBLIC WORKS  
 6/21/16  
 DATE

**CITY OF  
 SIMI VALLEY**  
 DEPARTMENT OF PUBLIC WORKS

SEWER PIPE TRENCH BACKFILL  
 & PAVEMENT DETAIL

STANDARD PLAN NO.  
 SV 40-30  
 SHEET 1 OF 2

**CONSTRUCTION NOTES:**

**PAVING:**

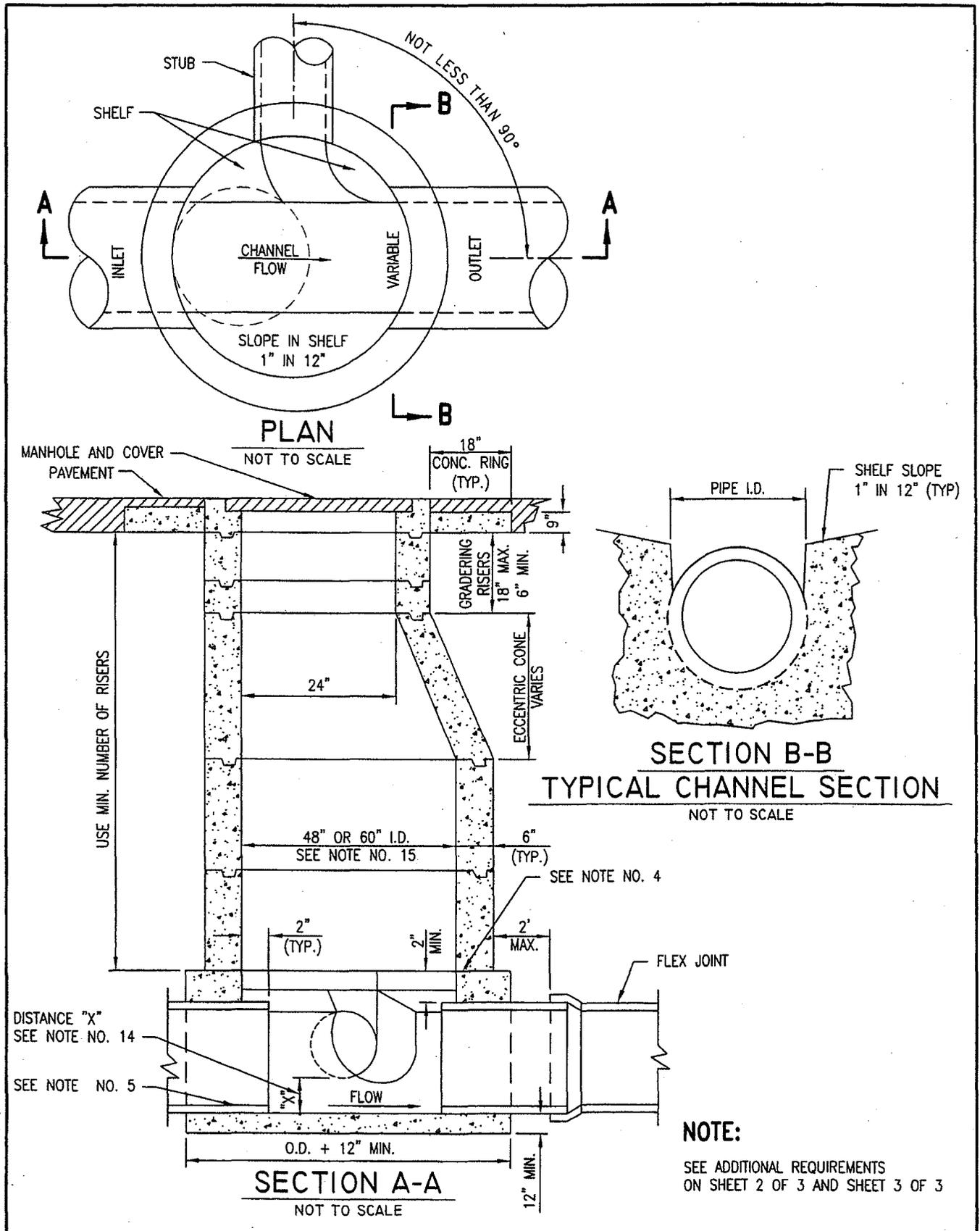
1. FINAL A.C. FINISH COURSE (CAP) SHALL BE A MINIMUM OF 2 INCH THICK.
2. COMPACTION TESTING IS REQUIRED FOR ALL NATIVE/IMPORTED SOILS.
- \*3. EXISTING A.C. BASE COURSE THICKNESS SHALL BE 1 INCH MORE THAN EXISTING THICKNESS.
4. ASPHALT CONCRETE (A.C.) BASE COURSE SHALL BE TYPE B-PG 70-10. ASPHALT CONCRETE FINISH COURSE SHALL BE TYPE C2-PG 64-10, OR ASPHALT RUBBER HOT MIX PG 64-16.
5. FINISHED SURFACE OF SLURRY TO BE 1 INCH BELOW EXISTING A.C. IF NATIVE SOIL, USE EXISTING PAVEMENT SECTION.

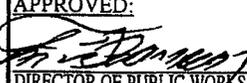
**SEWER:**

6. TYPE G MATERIAL CORRESPONDS TO SSPWC TABLE 200-1.2 A 3/4 INCH.
7. THIS STANDARD PLAN IS ONLY APPLICABLE FOR THE FOLLOWING CONDITIONS:
  - TRENCH WIDTHS UNDER 40 INCHES (SEE STANDARD PLAN SV 40-20),
  - PIPES UP TO AND INCLUDING 15 INCHES IN DIAMETER,
  - APPROVED PIPE MATERIALS,
  - DEPTHS OF COVER SHALL NOT EXCEED 30 FEET.
8. CONDITIONS OTHER THAN THE ABOVE MENTIONED REQUIRE SPECIAL APPROVAL.
9. STANDARD DEPTH OF COVER IS 7 FEET. COVER DEPTHS LESS THAN 7 FEET REQUIRE SPECIFIC DETAIL AND APPROVAL AS DETERMINED BY THE CITY.
10. SEE SECTIONS 3.6 AND 3.7 SEWER STANDARDS AND CITY OF SIMI VALLEY STANDARD PLAN SV 40-20 FOR PIPE TRENCH MATERIAL AND DETAILS.
11. HAND SHAPE BEDDING FOR PIPE CURVATURE.
12. BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 306.1.3 OF LATEST EDITION OF THE SSPWC.

REV 11/30/15

APPROVED:  DIRECTOR OF PUBLIC WORKS 6/21/16 DATE	<b>CITY OF SIMI VALLEY</b> DEPARTMENT OF PUBLIC WORKS	SEWER PIPE TRENCH BACKFILL & PAVEMENT DETAIL	STANDARD PLAN NO. SV 40-30 SHEET 2 OF 2
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APPROVED:  
  
 DIRECTOR OF PUBLIC WORKS  
 08/21/06  
 DATE

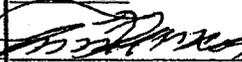
CITY OF  
 SIMI VALLEY  
 DEPARTMENT OF PUBLIC WORKS

STANDARD 4' & 5' DIAMETER  
 PRECAST MANHOLE

STANDARD PLAN NO.  
 SV 40-100  
 SHEET 1 OF 3

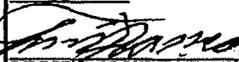
**NOTES:**

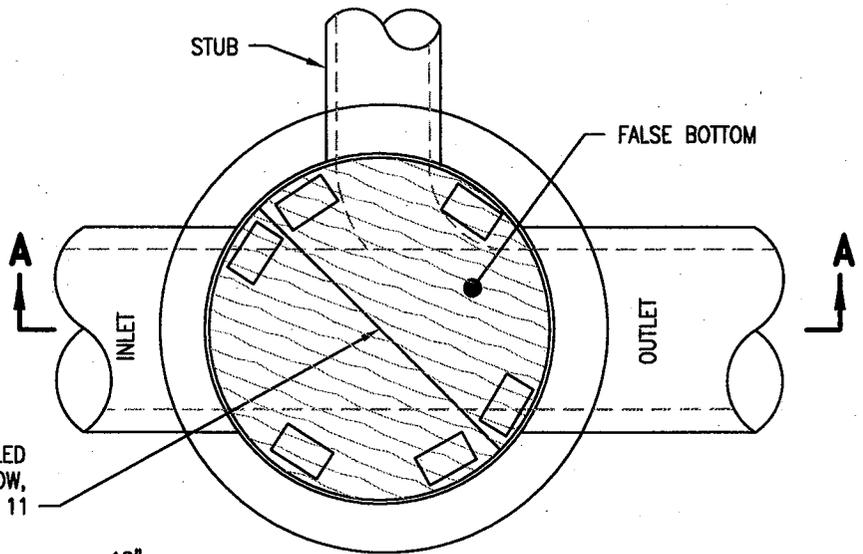
1. EXCEPT AS NOTED HEREON, THE PRECAST UNITS SHALL BE REINFORCED CONCRETE UNITS MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C-478 HAVING A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
2. RISER SECTIONS SHALL BE REINFORCED CONCRETE UNITS IN ACCORDANCE ASTM C-478. MINIMUM THICKNESS SHALL BE 6 INCHES.
3. PRECAST COMPONENTS SHALL HAVE A MINIMUM OF 2 INCHES OF COVER OVER THE REINFORCING STEEL ON THE INSIDE FACE.
4. CONCRETE FOR THE MANHOLE BASE SHALL BE CLASS 560-C-3250 PER SECTION 201-1.1.2 OF THE SSPWC. BASE SHALL BE POURED IN ONE OPERATION TO A POINT 2 INCHES ABOVE THE INLET AND OUTLET PIPES. USE A METAL FORMING RING AT THE TOP OF THE VASE TO CREATE A TONGUE AND GROOVE JOINT THAT WILL ACCOMMODATE THE FIRST PRECAST SECTION.
5. INSTALL AN APPROVED TIGHT FITTING RUBBER RING AROUND PIPE FOR USE AS A WATERSTOP (TYPICAL).
6. JOINTS SHALL BE TONGUE AND GROOVE CONFORMING TO ASTM C-478 SECTION 14.
7. MANHOLE RISER AND GRADERING JOINTS SHALL BE SEALED WITH A BUTYL RUBBER TYPE SEALANT AS MANUFACTURED BY PRECON PRODUCTS, QUICKSET, INC., OR APPROVED EQUAL.
8. THE CONTRACTOR SHALL COORDINATE AND VERIFY WITH A MANHOLE MANUFACTURER THE DISTANCE BETWEEN THE MANHOLE BASE AND THE FINISHED GRADE OF THE MANHOLE RING TO ENSURE THAT THE SELECTED LINER WILL ACCOMMODATE THE LENGTH OF THE PROPOSED GRADERINGS.
9. ENTIRE EXTERIOR SURFACES OF THE MANHOLE STRUCTURE SHALL BE COATED WITH AN APPROVED BITUMINOUS ASPHALTIC MATERIAL. SEE SECTION 3.9 AND NOTE NO.3 ON CITY OF SIMI VALLEY STANDARD PLAN SV 40-120.
10. WHERE PIPES EXCEED 18 INCHES IN DIAMETER OR DEEPER THAN 18 FEET, USE 60 INCHES DIAMETER MANHOLE. (ALSO SEE NOTE 15 FOR USE OF 60" MANHOLE.)
11. IN UNDEVELOPED AREAS, THE TOP OF THE CONE SHALL BE 6 INCHES ABOVE THE SURROUNDING FINAL GROUND SURFACE AND THE MANHOLE COVER AND FRAME SHALL BE SECURE PER CITY OF SIMI VALLEY STANDARD PLAN SV 40-140.
12. SEE CITY OF SIMI VALLEY STANDARD PLAN SV 40-120 FOR ADDITIONAL MANHOLE BASE AND JOINT REQUIREMENTS.
13. SEE CITY OF SIMI VALLEY STANDARD PLAN SV 40-130 FOR MANHOLE FRAME AND COVER REQUIREMENTS.

<p>APPROVED:            DIRECTOR OF PUBLIC WORKS          08/21/06          DATE</p>	<p>CITY OF          SIMI VALLEY          DEPARTMENT OF PUBLIC WORKS</p>	<p>STANDARD 4' &amp; 5' DIAMETER          PRECAST MANHOLE</p>	<p>STANDARD PLAN NO.          SV 40-100          SHEET 2 OF 3</p>
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**NOTES:**

14. WHEN MAIN SEWER LINE IS 15 INCHES OR LARGER IN DIAMETER, AND LATERAL SEWER IS 10-INCHES IN DIAMETER OR LESS, DISTANCE "X" = ONE HALF (1/2) THE DIAMETER OF THE LARGER MAIN SEWER LINE.
15. USE 60 INCH MANHOLE IF MANHOLE HAS MORE THAN ONE MAIN LINE GOING INTO MANHOLE. (ALSO SEE NOTE 10 FOR USE OF 60" MANHOLE.)
16. FOR MANHOLES LESS THAN 5 FOOT DEEP, USE CITY OF SIMI VALLEY STANDARD PLAN SV 40-110.
17. MANHOLES LOCATED IN GROUNDWATER SHALL BE INSTALLED WITH A CURED-IN-PLACE FIBERGLASS MANHOLE LINING SYSTEM PER SSPWC SECTION 500-2.5, MANUFACTURED BY POLY-TRIPLEX TECHNOLOGIES INC., OR APPROVED EQUAL. MANHOLES NOT EXPOSED TO GROUNDWATER SHALL BE INSTALLED WITH A PVC LINER TO PROTECT CONCRETE FROM SULFIDE CORROSION, T-LOCK, DURA PLATES, OR APPROVED EQUAL.

<p>APPROVED:            DIRECTOR OF PUBLIC WORKS          08/21/06          DATE</p>	<p>CITY OF          SIMI VALLEY          DEPARTMENT OF PUBLIC WORKS</p>	<p>STANDARD 4' &amp; 5' DIAMETER          PRECAST MANHOLE</p>	<p>STANDARD PLAN NO.          SV 40-100          SHEET 3 OF 3</p>
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SEAM SHALL NOT BE INSTALLED  
PARALLEL TO ANY FLOW,  
SEE NOTES 10 & 11

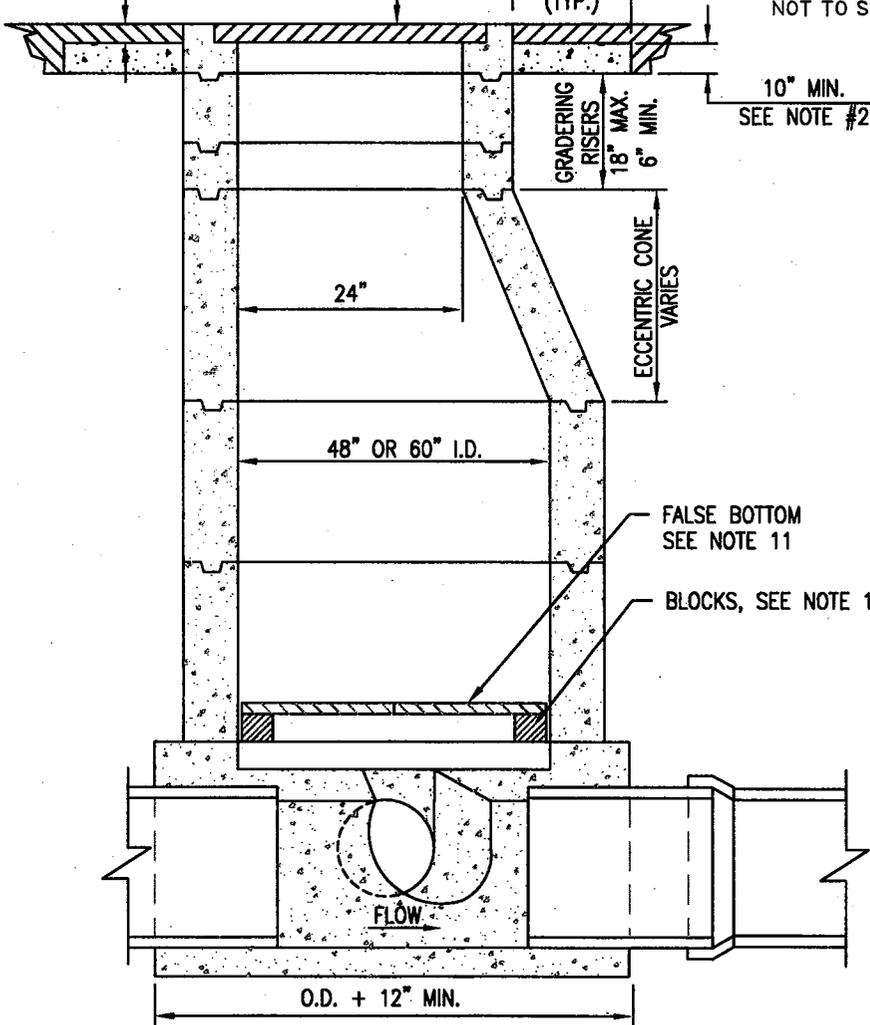
**PLAN**

NOT TO SCALE

2" MIN. PAVEMENT  
SEE NOTE #1

NO PAVING OVER  
MANHOLE COVER

18"  
CONC. RING  
(TYP.)



10" MIN.  
SEE NOTE #2

GRADING  
RISERS  
18" MAX.  
6" MIN.

ECCENTRIC CONE  
VARIES

FALSE BOTTOM  
SEE NOTE 11

BLOCKS, SEE NOTE 11

**SECTION A-A**

NOT TO SCALE

APPROVED:  
*[Signature]*  
DIRECTOR OF PUBLIC WORKS  
4/15/12  
DATE

CITY OF  
SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS

STANDARD FOR  
MANHOLE RAISING  
WITH FALSE BOTTOM

STANDARD PLAN NO.  
SV 40-115  
SHEET 1 OF 2

**NOTES:**

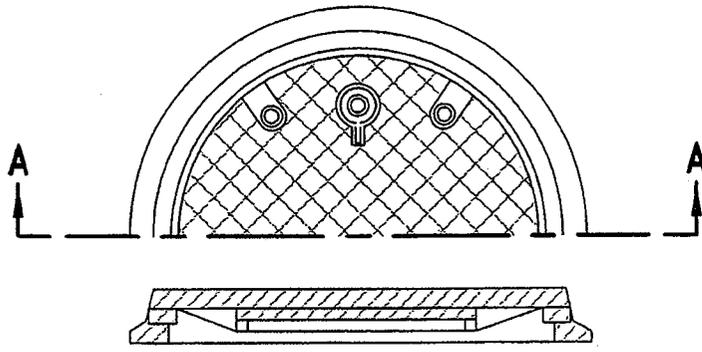
1. PAVEMENT MIX DESIGN FOR MANHOLE RINGS SHALL BE 3/8 INCH.
2. MIX DESIGN FOR CONCRETE RING SHALL BE 520-C-2500.
3. EDGES OF THE PAVING SHALL BE SEALED.
4. MANHOLES SHALL BE SET TO GRADE PER GREENBOOK SECTION 302-5.6.2
5. THE FINISH SURFACE OF THE MANHOLE SHALL NOT VARY MORE THAN 1/8 INCH IN 10 FEET.
6. ALL MANHOLES SHALL BE LOWERED PRIOR TO PAVING.
7. MANHOLES SHALL BE PAVED WITHIN 72 HOURS OF PLACING CONCRETE.
8. NO VERTICAL JOINTS WILL BE ALLOWED AT THE END OF THE WORK DAY. ALL SURFACES WILL BE COLD MIXED, FINAL PAVED, OR PLATED.
9. THE CONTRACTOR SHALL PLACE A FALSE BOTTOM IN PRIOR TO STARTING ANY MANHOLE WORK. THE CONTRACTOR IS TO CLEAN AND REMOVE THE FALSE BOTTOM AFTER PAVING.
10. FALSE BOTTOM IS TO BE CONSTRUCTED OF 1" MARINE GRADE MOISTURE-RESISTANT PLYWOOD OR CITY APPROVED EQUAL. THE PLYWOOD IS CUT TO A 4' OR 5' DIAMETER CIRCLE TO FIT THE BOTTOM AND THEN CUT IN HALF. THE FALSE BOTTOM IS THEN PLACED IN THE MANHOLE WITH THE SEAM CROSSING THE FLOW OR IN SUCH A MANNER TO PROTECT THE SEWER SYSTEM FROM ANY DEBRIS.
11. FALSE BOTTOM IS TO BE PLACED ON BLOCKS AT A MINIMUM OF 1" ABOVE ALL SEWAGE INLETS TO THE MANHOLE. FALSE BOTTOM SHALL BE CONNECTED TO THE BLOCKS VIA NAILS OR STAPLES TO PREVENT THE BLOCKS FROM FALLING INTO THE SEWAGE FLOW. BLOCKS SHALL NOT OBSTRUCT ANY PART OF THE SEWAGE FLOW.
12. ALL DEBRIS SHALL BE REMOVED FROM MANHOLE PRIOR TO CONSTRUCTING FALSE BOTTOM. ALL DEBRIS SHALL BE REMOVED FROM MANHOLE EACH TIME THE MANHOLE IS WORKED ON.
13. FALSE BOTTOMS MUST BE APPROVED BY THE CITY PRIOR TO INSTALLATIONS.
14. ANY DAMAGE TO THE SEWER PIPE, OVERFLOWS, BLOCKAGES, OR FAILURES OF FALSE BOTTOMS SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR.

APPROVED:  
  
DIRECTOR OF PUBLIC WORKS  
4/5/12  
DATE

CITY OF  
SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS

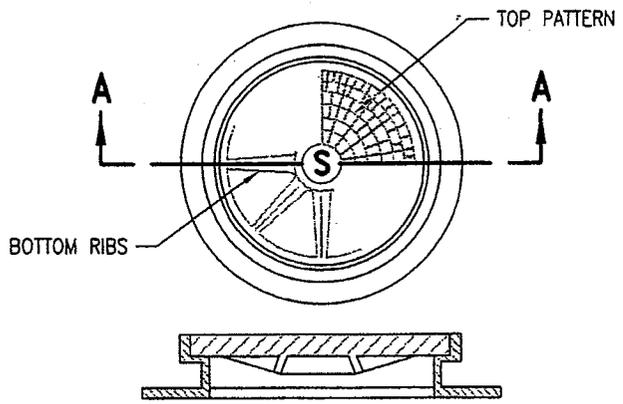
STANDARD FOR  
MANHOLE RAISING  
WITH FALSE BOTTOM

STANDARD PLAN NO.  
SV 40-115  
SHEET 2 OF 2



**SECTION A-A**  
**WATERTIGHT MANHOLE FRAME AND COVER**  
 NOT TO SCALE

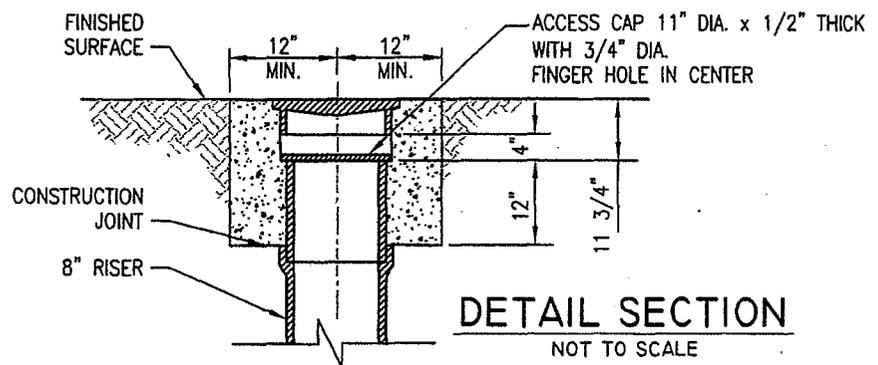
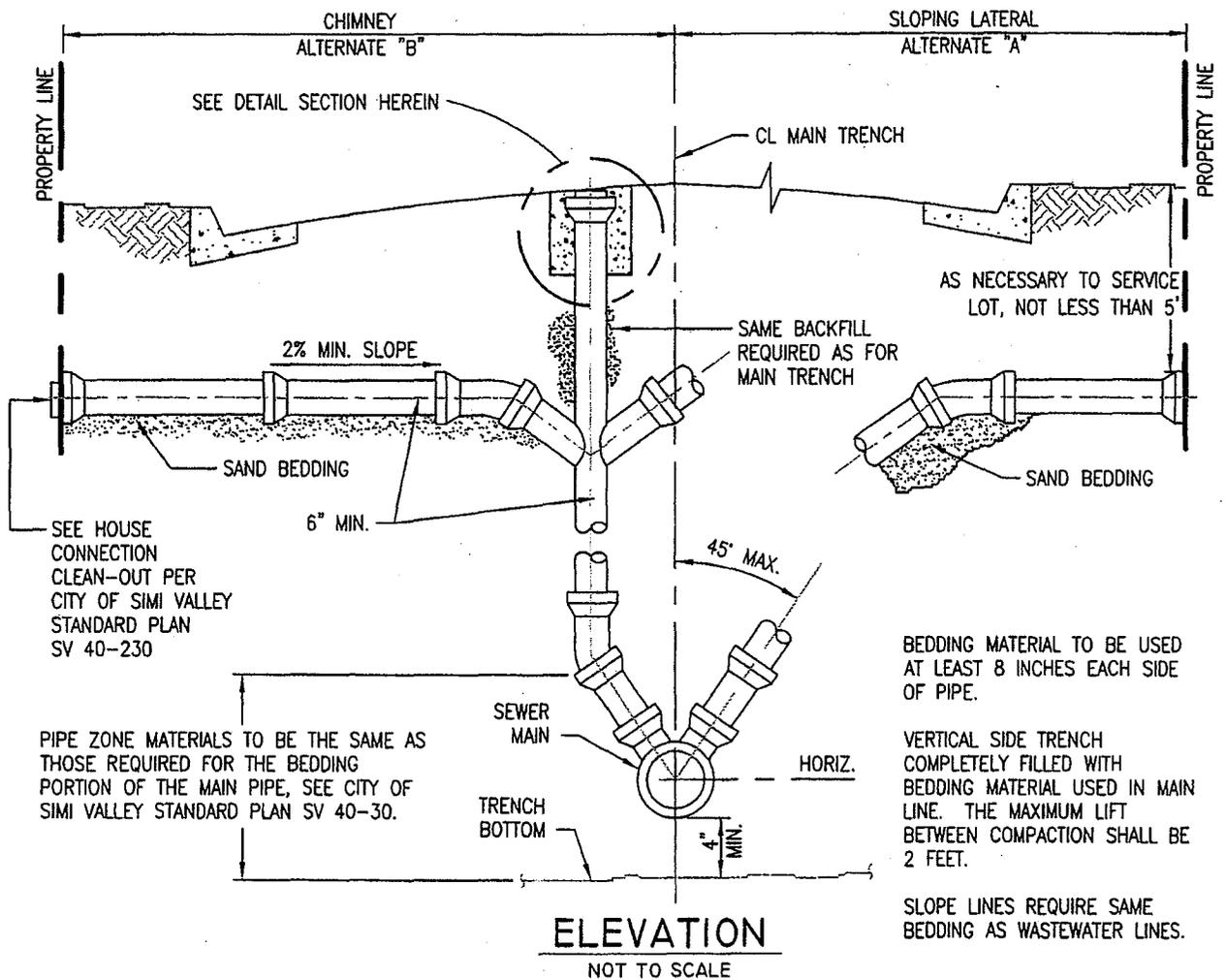
**NOTE:**  
 USE 24" DIAMETER ALHAMBRA FOUNDRY CO. PLATE NO. A-1254B OR APPROVED EQUAL.



**SECTION A-A**  
**STANDARD MANHOLE FRAME AND COVER**  
 NOT TO SCALE

**NOTE:**  
 USE 24" DIAMETER ALHAMBRA FOUNDRY CO. PLATE NO. A-1176 OR APPROVED EQUAL.

APPROVED:  DIRECTOR OF PUBLIC WORKS 08-21-06 DATE	CITY OF SIMI VALLEY DEPARTMENT OF PUBLIC WORKS	<b>WATERTIGHT &amp; STANDARD          MANHOLE FRAME &amp; COVER</b>	STANDARD PLAN NO. <b>SV 40-130</b> SHEET 1 OF 1
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**NOTES:**

1. THE USE OF CHIMNEYS SHOULD BE RESTRICTED TO CASES WHERE CONFLICTS OR EXCESSIVE DEPTHS ARE PRESENT SUBJECT TO APPROVAL OF SANITATION ENGINEER.
2. UP TO 2 LATERALS MAY FEED ONE CHIMNEY THROUGH STANDARD WYE.
3. IF OPPOSITE SIDE OF STREET IS UNSEWERED, PROVIDE PLUGGED INLETS FOR FUTURE USE.
4. WATER AND WASTEWATER SEPARATION OF LINES PER CITY OF SIMI VALLEY STANDARD PLAN SV 40-10.

APPROVED:  
  
 DIRECTOR OF PUBLIC WORKS  
 08/21/06  
 DATE

CITY OF  
 SIMI VALLEY  
 DEPARTMENT OF PUBLIC WORKS

DEEP CUT HOUSE CONNECTION  
 (SEWER LATERAL CHIMNEY)  
 FOR SLOPES GREATER THAN 30%

STANDARD PLAN NO.  
 SV 40-210  
 SHEET 1 OF 1