



**CONTRACT DOCUMENTS**

**FOR**

**WELL 12 RAW WATER LINE IMPROVEMENTS**

**CITY OF KINGSBURG**

**FRESNO COUNTY, CALIFORNIA**

**APRIL 2019**



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**PETERS ENGINEERING GROUP**

A CALIFORNIA CORPORATION

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FOR  
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FRESNO COUNTY, CALIFORNIA**

**APRIL 2019**

David Peters, PE

4/2/2019

Date



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## NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the **City of Kingsburg, 1401 Draper Street, Kingsburg, CA 93631 until 1:30 p.m. April 23, 2019** at which time they will be publicly opened and read at said office, for construction in accordance with the specifications therefore, to which special reference is made as follows:

### WELL 12 RAW WATER LINE IMPROVEMENTS

The work to be done consists, in general, of constructing a water main to convey raw water from Well 12 at Lincoln Street & Earl Street to a future water treatment plant on Kern Street, as well as a water main to convey potable water from the treatment plant to the main on 18th Avenue. This includes connecting to water well outlet, trenching, installing water main and water valves, fittings and appurtenances, connecting to water treatment plant inlet and outlet, connecting to existing water main, trench resurfacing, and pavement striping.

Plans and specifications applying to this project may be reviewed and purchased at: Peters Engineering Group, 952 Pollasky Avenue, Clovis, California 93612 at the non-refundable price of \$40.00 per set. Checks shall be made payable to the City of Kingsburg. Plans and specifications may also be viewed on the website of the Central California Builders Exchange and the Tulare / Kings County Builders Exchange. Only those who have purchased plans and specifications from the office of Peters Engineering Group will be considered eligible prime bidders. Planholder names may be obtained from Peters Engineering Group (559) 299-1544.

Planholder names may be obtained from Peters Engineering Group (559) 299-1544.

Inquiries regarding this project should be directed to David Peters, City Engineer of the City of Kingsburg, [dpeters@peters-engineering.com](mailto:dpeters@peters-engineering.com). Oral explanations or interpretations of plans and specifications are not binding. Any explanation, interpretation or clarification of plans and specifications will be in the form of a written addendum to the plans and specifications issued to planholders of record.

Bids shall be submitted in a sealed envelope addressed to the City of Kingsburg and labeled with the name of the bidder, the name of the project and the statement "Do Not Open Until the Time of Bid Opening."

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the City of Kingsburg.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. **A valid California Contractor's License, Class A, General Engineering, or C-34 Pipeline is required for this project.**

The City of Kingsburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise, Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

The payment of prevailing wages is not required for this contract.

Bids are required for the entire work described herein. Bids will be compared on the base bid amount.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Said bonds shall be issued by a surety company who is an admitted surety insurer authorized by the California Department of Insurance to transact business in this state, and acceptable to the City of Kingsburg. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance and that the City of Kingsburg will not accept a surety company with a Best's rating of less than B.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the City of Kingsburg to ensure performance under the contract shall be permitted.

The City Council reserves the right to reject any or all bids.

Dated: 4/2/2019



By: David Peters, City Engineer

**CITY COUNCIL - CITY OF KINGSBURG - STATE OF CALIFORNIA**

**Well 12 Raw Water Line Improvements**

**SPECIAL PROVISIONS**

**SECTION 1 - SPECIFICATIONS AND DRAWINGS FOR WORK**

The work embraced herein shall be done in accordance with the City of Kingsburg Standard Specifications, City of Kingsburg Standard Plans, 2006 State of California Standard Specifications, and the 2010 State of California Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting provisions.

The Plans, Specifications, and applicable City of Kingsburg Standard Drawings shall be regarded as complimentary to each other; any requirement stipulated in one, although not mentioned in the other, shall be binding upon the Contractor as if included in both.

For the purpose of this contract, the following interpretations shall be used in place of the terms or pronouns used throughout the Standard Specifications and defined in Section 1, Definition of Terms, of the Standard Specifications, as follows:

TERM	INTERPRETATION
State/Owner	City of Kingsburg
Department	Department of Public Works
Engineer	The City Engineer of the City of Kingsburg, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

All work shall comply and conform to the Contract Documents, the Plans for Well 12 Raw Water Line Improvements, and the following, incorporated herein by reference.

References to the "Standard Specifications" shall mean State of California Standard Specifications unless otherwise noted.

**SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS**

**GENERAL**

The bidder's attention is directed to the provisions in Section 1, "Proposal Requirements," of the City of Kingsburg Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 1.03, "Designation of Subcontractors," of the City of Kingsburg Standard Specifications, each proposal

shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 1.05, "Bidders Guarantee," of the City of Kingsburg Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 1.09, "Award of Contract," and Section 1.10, "Execution of Contract" of the City of Kingsburg Standard Specifications for the requirements and conditions concerning award and execution of the contract.

Award shall be made to the lowest responsible bidder within 60 days after opening of proposals, subject to extension for such further period as may be agreed upon between the City Council of the City of Kingsburg and the bidder concerned.

The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

All Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

### **SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 6, "Prosecution and Progress" of the City of Kingsburg Standard Specifications and these Special Provisions.

The Contractor shall attend a pre-construction meeting within **10 working days** of receiving a Notice of Award and begin work within **10 working days** after receiving a Notice to Proceed by the City of Kingsburg and shall diligently prosecute the same to completion before the expiration of

#### **25 WORKING DAYS**

from the date shown in said Notice to Proceed.

The Contractor shall pay to the City of Kingsburg the sum of

**ONE THOUSAND DOLLARS (\$1,000.00)**

per calendar day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above. The Contractor shall not be assessed liquidated damages for delay in completion of the projects, when such delay was caused by the failure of the City of Kingsburg or the owner of the utility to provide for removal or relocation of the existing utility facilities.

## **SECTION 5 - GENERAL PROVISIONS**

### **5-1.01 LAWS TO BE OBSERVED**

In addition to the provisions of Section 7 - 1.01 of the Standard Specifications, the Contractor shall observe and comply with the appropriate ordinances of the City of Kingsburg.

### **5-1.02 PREVAILING WAGES**

The payment of prevailing wages is not required.

### **5-1.03 APPRENTICES**

Attention is directed to the provisions in Section 7-1.01A(5) of the Standard Specifications.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, Ex Officio The Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, 2550 Mariposa St., Fresno, California 93721.

### **5-1.04 PERMITS AND LICENSES**

Attention is directed to Section 5.06, "Permits and Licenses," of the City of Kingsburg Standard Specifications and these Special Provisions. The Contractor shall possess a business license from the City of Kingsburg prior to the start of work.

The Contractor shall also be issued a "no fee" street encroachment permit from the City of Kingsburg Public Works Department. Said permit shall address a schedule of work for each project and an appropriate traffic control plan to be developed by the Contractor subject to the approval of the City Engineer.

Full compensation for all costs involving permits, including obtaining the permits and paying all fees and charges associated therewith (including any inspection fees), shall be included in the amount bid for mobilization, and no separate payment will be made therefor.

### **5-1.05 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these special provisions.

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **5-1.06 INCREASED OR DECREASED QUANTITIES**

Attention is directed to the provisions in Section 1.13 of the City of Kingsburg Standard Specifications. The City reserves the right to increase or decrease the quantity of any bid item or portion of the work or to omit any bid item or portion of the work, as may be deemed necessary by the Engineer to complete this contract. No adjustment in unit price(s)

will be allowed nor any additional compensation of any kind will be paid, in the event of any increase or decrease of any contract item(s), regardless of the amount of such increase or decrease, including complete deletion of any item(s).

#### **5-1.07 ARBITRATION**

The provisions in Section 9-1.10 of the Standard Specifications shall apply.

#### **5-1.08 TRENCHING AND EXCAVATION**

In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four feet below the surface:

(a) The contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, shall issue a change order in accordance with the provisions of Section 2.11 of the General Conditions.

(c) In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **5-1.09 PUBLIC SAFETY**

In addition to any other measures taken by the Contractor pursuant to the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

(1) Excavations - Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except:

- (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
- (b) Excavations less than one foot deep.

- (c) Trenches less than one foot wide or irrigation pipe or electrical conduit or excavations less than one foot in diameter.
  - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - (e) Excavations in side slopes, where the slope is steeper than 4:1.
  - (f) Excavations protected by existing barrier or railing.
- (2) Temporarily Unprotected Permanent Obstacles - Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- (3) Storage Areas - Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

<u>Approach speed of public traffic (Posted Limit) (Miles Per Hour)</u>	<u>Work Areas</u>
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or the excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

The contractor shall coordinate with the school district for bus pickup and drop off of students for the duration of the construction project. The contractor shall coordinate with the City of Kingsburg to allow for garbage pickup for the duration of the construction project.

**5-1.10 GUARANTY AND BONDS**

A material guaranty for a period of 12 months from the date of acceptance for the following items of work as designated in the proposal will be required and shall conform to the provisions in Section 2-1.12, "Material Guaranty," of the Standard Specifications. A guaranty form for this purpose is included in the proposal.

The terms of the guarantee shall be clearly stated and shall be approved by the Engineer prior to the acceptance of the contract.

The two contract bonds required by Section 1.07, "Contract Bonds" of the City of Kingsburg Standard Specifications may be reduced as provided in said Section 2-1.12.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

#### **5-1.11 COOPERATION**

Attention is directed to Section 7-1.14 of the Standard Specifications.

The Contractor shall cooperate with other contractors or forces that may be working in the vicinity of this project.

The Contractor shall coordinate and cooperate with the utility authorities and all other contractors in and adjacent to the limits of the work area to avoid any delays or hindrances to their work. Any delays resulting from Contractor's failure to coordinate with PG&E, SBC, or other organizations having interest in the work shall be at the Contractor's expense and no additional compensation shall be made therefor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefor.

#### **5-1.12 PARTIAL PAYMENT**

Attention is directed to Section 9-1.06 of the Standard Specifications.

The first estimate for partial payment will be submitted within 30 days from the date shown as the first day of work in the notice to proceed, and monthly thereafter.

#### **5-1.13 FINAL PAYMENT**

Final payment for the work will be made in accordance with the standard City of Kingsburg procedures.

#### **5-1.14 ASSIGNMENT**

Attention is directed to Section 8-1.02 of the Standard Specifications and these Special Provisions.

The Contractor shall not assign monies due or to become due him under the Contract without the written consent of the Owner. Any assignment of monies shall be subject to all proper setoffs in favor of the City of Kingsburg and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City of Kingsburg for the completion of work in the event that the Contractor should be in default therein.

Full compensation for restoring the property to its original state or providing corrective measures necessary after the property is disturbed by construction shall be considered as

included in the various contract items of work and no separate payment will be made therefor.

#### **5-1.15 RESOLUTION OF CONTRACT CLAIMS**

Public works contract claims of three hundred seventy-five thousand (\$375,000) or less which arise between a contractor and a local public agency shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work that may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

##### **Article 1.5 Resolution of Contract Claims**

20104. (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, following requirements apply:

(a) the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remain in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meeting and confer conference.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by the mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon

stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **5-1.16 SURVEY MONUMENTS**

General. Survey monuments shall be installed at the locations shown on the Plans or directed by the Engineer. Monuments shall conform to the dimensions and details shown on the Plans, and shall be case in neat holes cut in the pavement without the use of forms.

If not specified in the Special Provisions, then the City shall furnish survey marker disks. The Contractor shall place the marker disk in survey monument before the concrete block has acquired its initial set and shall be firmly bedded in the concrete. The disk shall be so located that when the disk is inserted, the reference point will fall within a one inch circle in the center of the disk.

#### **5-1.17 SURVEYING**

Permanent Survey Markers. The Contractor shall notify the Engineer at least seven (7) days before starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments and bench marks. The Contractor shall preserve property line monuments, block corner monuments, centerline monuments, benchmark monuments, government corners, and control monuments that are specified on the plans and/or discovered during the construction process, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice.

When a monument cannot be saved from destruction, the Contractor shall notify the Project Inspector and the Project Engineer 48 hours prior to their destruction. The Contractor shall not disturb permanent survey monuments or bench marks without the consent of the Engineer, and shall bear the expense of replacing any that may be disturbed. The location of said monument shall be determined by the Engineer.

Survey Construction Stakes. Contractor shall provide construction stakes or marks as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the specifications, on the plans and in these special provisions. Stakes or marks that are destroyed or damaged during the course of construction shall be replaced at the Contractor's expense.

The Contractor shall preserve property line and corner survey markers, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Monuments that otherwise are lost or disturbed by this operation shall be replaced at the Contractor's expense by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

Full compensation for providing construction staking or marks shall be considered as included in the various bid items for the work involved and no additional compensation will be allowed therefore.

#### **5-1.18 NOTICE TO RESIDENTS AND AGENCIES**

Not less than two (2) calendar days nor more than five (5) calendar days prior to proceeding with the work in any given area, the Contractor shall notify in writing all residents and tenants directly affected by the construction work of the nature, the approximate time for the completion of work, and anticipated inconveniences. The notice shall be on the contracting firm's letterhead and shall be signed and include the projects superintendent's name and telephone number. Prior to commencing work in each given area, the Contractor shall furnish the Engineer a copy of the notice given to Residents and Tenants and shall certify the date, location and method by which the notice was delivered.

For every occurrence when property access, sewer service or water source is to be interrupted by the Contractor's work, the Contractor shall give written notice to all affected residents/tenants not less than two (2) calendar days nor more than five (5) calendar days prior to said interruption. These notice(s) shall be in addition to the initial notice to residents described above.

The Contractor shall conduct his operations in a manner which minimizes these disruptions, shall so instruct his labor force and subcontractors to minimize disruption, and shall provide accurate and timely information to residents and business along the work as well as the public. All workers shall conduct themselves in a respectful and businesslike manner while engaged in work on this project.

Full compensation for providing access to property and all provisions of this section shall be included in the amount for the various items of work and no separate payment will be made therefor.

#### **5-1.19 PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be held in accordance with these Special Provisions. Prior to the start of construction, a meeting will be called by the Engineer with the Contractor,

subcontractors and interested agencies affected by the work, to discuss the proposed work. At this meeting, the Contractor shall furnish to the Engineer the following required documents:

Executed Agreement	Names of Superintendents
Labor and Materials Bond	Emergency Contact List
Performance Bond	Certificates of Insurance
Construction Schedule	Proposed Notice to Residents
Traffic Control Plan	

**5-1.20 AS-BUILT RECORD**

The Contractor shall keep an accurate record of horizontal alignment, type, or location of improvements on the approved plans by neatly marking the changes on a set of construction plans. Said plans shall be submitted to the City for review prior to project acceptance and shall become the property of the City if approved. As-built plans shall be in good condition, free of tatters, soil marks, etc., when submitted for City review.

In the event the Contractor provided his own surveying to set vertical control and grade, then any changes to vertical elevations of improvements shall also be marked on the plans.

Full compensation for keeping this "as-built record" shall be included in the amount bid for mobilization, and no separate payment will be made therefor.

**5-1.21 INTENT OF PLANS AND SPECIFICATIONS**

Reference is made to Subsection 3.05 of the Standard Specifications. The intent of the specifications is to prescribe the details for the performance and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

**5-1.22 CLEANUP**

The Contractor shall provide periodic clean up and dispose of all excess materials and other debris in any right-of-way or ground occupied by him, and shall restore utilities and improvements on public or private property which have been damaged by his operations. A final walk-through inspection will be made by the City prior to final acceptance of the project.

Full compensation for cleanup during construction and for final cleanup shall be included in the prices bid for the various items of work, and no separate payment will be made therefor.

**5-1.23 SUBMITTALS**

The Contractor shall submit drawings and information describing materials and equipment in sufficient detail to determine whether the materials and equipment conform to the

specifications. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings. The Contractor shall provide a minimum of four (4) copies of each submittal. The Owner's representative will keep two copies and return two copies. If the Contractor desires more than two copies, he shall transfer the Owner's Representative's comments onto additional copies at his own expense.

Submittals are to be grouped and submitted so that each transmittal addresses only a specific part of the contract, to facilitate processing and review.

The Contractor shall stamp and sign all submittals with an appropriate stamp that certifies that he has reviewed the submittal and indicates his determinations relative to its acceptance and submission.

Contractor shall provide adequate time for processing and reviewing, and should anticipate the potential for resubmittals where such is likely. No allowances will be made for delays occasioned by the Contractor's failure to follow submittal requirements. In no case will there be compensation for any delay due to submittals.

If the Contractor proposes to provide material or equipment which does not conform to all of the specifications and drawings, the deviation shall be indicated by clearly noting "Deviation" on the transmittal form accompanying the submittal copies. The Contractor shall prepare arguments for the change, include cost differential, and shall request a change order to cover the deviations. Deviations are only approved by change orders.

Acceptance by the Construction Manager of any drawings, method of work, or any information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of responsibility for any errors therein, and shall not be regarded as an assumption of risks or liability by the Owner, or by any officers or employees thereof.

The Contractor shall have no claim under the contract on account of the failure, partial failure, inefficiency or insufficiency of any plan or method of work or material or equipment so accepted.

Such acceptance by the Owner shall be considered to mean merely that the Owner has no objection to the Contractor using, upon the Contractor's own full responsibility, the plan or method of work proposed, or providing the material or equipment proposed.

#### **5-1.24 REPRESENTATION ON PLANS**

Basic topographic ground feature information shown on the plans is indicated by topographical survey, supplemented by word description of certain features deemed important by virtue of their proximity to the proposed work. The Contractor shall carefully examine the site of work and shall satisfy himself as to the conditions to be encountered, any changes thereto which may have occurred since survey and preparation of the plans, and any condition or feature which needs additional investigation.

Full compensation for all costs involved shall be included in the amount bid for the various items of work and no separate payment shall be made therefor.

### **5-1.25 PRESERVATION OF PROPERTY**

The removing, relocating, salvaging, and reinstalling of various facilities shall conform to the provisions of the Kingsburg Standard Specifications and these Special Provisions.

All existing traffic signs, barricades, posts, mailboxes, delineators, etc. which interfere with construction shall be inventoried on a map, removed, relocated, salvaged, and reinstalled as directed by the Engineer. All other miscellaneous street facilities within the right-of-way shall remain unless otherwise noted on the Plans.

Full compensation for removing, salvaging, and reinstalling all the various miscellaneous facilities as specified herein and designated on the Plans, including any earthwork involved, shall be considered as included in the unit price bid for the various items of work, and no additional payment will be made therefor.

### **5-1.26 EXISTING UTILITIES**

The Engineer has made a diligent attempt to show on the Plans all the pertinent intersecting utilities that may affect the work. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage inasmuch as the exact location is unknown until exposed by the excavation.

All existing utility mains and service lines shall be kept in constant service during the construction of this project. Hand excavating shall be employed where necessary to safely expose existing utilities.

The Contractor shall notify Underground Service Alert (811) 48 hours prior to excavation.

### **5-1.27 SOURCE OF CONSTRUCTION WATER AND USAGE**

Furnishing and applying water shall conform to the provisions in Subsection 3.18 of the City of Kingsburg Standard Specifications and these Special Provisions.

Water for this project will be supplied from a City approved source at locations determined by the City Engineer at no cost to the Contractor. The Contractor shall furnish all necessary equipment to load and transport water to the job site. If the City approved source is a point on the City municipal water supply, the Contractor shall obtain a water metering device from the City of Kingsburg Corporation yard, at 1200 Kern Street, for a deposit of \$750.00 for the duration of the Contract. The Contractor will be held responsible for the proper use of facilities and be subject to applicable penalties for misuse.

Should the Contractor anticipate obtaining construction water from other sources, he shall make his own arrangements, obtain all necessary permits, and pay all fees and charges.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in developing water supply and furnishing and applying water shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

## **SECTION 6 - NOT USED**

## **SECTION 7 – FORCE ACCOUNT PAYMENT**

### **7-1.01 LABOR SURCHARGE**

Attention is directed to the provisions in Section 9-1.03A(1b) of the Standard Specifications. The labor surcharge to be added to the actual wages paid, as defined in Section 9-1.03A(1a) of the Standard Specifications, shall be **13** percent of the actual wages, except as provided for the premium portion of dump truck operation wages as provided in the Equipment Rental Rates referred to in Section "Equipment Rental Rates" of these Special Provisions.

### **7-1.02 RECORDS**

Attention is directed to the provisions in the second paragraph of Section 9-1.03C of the Standard Specifications.

The Contractor shall furnish to the Engineer completed daily extra work reports, on forms furnished by the Engineer for each day's extra work to be paid for on a force account basis no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces.

Unless otherwise permitted by the Engineer, no payment will be made for extra work on a force account basis if it has not been reported within the time and in the manner specified.

### **7-1.03 EQUIPMENT RENTAL RATES**

Attention is directed to the provisions of section 9-1.03A(3) of the Standard Specifications. The equipment rental rates to be paid are listed in a table entitled "County of Fresno, Public Works & Development Services Department, Equipment Rental Rates" on file with the Clerk of the Board of Supervisors, Room 301, Hall of Records, Fresno, California, and are incorporated herein by reference.

Copies of the equipment rental rates may be obtained from the County of Fresno, Public Works & Development Services Department, Design Services Section, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, California 93721. Phone (559) 262-4109

The rates to be applied to this project are the latest rates dated on or before the date of approval of this contract for advertising. The date of approval for advertising appears on the last page of the Notice to Contractors for this project.

### **7-1.04 FORCE ACCOUNT PAYMENT**

The last paragraph of Section 9-1.03A, "Work Performed by Contractor," and the second and third sentences of the sixth paragraph of Section 9-1.03A(3d), "Dump Truck Rental" of the Standard Specifications shall not apply.

## **SECTION 8 - MATERIALS**

### **8-1.01 GENERAL**

Attention is directed to Section 4 of the City of Kingsburg Standard Specifications and Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor.

A certificate of compliance may be required for materials used on this contract as directed by the Engineer.

When requested by the Engineer, the supplier or contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer. Samples of the material from local sources shall be taken by or in the presence of the Engineer; otherwise the samples will not be considered for testing.

### **8-1.02 TESTING**

Whenever a specified percent relative compaction by California Test No. 216 or 231 test is required, the first test shall be performed at the expense of the City. If the material or portion thereof so tested fails to meet or exceed the relative compaction specified, retests shall be performed at the expense of the Contractor. A charge of \$60 for each additional retest shall be deducted from the monies due or that may become due the Contractor under the contract.

A BAC-T test shall be performed for each water main connection at the Contractor's expense.

Contractor shall perform a pressure test on the completed water lines per City Standard Specification 12.

### **8-1.03 MEASUREMENT OF MATERIALS**

Attention is directed to Section 9-1.01 "Measurement of Quantities" of the Standard Specifications and these Special Provisions.

### **8-1.04 TRADE NAMES AND ALTERNATIVES**

Whenever an article, or any class of materials, is specified by trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the plans and specifications is to specify high grade standard equipment, and it is not the intent of these plans and specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein.

### **8-1.05 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing of the signing and delineation materials or products at any time.

None of the listed signing and delineation materials and products shall be used in the work unless material or product is listed on the Department's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for signing and delineation materials and products. The certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in conformance with the requirements in the approved quality control program.

Materials and products will be considered for addition to the approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of required tests. Approval of materials or products will be dependent upon a determination as to compliance with the specifications and test the Department may elect to perform.

The following is a listing of approved prequalified and tested signing and delineation materials and products:

**PAVEMENT MARKERS, PERMANENT TYPE**

**REFLECTIVE**

- Apex, Model 921 (4"x4")
- Pavement Markers, Inc., "Hye-Lite" (4"x4")
- Ray-O-Lite, Models SS (4"x4"), RS (4"x4") and AA (4"x4")
- Stimsonite, Models 88 (4" x4"), 911 (4"x4"), 953 (2.75"x4.5")
- Ray-O-Lite, Model 2002 (2.2"x4.7")\*
- Stimsonite, Model 948 (2.3"x4.7")\*

\* Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

**REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)**

- Ray-O-Lite "AA" ARS (4"x4")
- Stimsonite, Models 911 (4"x4"), 953 (2.75"x4.5")
- Ray-O-Lite, Model 2002 (2.2"x4.7")\*
- Stimsonite, Model 948 (2.3"x4.7")\*

\* Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

**REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)**

(Used for recessed applications)

- Stimsonite, Model 948 (2.3"x4.7")
- Ray-O-Lite, Model 2002 (2.2"x4.7")
- Stimsonite, Model 944SB (2"x4")\*

Ray-O-Lite, Model 2004 ARS (2"x4")\*

\* For use only in 4.5-inch wide (older) recessed slots

**NON-REFLECTIVE FOR USE WITH EPOXY ADHESIVE**

Apex Universal (Ceramic)

Highway Ceramics, Inc. (Ceramic)

**NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE**

Apex Universal (Ceramic)

Apex Universal, Model 929 (ABS)

Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)

Highway Ceramics, Inc. (Ceramic)

Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)

Interstate Sales, "Diamond Back" (ABS)

Loomis Plastics, D-Dot (ABS)

Pavement Markers, Inc., (Marker Supply) - Models A1107 and AY1108 (ABS)

Road Creations, Model RCB4NR (Acrylic)

**PAVEMENT MARKERS, TEMPORARY TYPE**

**TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 months or less)**

Apex Universal, Model 924 (4"x4")

Davidson Plastics, Model 3.0 (4"x4")

Elgin Molded Plastics, "Empco-Lite" Model 901 (4" Round)

Highway Technologies, Megalites (4"x4")

Road Creations, Model R41C (4"x4")

Vega Molded Products "Temporary Road Marker" (3"x4")

**TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

Apex Universal, Model 932

Davidson Plastics, Models T.O.M., T.R.P.M. and "HH" (High Heat)

Hi-Way Safety, Inc., Model 1280/1281

**STRIPING AND PAVEMENT MARKING MATERIALS**

**PERMANENT TRAFFIC STRIPING AND PAVEMENT MARKING TAPE**

Advanced Traffic Marking, Series 300 and 400

Brite-Line, Series 1000

Swarco Industries, "Director 35" (For transverse application only)

Swarco Industries, "Director 60"

3M, "Stamark" Series 380 and 5730  
3M, "Stamark" Series A320 Bisymmetric (For use on low-volume roadways only)  
3M, "Stamark" Series A420, A440, N420 and N440 (For transverse application only)

**TEMPORARY REMOVABLE STRIPING AND PAVEMENT MARKING TAPE**  
(6 months or less)

Advanced Traffic Marking, ATM Series 200  
Brite-Line, Series 100  
P.B. Laminations, Aztec, Grade 102  
Swarco Industries, "Director-2"  
3M, "Stamark" Brand, Detour Grade, Series 5710 and Series A620

**PREFORMED THERMOPLASTIC (Heated in place)**

Flint Trading, "Premark" and "Premark 20/20 Flex"  
Pavemark, "Hotape"

**REMOVABLE TRAFFIC PAINT**

Belpro, Series 250/252 and No. 93 Remover

**CLASS 1 DELINEATORS**

**ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 66"**

Carsonite, Curve-Flex CFRM-400  
Carsonite, Roadmarker CRM-375  
Davidson Plastics, "Flexi-Guide Models 400 and 566"  
GreenLine Model HWD1-66 and CGD1-66  
J. Miller Industries, Model JMI-375 (with soil anchor)

**SPECIAL USE FLEXIBLE TYPE, 48"**

Carsonite, "Survivor" with 18" U-Channel anchor  
FlexStake  
GreenLine Models HWD and CGD (with 18" soil anchor)  
Safe-Hit with 8" pavement anchor (SH248-GP1)  
Safe-Hit with 15" soil anchor (SH248-GP2) and with 18" soil anchor (SH248-GP3)

**SURFACE MOUNT FLEXIBLE TYPE, 48"**

Bent Manufacturing Co., "Masterflex" Model MF-180EX-48"  
Carsonite, "Super Duck II"  
FlexStake, Surface Mount

**CHANNELIZERS**

#### SURFACE MOUNT TYPE, 36"

Bent Manufacturing Co., "Masterflex" Models MF-360-36(Round) and MF-180-36(Flat)  
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)  
Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"  
Davidson Plastics, Flex-Guide FG300  
FlexStake, Surface Mount  
GreenLine, Model SMD-36  
The Line Connection, "Dura-Post" Model DP36-3 (Permanent)  
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)  
Repo, Models 300 and 400  
Safe-Hit, Guide Post, Model SH236SMA

#### **OBJECT MARKERS**

##### TYPE "K", 18"

Carsonite, Model SMD-615  
Repo, Models 300 and 400  
Safe-Hit, Model SH718SMA  
The Line Connection, Model DP21-4K

##### TYPE "K-4", 18"-24"

(Shown as "Q" in the Traffic Manual)

Carsonite, Super Duck II  
Repo, Models 300 and 400  
Safe-Hit, Models SH824SMA--WA and SH824GP3--WA  
The Line Connection, Model "DP21-4Q"

#### **TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS**

##### IMPACTABLE TYPE

Astro Optics "FB"  
Davidson Plastics, Model PCBM-12  
Duraflex Corp., "Flexx 2020" and "Electriflexx"

##### NON-IMPACTABLE TYPE

Astro-Optics, JD Series  
Stimsonite, Model 967 (with 3 1/4" Acrylic cube corner reflector)  
Stimsonite, Model 967LS  
Vega Molded Products, Models GBM and JD

#### **THREE BEAM BARRIER MARKERS (For use to the left of traffic)**

Duraflex Corp., "Railrider"  
Davidson Plastics, "Mini" (3"x10")

## **REFLECTIVE SHEETING**

### **CHANNELIZERS, BARRIER MARKERS AND DELINEATORS**

3M, High Intensity  
Reflexite, PC-1000, Metalized Polycarbonate  
Reflexite, AC-1000, Acrylic  
Reflexite, AP-1000, Metalized Polyester  
Reflexite, AR-1000, Abrasion Resistant Coating)  
Stimsonite, Series 6200 (For rigid substrate devices only)

### **TRAFFIC CONES, 13" Sleeves**

Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

### **TRAFFIC CONES, 4" and 6" Sleeves**

3M Series 3840  
Reflexite Vinyl or "TR" (Semi-transparent)

### **BARRELS AND DRUMS**

Reflexite, "Super High Intensity"  
3M Series 3810

### **BARRICADES, Type I, Engineer Grade**

American Decal, Adcolite  
Avery Dennison, 1500/1600  
3M, Scotchlite, Series CW

### **SIGNS, Type II, Super Engineer Grade**

Avery Dennison, "Fasign" 2500 Series  
Kiwalite, Type II  
Nikkalite 1800 Series

### **SIGNS, Type III, High Performance**

3M, Series 3780

### **SIGNS, Type IV, High Performance**

Stimsonite Series 6200

### **SIGNS, Roll-Up Signs**

Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)  
3M Series RS34 (Orange) and RS20 (Fluorescent orange)

**SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS**

ALUMINUM

FIBERGLASS REINFORCED PLASTIC (FRP)

Sequentia, "Polyplate"

Fiber-Brite

## **SECTION 09 - DESCRIPTION OF WORK AND WORK INCLUDED**

### **9-1.01 DESCRIPTION OF WORK**

The work to be done consists, in general, of constructing a water main to convey raw water from Well 12 at Lincoln Street & Earl Street to a future water treatment plant on Kern Street, as well as a water main to convey potable water from the treatment plant to the main on 18<sup>th</sup> Avenue. This includes connecting to water well outlet, trenching, installing water main and water valves, fittings and appurtenances, connecting to water treatment plant inlet and outlet, connecting to existing water main, trench resurfacing, and pavement striping as specified in the Special Provisions and as directed by the City Engineer.

All work shall be in accordance with City of Kingsburg Standard Specifications and Standard Plans. The work is more specifically delineated by the plans and specifications described in these Special Provisions and in the City of Kingsburg, County of Fresno, State of California.

### **9-1.02 WORK INCLUDED**

This project includes, but is not necessarily limited to, all work shown on City of Kingsburg plans for “Well 12 Raw Water Line Improvements,” these Special Provisions, Standard Plans and Specifications, all drawings, plans, and specifications referenced elsewhere in these Special Provisions, as well as all work necessary or related to this project, as required to fulfill the intent of the plans and specifications for this project.

It is the intent of these Special Provisions to completely construct the various items of work as required to provide a finished and completed project to the highest standards of the industry consistent with these plans and specifications. All such work as shown and in compliance with the plans and specifications shall be included under the bid item. Any and all items of work not specifically listed or defined, but required to complete the project and fulfill the intent of the plans and specifications, shall be included under the bid item Miscellaneous Facilities.

No additional or separate payment will be made for work incidental or related to the bid items. All reference to contract measurement and payment shall be as shown under these Special Provisions as they supersede all other references.

The work to be done consists, in general, of constructing a water main to convey raw water from Well 12 at Lincoln Street & Earl Street to a future water treatment plant on Kern Street, as well as a water main to convey potable water from the treatment plant to the main on 18<sup>th</sup> Avenue. This includes connecting to water well outlet, trenching, installing water main and water valves, fittings and appurtenances, connecting to water treatment plant inlet and outlet, connecting to existing water main, trench resurfacing, and pavement striping.

## **SECTION 10 - CONSTRUCTION DETAILS**

### **10.01 MOBILIZATION**

Mobilization shall comply with Section 11 of the State Standard Plans.

The contract price paid for Mobilization includes full compensation for all labor, materials, equipment, tools, incidentals and for doing all work involved in the movement of personnel, equipment, and supplies to the project site, as specified herein, including the cost of bonds and insurance, and no additional payment will be made.

### **10.02 TRAFFIC CONTROL**

This item shall conform to these specifications and the State of California, "Manual on Uniform Traffic Control Devices."

Compliance with the requirements of said manual shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition. An approved traffic control plan is required prior to beginning construction. The traffic control plan shall incorporate the restrictions below.

The Contractor shall maintain at least one access to the commercial sites and school site at all times. On major streets, if construction in the paved travel lanes is necessary, at least one twelve (12') foot wide paved lane in each direction of travel shall be maintained at all times. No more than one residential street may be closed at one time and no intersection shall be closed more than forty- eight (48) hours.

The Contractor shall provide temporary safe pedestrian passageways and ADA access around a construction site at all time. Complete pedestrian paths of travel shall be provided by the Contractor in accordance with the California 2014 MUTCD and the State of California Division of the State Architect 2008 Access Compliance (DSA-AC) Reference Manual. The Contractor shall pay the City \$100 per calendar day for each location where the Contractor fails to provide a complete pedestrian path of travel. Said payment shall be deducted from the Contract amount.

Payments will be prorated over the term of the construction contract.

The contract price paid for Traffic Control includes full compensation for all labor, materials, equipment, tools, and incidentals including implementation of any detours shall be considered as included in the contract price paid for traffic control and no additional payment will be made.

### **10.03 DUST CONTROL**

This item shall conform to the provisions of Section 10.05 of the City Standard Specifications and comply with applicable San Joaquin Valley Air Pollution District requirements.

The contract price paid for dust control includes full compensation for all costs involved in the various items and all work incidentals shall be considered as included in the contract price paid for dust control and no additional payment will be made.

#### **10.04 CLEARING AND GRUBBING**

This item shall conform to the applicable portions of the plans, these specifications provisions of Section 9 of the City Standard Specifications.

The contract price paid for clearing and grubbing includes full compensation for all costs involved clearing and grubbing, and include, but not limited to the removal and disposal of all materials, roots, existing concrete, existing paving and/or other obstructions not specified above as required by the plans and specifications within the entire right-of-way or those features conflicting with work to be performed, and all work incidental shall be included in the unit price paid for clearing and grubbing and no additional payment will be made.

#### **10.05 HOT MIX ASPHALT TRENCH RESURFACING**

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 12 of the City Standard Specifications and shall conform to the applicable section of the City Standard Drawings.

The contract price paid for Hot Mix Asphalt Trench Resurfacing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including backfilling, resurfacing pavement, heat planning the patched area, replacing any pavement striping removed during excavation and for doing all work involved in Hot Mix Asphalt Trench Resurfacing, as shown on the plans, as specified in City Standard Specifications, and as directed by the Engineer, and no additional payment will be made.

#### **10.06 12" C900 PVC PIPE**

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 12 of the City Standard Specifications and shall conform to the applicable section of City Standard Drawings.

The contract price paid for 12" C900 PVC Pipe includes full compensation for all work, labor, materials, tools, equipment, pipes, fittings, couplings, including excavation, trenching, hand digging, backfilling, and incidentals, and for doing all the work involved in 12" C900 PVC Pipe, as shown on the plans, as specified herein, and as directed by the Engineer, and no additional payment will be made.

#### **10.07 PVC FITTINGS AND APPURTENANCES**

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 12 of the City Standard Specifications and shall conform to the applicable section of the City Standard Drawings.

Full compensation for all necessary PVC Fittings and Appurtenances, either shown on the plans or necessary to complete the work including furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in PVC fittings and appurtenances, as shown on

the plans, as specified in City Standard Specifications, and as directed by the Engineer shall be included in the contract price paid for PVC Fittings and Appurtenances, and no additional payment will be made.

#### **10.08 FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY**

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 12 of the City Standard Specifications and shall conform to the applicable section of the City Standard Drawings. This item shall include all excavation, trench preparation, removal and replacement of existing curb, gutter, sidewalk as necessary, bedding, pipe, fittings, backfill, compaction, testing, disinfection, and other work required to furnish and install new hydrant, bury, valve, lateral, and tee, and connect to water main. Remove, salvage and return existing fire hydrant to City; remove and dispose of existing hydrant; bury, cut, and cap existing lateral for abandonment in place. The blue reflector and painting the curb red shall be paid for under the Pavement Striping bid item.

The contract price paid for Furnish and Install Fire Hydrant Assembly includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Furnish and Install Fire Hydrant Assembly, as shown on the plans, as specified in City Standard Specifications, and as directed by the Engineer, and no additional payment will be made.

#### **10.09 1" WATER SERVICE CONNECTION**

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 11, Section 12, and Section 14 of the City Standard Specifications and shall conform to the applicable section of the City Standard Drawings. This bid item describes connections that are made to water main that currently exists on the north side of Kern Avenue. This item shall include potholing and locating the point of tie-in, furnishing and installing all mechanical joint fittings (including self-restrained fittings and flexible couplings), service saddle, corporation stop, polyethylene pipe, angle meter stop, concrete thrust blocks, fittings, testing, disinfection, flushing associated with the tie-in, water meter with radio read head, and water meter box (including lid blocks and extensions, if necessary). This item may also include permanent trench resurfacing, or repair of existing landscape and irrigation.

The contract price paid for 1" Water Service Connection includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, including excavation, trenching, hand digging, backfilling, and incidentals for doing all work involved in 1" Water Service Connection, as shown on the plans, Standard Plan W-1, as specified in City Standard Specifications, and as directed by the Engineer, and no additional payment will be made.

#### **10.10 CONNECTION TO EXISTING WATER FACILITIES**

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 12 of the City Standard Specifications and shall conform to the applicable section of the City Standard Drawings. This item shall include locating the point of tie-in, furnishing and installing all mechanical joint fittings (including self-

restrained fittings and flexible couplings), short pieces of piping required for the proper installation of the tie-in, concrete thrust blocks, fittings, testing, disinfection and flushing associated with the tie-in, and cutting and capping the existing water main to be abandoned.

The contract price paid for Connection to Existing Water Facilities includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Connection to Existing Water Facilities, as shown on the plans, as specified in City Standard Specifications, and as directed by the Engineer, and no additional payment will be made.

**10.11 PAVEMENT STRIPING**

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in the City Standard Specifications and shall conform to the applicable section of City Standard Drawings.

This item involves replacing existing striping, traffic markings, and pavement markers in accordance with the applicable portions of the State Standard and the provisions of Section 56 and 84 of the State of California Standard Specifications.

Pavement Striping includes all labor, materials, equipment, tools, incidentals, including furnishing and re-installing existing traffic stripes, stop bars, crosswalks, minor concrete work, and pavement markings of the type and at the locations shown on the plans, and also furnish and installation of blue dot markers for fire hydrants, if any, establishing alignment for stripes and layout work as shown on the plans and as directed by the Engineer.

**10.12 MISCELLANEOUS FACILITIES AND OPERATIONS**

The contract lump sum price paid for Miscellaneous Facilities and Operations shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Miscellaneous Facilities and Operations, including, but not limited to, saw cutting, removal of wood headers and retaining wall, monument relocation, maintaining or relocation of irrigation facilities, coordinating with other agencies, furnishing and maintaining inlet protection and street sweeping/vacuuming, final clean-up, and any other work necessary for completion of the work not specifically described on the plans or specifications, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10.13 SUPPLEMENTAL WORK**

This bid item is provided for new and unforeseen work which when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. The Contractor shall do such extra work and furnish labor, material, and equipment therefor upon receipt of an approved contract change order or other written order of the Engineer.

The dollar amount shown in the Proposal is an estimate only, and shall be included in each bidder's proposal. Supplemental Work shall be performed only upon direct written authorization from the Engineer.

Payment will be based on the total amount of Supplemental Work actually performed, and will not be subject to the provisions of Subsection.

**PROPOSAL TO THE CITY OF KINGSBURG**  
**hereinafter called the Owner, for**  
**WELL 12 RAW WATER LINE IMPROVEMENTS**

The work to be done and referred herein is in the City of Kingsburg, Fresno County, State of California, and extends over existing rights of way within the City.

The work is to be constructed in accordance with the Special Provisions and contract annexed hereto and also in accordance with the 2010 State Standard Plans and 2006 Standard Specifications, of the State of California, Department of Transportation.

The work to be done is shown on a set of Plans, entitled: "Well 12 Raw Water Line Improvements"

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:

**BID FORM**  
**WELL 12 RAW WATER LINE IMPROVEMENTS**

Bidder: \_\_\_\_\_

**BASE BID SCHEDULE**

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1.	1	LS	Mobilization (\$30,000 Maximum)	_____	_____
2.	1	LS	Traffic Control	_____	_____
3.	1	LS	Dust Control	_____	_____
4.	1	LS	Clearing and Grubbing	_____	_____
5.	636	TON	Hot Mix Asphalt Trench Resurfacing	_____	_____
6.	2,953	LF	12" C900 PVC Pipe	_____	_____
7.	8	EA	12" Gate Valve	_____	_____
8.	2	EA	Furnish & Install Fire Hydrant Assembly	_____	_____
9.	1	EA	1" Water Service Connection	_____	_____
10.	4	EA	Connection to Existing Water Facilities	_____	_____
11.	1	LS	Pavement Striping	_____	_____
12.	1	LS	Miscellaneous Facilities and Operations	_____	_____
13.	1	LS	Supplemental Work	<u>\$20,000.00</u>	<u>\$20,000.00</u>

<sup>(F)</sup> – Final Pay Quantity

**Total: \$** \_\_\_\_\_

The Total Amount of Base Bid Schedule is

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (in words)

## ABBREVIATIONS USED IN BID SCHEDULE

CF - Cubic Foot

SF - Square Foot

VF – Vertical Foot

CY - Cubic Yard

SY - Square Yard

LF - Linear Foot

EA - Each

TN – Ton

LS - Lump Sum

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Contractors. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

**SIGNATURE PAGE**

**PROJECT: CITY OF KINGSBURG – WELL 12 RAW WATER LINE IMPROVEMENTS**

Accompanying this proposal is security (check one only) in amount equal to at least ten (10%) of the total amount of the bid:

Bid Bond ( ); Certified Check ( ); Cashier's Check ( ); Cash (\$ )

The names of all person interested in the foregoing proposal as principals are as follows;

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Licensed in accordance with an act providing for the registration of Contractors,

Class\_\_\_\_\_ License No.\_\_\_\_\_ Expires\_\_\_\_\_

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)

\_\_\_\_\_  
Signature of Bidder Dated

**NOTE:** If bidder is a corporations, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**PROJECT: CITY OF KINGSBURG – WELL 12 RAW WATER LINE IMPROVEMENTS**

To the City Council of the City of Kingsburg:

**NONCOLLUSION AFFIDAVIT**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

\_\_\_\_\_ (NAME)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_ (Owner, Partner, Corporate Officer  
(list title), Co-Venturer)

of \_\_\_\_\_  
(Bidding Entity)

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

(Title 23 United States Code Section 112)  
(Calif Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

**NOTE:** The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**LIST OF SUBCONTRACTORS**

**PROJECT: CITY OF KINGSBURG – WELL 12 RAW WATER LINE IMPROVEMENTS**

**BIDDER:** \_\_\_\_\_

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

**SUBCONTRACTOR 1:** \_\_\_\_\_

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

Class: \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR 2:** \_\_\_\_\_

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

Class: \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR 3:** \_\_\_\_\_

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

Class: \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR 4:** \_\_\_\_\_

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

Class: \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR 5:** \_\_\_\_\_

Business Address: \_\_\_\_\_  
Class: \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

SUBCONTRACTOR 6: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class: \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

SUBCONTRACTOR 7: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class: \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

SUBCONTRACTOR 8: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class: \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

SUBCONTRACTOR 9: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class: \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

SUBCONTRACTOR 10: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class: \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

hereinafter referred to as Principal, and

\_\_\_\_\_

as Surety, are held and firmly bound unto the City of Kingsburg

in the sum of \_\_\_\_\_,

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal will, within 10 days upon receipt of Notice of Award for:

**CITY OF KINGSBURG**

**WELL 12 RAW WATER LINE IMPROVEMENTS**

and in accordance with the terms of the specifications, Information for Bidders, and the bid and acceptance thereof, enter into a contract for the performance and completion of said work and give required bonds, then this obligation shall be void, otherwise, the penalty of this bond, which accompanies the bid, shall be declared forfeited to the Obligee.

WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Title

(Seal)

By:

\_\_\_\_\_  
Surety

\_\_\_\_\_

(This guaranty shall be executed by the successful bidder in accordance with the instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

**GUARANTY**

**TO THE OWNER: CITY OF KINGSBURG**

**PROJECT: WELL 12 RAW WATER LINE IMPROVEMENTS**

The undersigned guarantees the constructions and installation of the following work included in this project:

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Contractor \_\_\_\_\_

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

## **AGREEMENT**

THIS AGREEMENT made at Kingsburg, in Fresno County, California, by and between  
hereinafter called the Contractor, and the City of Kingsburg hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

### **WELL 12 RAW WATER LINE IMPROVEMENTS**

all in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

**ARTICLE II.** The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Specifications, the Special Provisions, the Plans and Drawings, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2010, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth. No part of said Special Provisions which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

**ARTICLE III.** The Owner agrees to pay the Contractor in current funds for the performance of the contract sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

**ARTICLE IV.** If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should, fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the work or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

**ARTICLE V.** With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless, the Owner, Peters Engineering Group and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all offices and employees of the Owner, Peters Engineering Group and said other participating agencies, against any and all claims, demands, causes of action, damages, (including damages to City property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the City or participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his sub-contractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the City, the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any

judgment or decree which may be rendered against the County, the Owner, the participating agencies, their officers and employees in any such suit, action, or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, in triplicate, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this Article V, and shall further indicate insurance coverage with minimum limits as shown in either (a.) or (b.) as follows:

a. Bodily Injury Liability	\$1,000,000 Each person	\$1,000,000 Each occurrence
Property Damage Liability	\$1,000,000 Each person	\$1,000,000 Aggregate
b. A single limit for Bodily Injury Liability and Property Damage Liability combined of:	\$1,000,000 Each occurrence	\$1,000,000 Aggregate

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions.

The Certificate of Insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An additional Insured Endorsement to the Contractor's Liability insurance policy naming the Owner, the Engineer, the U.S. Department of Housing and Urban Development, the County of Fresno and all officers and employees of the above, shall also be furnished in triplicate.

The Certificate of Insurance shall further provide that thirty days notice of cancellation or reduction in coverage shall be given the Engineer.

**ARTICLE VI.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

**ARTICLE VII.** The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal 100% of the

contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

**ARTICLE VIII.** Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful

**ARTICLE IX.** Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on sufficient suitable weather conditions during the contract period (after the notice to proceed), it is agreed that the contract may be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHEREOF, they have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Kingsburg  
(Owner)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Alex Henderson, City Manager

\_\_\_\_\_  
(Taxpayer Federal I.D. No.)

ATTEST:  
\_\_\_\_\_  
Abigail Palsgaard, City Clerk

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

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as Principal, and

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

as Surety, are held and firmly bound unto the City of Kingsburg

in the sum of \_\_\_\_\_,

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal has executed that certain annexed Contract with the City of Kingsburg for furnishing all materials, equipment and labor for the construction of:

**CITY OF KINGSBURG**

**WELL 12 RAW WATER LINE IMPROVEMENTS**

for said City, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

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

WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

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

Note: Attach Power of Attorney and Notary Forms to Bond

**BOND FOR LABOR AND MATERIALS**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as Principal, and

\_\_\_\_\_

\_\_\_\_\_

as Surety, are held and firmly bound unto the City of Kingsburg

in \_\_\_\_\_ the \_\_\_\_\_ sum \_\_\_\_\_ of

\_\_\_\_\_

for lawful money of the United States of America, for 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, said Principal has executed that certain annexed Contract with the City of Kingsburg for furnishing all materials, equipment and labor for the construction of:

**CITY OF KINGSBURG**

**WELL 12 RAW WATER LINE IMPROVEMENTS**

for said City, and is required by said 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 of his subcontractors, fails to pay for any materials, provisions, or other supplies or teams 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 Employment Insurance Act 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 entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California,

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 Principal or the Surety thereunder, nor shall any extension of time granted under the provisions of said Contract release either the Principal or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

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

\_\_\_\_\_  
Principal

(Seal)

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

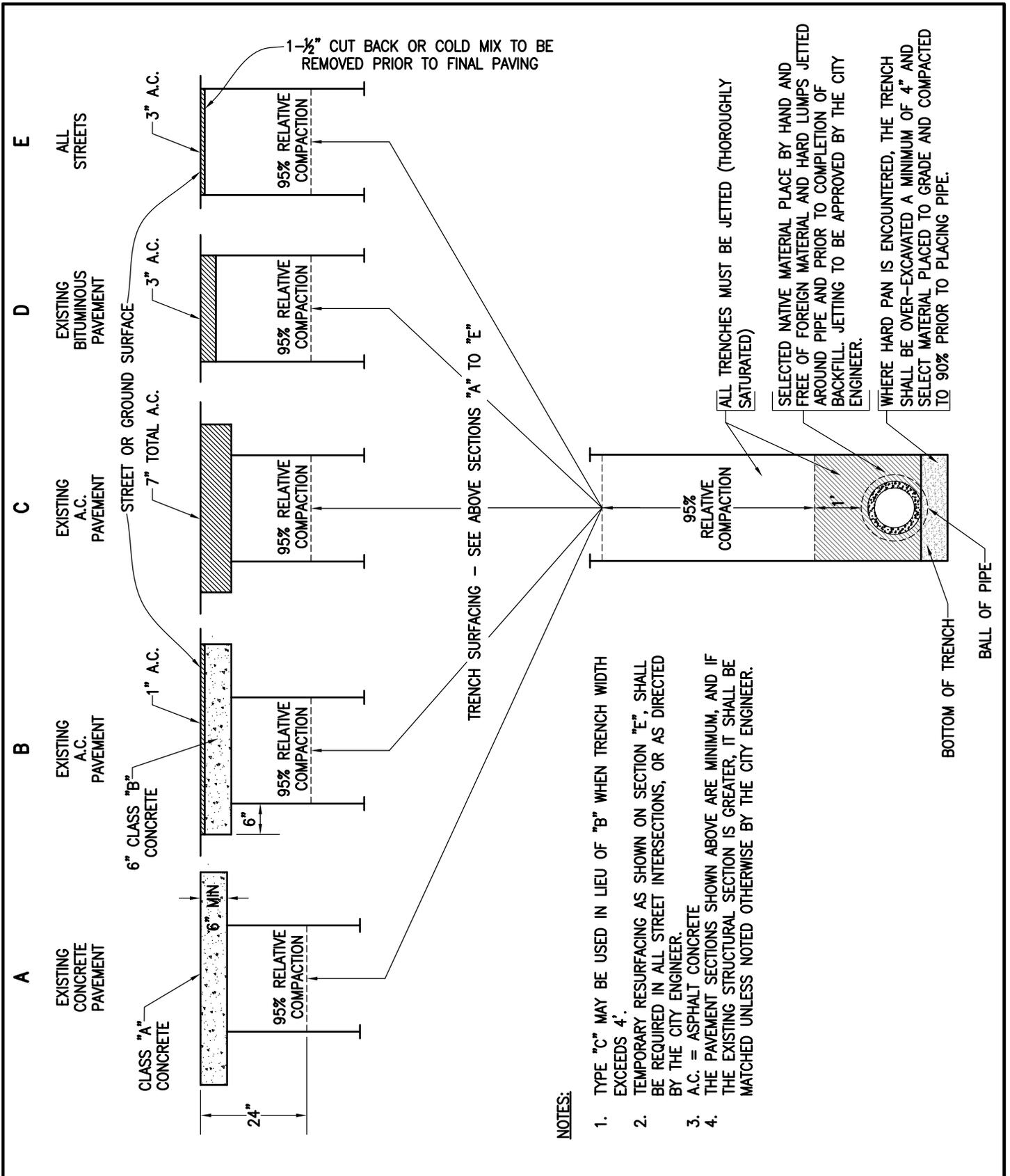
\_\_\_\_\_  
Surety

(Seal)

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

Note: Attach Power of Attorney and Notary Forms to Bond.

## **APPENDIX**



**NOTES:**

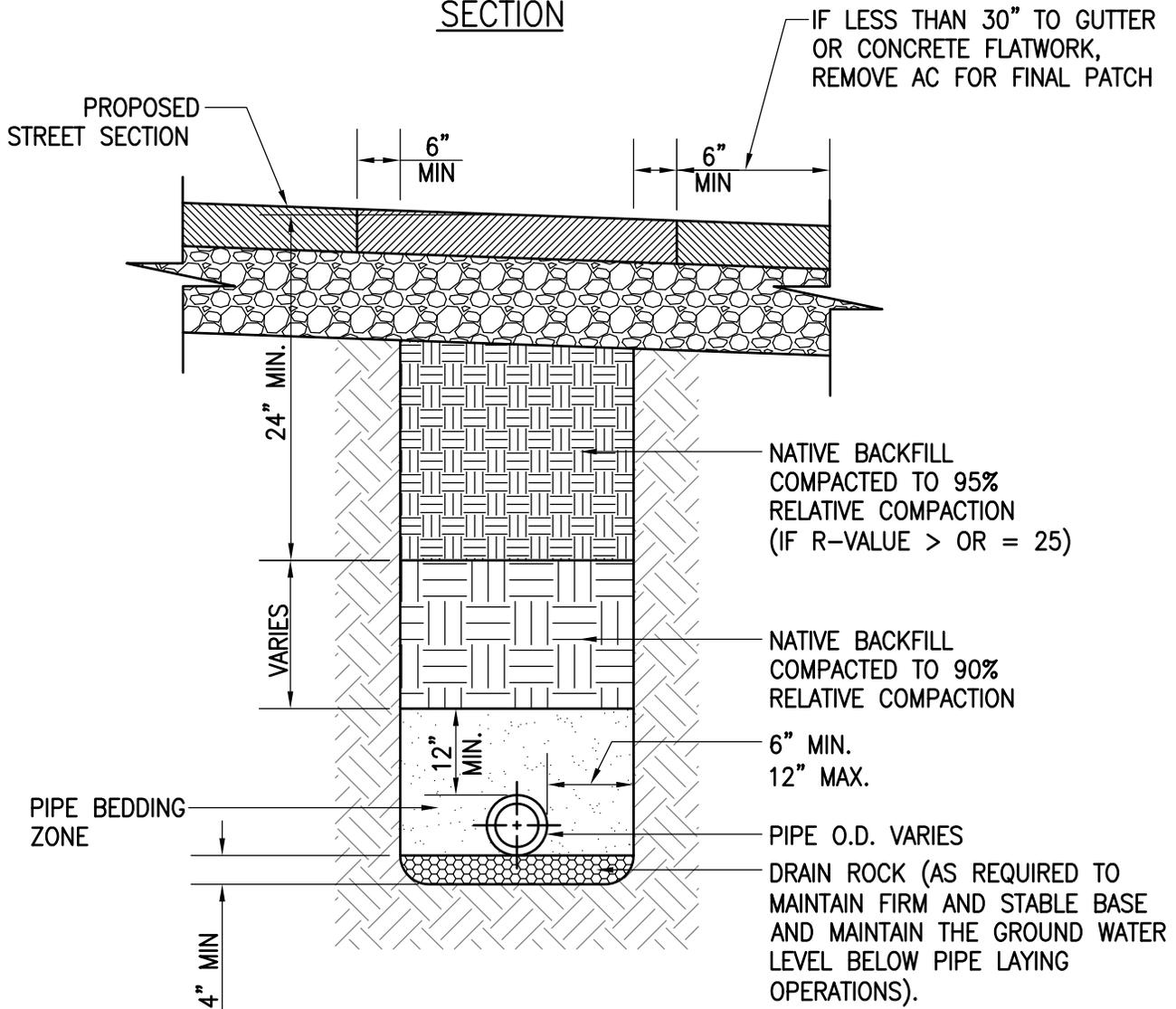
1. TYPE "C" MAY BE USED IN LIEU OF "B" WHEN TRENCH WIDTH EXCEEDS 4'.
2. TEMPORARY RESURFACING AS SHOWN ON SECTION "E", SHALL BE REQUIRED IN ALL STREET INTERSECTIONS, OR AS DIRECTED BY THE CITY ENGINEER.
3. A.C. = ASPHALT CONCRETE
4. THE PAVEMENT SECTIONS SHOWN ABOVE ARE MINIMUM, AND IF THE EXISTING STRUCTURAL SECTION IS GREATER, IT SHALL BE MATCHED UNLESS NOTED OTHERWISE BY THE CITY ENGINEER.

REVISIONS	
FEB 2009	

**CITY OF KINGSBURG**  
**TRENCH BACKFILL AND**  
**SURFACE REPLACEMENT**

STD  
No.  
**M-10**

SECTION



IF LESS THAN 30" TO GUTTER OR CONCRETE FLATWORK, REMOVE AC FOR FINAL PATCH

NATIVE BACKFILL COMPACTED TO 95% RELATIVE COMPACTION (IF R-VALUE > OR = 25)

NATIVE BACKFILL COMPACTED TO 90% RELATIVE COMPACTION

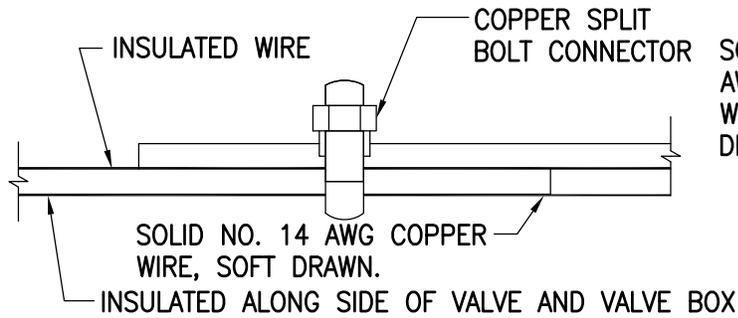
6" MIN. 12" MAX.

PIPE O.D. VARIES  
DRAIN ROCK (AS REQUIRED TO MAINTAIN FIRM AND STABLE BASE AND MAINTAIN THE GROUND WATER LEVEL BELOW PIPE LAYING OPERATIONS).

NOTE:

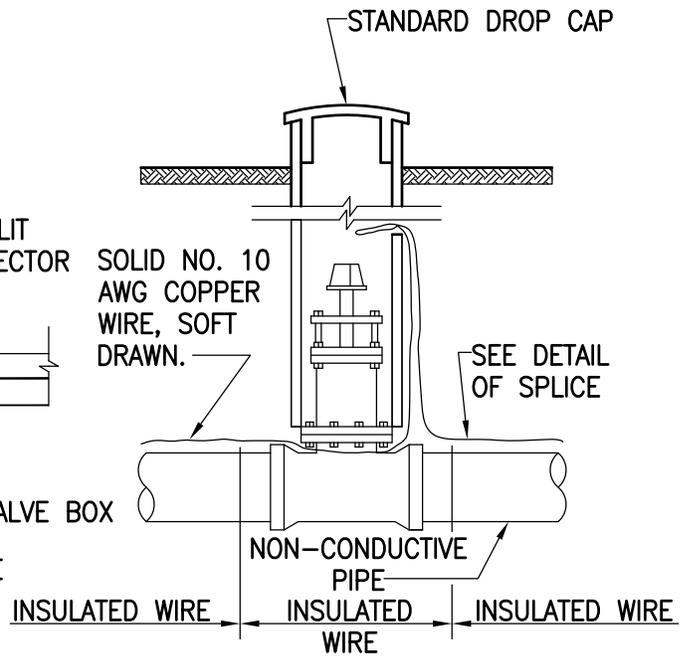
1. TRENCH SECTION SHALL BE BACKFILLED AND MECHANICALLY COMPACTED TO GRADE.
2. THE CLEAR WIDTH OF THE TRENCH SHALL BE A MAXIMUM OF THE PIPE O.D. PLUS 2 FEET. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED OR IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THEN EMBEDMENT SHALL BE COMPACTED TO A POINT OF AT LEAST 2 1/2 PIPE DIAMETERS FROM THE PIPE ON BOTH SIDES OF THE PIPE OR TO THE TRENCH WALLS, WHICHEVER IS LESS.
3. IN LANDSCAPED AREAS, THE NATIVE BACKFILL SHALL BE COMPACTED TO 85% RELATIVE COMPACTION.

REVISIONS		CITY OF KINGSBURG	STD No.
FEB 09			
		TRENCH BACKFILL EXISTING STREETS	UT-1

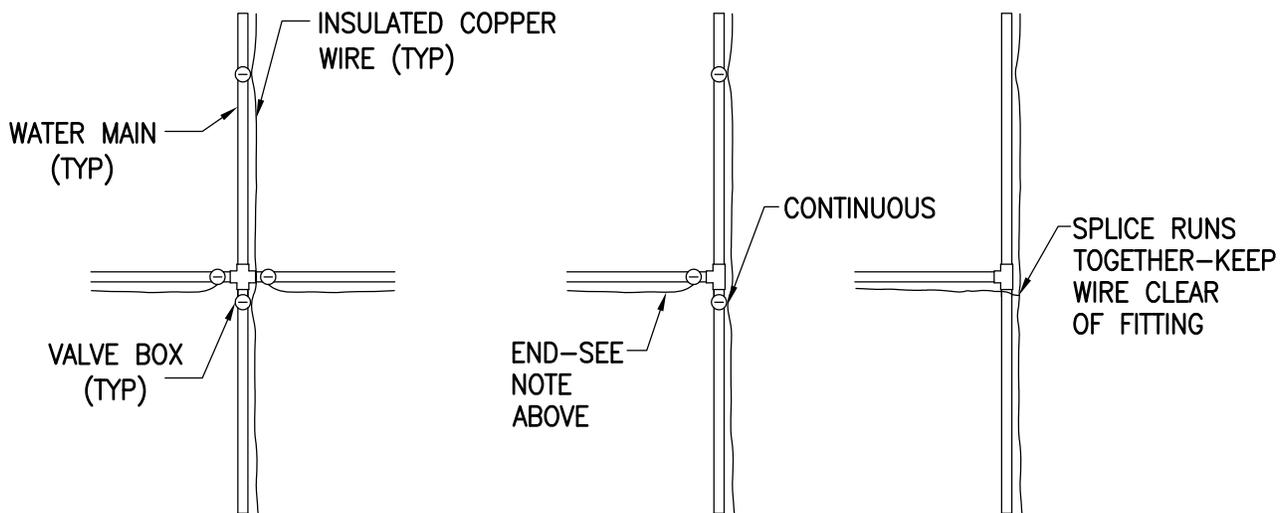


NOTE: IF WIRE ENDS AT VALVE BOX, RUN SINGLE INSULATED LEAD UP TO GROUND.

DETAIL OF CONNECTION



INSTALLATION AT VALVE BOX

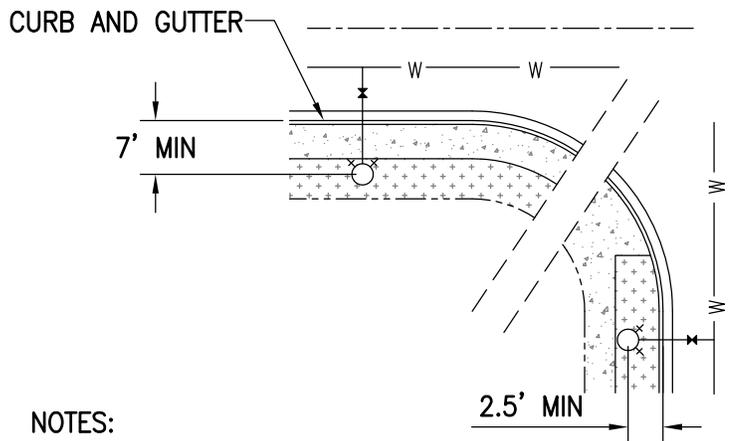
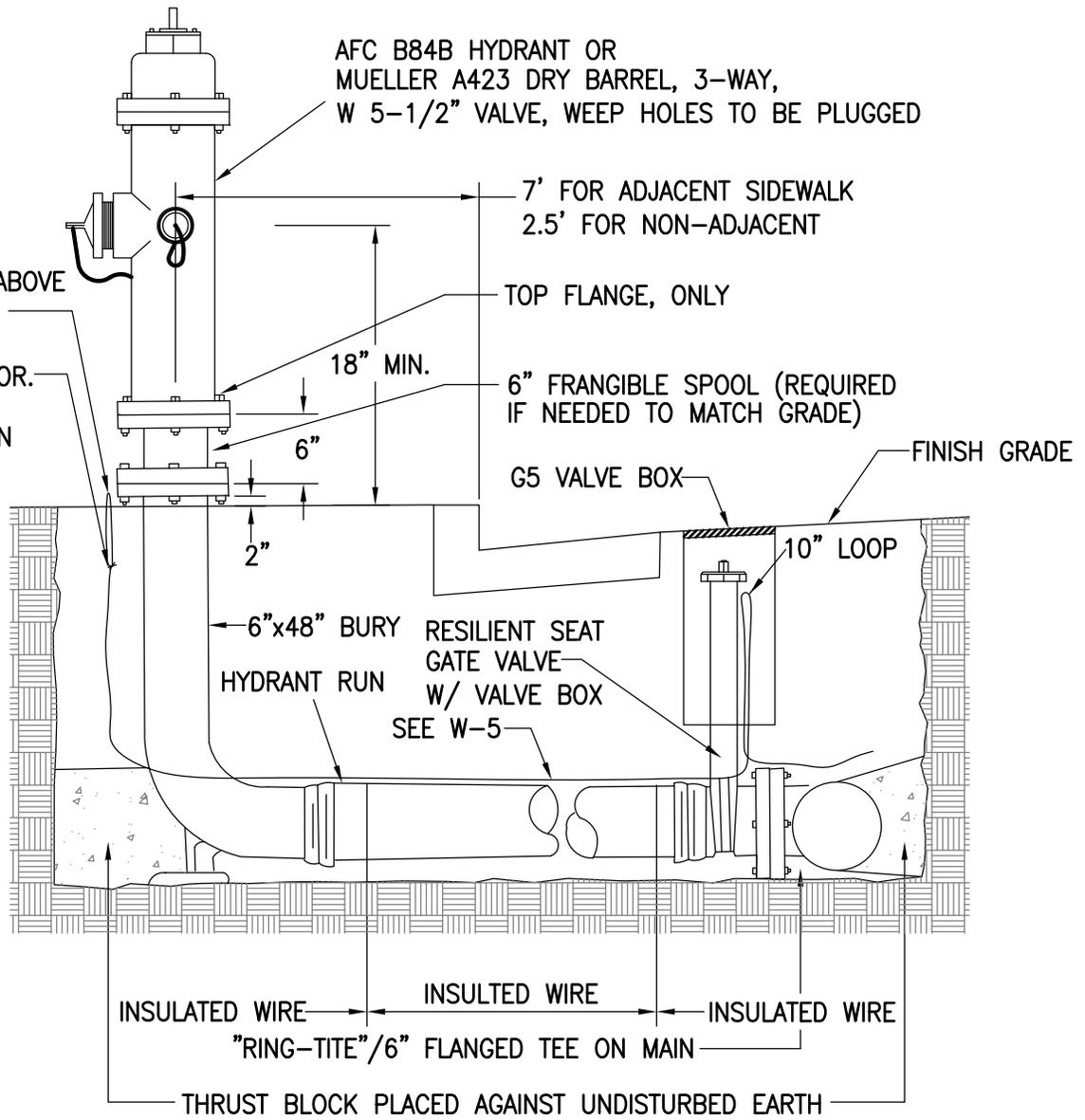


TYPICAL PLACING AT MAIN INTERSECTIONS

NOTE:

1. LOCATING WIRE TO BE LAID AT TOP OF PIPE.

REVISIONS		CITY OF KINGSBURG	STD No.
FEB 09			
		PIPE LOCATING WIRE FOR NON-CONDUCTIVE WATER MAINS	W-6



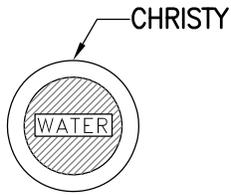
**LEGEND**

-  FIRE HYDRANT
-  CONCRETE SIDEWALK
-  LANDSCAPE STRIP
-  CENTERLINE
-  PROPERTY LINE
-  WATER MAIN
-  6" GATE VALVE

**NOTES:**

1. THERE SHALL BE NO LANDSCAPE OR OTHER OBSTRCTIONS WITHIN 3-FEET OF THE FIRE HYDRANT.
2. BOLLARDS MAYBE REQUIRED IN THE ABSENCE OF CONCRETE CURB AND GUTTER PER CITY ENGINEER.

REVISIONS	<b>CITY OF KINGSBURG</b>	<b>STD No.</b>
OCT 10	<b>FIRE HYDRANT INSTALLATION</b>	W-8



**VALVE BOX AND COVER**

CONCRETE TO TOP  
OFF WITH LAMP BLACK

10-<sup>3</sup>/<sub>8</sub>"  
CHRISTY

\*48"

COPPER WIRE

\* IF GREATER THAN 48"  
VALVE EXTENSION SHALL  
BE REQUIRED.

2'-6" DIA. MINIMUM ENCASEMENT 3000  
PSI CONCRETE. REMOVE BARRICADES  
AFTER 24 HOURS.

COPPER WIRE

WHITE PVC DEPTH  
EXTENSION

2"x8"x12"  
CONCRETE BLOCK.

**TYPICAL SECTION 12-INCH VALVE AND SMALLER**

3000 PSI  
CONCRETE.

1'-6" MIN.

AREA BEARING AGAINST  
UNDISTURBED EARTH  
SHALL BE A MIN. OF  
9' SQUARE.

3/4" Ø  
S.S. ROD.

4" VARIES 4"

**TYPICAL SECTION GREATER THAN 12-INCH VALVE**

**NOTES:**

1. VALVE BOX AND COVER SHALL BE CHRISTY CONCRETE PRODUCTS NO. G-5.
2. ALL VALVES SHALL HAVE FLANGED CONNECTIONS AT ALL TEES AND CROSSES.
3. ALL VALVES SHALL BE SEPARATED FROM COLLARS AS NOTED:
  - A. 6'6" (1/2 SECTION)
  - B. 3'3" (1/4 SECTION)
4. VALVE SHALL BE RESILIENT SEAT GATE (12" OR LESS) OR BUTTERFLY (GREATER THAN 12") PER CITY SPECIFICATION.
5. CLEAN INSIDE OF EXTENSIONS SO STEM IS CLEAN OF DIRT.
6. SET VALVE BOX TO FINISH GRADE.
7. COMPACT EARTH AROUND BASE WITH MECHANICAL TAMPER TO 95% RELATIVE COMPACTION AND ENCASE IN OF CONCRETE TO MATCH EXIST GRADE, CONCRETE TO TOP OFF WITH LAMP BLACK.
8. VALVE BOXES IN DIRT OR UNDEVELOPED AREAS SHALL HAVE CONCRETE ENCASEMENT Poured TO GRADE (NO 2" AC).

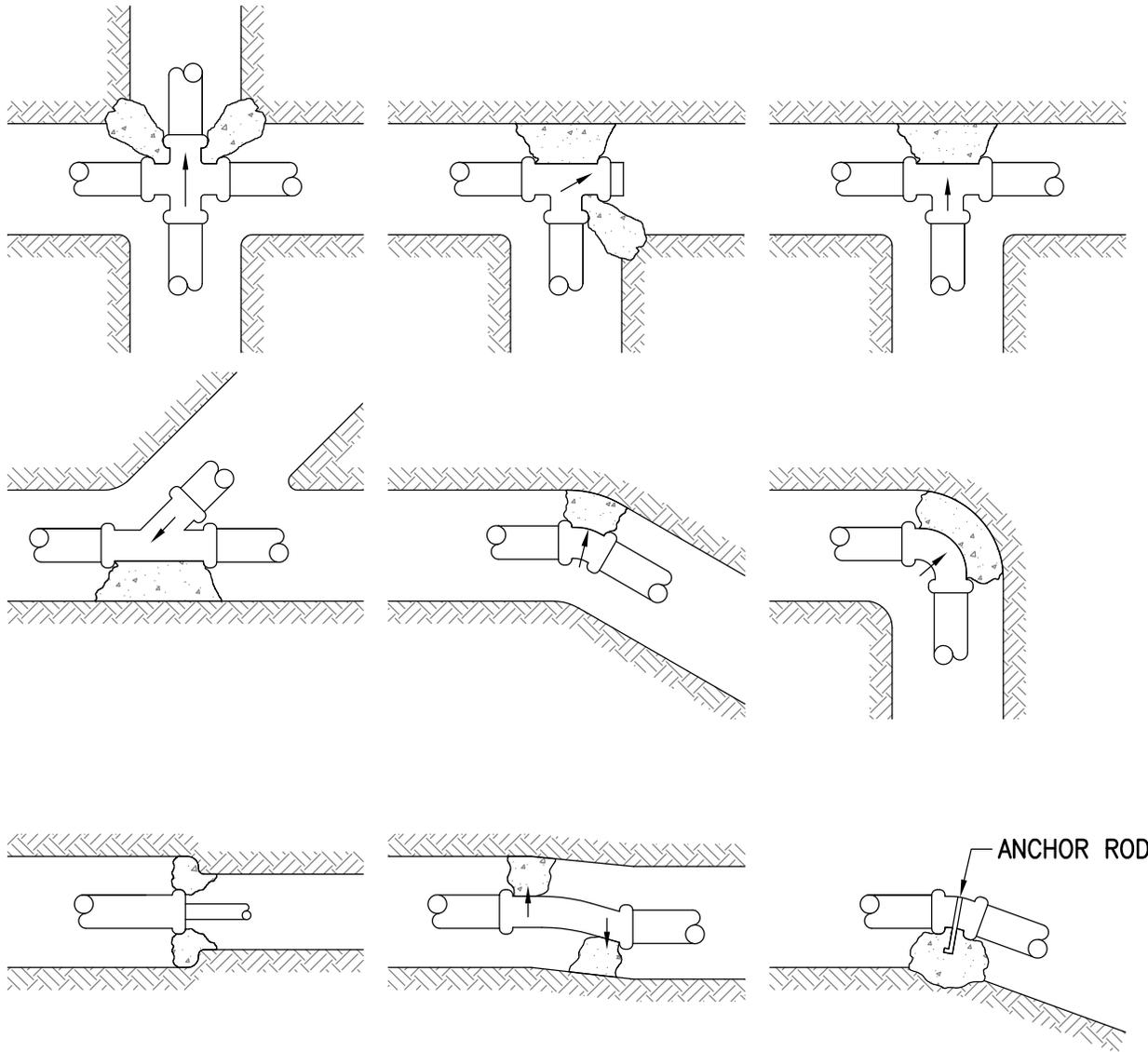
REVISIONS		CITY OF KINGSBURG	STD No.
FEB 08			
		VALVE BOX INSTALLATION	W-10

MINIMUM THRUST BLOCK AREAS (IN SQUARE FEET)					
PIPE SIZE	TEE	90° BEND	45° BEND	22 ½° BEND	DEAD END
4"	1.5	2	1.5	1	1.5
6"	3	4.5	2.5	1.5	3
8"	5	7	4	2	5
10"	8.5	11.5	6.5	3.5	8.5
12"	11.5	16.5	9	4.5	11.5

NOTES:

1. AREAS ARE FOR 150 POUNDS PER SQUARE INCH WATER PRESSURE AND SANDY SOIL. AREAS SHALL BE DOUBLED FOR CLAYEY SOIL.
2. BLOCKING SHALL BE MADE OF CLASS B CONCRETE AND SHALL BE PLACED BETWEEN UNDISTURBED GROUND AND THE FITTING TO BE ANCHORED. THE BLOCKING SHALL BE PLACED SO THAT THE JOINTS OF THE PIPE AND FITTINGS WILL BE ACCESSIBLE FOR REPAIR.
3. THRUST BLOCKS SHALL BE CONSTRUCTED AT PIPE DIAMETER CHANGES AND AT OTHER FITTINGS NOT LISTED, AND SHALL BE PLACED AS DIRECTED BY THE ENGINEER.

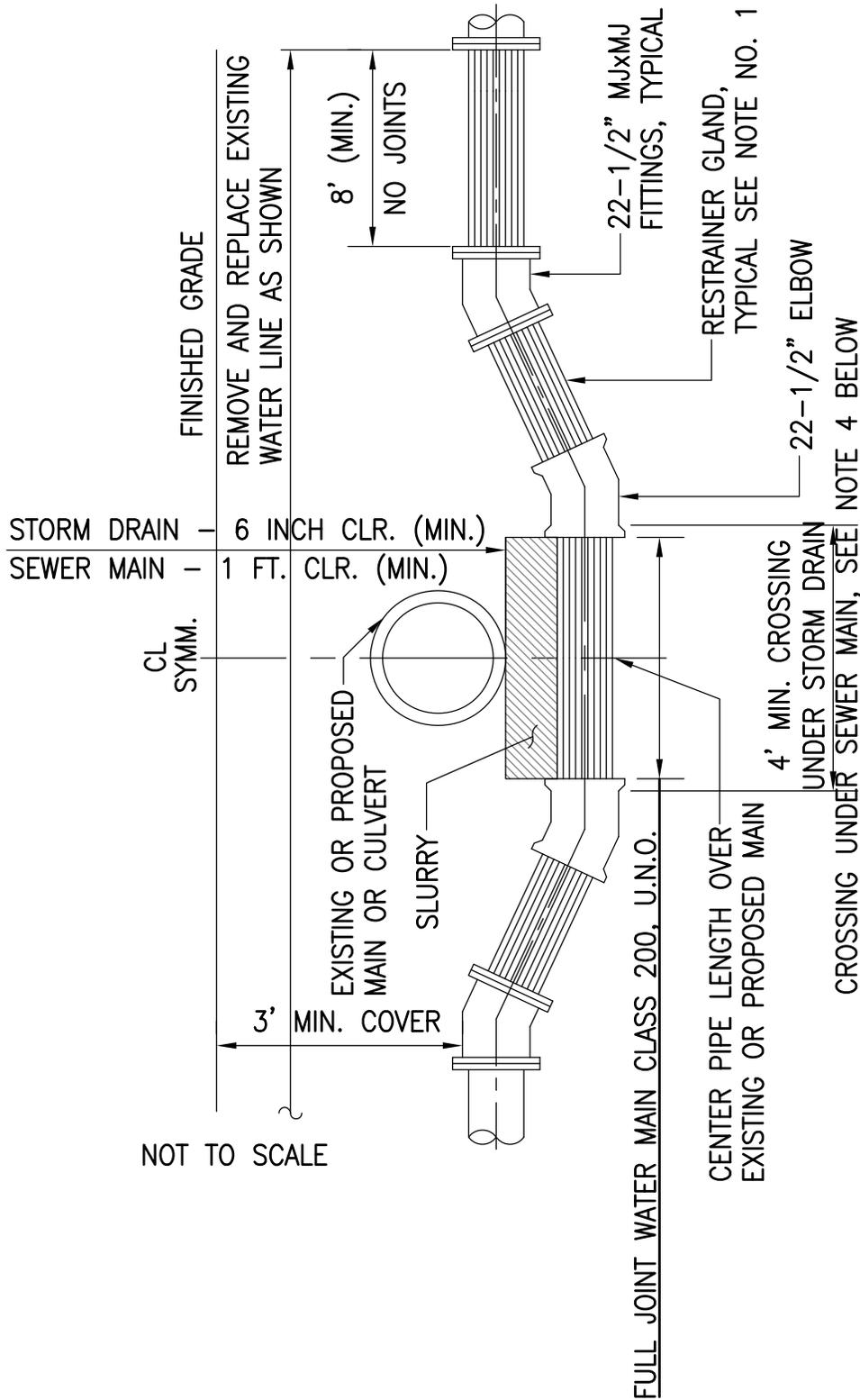
REVISIONS		CITY OF KINGSBURG	STD No.
FEB 09			
		THRUST BLOCKING	W-11



**NOTES:**

1. CONTRACTOR SHALL ARRANGE FOR SERVICES OF MANUFACTURER'S QUALIFIED INSTRUCTOR.
2. SIZES OF ANCHOR AND THRUST BLOCKS SHALL BE AS RECOMMENDED BY PIPE MANUFACTURER.
3. ANCHOR AND THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL.
4. CONCRETE SHALL ATTAIN 2000 PSI COMPRESSIVE STRENGTH.
5. ANCHOR RODS SHALL BE 1/2" DIA. REINFORCING STEEL, ENCASED IN CONCRETE.
6. KEEP CONCRETE CLEAR OF ALL PIPE OPENINGS.

REVISIONS		CITY OF KINGSBURG	STD No.
FEB 09			
		TYPICAL CONCRETE THRUST BLOCK	W-12



**NOTE:**

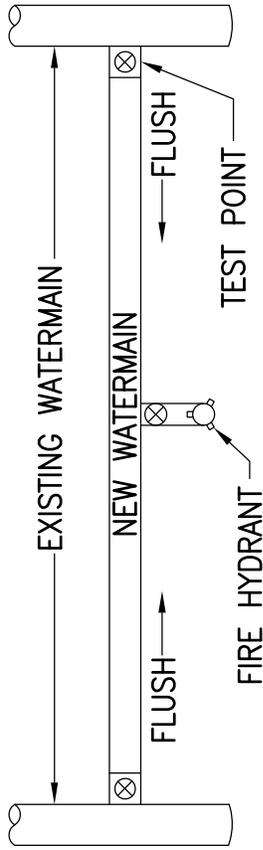
1. INSTALL RESTRAINER GLANDS AS SHOWN PER AWWA SPECIFICATION C600-87, MIN. 6-1/2" DIA. RESTRAINER. ENCASE IN 8 MIL. FILM.
2. SEE CITY WATER STANDARDS FOR DETAILS NOT SHOWN.
3. DISINFECT AND TEST ASSEMBLY PRIOR TO REPLACING TRENCH PAVING.
4. REFER TO W-6 & W-7 FOR SPECIAL CONSTRUCTION REQUIREMENTS FOR SEWER AND WATER SEPARATION.
5. SLURRY SHALL BE REQUIRED IF MINIMUM CLEARANCE IS NOT MET.

REVISIONS	
FEB 09	

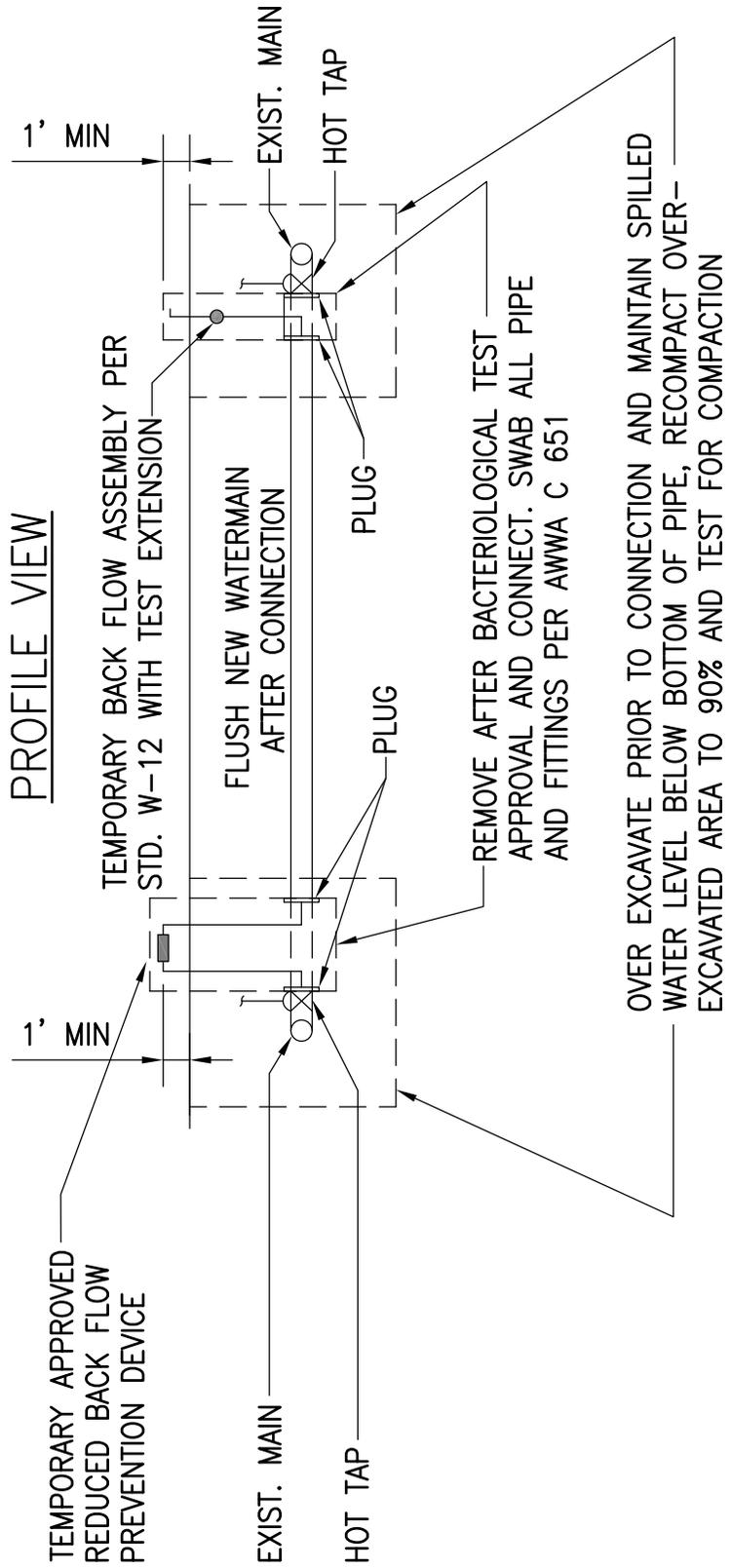
**CITY OF KINGSBURG**  
**CONSTRUCTION REQUIREMENTS FOR LOWERING WATER MAINS**

STD No.  
W-20

PLAN VIEW



PROFILE VIEW



REVISIONS	
FEB 09	

**CITY OF KINGSBURG**  
**WATERMAIN CONNECTION**  
**PROCEDURE - A**

STD  
 No.  
 W-21