

TWAIN HARTE COMMUNITY SERVICES DISTRICT

WATER – SEWER – FIRE – PARK
22912 Vantage Pointe Drive, Twain Harte, CA 95383
Phone (209) 586-3172 Fax (209) 586-0424

REGULAR MEETING OF THE BOARD OF DIRECTORS THCSD CONFERENCE ROOM 22912 VANTAGE POINTE DR., TWAIN HARTE January 8, 2025 - 9:00 A.M.

NOTICE: This meeting will be accessible via ZOOM for virtual participation.

- Videoconference Link: <https://us02web.zoom.us/j/83542659174>
- Meeting ID: 835 4265 9174
- Telephone: (669) 900-6833

AGENDA

The Board may take action on any item on the agenda.

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment

This time is provided to the public to speak regarding items not listed on this agenda.

5. Consent Agenda

A. Presentation and approval of financial statements through December 31, 2024.

B. Approval of the minutes of the Regular Meeting held on December 11, 2024.

6. New Business

A. Discussion/action to adopt Resolution #25-01 - Approval of Fiscal Year 2024-25 Mid-Year Budget Adjustment.

B. Discussion/action to adopt Resolution #25-02 – Approval of Revised Fiscal Year 2024-25 Salary Plan to Add an Administrative Services Manager Position.

C. Discussion/action to adopt Resolution #25-03 – Awarding a Construction Contract to Peterson Excavation Inc. in the Amount of \$320,343 for the Office and Training Site Stormwater Improvement (Project #400-57-0001).

- D. Introduction of Ordinance #26-02 – Setting Forth Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act.
- E. Discussion/action to adopt revisions to Policy #3040 – Purchasing and Expense Authorization.
- F. Annual review of Policy #4010 – General Duties of the Board of Directors.
- G. Annual review of Policy #4030 – Code of Ethics and Conduct.
- H. Discussion to welcome and provide Board-led orientation to new Board member.
- I. Annual Board self-assessment of performance and identification of improvement opportunities.
- J. Discussion regarding update of the District’s Strategic Plan.

7. Reports

- A. President and Board member reports.
- B. Fire Chief’s report.
- C. Water/Sewer Operations Manager’s report.
- D. General Manager’s report.

8. Adjourn

HOW TO VIRTUALLY PARTICIPATE IN THIS MEETING

The public can virtually observe and participate in a meeting as follows:

- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Smart Phone/Tablet:** Join the videoconference by clicking the videoconference link located at the top of this agenda OR log in through the Zoom mobile app and enter the Meeting ID# and Password found at the top of this agenda. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Telephone:** Listen to the meeting by calling Zoom at (4669) 900-6833. Enter the Meeting ID# listed at the top of this agenda, followed by the pound (#) key.

* NOTE: your personal video will be disabled and your microphone will be automatically muted.

FOR MORE DETAILED INSTRUCTIONS, CLICK [HERE](#)

SUBMITTING PUBLIC COMMENT

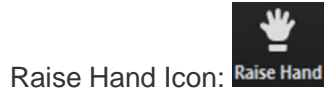
The public will have an opportunity to comment before and during the meeting as follows:

- **Before the Meeting:**

- Email comments to ksilva@twainhartecsd.com, write “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments.
- Mail comments to THCS Board Secretary: P.O. Box 649, Twain Harte, CA 95383

- **During the Meeting:**

- Computer/Tablet/Smartphone: Click the “Raise Hand” icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the “Q&A” icon and type your comment. You may need to tap your screen or click on “View Participants” to make icons visible.



- Telephone: Press *9 if to notify the host that you have a comment. The host will unmute you during the public comment period and invite you to share comments.
- In-Person: Raise your hand and the Board Chairperson will call on you.

* NOTE: If you wish to speak on an item on the agenda, you are welcome to do so during consideration of the agenda item itself. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during the Public Comment will be limited to five minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. Public comments must be addressed to the board as a whole through the President. Comments to individuals or staff are not permitted.

MEETING ETIQUETTE

Attendees shall make every effort not to disrupt the meeting. Cell phones must be silenced or set in a mode that will not disturb District business during the meeting.

ACCESSIBILITY

Board meetings are accessible to people with disabilities. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (209) 586-3172.

WRITTEN MEETING MATERIALS

If written materials relating to items on this Agenda are distributed to Board members prior to the meeting, such materials will be made available for public inspection on the District’s website: www.twainhartecsd.com



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	05A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Presentation and Approval of Financial Statements through December 31, 2024.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Receive and approve the financial statements through December 31, 2024.

SUMMARY:

This item presents Fiscal Year (FY) 2024-25 financial statements for all District Funds through December 31, 2024. As a general summary of the financial statements:

- Operating expenses for all Funds except the Fire and Water Funds are below the target of 50% expended. The target percentage assumes an equal amount of spending each month throughout the year. It serves as a good checkpoint of how budget is being managed, but it is not a true reflection of the timing of costs incurred. At the beginning of the year, the District makes several, large upfront payments that cover the entire fiscal year. The actual expenditure percentage for the Water Fund is still impacted by these upfront costs, but not as significantly as at the beginning of the year.
- Sewer Fund operating expenses would be higher if the Sewer Fund’s largest expense (a quarterly wastewater treatment invoice from Tuolumne Utilities District) was included. If that bill was provided monthly, Sewer Fund expenses would be exactly at the target 50% of budget.
- Fire Fund operating expenses are much higher than target due to high wildfire activity and participation in mutual aid assignments (strike team). As of November 30th, strike team labor expenses total \$283,000, which have been or will be reimbursed with additional revenue for administration and equipment. The Fire Fund would be 53.3% of budget without strike team expenses – about 3% higher than the target percentage.
- Bank balances are healthy and in line with expectations. The month of December included several large reimbursements for strike team assignments and a grant for Twain Harte Meadows Park. Large deposits are expected in the coming months due to strike team and park grant project reimbursements.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
24/25 OPERATING EXPENDITURE SUMMARY
As of December 31, 2024**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 50%)
Park	103,466	46,179	57,287	44.63%
Water	1,224,841	657,762	567,079	53.70%
Sewer	1,125,274	414,419	710,855	36.83%
Fire	1,283,753	967,870	315,883	75.39%
Admin	842,879	386,054	456,825	45.80%
TOTAL	\$ 4,580,213	\$ 2,472,284	\$ 2,107,929	53.98%

Reflects Budget Adjustment #2 - Approved 11/13/24

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
24/25 CAPITAL EXPENDITURE SUMMARY
As of December 31, 2024**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 50%)
Park	552,000	369,708	182,292	66.98%
Water	798,000	199,221	598,779	24.97%
Sewer	393,000	-	393,000	0.00%
Fire	335,000	86,220	248,780	25.74%
Admin		-	-	
TOTAL	\$ 2,078,000	\$ 655,149	\$ 1,422,851	31.53%

Reflects Budget Adjustment #2 - Approved 11/13/24

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of December 31, 2024

Account	Beginning Balance	Receipts	Disbursements	Transfers	Current Balance
Five Star - Operating	609,672	1,354,675	(421,267)	(1,065,000)	478,080
US Bank - Operating	164,638	81,572	(44)		246,166
Five Star - Money Market	807,507	5,328		1,065,000	1,877,835
CA CLASS - Investment	1,206,308	4,739			1,211,047
LAIF - Investment	863,763				863,763
TOTAL	\$ 3,651,887	\$ 1,446,314	\$ (421,311)	\$ -	\$ 4,676,890



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	05B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Approval of the Minutes of the Regular Meeting Held on December 11, 2024.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Approve the minutes of the Regular Meeting held on December 11, 2024.

SUMMARY:

The California Government Code and District Policy #5060 (Minutes of Board Meetings) requires the District to keep a record of all its actions. As such, the District's Board Secretary prepared draft minutes for the Board's Regular Meeting held on December 11, 2024, in the format required by Policy #5060. The Board's responsibility is to review and approve the draft meeting minutes.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Minutes of the Regular Meeting held on December 11, 2024

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
December 11, 2024

CALL TO ORDER: President Sipperley called the meeting to order at 9:00 a.m. The following Directors, Staff, and Community Members were present:

DIRECTORS:

President Sipperley
Director Mannix
Director Bohlman
Director Dearborn
Director Mitchell

STAFF:

Tom Trott, General Manager
Neil Gamez, Fire Chief
Lewis Giambruno, Operations Manager

AUDIENCE: 22 Attendees

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

No public comment.

PRESENTATIONS

- A. Oath of office for Directors Dennis Mitchell, Gary Sipperley and Mary Dearborn.
- B. Badge pinning of Volunteer Firefighter Intern Aaron Dahl.
- C. Presentation of annual Fire Division employee recognition awards.

*Carol Hallet presented the volunteer community excellence award to Lise Lemmonier.
Chief Gamez presented the 2024 Firefighter of the Year Award to Captain Ernie Dixon.
Battalion Chief Josh Tucker presented the Paul Waite Memorial Award to Albert Desrosiers.*

CONSENT AGENDA:

- A. Presentation and approval of financial statements through November 30, 2024.
- B. Approval of the minutes of the Regular Meeting held on November 13, 2024.
- C. Submittal of Fiscal Year 2023-2024 Board and Employee Reimbursement Disclosure Report per Government Code Section 53065.5.

MOTION: Director Mannix made a motion to accept the consent agenda in its entirety.
SECOND: Director Bohlman

AYES: Sipperley, Mannix, Bohlman, Dearborn, Mitchell

NOES: None

ABSTAIN: None

ABSENT: None

NEW BUSINESS:

- A. Discussion/action to adopt Resolution #24-30 – Resolution of Appreciation for Albert Desrosiers.

MOTION: Director Dearborn made a motion to adopt Resolution #24-30 – Resolution of Appreciation for Albert Desrosiers.

SECOND: Director Mannix

AYES: Sipperley, Mannix, Bohlman, Dearborn, Mitchell

NOES: None

ABSTAIN: None

ABSENT: None

- B. Discussion/action to approve Resolution #24-31 - Resolution of Appreciation for Richard Knudson.

MOTION: Director Mannix made a motion to adopt Resolution #24-31 – Resolution of Appreciation for Richard Knudson.

SECOND: Director Dearborn

AYES: Sipperley, Mannix, Bohlman, Dearborn, Mitchell

NOES: None

ABSTAIN: None

ABSENT: None

- C. Discussion/action to appoint a representative and alternates to serve on the board of directors of the Tuolumne-Stanislaus Integrated Regional Water Management Authority.

MOTION: Director Sipperley made a motion to appoint Director Mitchell as a representative and Director Bohlman and General Manager Trott as alternates to serve on the board of directors of the Tuolumne-Stanislaus Integrated Regional Water Management Authority.

SECOND: Director Mannix

AYES: Sipperley, Mannix, Bohlman, Dearborn, Mitchell

NOES: None

ABSTAIN: None

ABSENT: None

- D. Discussion/action regarding installation of a communications board at the Community Center.

The Board supported the idea and directed the General Manager to determine details (location, type, etc.) with the Park and Recreation Committee/

- E. Discussion/action to approve the 2025 Board and Committee Calendar.

MOTION: Director Mannix made a motion to approve the 2025 Board and Committee Calendar.

SECOND: Director Bohlman

AYES: Sipperley, Mannix, Bohlman, Dearborn, Mitchell

NOES: None

ABSTAIN: None

ABSENT: None

- F. Discussion/action to appoint a Board President and Vice President for the 2025 calendar year.

MOTION: Director Bohlman made a motion to appoint Eileen Mannix as the Board President for the 2025 calendar year.

SECOND: Director Dearborn

AYES: Sipperley, Bohlman, Dearborn, Mitchell

NOES: None

ABSTAIN: Mannix

ABSENT: None

MOTION: Director Bohlman made a motion to appoint Mary Dearborn as the Board Vice President for the 2025 calendar year.

SECOND: Director Mannix

AYES: Sipperley, Bohlman, Mannix, Mitchell

NOES: None

ABSTAIN: Dearborn

ABSENT: None

REPORTS:

President and Board Member Reports

- Director Mannix and GM Trott attended the LAFCO meeting where they approved an amendment to the contract with RGS to provide executive officer services for LAFCO for the next six months. Director Dearborn will begin attending future LAFCO meetings.
- President Sipperley reported that there was no IRWM JPA meeting this month. He also updated the Board on the proposed Jamestown Sanitary District rate increase.

Fire Chief Report by Chief Gamez

- A verbal summary of the written report was provided.
- CERT - Carol Hallet provided a verbal summary of the written report that was provided.

Water/Sewer/Park Operations Report Provided by Operations Manager Giambruno

- A verbal summary of the written report was provided.

General Manager Report Provided by General Manager Trott

- A verbal summary of the written report was provided.

DEMONSTRATION

- A. Live fire demonstration of the District's electric vehicle fire blanket.
Cancelled.

ADJOURNMENT:

The meeting was adjourned at 10:36 a.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Gary Sipperley, President



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #25-01 – Approval of Fiscal Year 2024-25 Mid-Year Budget Adjustment.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #25-01 – Approval of Fiscal Year 2024-25 Mid-Year Budget Adjustment.

SUMMARY:

The attached Mid-Year Budget Adjustment is the result of the annual mid-year staff and Board review of the budget. Adjustments are made to account for unanticipated changes in revenues, expenses, and priorities, enabling staff to carry out District goals for the remainder of the fiscal year.

Detailed adjustments and associated descriptions are provided in the attached Mid-Year Budget. The following describes some of the general impacts requiring adjustments:

Revenue: Overall Increase of 12.8%

- Increase in property taxes (Water, Fire, Park) over original estimates
- Increase in Grants & Donations because less grant was completed last year than anticipated
- Increase in Grant & Donations due to unanticipated FEMA grants (Water, Sewer)
- Increase in Other Revenue due to higher interest than anticipated
- Increase in Other Revenue due to due to significant strike team assignments (Fire)
- Increase in Park facility rental fees

Operating Expenses: Overall Increase of 8.2%

- Increase in Water salaries due to overtime related to more leaks than normal
- Increase in Fire salary and benefits due to strike team assignments (Fire)
- Increased Fire Equip, Auto, Maint & Repairs due to major repairs on all engines, hazard tree removal at the station, major station generator repair.

Capital Expenses: Overall Increase of 15.9%

- Water: Finished the MCC Replacement project under budget, rolled over unfinished budget from last fiscal year and added an air intake valve replacement to the SCADA Upgrade.
- Sewer: Removed one project due to lack of grant funding and added an additional pump to the Lift Station Backup Pump project.
- Fire: Rolled over project budget for the Lucas Machine from last year and added budget to the Training/Admin Parking Lot project due to higher bids than anticipated.
- Park: Rolled over Twain Harte Meadows Park budget not completed last year and added a Bocce Court Renovation project.

Budget adjustments in each Fund have been reviewed by their respective Board Committee and each Committee recommends Board approval of the FY 2024-25 Mid-Year Budget Adjustment.

FINANCIAL IMPACT:

The revenue and expense adjustments proposed in the FY 2024-25 mid-year budget adjustment result in the following impacts to Capital Reserve Accounts for every fund:

- Water Fund: Transfer \$36,325 more from reserves than originally budgeted, primarily due to the addition of capital project work.
- Sewer Fund: Transfer \$17,107 less from reserves than originally budgeted.
- Fire Fund: Transfer \$18,755 less from reserves than originally budgeted.
- Park Fund: Transfer \$11,173 more from reserves than originally budgeted, primarily due to the addition of capital project work.

ATTACHMENTS:

- Resolution #25-01: FY 2024-25 Mid-Year Budget Adjustment

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 25-01**

APPROVAL OF FISCAL YEAR 2024-25 MID-YEAR BUDGET ADJUSTMENT

WHEREAS, the Twain Harte Community Services District (District) Board of Directors (Board) approved the Fiscal Year 2024-2025 (FY 24-25) Budget at a public hearing on June 12, 2024, for provision of District Water, Sewer, Fire, and Park and Recreation services for the fiscal year ending June 30, 2025; and

WHEREAS, District staff performs an annual mid-year review of the adopted budget, which includes review of actual expenditures and revenue, projection of future expenditures and revenue, identification of unanticipated additional projects and operational needs, and a recommendation to the Board to approve any necessary corresponding budget adjustments; and

WHEREAS, the attached FY 24-25 Mid-Year Budget Adjustment proposes an adjustment of various expense and revenue line items identified during this fiscal year's mid-year review process; and

WHEREAS, each of the Board's Committees reviewed and commented on the draft FY 24-25 Mid-Year Budget Adjustment revisions at their regular January meetings.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of Twain Harte Community Services District that:

1. The attached FY 24-25 Mid-Year Budget Adjustment, adjusting total revenue from \$5,405,460 to \$6,102,100 and total expenditures from \$6,588,223 to \$7,362,994 be adopted; and
2. Staff be authorized to make expenditures within said adjusted budget pursuant to law and current Board Policy.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District, County of Tuolumne, State of California at their Regular Meeting held on January 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment

	WATER			SEWER			FIRE			PARK			ADMIN			TOTAL
	FY 24/25	Proposed	% Diff	FY 24/25	Proposed	% Diff	FY 24/25	Proposed	% Diff	FY 24/25	Proposed	% Diff	FY 24/25	Proposed	% Diff	PROJECTED
Revenue																
Service Charges	\$ 1,632,581	\$ 1,634,400	0%	\$ 1,358,123	\$ 1,353,900	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ 2,988,300
Fees	18,800	20,100	7%	13,800	15,600	13%	-	-	0%	10,000	12,000	20%	-	-	0%	47,700
Taxes & Assessments	42,623	43,400	2%	-	-	0%	1,373,715	1,387,200	1%	157,091	157,700	0%	-	-	0%	1,588,300
Grants & Donations	-	22,000	22000%	-	4,500	4500%	222,270	292,100	31%	461,452	571,700	24%	-	-	0%	890,300
Other Revenue	46,000	63,300	38%	20,000	32,000	60%	48,000	491,200	923%	3,500	-	-100%	1,000	1,000	0%	587,500
Total Program Revenue	\$ 1,740,004	\$ 1,783,200	2%	\$ 1,391,923	\$ 1,406,000	1%	\$ 1,643,985	\$ 2,170,500	32%	\$ 632,043	\$ 741,400	17%	\$ 1,000	\$ 1,000	0%	\$ 6,102,100
Admin Revenue Allocation	470	470	0%	250	250	0%	180	180	0%	100	100	0%	(1,000)	(1,000)	0%	-
GRAND TOTAL REVENUE	\$ 1,740,474	\$ 1,783,670	2%	\$ 1,392,173	\$ 1,406,250	1%	\$ 1,644,165	\$ 2,170,680	32%	\$ 632,143	\$ 741,500	17%	\$ -	\$ -	0%	\$ 6,102,100
Operating Expenses																
Salaries	\$ 352,518	\$ 360,178	2%	\$ 189,603	\$ 191,191	1%	\$ 619,077	\$ 869,431	40%	\$ 19,942	\$ 20,091	1%	\$ 407,529	\$ 397,887	-2%	\$ 1,838,778
Benefits	211,484	212,191	0%	114,632	113,158	-1%	379,285	402,229	6%	11,374	11,393	0%	233,850	235,118	1%	974,089
Equip, Auto, Maint, & Repairs	200,700	200,600	0%	69,700	68,600	-2%	127,790	216,000	69%	31,050	31,050	0%	12,000	12,800	7%	529,050
Materials & Supplies	51,200	51,200	0%	6,100	6,200	2%	10,800	9,900	-8%	1,900	1,900	0%	4,300	4,200	-2%	73,400
Outside Services	43,200	43,200	0%	28,000	28,000	0%	26,200	29,700	13%	4,500	4,500	0%	99,300	105,200	6%	210,600
Other (Utilities, Prop/Liab Ins, TUD)	255,200	260,100	2%	700,300	699,500	0%	120,600	122,900	2%	34,700	32,500	-6%	85,900	86,300	0%	1,201,300
Debt Service	110,539	110,539	0%	16,939	16,939	0%	-	-	0%	-	-	0%	-	-	0%	127,478
Total Program Expenses	\$ 1,224,841	\$ 1,238,008	1%	\$ 1,125,274	\$ 1,123,588	0%	\$ 1,283,753	\$ 1,650,160	29%	\$ 103,466	\$ 101,434	-2%	\$ 842,879	\$ 841,505	0%	\$ 4,954,695
Administrative Cost Allocation	396,153	395,507	0%	210,720	210,376	0%	151,718	151,471	0%	84,288	84,150	0%	(842,879)	(841,505)	0%	-
GRAND TOTAL OPERATING EXPENSES	\$ 1,620,994	\$ 1,633,515	1%	\$ 1,335,994	\$ 1,333,964	0%	\$ 1,435,471	\$ 1,801,631	26%	\$ 187,754	\$ 185,584	-1%	\$ -	\$ -	0%	\$ 4,954,694
TOTAL OPERATING BALANCE	\$ 119,480	\$ 150,155		\$ 56,179	\$ 72,286		\$ 208,694	\$ 369,049		\$ 444,389	\$ 555,916		\$ -	\$ -		
Capital Expenses																
Capital Outlay	798,000	865,000	8%	393,000	392,000	0%	335,000	476,600	42%	552,000	674,700	22%	-	-	0%	2,408,300
Total Capital Expenses	\$ 798,000	\$ 865,000	8%	\$ 393,000	\$ 392,000	0%	\$ 335,000	\$ 476,600	42%	\$ 552,000	\$ 674,700	22%	\$ -	\$ -		\$ 2,408,300
GRAND TOTAL EXPENSES	\$ 2,418,994	\$ 2,498,515	3%	\$ 1,728,994	\$ 1,725,964	0%	\$ 1,770,471	\$ 2,278,231	29%	\$ 739,754	\$ 860,284	16%	\$ -	\$ -	0%	\$ 7,362,994
Transfer To/(From) Reserve	\$ (678,520)	\$ (714,845)		\$ (336,821)	\$ (319,714)		\$ (126,306)	\$ (107,551)		\$ (107,611)	\$ (118,784)		\$ -	\$ -		\$ (1,260,894)

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
WATER - REVENUE

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Service Charges					
Water Service Charge	\$ 1,632,581	\$ 1,634,400	\$ 1,819	0%	Projected Actuals
TOTAL SERVICE CHARGES	\$ 1,632,581	\$ 1,634,400	\$ 1,819	0%	
Fees					
Late Fee	\$ 10,000	\$ 10,000	\$ -	0%	
Door Notice Fee	2,700	3,500	800	30%	
Hookup Fees	3,500	3,500	-	0%	
Reconnection Fees	1,500	2,000	500	33%	
Property Transfer Fee	1,000	1,000	-	0%	
Returned Check Fee	100	100	-	0%	
TOTAL FEES	\$ 18,800	\$ 20,100	\$ 1,300	7%	
Taxes & Assessments					
Secured & Unsecured Taxes	\$ 42,623	\$ 43,400	\$ 777	2%	
Davis Grunsky Assessment			-	0%	
TOTAL TAXES & ASSESSMENTS	\$ 42,623	\$ 43,400	\$ 777	2%	
Grants & Donations					
Grant Revenue - Misc	\$ -	\$ 22,000	\$ 22,000	22000%	FEMA Storm Grants
TOTAL GRANTS & DONATIONS	\$ -	\$ 22,000	\$ 22,000	22000%	
Other Revenue					
Miscellaneous Revenue	\$ 14,000	\$ 15,300	\$ 1,300	9%	Actuals
Interest Revenue	32,000	48,000	16,000	50%	Trending much higher
Lease Revenue			-	0%	
Sale of Assets	-	-	-	0%	
TOTAL OTHER REVENUE	\$ 46,000	\$ 63,300	\$ 17,300	38%	
GRAND TOTAL REVENUE	\$ 1,740,004	\$ 1,783,200	\$ 43,196	2%	
Admin Transfer Out	\$ 470	\$ 470	\$ -		
GRAND TOTAL WITH ADMIN	\$ 1,740,474	\$ 1,783,670	\$ 43,196	2%	

Twain Harte Community Services District
 2024-2025 Mid-Year Budget Adjustment
WATER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Salaries - 51XXX					
Regular Time	\$ 314,049	\$ 313,989	(60)	0%	
Standby Pay	9,785	11,005	1,220	12%	Extra standby for plowing needs
Overtime	17,000	23,500	6,500	38%	Trending higher due to excessive leaks
Sick Leave/Vacation Pay	6,300	6,300	-	0%	
Intern Stipend	0	0	-	0%	
Uniform Allowance	3,824	3,824	-	0%	
Cell Phone Stipend	1,560	1,560	-	0%	
TOTAL SALARIES	\$ 352,518	\$ 360,178	\$ 7,660	2%	
Benefits - 52XXX					
Health & Vision Insurance	\$ 89,528	\$ 89,528	-	0%	
HRA Reimbursement	26,797	26,797	-	0%	
CALPERS Retirement	48,367	47,967	(401)	-1%	
FICA	21,856	22,331	475	2%	
Medicare	5,112	5,223	111	2%	
Workers Comp	18,905	19,426	521	3%	
Unemployment Ins/ETT	919	919	-	0%	
TOTAL BENEFITS	\$ 211,484	\$ 212,191	\$ 707	0%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
WATER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Equipment, Automotive, Maintenance & Repairs					
Equipment Maintenance & Repair	\$ 6,300	\$ 7,000	700	11%	
Facilities Maintenance & Repair					
Source of Supply	69,000	69,000	-	0%	
Pumping	4,100	4,100	-	0%	
Water Treatment	24,400	24,400	-	0%	
Transmission & Distribution	45,000	42,900	(2,100)	-5%	Trending Lower
General & Administrative	1,300	1,300	-	0%	
Vehicle Maintenance & Repair	12,000	12,000	-	0%	
Janitorial Cleaning Fees	0	0	-	0%	
Fuel	23,000	23,000	-	0%	
Equipment Under \$5,000			-	0%	
Source of Supply	0	0	-	0%	
Pumping	0	0	-	0%	
Water Treatment	7,500	7,500	-	0%	
Transmission & Distribution	4,100	5,600	1,500	37%	Need Traffic Control Equipment
General & Administrative	2,100	2,100	-	0%	
Personal Protective Equipment	1,900	1,700	(200)	-11%	
TOTAL EQUIP, AUTO, MAINT & REPAIRS	\$ 200,700	\$ 200,600	\$ (100)	0%	
Materials & Supplies - 54XXX					
Office Supplies - General	\$ 1,000	\$ 1,000	-	0%	
Office Supplies - Billing	\$ 200	\$ 200	-	0%	
Postage - General	400	300	(100)	-25%	
Postage - Billing	5,000	5,100	100	2%	
Food Supplies	400	400	-	0%	
Chemical Supplies	43,800	43,800	-	0%	
Janitorial Supplies	400	400	-	0%	
TOTAL MATERIALS & SUPPLIES	\$ 51,200	\$ 51,200	\$ -	0%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
WATER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Outside Services - 55XXX					
Legal Fees	2,000	2,000	-	0%	
IT Services	1,800	1,800	-	0%	
Engineering Services	35,500	35,500	-	0%	
Medical Exams	600	600	-	0%	
Other Professional Services	3,300	3,300	-	0%	
TOTAL OUTSIDE SERVICES	\$ 43,200	\$ 43,200	\$ -	0%	
Other - 56XXX					
Utilities			-	0%	
Source of Supply	\$ -	\$ -	-	0%	
Pumping	\$ 19,000	\$ 20,500	1,500	8%	Trending higher - higher well use
Water Treatment	\$ 17,700	\$ 15,500	(2,200)	-12%	Trending lower - MCC Upgrade WTP outage
Transmission & Distribution	\$ -	\$ -	-	0%	
General & Administrative	\$ 4,400	\$ 4,000	(400)	-9%	
Phone/Communications	8,100	7,600	(500)	-6%	
Computer Licenses & Maintenance	19,800	19,800	-	0%	
Property/Liability Insurance	51,500	48,800	(2,700)	-5%	Actuals lower than estimated
Property Tax	500	500	-	0%	
Memberships/Publications/Subscriptions	12,200	12,000	(200)	-2%	
Licenses & Certifications	1,700	1,700	-	0%	
Training, Conferences & Travel	4,100	4,100	-	0%	
Uncollectable accounts	500	500	-	0%	
Advertising & Public Education	2,500	2,400	(100)	-4%	
Laboratory Fees	25,300	25,300	-	0%	
Regulatory Fees	23,000	18,000	(5,000)	-22%	Lower Annual Water Treatment Permit
Purchased Water	53,500	67,500	14,000	26%	TUD Intertie Usage during MCC Outage
Bank & Credit Card Fees	11,400	11,400	-	0%	
Claims	-	500	500	500%	
TOTAL OTHER	\$ 255,200	\$ 260,100	\$ 4,900	2%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
WATER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Debt Service - 58XXX					
Interest on Long Term Debt	\$ 16,595	\$ 16,595	0	0%	
Principal on Long Term Debt	93,944	93,944	0	0%	
TOTAL DEBT SERVICE	\$ 110,539	\$ 110,539	\$ -	0%	
GRAND TOTAL EXPENSES					
	\$ 1,224,841	\$ 1,238,008	\$ 13,167	1%	
Admin Transfer Out	\$ 396,153	\$ 395,507	\$ (646)		
GRAND TOTAL WITH ADMIN					
	\$ 1,620,994	\$ 1,633,515	\$ 12,521	1%	
Capital Outlay - 57XXX					
WTP Motor Control Center Upgrade	153,000	140,000	(13,000)	-8%	Completed under budget
FH Improvements	15,000	15,000	-	0%	
SCADA Upgrade	370,000	450,000	80,000	22%	Rollover + actuated air intake valve replace
Cedar Pines Pressure Zone Upgrades	100,000	100,000	-	0%	
Manzanita Ct Waterline Upgrade	160,000	160,000	-	0%	
TOTAL CAPITAL OUTLAY	\$ 798,000	\$ 865,000	\$ 67,000	8%	
GRAND TOTAL WITH CAPITAL					
	\$ 2,418,994	\$ 2,498,515	\$ 79,521	3%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
SEWER - REVENUE

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Service Charges					
Sewer Service Charge	1,358,123	1,353,900	(4,223)	0%	Accounts for actual rate increase timing
TOTAL SERVICE CHARGES	\$ 1,358,123	\$ 1,353,900	\$ (4,223)	0%	
Fees					
Late Fee	\$ 6,500	\$ 7,000	\$ 500	8%	
Door Notice Fee	2,700	3,500	800	30%	
Hookup Fees	2,000	2,000	-	0%	
Reconnection Fees	1,500	2,000	500	33%	
Inspection Fees			-	0%	
Property Transfer Fee	1,000	1,000	-	0%	
Returned Check Fee	100	100	-	0%	
TOTAL FEES	\$ 13,800	\$ 15,600	\$ 1,800	13%	
Grants & Donations					
Grant Revenue	-	4,500	\$ 4,500	4500%	FEMA Storm Grant
TOTAL GRANTS & DONATIONS	\$ -	\$ 4,500	\$ 4,500	4500%	
Other Revenue					
Interest Revenue	20,000	32,000	12,000	60%	Trending Higher
Sale of Assets	-	-	-	0%	
Other			-	0%	
TOTAL OTHER REVENUE	\$ 20,000	\$ 32,000	\$ 12,000	60%	
GRAND TOTAL REVENUE	\$ 1,391,923	\$ 1,406,000	\$ 14,077	1%	
Admin Transfer Out	\$ 250	\$ 250	\$ -		
GRAND TOTAL WITH ADMIN	\$ 1,392,173	\$ 1,406,250	\$ 14,077		

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment

SEWER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Salaries - 51XXX					
Regular Time	\$ 167,332	\$ 167,299	(32)	0%	
Standby Pay	9,785	11,005	1,220	12%	More needed for standby during snow storms
Overtime	6,600	7,000	400	6%	
Sick Leave/Vacation Pay	3,000	3,000	0	0%	
Intern Stipend	0	0	0	0%	
Uniform Allowance	2,047	2,047	0	0%	
Cell Phone Stipend	840	840	0	0%	
TOTAL SALARIES	\$ 189,603	\$ 191,191	\$ 1,588	1%	
Benefits - 52XXX					
Health & Vision Insurance	\$ 47,843	\$ 47,843	0	0%	
HRA Reimbursement	14,329	14,329	0	0%	
CALPERS Retirement	25,584	25,375	(210)	-1%	
FICA	11,755	11,854	98	1%	
Medicare	2,749	2,772	23	1%	
Workers Comp	11,798	10,413	(1,385)	-12%	Actuals lower than estimated
Unemployment Ins/ETT	573	573	0	0%	
TOTAL BENEFITS	\$ 114,632	\$ 113,158	\$ (1,474)	-1%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment

SEWER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Equipment, Automotive, Maintenance & Repairs					
Equipment Maintenance & Repair	\$ 8,300	\$ 8,300	0	0%	
Facilities Maintenance & Repair					
General & Administrative	800	800	0	0%	
Lift Stations	9,000	9,000	0	0%	
Collections	19,200	19,200	0	0%	
Vehicle Maintenance & Repair	7,100	7,100	0	0%	
Janitorial/Cleaning Fees	0	0	0	0%	
Fuel	11,900	11,900	0	0%	
Equipment Under \$5,000	11,800	10,900	(900)	-8%	
Personal Protective Equipment	1,600	1,400	(200)	-13%	
TOTAL EQUIP, AUTO, MAINT & REPAIRS	\$ 69,700	\$ 68,600	\$ (1,100)	-2%	
Materials & Supplies - 54XXX					
Office Supplies - General	\$ 800	\$ 700	\$ (100)	-13%	
Office Supplies - Billing		\$ 100	\$ 100	100%	
Postage - General	4,600	100	\$ (4,500)	-98%	Split Budget Line Item
Postage - Billing	0	4,600	\$ 4,600	4600%	Split Budget Line Item
Food Supplies	300	300	0	0%	
Janitorial Supplies	400	400	0	0%	
TOTAL MATERIALS & SUPPLIES	\$ 6,100	\$ 6,200	\$ 100	2%	
Outside Services - 55XXX					
Legal Fees	\$ 1,500	\$ 1,500	\$ -	0%	
IT Services	1,300	1,300	0	0%	
Engineering Services	22,000	22,000	0	0%	
Medical Exams	500	500	0	0%	
Other Professional Services	2,700	2,700	0	0%	
TOTAL OUTSIDE SERVICES	\$ 28,000	\$ 28,000	\$ -	0%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment

SEWER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Other - 56XXX					
Utilities			\$ -	0%	
General & Administrative	\$ 2,700	\$ 2,400	\$ (300)	-11%	
Lift Stations	\$ 6,100	\$ 5,300	\$ (800)	-13%	
Phone/Communications	4,300	4,100	(200)	-5%	
Computer Licenses & Maintenance	17,900	18,200	300	2%	
Property/Liability Insurance	31,000	31,300	300	1%	
Property Tax	0	0	0	0%	
Dues & Memberships	6,300	6,200	(100)	-2%	
Licenses & Certifications	1,100	1,100	0	0%	
Training, Conferences & Travel	3,000	3,000	0	0%	
Uncollectable accounts	500	500	0	0%	
Advertising & Public Education	2,100	2,000	(100)	-5%	
Regulatory Fees	600	700	100	17%	
Sewer Service Charge	614,000	614,000	0	0%	
Bank & Credit Card Fees	10,700	10,700	0	0%	
Claims			0	0%	
TOTAL OTHER	\$ 700,300	\$ 699,500	\$ (800)	0%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment

SEWER - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Debt Service - 58XXX					
Interest on Long Term Debt	\$ 77	\$ 77	\$ -	0%	
Principal on Long Term Debt	16,862	16,862	0	0%	
TOTAL DEBT SERVICE	\$ 16,939	\$ 16,939	\$ -	0%	
GRAND TOTAL EXPENSES	\$ 1,125,274	\$ 1,123,588	\$ (1,686)	0%	
Admin Transfer Out	\$ 210,720	\$ 210,376	\$ (344)	0%	
GRAND TOTAL WITH ADMIN	\$ 1,335,994	\$ 1,333,964	\$ (2,030)	0%	
Capital Outlay - 57XXX					
Lift Station Backup Pump	28,000	42,000	14,000	50%	Now need 3 pumps due to a pump failure
Sewer Main Re-Lining/Replacement	250,000	250,000	0	0%	
SCADA Upgrade	\$ 95,000	\$ 100,000	\$ 5,000	5%	Rollover from last FY
TH Pipeline Replacement Project	20,000	0	(20,000)	-100%	Postponed for Phasing
TOTAL CAPITAL OUTLAY*	\$ 393,000	\$ 392,000	\$ (1,000)	0%	
GRAND TOTAL WITH CAPITAL	\$ 1,728,994	\$ 1,725,964	\$ (3,030)	0%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
FIRE - REVENUE

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Fees					
Facility/Ground Usage Fees			-	0%	
TOTAL FEES	\$ -	\$ -	\$ -	0%	

Taxes & Assessments					
Secured & Unsecured Taxes	\$ 662,887	\$ 676,400	\$ 13,513	2%	Trending Higher
Property Assessments	710,828	710,800	(28)	0%	
TOTAL TAXES & ASSESSMENTS	\$ 1,373,715	\$ 1,387,200	\$ 13,485	1%	

Grants & Donations					
Grant Revenue	222,270	292,100	\$ 69,830	31%	Actual grant remaining based on 23-24 actuals
Donation Revenue			-	0%	
TOTAL GRANTS & DONATIONS	\$ 222,270	\$ 292,100	\$ 69,830	31%	

Other Revenue					
Strike Team	\$ -	\$ 434,200	\$ 434,200	434200%	Actual Strike team invoiced thru 12/2024
Training Revenue	15,000	15,000	-	0%	
Miscellaneous Revenue	14,000	14,000	-	0%	
Interest Revenue	19,000	28,000	9,000	47%	Trending Higher
Sale of Assets	-	-	-	0%	
Insurance Proceeds	-	-	-	0%	
TOTAL OTHER REVENUE	\$ 48,000	\$ 491,200	\$ 443,200	923%	

GRAND TOTAL REVENUE	\$ 1,643,985	\$ 2,170,500	\$ 526,515	32%	
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Admin Transfer Out	\$ 180	\$ 180	\$ -		
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GRAND TOTAL WITH ADMIN	\$ 1,644,165	\$ 2,170,680	\$ 526,515	32%	
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Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
FIRE - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Salaries - 51XXX					
Regular Time	\$ 432,442	\$ 391,909	(40,533)	-9%	Less seasonal engineers/More interns
Workers Comp Reimb Wages	\$ -	\$ -	0	0%	
Standby Pay	500	500	0	0%	
Overtime	34,000	30,000	(4,000)	-12%	Trending lower
Holiday Overtime	20,508	16,979	(3,529)	-17%	Less seasonal engineers/More interns
FLSA Overtime	41,615	35,788	(5,827)	-14%	Less seasonal engineers/More interns
Sick Leave/Vacation Pay/ATO	10,000	10,000	0	0%	
Temp/Relief Pay	8,000	8,000	0	0%	
Intern Stipend	63,000	106,500	43,500	69%	More Interns
Reserve Stipends	3,500	3,500	0	0%	
Striketeam Pay	0	79,828	79,828	79828%	Reimbursable Strike team assignments
Striketeam Intern Pay	0	180,914	180,914	180914%	Reimbursable Strike team assignments
Response Incentive Pay	1,500	1,500	0	0%	
Uniform Allowance	4,013	4,013	0	0%	
Cell Phone Stipend	-	-	0	0%	
TOTAL SALARIES	\$ 619,077	\$ 869,431	\$ 250,353	40%	
Benefits - 52XXX					
Health & Vision Insurance	\$ 86,631	\$ 88,961	2,330	3%	Increases higher than estimated
HRA Reimbursement	26,074	26,074	0	0%	
CALPERS Retirement	113,610	113,072	(537)	0%	
FICA	38,383	53,905	15,522	40%	Reimbursable Strike team assignments
Medicare	8,977	12,607	3,630	40%	Reimbursable Strike team assignments
Workers Comp	104,384	106,734	2,350	2%	Higher than estimated
Unemployment Ins/ETT	1,227	877	(350)	-29%	
TOTAL BENEFITS	\$ 379,285	\$ 402,229	\$ 22,944	6%	

Twain Harte Community Services District

2024-2025 Mid-Year Budget Adjustment

FIRE - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Equipment, Automotive, Maintenance & Repairs					
Equipment Maintenance & Repair	\$ 6,200	\$ 14,100	7,900	127%	Station Generator needs major repair
Facilities Maintenance & Repair	13,200	16,200	3,000	23%	Need to remove hazard tree by station
Vehicle Maintenance & Repair	28,700	97,700	69,000	240%	Unanticipated Major Repairs on all Engines
Fuel	22,500	26,000	3,500	16%	Strike Team related fuel costs
Equipment Under \$5,000	22,500	19,000	(3,500)	-16%	Equipment savings
Personal Protective Equipment	34,690	43,000	8,310	24%	Structural gear for more interns than expected
TOTAL EQUIP, AUTO, MAINT & REPAIRS	\$ 127,790	\$ 216,000	\$ 88,210	69%	
Materials & Supplies - 54XXX					
Office Supplies	\$ 2,500	\$ 2,000	(500)	-20%	
Postage	500	400	(100)	-20%	
Food Supplies	500	1,500	1,000	200%	Strike Team Related Meals
Janitorial Supplies	3,800	3,000	(800)	-21%	
Medical Supplies	3,500	3,000	(500)	-14%	
TOTAL MATERIALS & SUPPLIES	\$ 10,800	\$ 9,900	\$ (900)	-8%	
Outside Services - 55XXX					
Legal Fees	\$ 6,000	\$ 6,000	\$ -	0%	
IT Services	2,700	2,700	0	0%	
Engineering Services	9,000	9,000	0	0%	
Medical Exams	1,500	5,000	3,500	233%	Overrages for more interns
Background Checks	1,500	1,500	0	0%	
Other Professional Services	5,500	5,500	0	0%	
TOTAL OUTSIDE SERVICES	\$ 26,200	\$ 29,700	\$ 3,500	13%	

Twain Harte Community Services District

2024-2025 Mid-Year Budget Adjustment

FIRE - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Other - 56XXX					
Utilities	\$ 16,100	\$ 16,600	500	3%	
Phone/Communications	9,300	9,500	200	2%	
Software Licenses & Maintenance	9,400	10,400	1,000	11%	Increase in incident tracking software
Property/Liability Insurance	46,300	46,300	0	0%	
Dues & Memberships	3,300	3,900	600	18%	
Licenses & Certifications	2,000	2,000	0	0%	
Training, Conferences & Travel	17,500	17,500	0	0%	
Training - Reimbursable	15,000	15,000	0	0%	
Advertising & Public Education	1,700	1,700	0	0%	
TOTAL OTHER	\$ 120,600	\$ 122,900	\$ 2,300	2%	

GRAND TOTAL EXPENSES	\$ 1,283,753	\$ 1,650,160	\$ 366,407	29%	
Admin Transfer Out	\$ 151,718	\$ 151,471	\$ (247)	0%	
GRAND TOTAL WITH ADMIN	\$ 1,435,471	\$ 1,801,631	\$ 366,160		

Capital Outlay - 57XXX					
Training/Admin Parking Lot	281,000	405,000	124,000	44%	Rollover from last FY + Higher Bids
Utility 722 Replacement	42,000	42,000	0	0%	
Lucas Machine	\$ -	17,600	17,600	17600%	Rollover from last FY
Community Center Improvements	12,000	12,000	0	0%	
TOTAL CAPITAL OUTLAY	\$ 335,000	\$ 476,600	\$ 141,600	42%	

GRAND TOTAL WITH CAPITAL	\$ 1,770,471	\$ 2,278,231	\$ 507,760		
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Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment

PARK - REVENUE

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Fees					
Facility/Ground Usage Fees					
Community Center	2,000	4,000	2,000	100%	Trending Higher
Baseball	2,200	2,300	100	5%	
Park	5,500	5,500	-	0%	
Tennis/Pickleball	300	200	(100)	-33%	
TOTAL FEES	\$ 10,000	\$ 12,000	\$ 2,000	20%	
Taxes & Assessments					
Secured & Unsecured Taxes	\$ 34,365	\$ 35,000	\$ 635	2%	
Property Assessments	122,727	122,700	(27)	0%	
TOTAL TAXES & ASSESSMENTS	\$ 157,091	\$ 157,700	\$ 609	0%	
Grants & Donations					
Grant Revenue	442,952	553,200	\$ 110,248	25%	Actuals - less grant spent last FY than estimated
Donation Revenue	18,500	18,500	-	0%	
TOTAL GRANTS & DONATIONS	\$ 461,452	\$ 571,700	\$ 110,248	24%	
Other Revenue					
Sale of Assets	-	-	\$ -	0%	
Interest Revenue	3,500	-	(3,500)	-100%	Lower due to borrowed funds for grant cash flow
TOTAL OTHER REVENUE	\$ 3,500	\$ -	\$ (3,500)	-100%	
GRAND TOTAL REVENUE	\$ 632,043	\$ 741,400	\$ 109,357	17%	
Admin Transfer Out	\$ 100	\$ 100	\$ -		
GRAND TOTAL WITH ADMIN	\$ 632,143	\$ 741,500	\$ 109,357		

Twain Harte Community Services District
 2024-2025 Mid-Year Budget Adjustment
PARK - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	

Salaries - 51XXX					
Regular Time	\$ 19,108	\$ 19,257	\$ 149	1%	
Overtime	250	250	-	0%	
Sick Leave/Vacation Pay	250	250	-	0%	
Uniform Allowance	334	334	-	0%	
Cell Phone Stipend	-	-	-	0%	
TOTAL SALARIES	\$ 19,942	\$ 20,091	\$ 149	1%	

Benefits - 52XXX					
Health & Vision Insurance	\$ 5,718	\$ 5,718	\$ -	0%	
HRA Reimbursement	1,968	1,968	\$ -	0%	
CALPERS Retirement	1,779	1,787	\$ 8	0%	
FICA	1,236	1,246	\$ 9	1%	
Medicare	289	291	\$ 2	1%	
Workers Comp	318	318	\$ (0)	0%	
Unemployment Ins/ETT	65	65	\$ -	0%	
TOTAL BENEFITS	\$ 11,374	\$ 11,393	\$ 19	0%	

Twain Harte Community Services District
 2024-2025 Mid-Year Budget Adjustment
PARK - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Equipment, Automotive, Maintenance & Repairs					
Equipment Maintenance & Repair	\$ 500	\$ 500	-	0%	
Facilities Maintenance & Repair			-	0%	
Community Center	1,150	1,150	-	0%	
Baseball Field	3,200	3,200	-	0%	
Park	20,200	20,200	-	0%	
Tennis Courts	2,000	2,000	-	0%	
Landscaping Services	-	-	-	0%	
Janitorial/Cleaning Services	-	-	-	0%	
Equipment Under \$5,000	4,000	-	(4,000)	-100%	Split into categories for clarity
Community Center		500	500	500%	
Baseball Field	-	-	-	0%	
Park		1,000	1,000	1000%	Split into categories for clarity
Tennis Courts		2,500	2,500	2500%	Split into categories for clarity
TOTAL EQUIP, AUTO, MAINT & REPAIRS	\$ 31,050	\$ 31,050	\$ -	0%	
Materials & Supplies - 54XXX					
Janitorial Supplies	\$ 1,900	\$ 1,900	\$ -	0%	
TOTAL MATERIALS & SUPPLIES	\$ 1,900	\$ 1,900	\$ -	0%	
Outside Services - 55XXX					
Engineering Services	\$ 4,500	\$ 4,500	\$ -	0%	
TOTAL OUTSIDE SERVICES	\$ 4,500	\$ 4,500	\$ -	0%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
PARK - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Other - 56XXX					
Utilities					
Community Center	2,600	2,600	-	0%	
Baseball Field	7,800	8,100	300	4%	
Park	10,300	10,100	(200)	-2%	
Phone/Communications	600	600	-	0%	
Computer Licenses & Maintenance	-	-	-	0%	
Property/Liability Insurance	8,100	5,800	(2,300)	-28%	Actuals less than expected
Advertising & Public Education	5,300	5,300	-	0%	
TOTAL OTHER	\$ 34,700	\$ 32,500	\$ (2,200)	-6%	
GRAND TOTAL EXPENSES	\$ 103,466	\$ 101,434	\$ (2,032)	-2%	
Admin Transfer Out	\$ 84,288	\$ 84,150	\$ (138)		
GRAND TOTAL WITH ADMIN	\$ 187,754	\$ 185,584	\$ (2,170)	-1%	
Capital Outlay - 57XXX					
Community Center Improvements	\$ 12,000	\$ 12,000	\$ -	0%	
TH Meadows Park	\$ 300,000	\$ 402,700	\$ 102,700	34%	Rollover actual remaining from last FY
Tennis/Pickleball Court Expansion	\$ 225,000	\$ 225,000	\$ -	0%	
Bocce Court Restoration		\$ 20,000	\$ 20,000	20000%	New Project to restore turf and drains
Skate Park Improvements	\$ 15,000	\$ 15,000	\$ -		
TOTAL CAPITAL OUTLAY	\$ 552,000	\$ 674,700	\$ 122,700	22%	
GRAND TOTAL WITH CAPITAL	\$ 739,754	\$ 860,284	\$ 120,530	16%	

Twain Harte Community Services District
 2024-2025 Mid-Year Budget Adjustment
ADMIN - REVENUE

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Other Revenue					
Grant Revenue			\$ -	0%	
Miscellaneous Revenue	1,000	1,000	-	0%	
Interest Revenue			-	0%	
Lease Revenue			-	0%	
Sale of Assets			-	0%	
Other			-	0%	
TOTAL OTHER REVENUE	\$ 1,000	\$ 1,000	\$ -	0%	
GRAND TOTAL REVENUE	\$ 1,000	\$ 1,000	\$ -	0%	

Twain Harte Community Services District

2024-2025 Mid-Year Budget Adjustment

ADMIN - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	

Salaries - 51XXX					
Regular Time	\$ 388,566	\$ 368,924	(19,642)	-5%	Retirement & Personnel Reorganization
Uniform Allowance	83	83	0	0%	
Sick Leave/Vacation Pay	10,000	20,000	10,000	100%	Vacation payout for employee retirement
Director Stipends	8,880	8,880	0	0%	
Cell Phone Stipend	0	0	0	0%	
TOTAL SALARIES	\$ 407,529	\$ 397,887	\$ (9,642)	-2%	

Benefits - 52XXX					
Health & Vision Insurance	\$ 84,932	\$ 87,391	\$ 2,459	3%	Anticipate new employee
HRA Reimbursement	25,458	30,291	4,833	19%	Anticipate new employee
Retirement	85,903	80,583	(5,320)	-6%	New Employee & Reorganization
FICA	25,192	24,331	(861)	-3%	
Medicare	6,504	6,401	(103)	-2%	
Workers Comp	4,748	4,832	84	2%	
Unemployment Ins/ETT	1,113	1,288	175	16%	
TOTAL BENEFITS	\$ 233,850	\$ 235,118	\$ 1,268	1%	

Equipment, Automotive, Maintenance & Repairs					
Equipment Maintenance & Repair	\$ 1,500	\$ 1,500	\$ -	0%	
Facilities Maintenance & Repair	4,000	4,000	0	0%	
Janitorial/Cleaning Services	500	500	0	0%	
Fuel	2,200	1,800	(400)	-18%	
Equipment Under \$5,000	3,800	5,000	1,200	32%	Need to replace WiFi system
TOTAL EQUIP, AUTO, MAINT & REPAIRS	\$ 12,000	\$ 12,800	\$ 800	7%	

Materials & Supplies - 54XXX					
Office Supplies	\$ 2,400	\$ 2,400	\$ -	0%	
Postage	1,500	1,300	(200)	-13%	
Janitorial Supplies	400	500	100	25%	
TOTAL MATERIALS & SUPPLIES	\$ 4,300	\$ 4,200	\$ (100)	-2%	

Twain Harte Community Services District
2024-2025 Mid-Year Budget Adjustment
ADMIN - EXPENSES

BUDGET ITEM	BUDGET		CHANGE		REASON FOR CHANGE
	24/25 Approved	24/25 Proposed	\$	%	
Outside Services - 55XXX					
Auditing/Accounting Services	\$ 84,800	\$ 74,900	\$ (9,900)	-12%	Accounting Services trending lower
Legal Fees	7,000	7,000	0	0%	
IT Services	4,500	4,500	0	0%	
Medical Exams	0	0	0	0%	
Other Professional Services	\$ 3,000	\$ 18,800	15,800	527%	Outside 24/7 receptionist services
TOTAL OUTSIDE SERVICES	\$ 99,300	\$ 105,200	\$ 5,900	6%	
Other - 56XXX					
Utilities	\$ 9,100	\$ 9,100	\$ -	0%	
Phone/Communications	5,000	4,600	(400)	-8%	
Software Licenses & Maintenance	20,500	22,100	1,600	8%	Additional efficiency software
Property/Liability Insurance	16,300	16,400	100	1%	
Dues & Memberships	6,700	6,700	0	0%	
Licenses & Certifications	500	500	0	0%	
Training, Conferences & Travel	26,000	24,400	(1,600)	-6%	Trending lower
Advertising & Public Education	1,000	1,000	0	0%	
Bank/Investment Fees	800	1,500	700	88%	
TOTAL OTHER	\$ 85,900	\$ 86,300	\$ 400	0%	
GRAND TOTAL EXPENSES	\$ 842,879	\$ 841,505	\$ (1,374)	0%	
Admin Transfer Out	\$ (842,879)	\$ (841,505)	\$ (1,374)		
GRAND TOTAL WITH TRANSFER	\$ -	\$ -			



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution # 25-02 – Approval of Revised Fiscal Year 2024-25 Salary Plan to Add an Administrative Services Manager Position.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: <u>5.1, 5.2</u>		

RECOMMENDED ACTION:

Adopt Resolution #25-02 – Approval of Revised Fiscal Year 2024-25 Salary Plan to Add an Administrative Services Manager Position.

SUMMARY:

The District’s Customer Services Representative retired this month after serving the District and its customers for 20 years. As a result of the Customer Services Representative’s experience, she performed a variety of major tasks not directly related to customer service, such as payroll, billing, and a variety of human resources tasks. Although her retirement will impact the District’s excellent customer services, staff believes there are opportunities to provide as good or better customer and administrative services by restructuring the Administrative Division.

The restructuring of the Administrative Division involves the creation of an Administrative Services Manager position and changes to the job description and title of the existing Administrative Coordinator/Board Secretary position. In order to complete this new structure, revisions must be made to the Fiscal Year (FY) 2024-25 Salary Plan, which was adopted with FY 2024-25 Budget on June 12, 2024.

The proposed FY 2024-25 Salary Plan revisions are attached. Revisions include a title change for the Administrative Coordinator/Board Secretary and the addition of an Administrative Services Manager position with the same salary scale as the Administrative Coordinator/Board Secretary. The Finance/Policy Committee reviewed the proposed revisions and recommend Board approval.

FINANCIAL IMPACT:

None. The Salary Plan revisions and Administrative Division restructure do not require revisions to the FY 2024-25 Admin Fund budget. The revisions are expected to reduce future Admin Fund costs.

ATTACHMENTS:

- Existing FY 24-25 Salary Plan and Revised FY 24-25 Salary Plan (revisions in red)
- Resolution #25-02: Approval of Revised Fiscal Year 2024-25 Salary Plan to Add an Administrative Services Manager Position.

CURRENT ADOPTED VERSION

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2024/25 HOURLY SALARY SCHEDULE - Effective July 1, 2024**

TITLE	Competence Salary Steps					Expertise Salary Steps**				
	1	2	3	4	5	6	7	8	9	
UNION POSITIONS										
Accounting/Administrative Assistant*	\$ 25.102	\$ 26.357	\$ 27.677	\$ 29.059	\$ 30.512	\$ 32.038	\$ 33.640	\$ 35.322	\$ 37.087	
Customer Services Representative*	\$ 27.631	\$ 29.012	\$ 30.461	\$ 31.986	\$ 33.586	\$ 35.263	\$ 37.025	\$ 38.878	\$ 40.821	
Fire Captain^	\$ 25.745	\$ 27.034	\$ 28.384	\$ 29.805	\$ 31.293	\$ 32.858	\$ 34.502	\$ 36.229	\$ 38.039	
Seasonal Fire Engineer	\$ 17.000									
Fire Relief Captain^	\$ 19.635									
Utility Maintenance Worker*	\$ 21.630	\$ 22.711	\$ 23.846	\$ 25.038	\$ 26.290	\$ 27.605	\$ 28.985	\$ 30.434	\$ 31.955	
Utility Operator I*	\$ 25.131	\$ 26.386	\$ 27.705	\$ 29.089	\$ 30.544	\$ 32.071	\$ 33.675	\$ 35.358	\$ 37.125	
Utility Operator II*	\$ 28.633	\$ 30.065	\$ 31.567	\$ 33.146	\$ 34.803	\$ 36.542	\$ 38.372	\$ 40.288	\$ 42.304	
Utility Operator III*	\$ 35.799	\$ 37.590	\$ 39.467	\$ 41.441	\$ 43.512	\$ 45.689	\$ 47.974	\$ 50.370	\$ 52.889	
MANAGEMENT POSITIONS (Exempt)										
Administrative Coordinator/Board Secretary*	\$ 33.441	\$ 35.113	\$ 36.868	\$ 38.712	\$ 40.647	\$ 42.680	\$ 44.814	\$ 47.054	\$ 49.407	
Finance Officer*	\$ 47.357	\$ 49.724	\$ 52.210	\$ 54.821	\$ 57.564	\$ 60.443	\$ 63.463	\$ 66.635	\$ 69.968	
Fire Chief~^	\$ 52.132	\$ 54.740	\$ 57.476	\$ 60.352	\$ 63.366	\$ 66.536	\$ 69.865	\$ 73.357	\$ 77.024	
Operations Manager/Assistant General Manager*	\$ 50.502	\$ 53.027	\$ 55.678	\$ 58.461	\$ 61.384	\$ 64.453	\$ 67.676	\$ 71.060	\$ 74.613	
General Manager (By Contract)*										2024/25 Negotiated Contract Amount: \$82.378/hour

Notes

* 3% Union Negotiated COLA Increase Effective July 1, 2024

^ 2% Union Negotiated COLA Increase Effective July 1, 2024

** Succession to the next step requires a minimum of five years at the previous step.

Last Revised - June 14, 2023

Adopted - June 12, 2024

PROPOSED REVISIONS

TWIN HARTE COMMUNITY SERVICES DISTRICT FISCAL YEAR 2024/25 HOURLY SALARY SCHEDULE - Effective July 1, 2024

TITLE	Competence Salary Steps					Expertise Salary Steps**				
	1	2	3	4	5	6	7	8	9	
UNION POSITIONS										
Accounting/Administrative Assistant*	\$ 25.102	\$ 26.357	\$ 27.677	\$ 29.059	\$ 30.512	\$ 32.038	\$ 33.640	\$ 35.322	\$ 37.087	
Customer Services Representative*	\$ 27.631	\$ 29.012	\$ 30.461	\$ 31.986	\$ 33.586	\$ 35.263	\$ 37.025	\$ 38.878	\$ 40.821	
Fire Captain^	\$ 25.745	\$ 27.034	\$ 28.384	\$ 29.805	\$ 31.293	\$ 32.858	\$ 34.502	\$ 36.229	\$ 38.039	
Seasonal Fire Engineer	\$ 17.000									
Fire Relief Captain^	\$ 19.635									
Utility Maintenance Worker*	\$ 21.630	\$ 22.711	\$ 23.846	\$ 25.038	\$ 26.290	\$ 27.605	\$ 28.985	\$ 30.434	\$ 31.955	
Utility Operator I*	\$ 25.131	\$ 26.386	\$ 27.705	\$ 29.089	\$ 30.544	\$ 32.071	\$ 33.675	\$ 35.358	\$ 37.125	
Utility Operator II*	\$ 28.633	\$ 30.065	\$ 31.567	\$ 33.146	\$ 34.803	\$ 36.542	\$ 38.372	\$ 40.288	\$ 42.304	
Utility Operator III*	\$ 35.799	\$ 37.590	\$ 39.467	\$ 41.441	\$ 43.512	\$ 45.689	\$ 47.974	\$ 50.370	\$ 52.889	
MANAGEMENT POSITIONS (Exempt)										
HR/Executive Coordinator*	\$ 33.441	\$ 35.113	\$ 36.868	\$ 38.712	\$ 40.647	\$ 42.680	\$ 44.814	\$ 47.054	\$ 49.407	
Administrative Services Manager*	\$ 33.441	\$ 35.113	\$ 36.868	\$ 38.712	\$ 40.647	\$ 42.680	\$ 44.814	\$ 47.054	\$ 49.407	
Finance Officer*	\$ 47.357	\$ 49.724	\$ 52.210	\$ 54.821	\$ 57.564	\$ 60.443	\$ 63.463	\$ 66.635	\$ 69.968	
Fire Chief~^	\$ 52.132	\$ 54.740	\$ 57.476	\$ 60.352	\$ 63.366	\$ 66.536	\$ 69.865	\$ 73.357	\$ 77.024	
Operations Manager/Assistant General Manager*	\$ 50.502	\$ 53.027	\$ 55.678	\$ 58.461	\$ 61.384	\$ 64.453	\$ 67.676	\$ 71.060	\$ 74.613	
General Manager (By Contract)*	2024/25 Negotiated Contract Amount: \$82.378/hour									

Notes

- * 3% Union Negotiated COLA Increase Effective July 1, 2024
- ^ 2% Union Negotiated COLA Increase Effective July 1, 2024
- ** Succession to the next step requires a minimum of five years at the previous step.

Last Revised - June 14, 2023

Adopted - June 12, 2024

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 25-02**

**APPROVAL OF REVISED FISCAL YEAR 2024-25 SALARY PLAN TO ADD
AN ADMINISTRATIVE SERVICES MANAGER POSITION**

WHEREAS, the Twain Harte Community Services District (District) Board of Directors adopted a Salary Plan for Fiscal Year (FY) 2024-25 on June 12, 2025, via Resolution #24-21; and

WHEREAS, due to retirement of the District's Customer Services Representative and the desire to enhance administrative and customer service, District staff determined that it would be in the best interest of the District to restructure the Administrative Division and add an Administrative Services Manager position and change the title and job description of the Administrative Coordinator/Board Secretary position; and

WHEREAS, the proposed salary scale for the Administrative Services Manager is set to match the Administrative Coordinator/Board Secretary; and

WHEREAS, no revisions to the FY 2024-25 Admin Fund Budget are necessary to revise the Salary Plan and to accommodate the new Administrative Division structure; and

WHEREAS, it is now necessary to adopt a revised FY 2024-25 Salary Plan to add the Administrative Services position.

NOW THEREFORE, BE IT RESOLVED, by the District Board of Directors that the attached revised FY 2024-25 Salary Plan be adopted to add the position of Administrative Services Manager and revise the Administrative Coordinator/Board Secretary position title.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on January 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2024/25 HOURLY SALARY SCHEDULE - Effective January 8, 2025**

TITLE	Competence Salary Steps					Expertise Salary Steps**				
	1	2	3	4	5	6	7	8	9	
UNION POSITIONS										
Accounting/Administrative Assistant*	\$ 25.102	\$ 26.357	\$ 27.677	\$ 29.059	\$ 30.512	\$ 32.038	\$ 33.640	\$ 35.322	\$ 37.087	
Customer Services Representative*	\$ 27.631	\$ 29.012	\$ 30.461	\$ 31.986	\$ 33.586	\$ 35.263	\$ 37.025	\$ 38.878	\$ 40.821	
Fire Captain^	\$ 25.745	\$ 27.034	\$ 28.384	\$ 29.805	\$ 31.293	\$ 32.858	\$ 34.502	\$ 36.229	\$ 38.039	
Seasonal Fire Engineer	\$ 17.000									
Fire Relief Captain^	\$ 19.635									
Utility Maintenance Worker*	\$ 21.630	\$ 22.711	\$ 23.846	\$ 25.038	\$ 26.290	\$ 27.605	\$ 28.985	\$ 30.434	\$ 31.955	
Utility Operator I*	\$ 25.131	\$ 26.386	\$ 27.705	\$ 29.089	\$ 30.544	\$ 32.071	\$ 33.675	\$ 35.358	\$ 37.125	
Utility Operator II*	\$ 28.633	\$ 30.065	\$ 31.567	\$ 33.146	\$ 34.803	\$ 36.542	\$ 38.372	\$ 40.288	\$ 42.304	
Utility Operator III*	\$ 35.799	\$ 37.590	\$ 39.467	\$ 41.441	\$ 43.512	\$ 45.689	\$ 47.974	\$ 50.370	\$ 52.889	
MANAGEMENT POSITIONS (Exempt)										
HR/Executive Coordinator*	\$ 33.441	\$ 35.113	\$ 36.868	\$ 38.712	\$ 40.647	\$ 42.680	\$ 44.814	\$ 47.054	\$ 49.407	
Administrative Services Manager*	\$ 33.441	\$ 35.113	\$ 36.868	\$ 38.712	\$ 40.647	\$ 42.680	\$ 44.814	\$ 47.054	\$ 49.407	
Finance Officer*	\$ 47.357	\$ 49.724	\$ 52.210	\$ 54.821	\$ 57.564	\$ 60.443	\$ 63.463	\$ 66.635	\$ 69.968	
Fire Chief~^	\$ 52.132	\$ 54.740	\$ 57.476	\$ 60.352	\$ 63.366	\$ 66.536	\$ 69.865	\$ 73.357	\$ 77.024	
Operations Manager/Assistant General Manager*	\$ 50.502	\$ 53.027	\$ 55.678	\$ 58.461	\$ 61.384	\$ 64.453	\$ 67.676	\$ 71.060	\$ 74.613	
General Manager (By Contract)*										2024/25 Negotiated Contract Amount: \$82.378/hour

Notes

* 3% Union Negotiated COLA Increase Effective July 1, 2024

^ 2% Union Negotiated COLA Increase Effective July 1, 2024

** Succession to the next step requires a minimum of five years at the previous step.

Last Revised - June 12, 2024

Adopted - January 8, 2025



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06C	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #25-03 – Awarding a Construction Contract to Peterson Excavation Inc. in the Amount of \$320,343 for the Office and Training Site Stormwater Improvement (Project #400-57-0001).		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #25-03– Awarding a Construction Contract to Peterson Excavation Inc. in the Amount of \$320,343 for the Office and Training Site Stormwater Improvement (Project #400-57-0001).

SUMMARY:

On August 14, 2024, the Board approved plans for the Office and Training Site Stormwater Improvements Project (Project), which includes constructing a permeable parking lot and stormwater improvements to address drainage issues and provide additional parking for the District’s live fire training facility. The Project was originally advertised for formal bidding in August, but bids came in at nearly \$210,000 over budget. On September 11, 2024, the Board rejected all bids and directed staff to perform value engineering, redesign, and rebid the Project to make the Project feasible.

The Project was redesigned and rebid per California Public Contract Code formal bidding requirements in December 2024. The District received the following three base bids on December 30, 2024:

- \$305, 969.00 – Peterson Excavation, Inc.
- \$307, 786.00 – The Design Build, Inc.
- \$350, 000.00 – Njirich & Sons, Inc.

Only the base bids are used to determine the lowest bid; however, the District also requested pricing for two additive bid items that may be awarded at the District’s option. The additive items include work to increase the number of parking spaces and remove an unnecessary ramp in the District office walkway. Based on funding and the value of bids, staff recommend that both additive bid items be awarded as part of the Project. The low bidder’s price for both additive bid items is \$14,374, bringing the total contract to \$320,343.

The low bid from Peterson Excavation, Inc. was reviewed and determined to be responsive. The District did not receive any bid protests.

FINANCIAL IMPACT:

The cost of this contract is included in the FY 2024-25 Fire Fund Budget. It is also within the budget approved in the District’s Stormwater Grant funding agreement with the State Water Resources Control Board, which provides approximately \$334,000 in grant funds for the Project.

ATTACHMENTS:

- Bid Results – Office and Training Site Stormwater Improvements Project
- Resolution #25-03 – Awarding a Construction Contract to Peterson Excavation, Inc. in the Amount of \$320,343 for the Office and Training Site Stormwater Improvement (Project #400-57-0001).
- Construction Contract - Office and Training Site Stormwater Improvements Project.

BID RESULTS

OFFICE AND TRAINING SITE STORMWATER IMPROVEMENTS

TWAIN HARTE COMMUNITY SERVICES DISTRICT

PROJECT 400-57-0001

BID OPEN DATE: 12/30/24

Engineer's Estimate: \$309,900

BID 1	BID 2	BID 3
Peterson Excavation Inc. P.O. Box 303 Tuolumne, CA 95379	The Design Build Inc. 1930 Del Paso Road, Suite 121B Sacramento, CA 95834	Njirich & Sons, Inc. 19970 Kelly Dr. Sonora, CA 95370

Low Bidder*

BASE BID

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION, DEMOBILIZATION & CONSTRUCTION COORDINATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 28,500.00	\$ 28,500.00	\$ 39,431.00	\$ 39,431.00
2	DEMOLITION, CLEARING & GRUBBING	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 25,800.00	\$ 25,800.00	\$ 25,800.00	\$ 25,800.00
3	EARTHWORK	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 29,744.00	\$ 29,744.00	\$ 46,000.00	\$ 46,000.00
4	BIOSWALES & RAIN GARDEN	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,350.00	\$ 30,350.00	\$ 18,600.00	\$ 18,600.00
5	CONCRETE ADA PARKING & WALKWAY	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 17,175.00	\$ 17,175.00	\$ 18,000.00	\$ 18,000.00
6	DECOMPOSED GRANITE WALKWAY	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 27,175.00	\$ 27,175.00	\$ 19,200.00	\$ 19,200.00
7	PERMEALBE PARKING LOT	9,441	SF	\$ 9.00	\$ 84,969.00	\$ 5.50	\$ 51,925.50	\$ 9.00	\$ 84,969.00
8	RAINWATER SYSTEM	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 65,800.00	\$ 65,800.00	\$ 33,000.00	\$ 33,000.00
9	IRRIGATION SYSTEM	2	LS	\$ 25,000.00	\$ 25,000.00	\$ 8,816.00	\$ 8,816.00	\$ 20,000.00	\$ 20,000.00
10	PLANTING	1	LS	\$ 39,000.00	\$ 39,000.00	\$ 22,500.00	\$ 22,500.00	\$ 45,000.00	\$ 45,000.00
*TOTAL BASE BID					\$ 305,969.00		\$ 307,785.50		\$ 350,000.00

ADDITIVE BID

1	REMOVE & REPLACE EXISTING ADA CONCRETE RAMP, CURB & WALKWAY	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,900.00	\$ 12,900.00	\$ 9,324.00	\$ 9,324.00
2	ADDITIONAL PERMEABLE PARKING	486	SF	\$ 9.00	\$ 4,374.00	\$ 5.50	\$ 2,673.00	\$ 16.00	\$ 7,776.00
TOTAL ADDITIVE BID					\$ 14,374.00		\$ 15,573.00 **		\$ 17,100.00
TOTAL BASE + ADDITIVE BID					\$ 320,343.00		\$ 323,358.50		\$ 367,100.00

NOTES

* The low bid has been verified to be complete and responsive. The low bid will be recommended for award on September 11, 2024.

** For BID 2, the totals for Additive Bid Item #2 and the Total Additive Bid were corrected according to the unit price listed, per Section 8 (Comparison of Bids) in the Instruction to Bidders

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 25-03**

**AWARDING A CONSTRUCTION CONTRACT TO PETERSON EXCAVATION, INC. IN
THE AMOUNT OF \$320,343 FOR THE OFFICE AND TRAINING SITE
STORMWATER IMPROVEMENT PROJECT – PROJECT #400-57-0001**

WHEREAS, the Office and Training Site Stormwater Improvement Project (Project) will address drainage issues and provide additional parking for the District's live fire training facility; and

WHEREAS, The Project was originally advertised for formal bidding in August, but bids came in nearly \$210,000 over budget; and

WHEREAS, the District's Board of Directors (Board) rejected all bids and directed staff to perform value engineering, redesign, and rebid the Project in an effort to make the Project feasible; and

WHEREAS, the District re-advertised the Project for construction bids in December 2024, in accordance with California Public Contract Code; and

WHEREAS, the District received and opened three bids on December 30, 2024, with the following base bids:

- \$305, 969.00 – Peterson Excavation Inc.
- \$307, 786.00 – The Design Build, Inc.
- \$350, 000.00 – Njirich & Sons, Inc.; and

WHEREAS, the Project contract must be awarded to the bidder with the lowest, responsive base bid, but the District also requested pricing for two additive bid items that may be awarded at the District's option; and

WHEREAS, District staff and the District's Fire Committee recommend that a contract be awarded to Peterson Excavation Inc. (the lowest bidder), including both additive bid items, bringing the total contract value to \$320,343.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of Twain Harte Community Services District that:

1. A construction contract is awarded to Peterson Excavation Inc. (Contractor) in the amount of \$320,343 for construction of the Project (Project #400-57-0001) and the General Manager is authorized to issue a Notice of Award; and
2. The Board President is authorized to execute the Project construction contract upon receipt of acceptable performance and payment bonds, insurance certificates, and a contract executed by the Contractor; and

3. The General Manager, or his designee(s), is authorized to issue a Notice to Proceed and to approve contract change orders within the adopted budget.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on January 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
PROJECT DOCUMENTS FOR**

**OFFICE AND TRAINING SITE
STORMWATER
IMPROVEMENTS**

**DISTRICT PROJECT
400-57-0001**

TWAIN HARTE COMMUNITY SERVICES DISTRICT

22912 Vantage Pointe Drive
Twain Harte, CA 95383

PROJECT DOCUMENTS

for construction of

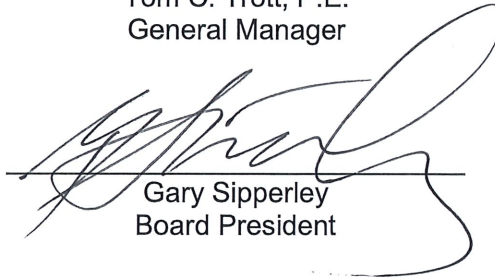
DISTRICT PROJECT 400-57-0001

OFFICE AND TRAINING SITE STORMWATER IMPROVEMENTS

Approved for Construction:



Tom C. Trott, P.E.
General Manager



Gary Sipperley
Board President

August 2024

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**PART I
NOTICE INVITING BIDS**

**OFFICE AND TRAINING SITE STORMWATER IMPROVEMENTS
PROJECT 400-57-0001**

NOTICE IS HEREBY GIVEN THAT the Board of Directors of the Twain Harte Community Services District (District), Twain Harte, California, invites and will receive sealed bids for furnishing all labor, equipment, materials, and services specified for the construction of District Project 400-57-0001, Office and Training Site Stormwater Improvements, in conformance with the Contract.

The Project consists of constructing a permeable parking lot, rainwater capture and bioswale/rain garden stormwater improvements at the District's office and fire training facility at 22912 Vantage Pointe Drive, Twain Harte, CA. Work generally includes existing impermeable parking lot demolition, earthwork, underground utilities, permeable parking lot, stormwater bioswales and rain gardens, planting, rainwater capture tank system, irrigation, ADA pedestrian pathways, and other related items as specified within the Project Documents. The Project shall be substantially complete by August 31, 2024. **The engineer's estimated cost for construction is \$309,900.**

The District will receive bids at its receptionist area until 3:00 p.m., local time, Monday, December 30, 2024, at 22912 Vantage Pointe Drive, Twain Harte, California, at which time and place, in the District's Board Meeting Room, accepted bids will be publicly opened and declared aloud by the Secretary of the District, and before the General Manager, or his representatives. Bids may also be mailed to 22912 Vantage Pointe Drive, Twain Harte, CA 95383 so long as they are received prior to the above bid time. **NO LATE BIDS WILL BE ACCEPTED.**

Project Documents, addenda (if any) are available for viewing without charge through the District website at www.twainhartecsd.com/bidding and may be examined or obtained at the District's offices at 22912 Vantage Pointe Drive, Twain Harte, California, from 8:00 a.m. to 4:00 p.m., Monday through Friday. The bid results will be available on the District website after the bid opening.

Copies of the Project Documents and addenda may be obtained at the District's reception area or by calling the District at (209) 586-3172. A complete set of Project Documents can be downloaded from the District's website – www.twainhartecsd.com/bidding - at no cost; each complete paper set of Project Documents is available for a nonrefundable fee of \$25. Payment must be made at the time the documents are obtained in the form of a check (payable to Twain Harte Community Services District) or cash.

Inquiries regarding further information about the Project may be directed to Tom Trott, General Manager, (209) 586-3172 or ttrott@twainhartecsd.com.

All bidders and subcontractors to bidders must be registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions under California Labor Code Section 1771.1.

Notice is hereby given that, pursuant to Part 7, Chapter 1, Article 2, Section 1770 et. seq. of the Labor Code of the State of California, the successful bidding contractor and its subcontractors shall pay their labor forces not less than the general prevailing rate of per diem wages as determined by the State of California Director of Industrial Relations, and travel and subsistence pay as such are

defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this Project. Said determinations, in effect at the time of publishing this notice, are available at the above identified District office, or may be reviewed or examined by going to www.dir.ca.gov. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding contractor to post and maintain a copy of said wages' determination at the Project site throughout duration of the work. Pursuant to California Labor Code Section 1771.4, this Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Bids to receive consideration must be signed by the bona fide prime contractor who proposes to undertake the work and who is properly licensed in accordance with the Contractor's License Law as provided beginning at Section 7000 of the Business and Professions Code of the State of California. The license classification(s) required for the work are as follows: **Class A**. The Bidder shall have the required license(s). Each bid submitted (hard copy) must be on the forms furnished herein and in accordance with California Public Contract Code section 20683 must be accompanied by cash, a certified or cashier's check made payable to the District or Bidder's bond for an amount not less than ten percent (10%) of the aggregate total bid. A form bidder's bond is included in this bid packet. Pursuant to California Code of Civil Procedures Section 995.311, the District will verify all bonds for this Project are issued and executed by a California admitted surety.

The Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Contract pursuant to Section 22300 of the California Public Contract Code.

The District Board of Directors reserves the right to reject any or all bids for the work and waive any non-material irregularities or omissions in the bids received.

Dated at Twain Harte, California, December 12, 2024.



Kimberly Silva, Board Secretary
Twain Harte Community Services District

PART II INSTRUCTIONS TO BIDDERS

INDEX

<u>Section</u>	<u>Title</u>
1	Preparation and Submission of Bids
2	Examination of Documents and Explanation to Bidders
3	Site Inspection and Conditions
4	Addenda to the Project Documents
5	Registration of Contractors
6	Schedule of Bid
7	Not Used
8	Comparison of Bids
9	Bidder's Statement of Subcontractors
10	Qualification of Bidders
11	Certification of Completion Requirements
12	Bid Security
13	Bidder's Modification and Withdrawal of Bids
14	Bid Opening and Award of Contract
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16	Bonds
17	Nondiscrimination in Employment
18	Agreement to Assign (Bidders)
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PART II INSTRUCTIONS TO BIDDERS

SECTION 1 – PREPARATION AND SUBMISSION OF BIDS

Bids shall be prepared on the forms included in Part III, Bid Forms. All bid forms shall be properly executed and all blank spaces shall be filled in. Any modifications to Bidder-supplied information shall be initialed by the Bidder. Failure to comply with these requirements may, at the discretion of the District, be grounds for rejection of the bid.

Any changes by the Bidder to the District-printed bid forms may, at the discretion of the District, be grounds for rejection of the bid.

All forms in Part III, Bid Forms shall be submitted in their entirety in a sealed envelope. The sealed "Bid" envelope shall be in the District's possession by the time stipulated in the Notice Inviting Bids, Part I. Partial or incomplete bids will not be considered. Bids shall be in strict conformity with Parts I, II, and III for District Project 400-57-0001 and any Addenda thereto.

Each bid shall be enclosed in a sealed envelope distinctly marked "Bid" and bearing the District's project number, title as given, and the name and address of the Bidder. Bids shall either be (1) delivered in person at the Twain Harte Community Services District, 22912 Vantage Pointe Drive, Twain Harte, California, during normal business hours, being 8 a.m. to 4 p.m., Monday through Friday, or, (2) mailed to "Twain Harte Community Services District, 22912 Vantage Pointe Drive, Twain Harte, CA 95383, Attention: Secretary of the District" by the time and date restrictions listed in Part I, Notice Inviting Bids.

Where "days" is used in the Project Documents it shall mean calendar days unless stated otherwise.

Each bid shall show the full legal name and business address of the Bidder, including street address if it differs from its mailing address, and shall be signed with the usual signature of the person or persons authorized to bind the Bidder and shall be dated. Bids by a partnership or joint venture shall list the full names and addresses of all partners or joint ventures. The state of incorporation and corporate number shall be provided. The name of each signatory shall be typed or otherwise clearly imprinted below each signature where requested. When requested by the District, satisfactory evidence of the authority of any signatory on behalf of the Bidder shall be furnished.

The preparation of a bid shall be by and at the expense of the Bidder.

Bids shall be firm for sixty (60) days from and after the stated closing time, or until a Contract is fully executed by the District and a Bidder, whichever is earlier.

SECTION 2 – EXAMINATION OF DOCUMENTS AND EXPLANATION TO BIDDERS

The Project Documents consist of Notice Inviting Bids (Part I), Instructions to Bidders (Part II), Bid Forms (Part III), Contract and Bonds (Part IV), General Conditions (Part V), Special Conditions (Part VI), Technical Specifications (Part VII) and Project Drawings (Part VIII).

Any Bidder planning to submit a bid is responsible for examining with appropriate care the complete Project Documents and all Addenda, and is also responsible for informing itself with respect to all conditions, which might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Bidder, and no relief can be given for errors or omissions by the Bidder.

All questions relative to the Contract prior to the issuance of the Notice of Award shall be directed to Tom Trott, Twain Harte Community Services District, 22912 Vantage Pointe Drive, Twain Harte, CA 95383 or ttrott@twainhartecsd.com.

Should the Bidder find discrepancies in or omissions from the Project Documents, or should the intent or meaning of the documents appear unclear, the Bidder shall at once notify the District of such findings. Questions received less than seven (7) days prior to the date for opening of the bids may not be answered. If the Bidder asks a question within five (5) days prior to the date for opening of the bids, the Bidder shall notify the District in writing of such question before the opening of the bids. The Bidder making notifications shall be solely responsible for their timely receipt by the District. Should the Bidder find patent ambiguities in the Project Documents, the Bidder shall at once notify the District of such findings in writing prior to opening of the bids. Replies to such notification of patent ambiguities may be made in the form of Addenda, which will be issued simultaneously to all persons who have obtained a copy of the Project Documents from the District. Failure of the Bidder awarded the Contract to notify the District of such patent ambiguity shall eliminate any and all recourse, including time extensions and Contract price adjustments the Bidder may have, against the District occurring as a result or arising out of such patent ambiguity.

The Bidder, by submission of its bid, confirms it has familiarized itself with the Project Documents and has found them fit and sufficient for the purpose of preparing its bid.

Copies of the Project Documents, preliminary engineering and geotechnical reports (if any), are available for examination without charge during normal business hours (8 a.m. – 4 p.m., Monday through Friday) at the office of the:

Twain Harte Community Services District
22912 Vantage Pointe Drive
Twain Harte, CA 95383

At the time each Bidder obtains a copy of the Project Documents, it shall designate the address to which Addenda are to be sent. Such address shall be a street address. If the Bidder obtains the Project Documents online, the Bidder shall provide such address via email to the Project Manager at ttrott@twainhartecsd.com. Post office boxes alone are not acceptable. The Bidder shall also supply the telephone number, fax number, and email address.

SECTION 3 – SITE INSPECTION AND CONDITIONS

In addition to examination of the Project Documents, each prospective Bidder shall become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work.

The Bidder shall investigate and acquaint itself with the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling, and storage of materials; availability and quality of labor, water, and electric power; availability and condition of roads; climatic conditions and seasons; river hydrology and river stages; physical conditions at the work sites and the Project

areas as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters that can in any way affect performance of the Contract. The failure of the Bidder to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

Where the District has made investigations of conditions in areas where work is to be performed under the Contract, such investigations are made only for the purpose of study and design. The use of such investigations shall be at the sole risk of the Bidder. Any such investigations in these Project Documents are provided for the benefit of Bidders, and Bidders shall assume all risks concerning use of the investigations in preparing their bids. The Bidder shall make whatever other reasonable investigations as are necessary to determine to the Bidder's satisfaction, the character and amount of work to be performed.

The District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of its investigations, the records thereof, or of the interpretations set forth therein or made by the engineer thereof; and there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen development may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

All Project work is located on property owned by the District. Bidders may access the Project site at will.

Any failure to fully investigate the site or the foregoing conditions shall not relieve the Bidder from responsibility by estimating properly the difficulty or cost of successfully performing any work. Neither the District nor any of the District's representatives or agents assumes any responsibility for any verbal representation regarding all existing and excepted site conditions.

SECTION 4 – ADDENDA TO THE PROJECT DOCUMENTS

The District may modify any provision or part of the documents at any time prior to three (3) days before closing time, provided that the closing time set forth in Part I, Notice Inviting Bids, may be extended by the District at any time prior to said closing time. Such revisions, if any, will be in the form of Addenda, which will be issued as set forth in this Part II, Section 2, Examination of Documents and Explanation to Bidders.

Contractor failure to properly acknowledge all Addenda issued (including if none) may, at the discretion of the District, be grounds for rejection of the bid. This acknowledgement shall be provided by completing and signing the form included in Part III, Bid Forms, Section 1, Bid, herein. Each Bidder shall submit this acknowledgement as a part of its bid, but in no circumstances will the acknowledgement be accepted subsequent to the closing time for bids.

SECTION 5 – REGISTRATION OF CONTRACTORS

All Bidders and their Subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. Bids will not be accepted nor any contract entered into without proof that the Bidder and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to California Labor Code Section 1725.5, subject to limited legal exceptions.

All Bidders shall have the required license(s) under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

Each Bidder shall set forth in its bid the number, classification, and date of expiration of such license(s).

SECTION 6 – SCHEDULE OF BID

The quantities included in the bid are estimates of the work to be completed.

Bids shall be prepared on the form contained in Part III, Bid Forms, Section 2, Schedule of Bid. The total bid shall constitute full compensation for furnishing all materials and doing all work in the Contract. Bids must be provided for both Base Bid items and Additive Bid Items.

No substitution of materials, methods, or listed alternatives not specified in the Specifications shall be permitted.

SECTION 7 – NOT USED

SECTION 8 – COMPARISON OF BIDS

Bids will be compared on the basis of the total bid stated in Part III, Section 2, Schedule of Bid. Additive Bid Items must also be completed and, at the option of the District, may be added to the value of the Base Bid to arrive at a total contract value after comparison of the Base Bids. Additive Bid Items will not be used for initial comparison of bids.

For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies and conflicts found on the face of the bidding schedule as submitted by Bidders:

- a. In case of discrepancy between unit price and extended price, the unit price will govern and will be used to correct the extension of unit prices.
- b. Apparent errors in addition of lump-sum and extended prices will be corrected.
- c. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum, or extension, a dollar sign (\$) will be assumed to be the Bidder's intent.

The District will recalculate the total bid based on the resolution of any arithmetic discrepancies and conflicts found. The lowest bid will be determined after any required recalculations.

Any bid that, in the opinion of the District, is so unbalanced between the various Contract items as to be detrimental to the best interests of the District will be rejected.

SECTION 9 – BIDDER'S STATEMENT OF SUBCONTRACTORS

In the form entitled Section 4, Bidder's Statement of Subcontractors, provided within Part III of this Project Manual, and pursuant to Section 4100 et seq. of the Public Contract Code, the Bidder shall submit the name, California State License Board (CSLB) license number, city, and state of the place of business of each subcontractor who will perform work or labor or render service to the

prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to the Project Documents, in an amount in excess of one-half of one percent (½%) of the bid total as set forth in the Schedule of Bid, Part III, Section 2. The prime contractor shall indicate the portion that will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid.

Failure to list subcontractors in Part III, Bid Forms, Section 4, Bidder's Statement of Subcontractors, is an express statement by the Bidder that it will perform that portion of the work with its own forces. The prime contractor may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the District's General Manager pursuant to provisions of Section 4107 of the Public Contract Code.

SECTION 10 – QUALIFICATION OF BIDDERS

If Bidder is a corporation, it shall submit its state of incorporation and corporate number in addition to its business address; if a partnership or joint venture, full names of all partners or joint venturers shall be given in the form included herein as Part III, Bid Forms, Section 1, Bid.

The District expressly reserves the right to reject any bid if it determines that the Bidder's business and technical organization, financial resources, safety information, plant and equipment to be used in performing work, or lack of successful experience in performing similar work is such that it is not in the District's best interest to accept the Bidder's bid.

Contractors or subcontractors who have been determined to have violated any public work laws and who are declared ineligible to perform work on public works projects by the Labor Commissioner as set forth in the Labor Code of the State of California, Section 1777.1 or 1777.7, are ineligible to bid or be awarded a contract for any public works project or to perform work as a subcontractor on a public works project.

SECTION 11 – CERTIFICATION OF COMPLETION REQUIREMENTS

By signing Part III, Bid Forms, Section 1, Bid, the Bidder acknowledges acceptability of the construction time frame as set forth in Part IV, Contract and Bonds, Section 1, Contract, "Time of Performance." The time specified for this work shall be deemed to start from the receipt of the Notice to Proceed. Contractor must submit a reasonable construction schedule describing how the Contractor will meet the construction time frame requirements.

SECTION 12 – BID SECURITY

No bid will be considered unless it is accompanied by bid security in the form of cash, a certified check or a cashier's check, payable to the order of the Twain Harte Community Services District, for a sum not less than ten percent (10%) of the bid total as set forth in the Bidder's Schedule of Bid, Part III, Section 2, or a Bidder's bond in the same amount executed as surety by a corporation acceptable to the District and authorized to issue such surety bond in the State of California. Such bond shall be in conformity with the form included as Section 9 of Part III, Bidder's Bond, of the Project Documents.

Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the District beyond 60 days from the time the award is made.

SECTION 13 – BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the request is received by the District prior to the time when bids are to be received. Following withdrawal of its bid, the Bidder may submit a new bid, provided that such new bid is received prior to the stated closing time.

SECTION 14 – BID OPENING AND AWARD OF CONTRACT

Bids will be kept unopened until the time stated for opening of bids. At such time, the contents of each bid will be made public. No responsibility shall attach to the District or any of its officers, employees, or representatives for the premature opening of a bid. All Bidders or their authorized representatives are invited to be present at the bid opening.

After opening the bids and prior to award of the Contract, the District will review the bids submitted and make a determination of the responsiveness of bids received. If the District Board of Directors or General Manager determines any bid to be nonresponsive, it reserves the rights to reject any or all bids. The District reserves the rights to reject any or all bids and to waive any non-material irregularities or omissions in bids received.

The successful Bidder will be notified in writing by the District of the Award of Contract as soon as practical and within ten (10) days after opening of bids. Accompanying the District's Notice of Award will be the Contract, in duplicate, which the successful Bidder will be required to sign and return together with the Performance Bond, Payment Bond, and the required number of copies of insurance certificates and endorsements to the District within ten (10) days following receipt of such Notice of Award. The District will promptly determine whether such Contract, bonds, and insurance certificates and endorsements are acceptable, and upon such determination will forward a fully signed copy of the Contract to the successful Bidder. The District may issue a Notice to Proceed at any time prior to or after forwarding the Contract. The failure of any Bidder to whom the District may award the Contract as aforesaid to sign and return to the District the Contract, together with the required Performance Bond, Payment Bond, and insurance certificates and endorsements within the specified time period, shall entitle the District to declare a breach of Contract by such Bidder, to award the Contract to another Bidder, and to declare a forfeiture of the Bidder's bid security accompanying the bid.

In the event of such failure, the District will suffer damage, the amount of which is difficult, if not impossible, to ascertain; and the District shall, therefore, be entitled to retain the amount of such cashier or certified check submitted by the Bidder as bid security, or to enforce the provisions of the Bidder's Bond in the amount thereof, as liquidated damages for such breach of Contract, as provided by applicable law.

SECTION 15 – RELIEF OF BIDDERS

Should a Bidder claim a mistake was made in its bid, the Bidder shall give the Secretary of the District written notice within five (5) business days after bid opening of the alleged mistake, and detail in said notice the circumstances under which the mistake occurred, all in accordance with Public Contract Code, Section 5103. Final determination of relief of Bidders shall be made by the District Board of Directors. Should the District Board of Directors accept the Bidder's claim for

relief, the Bidder will be released from all obligations and further requirements, and its bid security will be returned as applicable.

SECTION 16 – BONDS

The Bidder to whom the Contract award is made shall, at the time of execution of the Contract, furnish to the District a Performance Bond and a Payment Bond, executed as surety by a corporation acceptable to the District and authorized to issue such surety bonds in the State of California. Such bonds shall be substantially in the form included in Sections 2 and 3, respectively, of Part IV of the Project Documents. Such Performance Bond and Payment Bond shall be for one hundred percent (100%) of the bid total as set forth in the Bidder's Schedule of Bid, Part III, Section 2. The entire cost of these bonds shall be borne by the successful Bidder.

If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated, or it ceases to meet the requirements of the above paragraph, the Contractor shall, within five (5) business days thereafter, notify the District and substitute another bond and surety, both of which must be acceptable to the District.

SECTION 17 – NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this Bid will obligate the Contractor and subcontractors not to discriminate in employment practices.

SECTION 18 – AGREEMENT TO ASSIGN (BIDDERS)

The Bidder's attention is directed to the provisions of Government Code Section 4552, which requires that in submitting a bid to a public purchasing body, Bidders offer to assign all rights arising from violations of antitrust regulations to the public entity if the bid is accepted. In pertinent part, Government Code Section 4552, reads as follows:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 19 – PROJECT DOCUMENTS TO SUCCESSFUL BIDDER

The Bidder to whom award is made may obtain three (3) sets of Project Documents for the work at no extra cost. It is the Contractor's responsibility to provide its own set(s) of conformed Project Documents.

SECTION 20 – BID PROTESTS

Any protest of the proposed award of Contract to the Bidder with the lowest responsive bid must be submitted in writing to the Secretary of the District, no later than 4 p.m. of the second (2nd) business day following the date of the Bid opening. All protests shall comply with the following procedures:

1. The initial protest must contain a complete statement of the basis for the protest.
2. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
3. The party filing the protest must concurrently transmit a copy of the initial protest to the Bidder deemed the lowest Bidder.
4. The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must pursue its own protest in a timely manner.
5. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
6. The District shall review all timely protests prior to formal award of the Contract. The District shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the General Manager. At the time of the District Board of Directors' consideration of the award of the Contract, the District Board will also consider the merits of any timely protests. The District Board of Directors may either accept the protest and award the Contract to the next lowest Bidder, or reject the protest and award to the lowest Bidder.
7. These bid protest procedures shall not limit the District Board of Directors' or the General Manager's ability to reject all bids.

PART III BID FORMS

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Section	Title
1	Bid
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4	Bidder's Statement of Subcontractors
5	Noncollusion Declaration to be Executed by Bidder and Submitted With Bid
6	Bidder's Bond

PART III BID FORMS

SECTION 1 – BID

In response to the Notice to Contractors, Part I, dated August 14, 2024, and in accordance with the accompanying Instructions to Bidders, Part II, the undersigned hereby proposes to the Twain Harte Community Services District, sometimes referred to as “District,” to furnish all plant, labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by the District), and to perform all operations necessary and required for construction of District Project 400-57-0001, Office and Training Site Stormwater Improvements in accordance with the Project Documents, Parts I through VIII, inclusive, and any Addenda thereto, for District Project 400-57-0001, and at the prices stated opposite the respective items set forth in Part III, Bid Forms, Section 2, Schedule of Bid, attached hereto.

This Bid constitutes a firm offer to the District, which cannot be withdrawn for sixty (60) days from and after the date set for opening of bids, or until a contract is fully executed by the District, whichever is earlier.

The undersigned Bidder hereby certifies that it has examined and is fully familiar with all of the provisions of the Project Documents and records of investigations, where applicable; has carefully checked all of the words and figures shown on its Schedule of Bid, Part III, Section 2; has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

The undersigned Bidder has, by careful examination of the Project Documents and records of geotechnical investigations, where applicable, and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Contract, and all other matters that can in any way affect the work or the cost thereof.

If awarded the Contract, the undersigned agrees to execute and deliver to the District within ten (10) days after receipt of District’s Notice of Award, the Contract and the necessary Performance Bond, Payment Bond, and insurance certificates and endorsements.

Attached hereto and by this reference incorporated herein and made a part of this Bid are the following, which have been completed and executed by the undersigned Bidder:

- Part III, Section 2 - Schedule of Bid
- Part III, Section 3 - Bidder’s License Certification and Department of Industrial Relations Registration
- Part III, Section 4 - Bidder’s Statement of Subcontractors
- Part III, Section 5 - Noncollusion Declaration to be Executed by Bidder and Submitted With Bid
- Part III, Section 6 - Bidder’s Bond

Enclosed herewith is a bid security in the form of a Bidder's Bond in favor of, or a certified check or a cashier's check payable to Twain Harte Community Services District, or cash in an amount not less than ten percent (10%) of the amount of the Bid total as set forth in the Schedule of Bid, Part III, Section 2, which shall be and remain the property of the District in the event of failure of the undersigned to execute and deliver the Contract and to furnish the necessary bonds and insurance certificates and endorsements in accordance with Part IV, Contract and Bonds. It is further understood by the undersigned that such failure will cause substantial injury to the District, including delay in its construction program, which injury is not easily reduced to monetary terms; and it is, therefore, agreed that the amount of the Bidder's Bid security is proper to be considered as liquidated damages for such injury and will be retained by the District in the event of such a failure.

The undersigned Bidder certifies that it is now registered with the Department of Industrial Relations (DIR) to do public work pursuant to California Labor Code Section 1725.5. The District reserves the right to require proof of registration.

The undersigned Bidder acknowledges receipt, understanding, and full consideration of the following Addenda:

ADDENDA NO(S). NO
(Indicate none if no Addenda issued)

BIDDER:

Peterson Excavation Inc.
Name of Company

P.O. Box 303, Tulelake, CA 95379
Business Address

(209) 743-6738
Phone

dirtguy76@yahoo.com
Email

By: 
Authorized Signature

12-29-2024
Date

Name: Clay B Peterson
Print

3150385
Corporate Number

Title: President

(if Bidder is a Corporation)
State of Incorporation: CA

(If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.)

If Joint Venture

The undersigned certify that they have full authority to sign this Bid on behalf of the Joint Venture named above as Bidder.

Name of Joint Venture

By: _____
Authorized Signature

By: _____
Signature

Name: _____
Print

Name: _____
Print

Title: _____

Title: _____

Date: _____

Date: _____

(Submit statement explaining the nature of the individual entities that comprise the Joint Venture and evidence of authority of individuals who sign this Bid to do so on behalf of the Joint Venture.)

Joint Venture License No.: _____

Date of Expiration: _____

Classification: _____

SECTION 2 – SCHEDULE OF BID

Unit Price Schedule of Prices for Construction of the Office and Training Site Stormwater Improvements, in accordance with the Project Documents. The Bidder shall provide an amount in numbers for each item listed below (see Part II, Instructions to Bidders). Failure to comply with these requirements may be grounds for finding the bid nonresponsive.

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION, DEMOBILIZATION & CONSTRUCTION COORDINATION for the lump-sum (LS) price of	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
2	DEMOLITION, CLEARING & GRUBBING for the lump-sum (LS) price of	1	LS	\$ <u>30,000</u>	\$ <u>30,000</u>
3	EARTHWORK for the lump-sum (LS) price of	1	LS	\$ <u>32,000</u>	\$ <u>32,000</u>
4	BIOSWALES & RAIN GARDEN for the lump-sum (LS) price of	1	LS	\$ <u>15,000</u>	\$ <u>15,000</u>
5	CONCRETE ADA PARKING & WALKWAY for the lump sum (LS) price of	1	LS	\$ <u>35,000</u>	\$ <u>35,000</u>
6	DECOMPOSED GRANITE WALKWAY for the lump sum (LS) price of	1	LS	\$ <u>15,000</u>	\$ <u>15,000</u>
7	PERMEABLE PARKING LOT for the per square foot (SF) price of	9,441	SF	\$ <u>9</u>	\$ <u>84969</u>
8	RAINWATER SYSTEM for the lump sum (LS) price of	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
9	IRRIGATION SYSTEM for the lump sum (LS) price of	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
10	PLANTING for the lump sum (LS) price of	1	LS	\$ <u>39,000</u>	\$ <u>39,000</u>

\$ 305,969.00
TOTAL BASE BID IN NUMBERS

three hundred five thousand, nine hundred sixty-nine
TOTAL BASE BID IN WORDS

ADDITIVE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	REMOVE & REPLACE EXISTING ADA CONCRETE RAMP, CURB & WALKWAY for the lump-sum (LS) price of	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
2	ADDITIONAL PERMEABLE PARKING for the per square foot (SF) price of	486	SF	\$ <u>9</u>	\$ <u>4374</u>

\$ 14374.00
TOTAL ADDITIVE BID IN NUMBERS

fourteen thousand three hundred seventy-four
TOTAL ADDITIVE BID IN WORDS

NOTES:

**Award will be based on lowest responsive Base Bid
Low bid will be determined by the total Base Bid**

SECTION 3 – BIDDER'S LICENSE CERTIFICATION AND DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

By executing its bid, Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and license information is as follows:

License Number – Class A: 818451

License Expiration – Class A: Jan 31, 2025

Pursuant to California Labor Code section 1725.5, a contractor shall be registered to 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 public work contract.

By executing its bid, Bidder certifies that it is now registered in accordance with the provisions of California Labor Code section 1725.5, and has received the following number:

DIR Registration Number: 1000010342

SECTION 4 – BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned Bidder submits herewith a list of subcontractors the Bidder proposes to employ on the work. Said subcontractors will each perform work in an amount greater than one half of one percent (½%) of the total bid. This list shall include the proper firm name, their license number and class, their DIR registration number, city and state of each subcontractor, and the portion of the work to be done by each subcontractor with the understanding that failure to name such subcontractors shall be witness that the Contractor shall have agreed to perform such portion of the work; and that the Contractor shall not subcontract said portion of the work; and if a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission of the District Board of Directors pursuant to the provisions of Section 4107 of the Public Contract Code. The Contractor shall list only one subcontractor for each portion of the work to be done as defined by the Contract.

Portion of Work to be Done	Subcontractor Name	Contractor License Number	DIR Registration Number	Place of Business (City/State)
NONE				

SECTION 5 – NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of Tuolumne)

Clay B. Peterson, being first duly sworn, deposes and says that he or she is President of Peterson Excavation Inc., the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly 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 fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: GBA
Authorized Signature

Name: Clay B. Peterson
Print

Peterson Excavation Inc.
Company

12-29-2024
Date

SECTION 6 - BIDDER'S BOND

We, _____, as Principal, and _____, as Surety, are firmly held and bound unto the Twain Harte Community Service District, a community services district organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of \$ _____ (which is a sum not less than ten percent (10%) of the amount of the accompanying Bid total) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted to the District the accompanying Bid under a public Notice to Contractors Inviting Sealed Bids for District Project Office and Training Site Stormwater Improvements, at 22945 Meadow Drive, Twain Harte, CA.

NOW, THEREFORE, if the accompanying Bid of the Principal is accepted and award be made by the District to the Principal; and if the Principal withdraws said Bid within the period specified in said Bid during which period said Bid cannot be withdrawn, or if the Principal shall fail, refuse, or neglect for any reason whatsoever within ten (10) days after receipt from the District of Notice of Award of the Contract to enter into the Contract with the District in accordance with the Principal's Bid and the Instructions to Bidders for said Project, and to give bond with good and sufficient surety, and to furnish the insurance certificates and endorsements as stated in said Bid and the Instructions to Bidders for said Project, then the sum guaranteed by this Bond is forfeited to the District.

It is agreed between Principal and Surety that such failure or neglect would result in injury to District, which is impracticable or extremely difficult to fix, and that such sum is considered by Principal and Surety as liquidated damages for such injury.

In the event suit is brought upon this Bond by the District and judgment is recovered, the Surety or Sureties shall pay all costs incurred by the District in such suit, including attorneys' fees to be fixed by the court.

Date

Company Name

Principal (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p> <hr/> <p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p> <p>_____ Signature of Notary</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p> <p>SIGNER IS REPRESENTING:</p> <p>Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>

_____ Date

_____ Company Name

_____ Surety (Authorized Signature)

_____ Business Address

_____ City

_____ State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p>	<p align="center">CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input type="checkbox"/> CORPORATE OFFICER(S)</p> <p>_____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p align="center">SIGNER IS REPRESENTING:</p> <p>Name(s) of Person(s) or Entity(ies)</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p>	
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p>	
<p align="center">WITNESS my hand and official seal</p> <p align="center">_____ Signature of Notary</p>	

SECTION 6 - BIDDER'S BOND

We, Peterson Excavation, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are firmly held and bound unto the Twain Harte Community Service District, a community services district organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of \$ 10% of bid amount (which is a sum not less than ten percent (10%) of the amount of the accompanying Bid total) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted to the District the accompanying Bid under a public Notice to Contractors Inviting Sealed Bids for District Project Office and Training Site Stormwater Improvements, at 22945 Meadow Drive, Twain Harte, CA.

NOW, THEREFORE, if the accompanying Bid of the Principal is accepted and award be made by the District to the Principal; and if the Principal withdraws said Bid within the period specified in said Bid during which period said Bid cannot be withdrawn, or if the Principal shall fail, refuse, or neglect for any reason whatsoever within ten (10) days after receipt from the District of Notice of Award of the Contract to enter into the Contract with the District in accordance with the Principal's Bid and the Instructions to Bidders for said Project, and to give bond with good and sufficient surety, and to furnish the insurance certificates and endorsements as stated in said Bid and the Instructions to Bidders for said Project, then the sum guaranteed by this Bond is forfeited to the District.

It is agreed between Principal and Surety that such failure or neglect would result in injury to District, which is impracticable or extremely difficult to fix, and that such sum is considered by Principal and Surety as liquidated damages for such injury.

In the event suit is brought upon this Bond by the District and judgment is recovered, the Surety or Sureties shall pay all costs incurred by the District in such suit, including attorneys' fees to be fixed by the court.

12/27/2024

Date

Peterson Excavation, Inc.

Company Name

CPA

Principal (Authorized Signature) - Clay Peterson

PO Box 303

Business Address

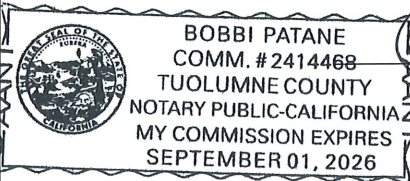
Tuolumne

City

CA

State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of <u>Tuolumne</u> } ss</p> <p>On <u>12-27-24</u> before me <u>Bobbi Patane</u> a Notary Public, personally appeared <u>Clay Peterson</u> Name(s) of Signer(s)</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____</p>
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p>	<p>SIGNER IS REPRESENTING:</p> <p>_____ Name(s) of Person(s) or Entity(ies) _____ _____</p>
 <p>BOBBI PATANE COMM. # 2414468 TUOLUMNE COUNTY NOTARY PUBLIC-CALIFORNIA MY COMMISSION EXPIRES SEPTEMBER 01, 2026</p> <p><u>Bobbi Patane</u> Signature of Notary</p>	

12/27/2024
Date

Travelers Casualty & Surety Company of America

Company Name

Matthew Frediani

Surety (Authorized Signature) Matthew Frediani
Attorney In Fact

11070 White Rock Rd., Suite 130

Business Address

Rancho Cordova, CA

City

State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Tuolumne } ss

On 12-27-24 before me Bobbi Patane Notary
Public, personally appeared Matthew Frediani
Name(s) of Signer(s)

who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

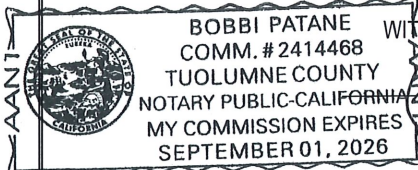
I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
Title(s)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- OTHER Describe
- SUBSCRIBING WITNESS (for)

SIGNER IS REPRESENTING:

Name(s) of Person(s) or Entity(ies)



WITNESS my hand and official seal
Bobbi Patane
Signature of Notary



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

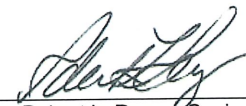
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MATTHEW C FREDIANI** of **SONORA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **December**, **2024**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PART IV CONTRACT AND BONDS

INDEX

Section Title

- | | |
|---|------------------------------------|
| 1 | Contract |
| 2 | Performance Bond |
| 3 | Payment Bond |
| 4 | Workers Compensation Certification |

**PART IV
CONTRACT AND BONDS**

SECTION 1 – CONTRACT

This Contract is entered into as of the ____ day of _____, 2025, between **Peterson Excavation Inc. (Contractor)** and the **Twain Harte Community Services District (District)**. For and in consideration of the payment to be made to Contractor, as hereinafter provided, Contractor shall perform all work specified below in accordance with all the provisions of the Contract, consisting of the following documents, which comprise the entire agreement between the District and Contractor, concerning the work, herein:

- Part I – Notice Inviting Bids
- Part II – Instructions to Bidders
- Part III – Bid Forms
- Part IV – Contract and Bonds
- Part V – General Conditions
- Part VI – Special Conditions
- Part VII – Technical Specifications
- Part VIII – Drawings

1. **WORK TO BE PERFORMED:** Except as specified elsewhere in this Contract, Contractor shall furnish all plant, labor, materials, chemicals, tools, supplies, equipment, transportation, technical and professional services and supervision, and to perform all operations necessary and required to satisfactorily perform the work specified herein; all in accordance with the specifications contained herein.
2. **COMPENSATION:** As full consideration for satisfactory performance by Contractor of this Contract, the District will pay Contractor compensation in an amount not to exceed **\$320,343.00** in accordance with the prices set forth in Section 2, Schedule of Bid, of Part III, Bid Forms, and with the payment provisions of this Contract.
3. **TIME OF PERFORMANCE:** Time is of the essence for this Contract. Contractor agrees to complete Substantial Completion as defined in Part VI, Special Conditions, Section SC-6, Substantial Completion and Project Milestones, no later than **August 31, 2025**.
4. **AUTHORIZATION:** Both the District and Contractor do covenant that each individual executing this document by and on behalf of each part is a person duly authorized to execute contracts for that party.
5. **REPORTING REQUIREMENTS:** If Contractor is an individual or sole proprietor, Contractor must furnish its Social Security Number (SSN). If Contractor is a corporation or partnership, Contractor must furnish its Federal Employer Identification Number (FEIN). Complete the Taxpayer I.D. Number section below. If the work under this contract is subject to the payment of prevailing wages, Contractor must furnish its Department of Industrial Relations registration number.
6. **LIQUIDATED DAMAGES:** Contractor agrees to pay liquidated damages to the District at the rate of \$300 per calendar day under conditions defined in Part VI, Special Conditions, Section SC-5, Liquidated Damages.

In witness whereof, the District and Contractor have executed this Contract on the date first above written.

PETERSON EXCAVATION INC.

P.O. Box 303
Tuolumne, CA 95379
(209) 743-6738

By: _____
Clay B. Peterson, President

Date: _____

Corporate Number: 3150385

Contractor License: 818451

DIR registration: 1000010342

Taxpayer I.D:

SSN _____ - _____ - _____

FEIN _____ - _____ - _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT:

By: _____
Eileen Mannix, Board President

Date: _____

ATTEST:

By: _____
Kimberly Silva, Board Secretary

SECTION 2 – PERFORMANCE BOND

We, _____, as Principal, and _____, as Surety, are jointly and severally held and bound unto the Twain Harte Community Services District, organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of _____ Dollars (\$_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, on the _____ day of _____, the said _____, Principal herein, executed a certain Contract with the District, by the terms, conditions, and provisions of which Contract the said _____, Principal herein, agrees to construct Office and Training Site Stormwater Improvements, at 22912 Vantage Pointe Drive, Twain Harte, CA, all as set forth in said Contract, which Contract as so executed is attached hereto and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said Contract in all respects, and shall well and truly and fully do and perform all matters and things undertaken to be performed under said Contract, upon the terms set forth therein, and within the time prescribed therein, and shall indemnify the District against any direct or indirect damages that shall be claimed for injuries to persons or property during the course of any work performed by or on behalf of Principal under said Contract, and until all work under said Contract is accepted and for an additional period of one (1) year after completion and acceptance of said work by the District, and shall apply all laborers, mechanics, subcontractors, materialmen, and all persons who shall supply such Contractor or subcontractor with services or supplies for carrying on such work, and shall perform said Contract according to laws, and shall complete in a satisfactory manner all repairs or replacements resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work during the one-year warranty period, then this obligation shall be void, otherwise it shall remain in full force and effect. No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract agreed to between the Principal and the District, and no forbearance on the part of the District, shall operate to relieve any Surety from liability on this Bond, and consent to make such changes, extension, additions, and alterations without further notice to or consent by any Surety is hereby given.

In the event suit is brought upon this Bond by the District and judgment is entered in its favor, the Surety or Sureties shall pay all costs incurred by the District in such suit, including attorneys' fees to be fixed by the court.

Date

Company Name

Principal (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p>
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p>	
<p>WITNESS my hand and official seal</p>	
<p>_____ Signature of Notary</p>	<p>SIGNER IS REPRESENTING: Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>

Date

Company Name

Surety (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p>	<p style="text-align: center;">CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p> <p style="text-align: center;">SIGNER IS REPRESENTING:</p> <p>Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>
<p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p>	
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p>	
<p style="text-align: center;">WITNESS my hand and official seal</p> <p style="text-align: center;">_____ Signature of Notary</p>	

SECTION 3 – PAYMENT BOND

We, _____, as Principal, and _____, as Surety, are jointly and severally held and bound unto the Twain Harte Community Services District, organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of _____ Dollars (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, on the _____ day of _____, the said _____, Principal herein, executed a certain Contract with the District, by the terms, conditions, and provisions of which Contract the said _____, Principal herein, agrees to construct Office and Training Site Stormwater Improvements, at 22912 Vantage Pointe Drive, Twain Harte, CA, all as set forth in said Contract, which Contract as so executed is attached hereto, and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

AND WHEREAS, said Contractor is required by the provisions of Sections 9550 through 9556, California Civil Code, to furnish a bond in connection with said Contract, as hereinafter set forth.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amount required to be deducted, withheld, and paid over to the California Franchise Tax Board from the wages and employees of the Contractor and its subcontractors pursuant to such Contract and warranty work and labor that the Surety or Sureties will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code as to give a right of action to such persons or their assigns in any suit brought upon this Bond in accordance with said Sections 9550 through 9556 of the California Civil Code.

In the event suit is brought upon this Bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees to be fixed by the court.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract agreed to between the Contractor and the District, and no forbearance on the part of the District, shall operate to relieve any Surety from liability of this Bond, and consent to make such changes, extensions, additions, and alterations without further notice to or consent by such Surety is hereby given.

Date

Company Name

Principal (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p>
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p> <p>_____ Signature of Notary</p>	<p>SIGNER IS REPRESENTING:</p> <p>Name(s) of Person(s) or Entity(ies)</p> <p>_____ _____ _____</p>

Date

Company Name

Surety (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p> <hr/> <p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p> <p>_____ Signature of Notary</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p> <p>SIGNER IS REPRESENTING: Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>

SECTION 5 – WORKERS' COMPENSATION CERTIFICATION

AS REQUIRED BY SECTIONS 1861 OF THE CALIFORNIA LABOR CODE

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and I will comply with such provisions before commencing the performance of the work of this Contract for District Project 400-57-0001, Office and Training Site Stormwater Improvements.

Contractor: _____

By: _____

Title: _____

Date: _____

PART V GENERAL CONDITIONS

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PART V GENERAL CONDITIONS

GC-1 ENTIRE AGREEMENT

This Contract embodies the entire agreement between the District and Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC-2 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of the District in performing the Contract, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such subcontractor and the District. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested to do so by the District in writing, remove from the jobsite any personnel of Contractor. Contractor is responsible for maintaining satisfactory conduct of its employees and those of its subcontractors and maintaining labor relations in such manner as shall provide for harmony among the workers.

Contractor shall comply with and shall cooperate with the District in enforcing jobsite conditions which affect the performance of the work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, jobsite safety regulations, and daily clean-up.

GC-3 AUTHORIZED REPRESENTATIVES

Before starting work, Contractor shall designate a competent, authorized representative acceptable to the District to represent and act for Contractor and shall inform the District in writing of the name and address of such representative together with a clear definition of the scope of his/her authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep District informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the District shall be binding upon Contractor.

The District's representative (sometimes referred to as "District") is the District's General Manager or the General Manager's authorized designee. All questions and requests of the Contractor as to compensation (including additional compensation), interpretation of the Contract, instructions, or extensions of time, otherwise shall be submitted in writing to the District's representative for determination. The District's representative is authorized to:

1. Determine the amount, quality, acceptability, and fitness of all work, materials, and equipment required by the Contract.
2. Make the final decision on all questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work.
3. Make the final decision on all questions that may arise as to the coordination, interpretation and acceptable fulfillment of the Contract and its plans and Specifications.
4. Make the final decision on all questions as to measurement and payment and amounts owed to the Contractor.
5. Reject defective work and materials whenever such rejection may be necessary to assure execution of the Contract in accordance with the intent of the Contract.
6. Prepare and/or issue Contract Change Orders for all authorized changes or approved extra work in the Contract.
7. Monitor Project schedules and to enforce Project schedule requirements, and to take such measures as may be necessary to maintain overall Project schedules.
8. Enforce and to make effective such decisions and orders that the Contractor fails to carry out promptly.

GC-4 MEETINGS

A preconstruction meeting will be held after the award of the Contract to review the Contractor's preconstruction submittals as required by the Contract and to discuss various safety and administrative items. The Contractor shall also be prepared to discuss the construction schedule and methods of implementing the various work items.

The District may notice other meetings at which attendance by the Contractor and subcontractors may be required.

GC-5 NOTICES

Any written notice to be given to Contractor by the District, may be delivered in person to Contractor's authorized representative or mailed to the address last given in writing by Contractor.

Notices to District:

Twain Harte Community Services District
22912 Vantage Pointe Drive
Twain Harte, CA 95383

Administrative Representative: Tom Trott, General Manager
Contract No.: 400-57-0001
Telephone: (209) 586-3172

GC-6 DISCOVERY OF ERRORS, OMISSIONS OR DISCREPANCIES

If the Contractor discovers any errors, omissions, discrepancies, or conflicts in the Contract, it shall immediately so inform the District in writing. The District will promptly clarify such matters by issuing Addenda or Change Orders. Failure or delay to act on the part of the District shall not constitute a waiver of any right afforded the District by the Contract or constitute an implied approval. Any work affected by such discoveries that is performed by the Contractor prior to authorization by the District shall be at the Contractor's risk.

Unless otherwise noted below, conflicts or inconsistencies between parts of the Contract will be resolved by the District with a Change Order or with an Addendum, if required. Addenda and Change Orders bearing the most recent date shall prevail over Addenda or Change Orders bearing earlier dates. Any reference to Addenda-changed Specifications or drawings shall be considered to have been changed accordingly.

In resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

1. Change Orders/Addenda (most recent in time takes precedence)
2. Contract and Bond Forms
3. Technical Specifications
4. Special Conditions
5. Project Drawings
6. General Conditions
7. Instructions to Bidders
8. Bid Forms
9. Notice to Contractors

Reference specifications shall have the same order of precedence as the document in which it is referenced. For example, a reference to the District's Standard Specifications contained in the Technical Specifications will have the same order of precedence as that Technical Specification. A reference to an Appendix contained in the Technical Specifications will have the same order of precedence as that Technical Specification. If a reference specification is mentioned in more than one part of the Contract, the part with the highest order of precedence shall govern.

With reference to the Project Drawings:

1. Figures govern over scaled dimensions.
2. Project-specific drawings govern over general and typical drawings.
3. Addenda/Change Order drawings govern over Project Drawings.
4. Project Drawings govern over standard drawings.

It shall be the Contractor's responsibility to resolve any conflicts between the requirements contained on permits from other agencies and the Contract to the satisfaction of the District. When there is a conflict between the requirement(s) as specified in the Contract and as required by other agencies, the more restrictive requirement(s) shall prevail.

By execution of the Contract, the Contractor agrees that no request for additional compensation, and/or claim under Government Code Section 900 et seq. will be made against the District for any damages in excess of the aggregate sum of \$50,000 or five percent (5%) of the construction costs (whichever is greater) for alleged damage that it or its subcontractors may

suffer due to the inadequacy of the Contractor's bid on account of any alleged errors, omissions, or other deficiencies in the Contract. This limitation shall not apply to compensation for extra work authorized by the District as provided for in this Section GC-30, Extra Work Payment, and Section GC-27, Differing Site Conditions.

GC-7 LAWS, REGULATIONS, AND PREVAILING WAGES

This Contract shall be in accordance with the laws of the state of CALIFORNIA. Parties further stipulate that this Contract was entered into in the state of CALIFORNIA and the state of CALIFORNIA is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which in any manner affect those engaged or employed on any work, or the materials and equipment used in any work, or in any way affect the performance of any work, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the Contract.

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

If any discrepancy or inconsistency should be discovered between the Contract and any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the District. Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions of this Section. Contractor shall post all job site notices as required by law or regulation.

- A. Prevailing Wages: Special attention is directed to Part 7, Chapter 1, Article 2, Sections 1770 et seq. of the California Labor Code. Reference is hereby made to the provisions for minimum per diem wages contained in Part I, Notice to Contractors. . This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code Section 1771.4.

The Contractor and each subcontractor engaged in the work shall pay each respective employee thereof an amount not less than the general prevailing rate of per diem wages established in compliance with Section 1770 et seq. of the California Labor Code and as determined by the State of California Director of Industrial Relations to be effective and applicable for the various crafts, trades, or type of worker needed or required to execute the Contract. In accordance with Section 1770 of said Labor Code, nothing otherwise provided under Article 2 of said Labor Code shall prohibit the payment of wage rates to any worker in excess of such prevailing rates of wages as determined by the Director of the Department of Industrial Relations. However, should the Contractor or a subcontractor have a contractual relationship with workers whereby per diem rates of wages are paid in excess of such determined prevailing rates of wages, the Contractor or subcontractor shall identify and submit a certified listing of such workers and the amounts payable prior to beginning construction operations applicable thereto in accordance with this General Condition.

Failure of the Contractor or any subcontractor to certify and list workers and actual wages in excess of those effective as determined by the State of California Director of Industrial

Relations shall be deemed an express statement by the Contractor or such subcontractor that actual wages shall be as determined by the Director of Industrial Relations and such will be paid all workers and be applicable to all work required and ordered under the Contract.

The possibility of labor cost increases within the periods of time established and specified for completion of the Project is one of the elements to be considered by bidding Contractors and its subcontractors. The District will not consider any increase in labor costs as a basis of a request for additional compensation for work bid as specified and shown regardless of the cause of the increase.

It is stipulated that the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770), of the California Labor Code, and in particular, Sections 1775 and 1776, shall be complied with. In accordance with said Section 1775, the Contractor and any subcontractor under the Contractor, shall forfeit to the District or to the Division of Labor Standards, as a penalty, up to fifty dollars (\$50) per each day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done under the Contract by him/her or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, California Labor Code Sections 1770 to 1780, inclusive. The amount of the daily penalty shall be as determined by the Labor Commissioner in accordance with Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between the prevailing wage rates and the amount paid to each worker by the Contractor or subcontractor for each day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

If a worker employed by a subcontractor is not paid the general prevailing per diem wages by the subcontractor, the prime contractor or the project is not liable for any penalties unless the prime contractor had knowledge of that failure to pay specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with the California Labor Code, Section 1775(b) (1)-(4).

Where prevailing wage determinations have been predetermined to change during the Contract (beyond expiration dates as indicated on the forms), the Contractor shall obtain such changes from the Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102, telephone (415) 557-0561, and deliver copy of such to the District.

If a Contractor or subcontractor intends to use a craft or classification not shown on the general prevailing wage determinations, the Contractor or subcontractor may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of bid opening.

- B. Payroll Records: The Contractor and subcontractor's attention is directed to the provisions of Section 1776 of the California Labor Code and to the requirements therein pertaining to the keeping, availability, and filing of accurate payroll records of all journeymen, apprentices, and other workers performing work under this Contract. The Contractor agrees to comply with the requirements of said section.

Prior to each monthly progress payment, the Contractor shall deliver to the District copies of certified payrolls of its and all subcontractors' forces performing work at the job site (or

sites established primarily for the work) for labor compliance purposes and extra/force account considerations. Such records shall be kept current on an effective day or period basis. The certified payroll records shall be kept on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division in addition to the above-listed information.

The Contractor shall also furnish the records specified in California Labor Code Section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner.

Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury stating:

1. The information contained in the payroll is true and correct;
2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the Project.

The Contractor shall inform the District of the location of the above payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

The Contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting certified payroll records. In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District shall be marked or obliterated in accordance with California Labor Code Section 1776.

Compliance with the above provisions of this Section and California Labor Code, Section 1776, shall be the responsibility of the Contractor or subcontractor. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job-site notices prescribed by law or regulation that include, but are not limited to, payment of prevailing wages.

- C. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for violation of this Chapter.

- D. Apprentices: The Contractor shall comply with the provisions of Sections 1777.5 and 1777.6, of the California Labor Code in regard to employment of apprentices.

- E. Work Hours: Contractor stipulates and agrees that pursuant to the provisions of Labor Code, Sections 1810 through 1815, eight (8) hours labor shall constitute a legal day's work, and no worker shall be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided for under Section 1815. Nothing in this provision shall be construed to relate to wage determination or in any way affect contractual provisions related to compensation. The contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

Notwithstanding the Labor Code provisions set forth above, pursuant to Labor Code, Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted provided that compensation shall be made for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

- F. Travel: As required by Section 1773.8 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- G. Chemical Exposure: Contractor shall comply with Sections 12101 through 12901 of Title 22, California Administrative Code. Contractor shall warn all persons at the work site of their exposure to chemicals known to the state to cause cancer or birth defects or other reproductive harm. Contractor shall be responsible for compliance by its subcontractors with this article.
- H. Air Pollution: The Contractor shall so perform its work as not to discharge into the atmosphere from any source whatsoever smoke, dust, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.
- I. Asbestos: The Contractor shall comply with all state laws and regulations regarding asbestos and asbestos-related work including, but not limited to, the provisions of California Labor Code, Sections 6501.5 through 6511.
- J. Human Remains: The Contractor's attention is directed to the provisions of Health and Safety Code, Section 7050.5, relating to the discovery of human remains. Upon any such discovery, there shall be no further excavation or disturbance of the site. The Contractor shall immediately notify the District and the Tuolumne County Sheriff-Coroner's Office of any such find and shall comply with all other applicable laws and regulations.
- K. Cultural Resources: The Contractor's attention is directed to the provisions of Health and Safety Code, Section 7050.5, and Public Resources Code, Sections 5098.5, 5097.94, 5097.98, and 5097.99, and the California Environmental Quality Act (CEQA), Appendix K, relating to the excavation, removal, destruction, injury, and defacement of historic or prehistoric ruins, burial grounds, archeological or vertebrate paleontological sites, or any other archeological, paleontological or historical feature. The Contractor shall immediately stop work in the area of the archeological discovery and notify the District and comply with all other laws and regulations upon discovery of any such remains in the construction site.

Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find shall be determined in accordance with changed conditions or Change Order provisions of the Contract. The Contractor shall have no property right in such sites or features.

In the event that any Indian relics or items possessing archaeological or historical value are discovered by the Contractor or any of its subcontractors or any of their representatives or employees, the Contractor shall immediately notify the District and await the District's decision before proceeding with any work. The Contractor shall have no property right in such relics and items.

L. License: Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

M. Agreement to Assign (Contractors and Subcontractors): Agreement to Assign (Contractors and Subcontractors): The Contractor's and subcontractors' attention is directed to the provisions of Government Code, Section 4551, which requires that, in entering into a public works contract or subcontract, contractors and subcontractors agree to assign to the purchasing body all rights arising from violations of antitrust regulations. In pertinent part, Government Code, Section 4551, reads as follows:

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professional Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor without further acknowledgement by the party

N. Claims and Actions Against Public Entities and Employees: The Contractor's and subcontractors' attention is directed to Government Code Section 900 et seq. dealing with claims and actions against public entities and employees. Nothing contained in the Contract, including but not limited to Section GC-28, Changes, is intended to modify or remove the requirements set forth in these Government Code sections.

1. If the Contractor files any claim with the District for compensation in excess of the Contract amount or return of liquidated damages, the claim shall be in writing and include the documents necessary to substantiate the claim. Said documents may include invoices, cost breakdowns, and other documentation explaining the details of the Contractor's calculations of the amount claimed. Such claim must be filed on or before the date of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract relating to requests for extra compensation or extensions of time. The presentation of any claim by the Contractor shall be accompanied by a signed personal certification as set forth below.

PERSONAL DECLARATION AND CERTIFICATION OF CLAIM

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE DISTRICT IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Signed: _____
Date: _____

2. For claims of less than fifty thousand dollars (\$50,000), the District will respond in writing within 45 days of its receipt of the claim, or may request, in writing, within 30 days of its receipt of the claim, submission of additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
 - a. If such additional documentation is requested by the District, it shall be provided by the Contractor within 20 days of its receipt of the request from the District or as otherwise mutually agreed upon by the District and the Contractor.
 - b. Following the Contractor's submission of all requested additional documentation, the District will respond to the claim within 15 days or within the period of time taken by the Contractor in producing the additional documentation, whichever is longer.
3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District will respond in writing within 60 days of its receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, submission of additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
 - a. If such additional documentation is requested by the District, it shall be provided by the Contractor within 30 days of its receipt of the request or as otherwise mutually agreed upon by the District and the Contractor.
 - b. Following the Contractor's submission of all requested additional documentation, the District will respond to the claim within 30 days, or within the period of time taken by the Contractor in producing the additional documentation, whichever is longer.

4. If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District'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 receiving such a demand, the District shall schedule a meet and confer conference within thirty (30) days.
5. If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor 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 Contractor submits its written claim pursuant to paragraph 2 above until the time said claim is denied pursuant to the procedures set forth herein, including any period of time utilized by the meet and confer conference.

GC-8 PERMITS, LICENSES, EASEMENTS AND TAXES

- A. Permits and Licenses: Contractor shall, unless otherwise provided elsewhere in the Contract, at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the Contract, and shall give all public notices necessary for the lawful performance of the Contract.

Attention is directed to the Project Documents and to any permits that may have been acquired by or imposed upon the District that contain requirements related to performance of the work, including but not limited to encroachment permits and storm water pollution prevention. All work within public properties and rights of way shall be accomplished in conformance with any specific conditions, instructions, and/or requirements contained in permits issued by the agencies having jurisdiction over such property and rights of way.

Where permits and/or licenses require subsequent contingent permits, inspections, or other actions, the Contractor shall comply with these requirements at no additional cost to the District, except that the inspection fees charged by regulatory and/or permitting agencies shall be paid for by the District. However, if the inspection fee is due to noncompliance of the permit requirements, such inspection fee shall be paid for by the Contractor.

- B. Easements: The District may provide easements for work under the Contract. District-provided easements are shown in the Project Documents. All work within private and public properties shall be accomplished in conformance with any specific conditions, instructions, and/or requirements of the respective easements.

The District may provide additional easements for use of public or private property for working space, haul roads, and for storage of materials and equipment. District-provided easements are shown in the Project Documents. The Contractor may use such property so provided for working space, haul roads, and for storage of materials and equipment. Should the Contractor find it necessary or advantageous to use any land, over and above that land that is provided, for any purpose whatever, the Contractor shall, at its expense, obtain a written agreement with the property owner and obtain approval from the District

for the use of such land. A copy of any such agreement shall be submitted to the District prior to implementation.

Nothing in the Contract shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building for any Contract purpose whatsoever, either with or without compensation, in conflict with any agreement between the District and any owner, former owner, or tenant of such land, structure, or building.

- C. Taxes: Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the Contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

GC-9 PUBLICATIONS

No publications or advertisements concerning the subject matter of the Contract shall at any time be made by or on behalf of Contractor, its subcontractors, or suppliers, unless prior written authorization is obtained from the District.

No advertising signs shall be erected at the site of the work.

GC-10 WAIVER

Neither the inspection by the District, nor any order, measurement, approval, determination, decision, or certificate by the District, nor any order by the District for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the District, nor any extension of time, nor any other act or omission of the District shall constitute, or be deemed to be acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power, or right of or herein reserved to the District nor of any right to damages for breach of Contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the District shall be entitled, as a right, to a writ or injunction against any breach or threatened breach of the Contract by Contractor, by its subcontractors, or by any other person or persons.

None of the provisions of the Contract shall be considered waived by the District unless such waiver is expressly given in writing by the District. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms, provisions, conditions, or covenants of the Contract unless expressly set forth in such waiver.

GC-11 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, servants, employees and any other District representatives, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, consequential damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before or after final acceptance of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to in whole or in part by reason of any act, omission, fault, or negligence whether

active or passive of Contractor, or of anyone acting under its direction, control, or on its behalf including subcontractors in connection with or incident to the performance of this Contract without limiting the generality of the foregoing, the same shall include injury to or death of any person or persons and damage to any property, regardless of where located, including without limitation the property of the District, Contractor's employees, and all other persons. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the active negligence or willful misconduct of the District or its officers, agents or employees.

Contractor shall include in each agreement with each of its subcontractors at all tiers, a provision requiring that the subcontractor indemnify the District as stated in this Section.

GC-12 PATENT INDEMNITY

The Contractor shall pay all licenses, copyrights, fees, and royalties and assume all costs incident to the use and performance of the work, or the incorporation in the work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. The Contractor shall indemnify, defend, and save harmless the District, its officers, directors, employees, representatives, and agents, and each of them from and against all claims, losses, costs, damages, consequential damages, and expenses, including attorneys' fees, incurred by the District, its officers, directors, employees, representatives, and agents as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and/or copyright and arising out of the use of the materials, equipment, and/or products furnished under the Contract by the Contractor, or out of the processes or actions employed by, or on behalf of, the Contractor in connection with the performance of the Contract. The Contractor shall, at its expense, promptly defend against any such claim or action, whether or not well founded in fact or in law, provided that the District shall have notified the Contractor upon becoming aware of such claims or actions, and provided further that the Contractor's aforementioned obligations shall not apply to equipment, materials, and/or products furnished or specified by the District. The Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense noninfringing equipment, materials, and/or products, or to modify at its expense such infringing equipment, materials, and/or products so they become noninfringing, provided that such substituted and modified equipment, materials, and/or products shall meet all the requirements and be subject to all the provisions of the Contract.

GC-13 SUBCONTRACTS AND SUBCONTRACTORS

No subcontract shall be entered into and Contractor shall not substitute any person as subcontractor in place of a subcontractor so listed in the Contract provided that the District, at its discretion, may consent to a subcontractor substitution if (1) the subcontractor listed fails or refuses to execute a written contract, or (2) the substitution is otherwise necessary to the efficient construction of the work. In either case, Contractor shall obtain the District's prior written consent. No subcontracts at any tier shall relieve Contractor of any of its liabilities or obligations under the Contract, and Contractor agrees that it is fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them in the performance of the Contract. Contractor shall assure that each subcontractor at all tiers fully complies with the provisions of any applicable Worker's Compensation Act or similar law having application to subcontractor's employees. Failure of Contractor or any of its subcontractors to comply with this provision will be considered as

grounds for termination of the Contract at Contractor's expense in accordance with Section GC-15 Termination of Right to Proceed.

Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the District.

The Contractor shall, at all times, be responsible for the safety of its subcontractors' employees at any tier and for its subcontractors' plants and equipment at any tier; and the method of prosecuting the work and shall ensure the compliance, by all subcontractors' employees at any tier, with all local, state, and federal safety regulations and the District Safety Requirements as may be applicable to the performance of the work.

The Contractor shall, at all times, be responsible for the adequacy, efficiency, and sufficiency of its subcontractor at any tier or persons employed by the subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them.

When a portion of the work that has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the Contractor shall cause such subcontractor forces to be removed immediately upon the request of the District, and such subcontractor forces shall not again be employed on the work.

Any assignment of the performance of this Contract without prior written consent of the District shall be voidable. Consent will not be given to any proposed assignment which would relieve the original Contractor or its Surety of their responsibilities under the Contract. Contractor may assign monies due or to become due it under the Contract, to the extent permitted by law, and such assignment will be recognized by the District, if written notice thereof is given to the District at least ten (10) working days before a payment is due, but any assignment of monies shall be subject to all proper set-offs in favor of the District and to all deductions or retentions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the District for the completion of the work in the event that Contractor should be in default therein or for the payment of claims or liens.

GC-14 ASSIGNMENTS

No assignment of any performance of work under this Contract shall be made by the Contractor, its heirs, executors, administrators, or successors without prior written consent of the District. Consent for any proposed assignment will not be considered that would, by any instrument, relieve the original Contractor or its Surety of the responsibilities under the Contract.

The Contractor may assign monies due or to become due under the Contract, to the extent permitted by law, and such assignment will be recognized by the District, if written notice thereof is given to the District at least ten (10) days before a payment is due. Any assignment of monies shall, however, be subject to all proper set-offs in favor of the District and to all deductions provided for in the Contract. All monies withheld, whether assigned or not, shall be subject to being used by the District for the completion of the work in the event that the Contractor should be in default therein or for the payment of claims or liens against the work from any source.

GC-15 TERMINATION OF RIGHT TO PROCEED

If Contractor should refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, proper equipment and proper appliances or proper materials, or if it should fail to make prompt payments to subcontractors or for material or labor, or disregard laws, ordinances, or the instructions of the District, or otherwise be guilty of a substantial violation of any provision of this Contract, then the District may without prejudice to any other right or remedy, serve written notice upon Contractor and Surety, if any, of the District's intention to terminate the performance of Contractor, such notices to contain the reasons for such termination, and unless within seven (7) calendar days after the serving of such notice upon Contractor and Surety, if any, such cause shall cease and satisfactory arrangement for correction shall be made, the performance of Contractor shall cease and terminate. In the event of any such termination, or should Contractor be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the District shall serve notice thereof upon Contractor and Surety, if any, and the Surety shall have the right to perform the Contract; provided, however, that if the Surety does not commence performance thereof within seven (7) calendar days from the date of service of notice of termination upon the Surety, the District may take possession of the premises and of all materials, tools, equipment, and appliances thereon and finish the work by whatever method the District may deem expedient. In such case, 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 expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor and Surety, if any, shall pay the difference to the District. The expense incurred by the District as herein provided, and the damage incurred through Contractor's default, shall be certified by the District. Service of any notices hereunder shall be deemed complete upon the deposit in the United States mail, postage prepaid, addressed to the address of Contractor and Surety, if any, as shown on records on file with the District.

Said termination shall be without prejudice to any other remedies available to the District.

Upon receipt of any such written notice of termination of right to proceed, Contractor shall, at its expense, for that work affected by any such termination:

- A. Assist the District in making an inventory of all materials and equipment in storage at the site, enroute to the site, and on order from suppliers.
- B. Assign to the District subcontracts, supply contracts, and equipment rental agreements all as designated by the District.
- C. Remove from the site all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the District to be used by the District in completing such work.

GC-16 OPTIONAL TERMINATION

Including, but not limited to, provisions for termination in the event of national emergency under Section 4410 et. seq. of the Government Code of the State of California, the District may, at its option, cancel and terminate the Contract in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default.

Upon any such cancellation and termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor and the District, the District shall pay Contractor in accordance with subparagraph B., below, provided, however, that the provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such cancellation and termination to the extent provided in such provisions.

- A. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:
 - 1. Immediately discontinue work on the date and to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated.
 - 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the District of all orders and subcontracts to the extent they relate to the performance of work terminated.
 - 4. Assist the District as specifically requested, in writing, in the maintenance, protection, and disposition of property acquired by the District under the Contract.

- B. Upon any such termination, the District will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - 1. All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - 2. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph A.3., above.
 - 3. The reasonable costs incurred pursuant to subparagraph A.4., above.
 - 4. Any other reasonable costs incidental to such termination of work.
 - 5. The foregoing amounts shall include a reasonable sum, under all of the circumstances, as profit for any work performed by Contractor.

GC-17 SUSPENSION OF WORK

The District may, at any time and in its sole discretion, for the District's convenience, by notice in writing to the Contractor, suspend the performance of all or any portion of the work being or to be performed under the Contract. Work that is suspended shall not be resumed until the District issues a written notice to resume suspended work. Upon issuing the notice to suspend work, the District will designate the amount and type of plant, labor, and equipment to be committed to the Project. During the period of suspension, the Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize the costs associated with suspension.

- A. Upon receipt of any notice to suspend work, the Contractor shall, unless the notice requires otherwise:
 - 1. Immediately discontinue work on the date and to the extent specified in the notice; and

2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than as required in the notice; and
 3. Promptly make every reasonable effort to obtain suspension of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended upon terms satisfactory to the District; and
 4. Unless otherwise specifically stated in the notice, the Contractor shall continue to protect and maintain the Project, including those portions of work that have been suspended.
- B. As full compensation, the Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:
1. A standby charge to be paid to the Contractor during the period of suspension of work, which standby charge shall be sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Project in a standby status.
 2. All reasonable costs associated with mobilization and demobilization of the Contractor's plant, forces, and equipment.
 3. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the Project upon which work has been suspended.
 4. If the costs associated with subsequently performing work is increased or decreased as a result of any such suspension of work, an equitable adjustment reflecting either an increase or decrease in such cost will be established by Change Order in accordance with Section GC-28, Changes.

Upon receipt of notice to resume suspended work, the Contractor shall immediately resume the suspended work to the extent required in the notice. The Contractor shall also submit a revised construction schedule for the District's review and approval.

In cases where other governmental agencies or authorities suspend the performance of the work, and such suspension is not due to the failure of the Contractor to comply with the requirements of the Contract, the suspension will be considered a suspension for convenience by the District and the provisions of this Section shall apply.

Notwithstanding the provisions for convenience stated above, the District may partially or entirely suspend the work for an indefinite period of time for the failure of the Contractor to comply with the Contract. Under such suspension, the Contract completion date will not be extended and the Contractor shall not be entitled to recover resulting costs or damages including, but not limited to, acceleration costs.

GC-18 CONTRACTOR-FURNISHED DRAWINGS AND DATA

Contractor shall promptly submit within the time specified at its own expense all submittals, shop drawings and details required by the plans and specifications. The District's favorable review shall be obtained before any such items are manufactured or used in the work. The favorable review of drawings by the District shall apply in general design only and shall in no way relieve Contractor from responsibility for errors or omissions contained therein. Favorable

review by the District shall not relieve Contractor of its obligation to meet safety requirements and all other requirements of laws.

Submittals and coordination are the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Any designation of work "by other," shown on submittals, shall mean that the work will be the responsibility of Contractor rather than the subcontractor or supplier who has prepared the shop drawings.

Submittals shall be prepared in such form that data can be identified with the applicable specification paragraph. The data shall demonstrate clearly compliance with the project drawings and specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this project.

Review of shop drawing submittals by the District has as its primary objective the completion for the District of a project in full conformance with the project drawings and specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective shop drawing review as a secondary objective will assist Contractor in its procurement of equipment that will meet all requirements of the project drawings and specifications, will fit the structures detailed on the drawings, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of shop drawings and submittals does not constitute a change order to the Contract requirements.

Within ten (10) business days after receipt by the District of two (2) hard copies and one (1) PDF copy each of Contractor's submissions and all appurtenant data required for their review, the appropriate number of copies will be returned to Contractor with one of the following notations:

1. Resubmittal not required; correction, if any noted.
2. Correct and resubmit; corrections noted.

Returned copies of drawings marked with notation "1" authorize Contractor to proceed with the operations covered by such returned copies, provided that such operations shall be subject to the comments, if any, shown on such returned copies

Returned copies of drawings marked with notation "2" shall be corrected, as necessary and required, and shall be submitted in the same manner as before.

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

When submittals are favorably reviewed, the District will retain one (1) copy and will return all other copies to Contractor. When submittals are not favorably reviewed, the District will retain only one (1) copy and will return all others to Contractor.

It is considered reasonable that Contractor shall make a complete and acceptable submission to the District at least by the second submission of data. The District reserves the right to deduct monies from payments due Contractor to cover additional costs of the District's review beyond the second submission.

Favorable review by the District will not constitute acceptance by the District of any responsibility for the accuracy, coordination, and completeness of the shop drawings or the items of equipment represented on the drawings. Accuracy, coordination, and completeness of shop drawings shall be the sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from the District's review before fabrication.

Supplemental, specific requirements for shop drawings and details are contained in the applicable technical sections of these specifications.

Copies of schedules and shop drawings submitted to the District for review shall be such as to provide one (1) for the District's files, and such additional copies as Contractor may desire for its own office files and/or for distribution by it to subcontractors or vendors. Exceptions will be noted in specific sections of this Contract.

All submittals and supporting data, catalogs, and schedules, shall be submitted as the instruments of Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet all of the requirements of the Contract while conforming to structural, space, and access conditions at the point of installation. Contractor shall check all submittals before submitting them to the District.

The District shall check and review schedules, drawings, etc., submitted by Contractor only for general design conformance with the concept of the project and compliance with the information given in the Contract.

Shop drawings shall not be used to order products' fabrication or delivery for construction or installation unless submitted to and favorably reviewed by the District.

Acceptance by the District of any drawings, method of work, or any information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the District, or its representatives, or any officer or employee thereof, and Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the District has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

GC-19 SUBSTITUTIONS AND EQUAL ALTERNATIVES

The work, unless otherwise permitted or approved by the District, shall be completed with the incorporated use of trade-named materials and equipment where such are specified. Substitutions and equal alternatives will be permitted as provided in this Section; however, neither the request for substitution nor the offer of alternatives shall in any way by their submittal obligate the District to assent to any request or offer. Failure of Contractor to submit proposed substitutions for review in accordance with this Section will be considered as evidence that the work shall be accomplished with trade-named materials and equipment as identified in the Technical Specifications and shall be cause for rejection by the District of any other proposed substitutions.

Except when the specifications prohibit the substitution of a similar or equivalent material or article, Contractor may make written request to the District for approval of the use of alternative equipment or materials. Such request shall contain complete data intended to show that such alternative item is of a quality equal to or better than that specified and has the required characteristics for the intended use. Upon request, Contractor shall furnish to the District such additional information relating to such alternative items as the District may require.

Contractor shall submit written requests for substitutions to the District, within thirty-five (35) days of Contract award and prior to placing any purchase orders, but at least thirty (30) days before it requires approval of any such alternative item.

The burden of proof as to the quality and suitability of alternatives shall be upon Contractor, and it shall furnish all necessary information requested and required by the District. The District will be the sole judge as to the quality and suitability of alternative articles or materials, and its decision shall be final.

GC-20 QUALITY OF EQUIPMENT, MATERIALS, PRODUCTS, AND/OR WORKMANSHIP

The Contractor shall furnish all equipment, materials, and/or products required to complete the work, except equipment, materials, and/or products that are designated to be furnished by the District. Materials that are identified as District-furnished materials on the Project Drawings or in Part VI, Special Conditions, Section SC-15, District-Furnished Materials or Equipment, will be available to the Contractor free of charge, upon request, at the locations designated.

Only equipment, materials, and/or products meeting the requirements of the Contract shall be incorporated in the work. The equipment, materials, and/or products furnished and used shall be new and shall be manufactured, handled, and installed in a workmanlike manner to ensure a completed Project in accordance with the Contract. Manufacturers' warranties, guarantees, instruction sheets, and parts lists that are furnished with certain equipment, materials, and/or products incorporated in the work shall be delivered to the District before the Contract will be accepted.

If no detailed specifications are set forth, the Contractor shall furnish equipment, materials, and/or products in conformance with the latest standards, specifications, manuals or codes of an acceptable technical society, organization or association, or to the laws or regulations of any applicable governmental authority, whether such reference be specific or by implication, in effect at the time of opening of bids.

GC-21 INSPECTIONS AND SAMPLES

Unless otherwise provided in the Contract, all equipment, materials, and work shall be subject to inspection and testing by the District. The District shall have the right to reject equipment, materials, and work not in accordance with the Contract. Rejected work shall be satisfactorily corrected; rejected equipment shall be satisfactorily repaired or replaced with satisfactory equipment; and rejected material shall be satisfactorily replaced with satisfactory material, all in accordance with the Contract. The Contractor shall promptly segregate and remove rejected materials and equipment from the premises. All such correcting, repairing, replacing, and removing shall be by and at the expense of the Contractor.

The District will perform inspections in such manner as not to delay the work unreasonably, and the Contractor shall perform its work in such manner as not to delay inspection unreasonably.

The Contractor shall give the District reasonable advance notice of operations requiring special inspections or tests, and it may request inspection of a portion of any work at any time by reasonable advance notice to the District. The Contractor shall, at its expense, furnish promptly all facilities, labor, and materials necessary and required for such inspection and tests.

Contractor shall provide work area access at all reasonable times to the District and its officers, agents, employees, and any other duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof for the purpose of determining compliance with Contract requirements. The Contractor shall also arrange for the District, and its officers, agents, employees, and any other duly authorized representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

The Contractor shall furnish the District all reasonable facilities for the District's safety and convenience in inspecting work, at all times and at all places where inspection may take place. If the District finds that conditions are unsafe for inspection at a particular location, he may, upon notice to the Contractor, refuse to inspect in that location until such conditions are corrected. The Contractor shall bear any additional costs resulting from such action, including any costs incurred to permit subsequent inspection of any portion of work covered or completed at the location before correction of the conditions, whether or not such portion of work is found to meet Contract requirements.

The Contractor shall bear any additional inspection costs resulting from its failure to have a portion of work ready for inspection at the time requested by it for inspection, or from reinspection of any previously rejected portion of work where the defects requiring such rejection were due to the Contractor's fault or negligence. Such costs may be deducted, in whole or in part, from any monies due or that may become due to the Contractor under the Contract.

Inspection of materials and finished articles to be incorporated into any work may be made by the District at the place of production, manufacture, or shipment. When such inspection is to be performed, no such materials or finished articles shall be shipped from such place of inspection or incorporated in any work prior to inspection or without the written approval of the District. Equipment, materials, and work not in conformity with the Contract shall be corrected or replaced with satisfactory equipment and materials by and at the expense of the Contractor so as to conform to the Contract as determined by the District.

No acceptance of equipment, materials, or work shall be construed to result from such inspections by the District. Any inspections or tests or waivers thereof shall not relieve the Contractor of its responsibility for meeting the requirements of the Contract.

Where so required in the Contract, or whenever requested by the District, the Contractor shall, at its expense, promptly furnish to the District sample specimens of materials to be incorporated into any work. Samples shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the work. Samples of material from natural sources shall be taken in the presence of the District; otherwise, the sample will not be considered for testing. Samples shall be tagged or labeled securely and fully identified as to manufacturer, type, size or capacity, lot, and date, all as applicable and by reference to the applicable section and paragraph of the Contract. Materials for which samples are required shall not be used in any work until approved in writing by the District. Materials

incorporated in any work shall conform to such samples as the District, in his discretion, determines meet the requirements of the Contract. Samples will be returned to the Contractor only at the discretion of the District.

GC-22 PROJECT DOCUMENTS AND RECORD DRAWINGS

The Contractor shall keep on the work site a copy of the Project Documents and shall at all times give the District access thereto. Any drawings included in the detailed Specifications shall be regarded as part thereto and of the Contract. Anything mentioned in these Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The District will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance. It shall be the duty of the Contractor to see that the provisions of the Contract are complied with in detail irrespective of the inspection given the work during its progress by the District. Any failure on the part of the Contractor to observe the requirements contained in the Contract will be sufficient cause for the rejection of the work at any time before its acceptance.

The Contractor shall maintain, at the job site, one record set of Project Drawings in good order and clearly marked to show any deviations that have been made from the Project Drawings, including concealed construction and utility features that are revealed during the course of construction. Marked prints shall be updated at least once each week and shall be available to the District for review as to currency prior to developing partial payment estimates. Upon completion of the work, the marked set of prints shall be delivered to the District.

In the case of those drawings that depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the Record Drawings shall be updated by indicating those portions that are superseded by Change Order drawings or final shop drawings and by including appropriate reference information describing the Change Orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Requests for partial payments will not be approved if the updated set of drawings is not in good order or is not kept current. Request for final payment will not be approved until the complete and correct Record Drawings are delivered to the District.

GC-23 SAFETY REQUIREMENTS

In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible direction and control of the work and for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of other contractors or subcontractors; and employees, agents, and representatives of the District and regulatory agencies that may be on or about the work. Contractor shall also take such measures as may be necessary or required to assure that the safety and health of the employees and of the public may be safeguarded.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this Section. It is the intent of the District to provide a safe working environment under normal conditions.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations, and codes, and attention is drawn to the requirements of OSHA. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by its operations.

Contractor shall promptly and fully comply with and carry out safety, sanitary, and medical requirements as prescribed by federal, state, or local laws or regulations and industry standards. Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid shall be given.

The services of the District in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. However, The District reserves the right to stop work if the District believes that there is an imminent danger to persons or property. Even though the District reserves such rights, the exercise of such rights is at the District's sole discretion, and such reservations will not be construed as an obligation of the District to monitor or enforce the Contractor's safety program. The District's exercise of these rights shall not provide a basis for delay damages, extra compensation, and/or additional compensation to complete the work.

All costs in connection with meeting the requirements of this Section shall be borne by Contractor.

GC-24 CLEANING UP

Contractor shall, at all times, keep the premises occupied by it and access to such premises in a neat, clean, and safe condition. During the progress of work, the Contractor shall, at a minimum:

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of material.
2. Provide adequate storage of all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
3. Remove any accumulation of scrap, debris, waste material, and other items not required for construction of this work.
4. Dispose of existing materials and equipment to be demolished and removed and all trash, such as broken concrete, wood blocking, shipping containers, etc., resulting from the contract work off the premises occupied by the Contractor, including District property, at the Contractor's expense. District-leased dumpsters and other disposal containers on District's property, unless specifically provided by the Contractor, shall not be used by the Contractor.
5. Maintain all work areas within Contract work limits free from dust, as determined by the District. Industry-accepted methods of dust control, suitable for the area involved, will be permitted. No separate payment will be made to Contractor for dust control.

Upon completion of any portion of any work, Contractor shall promptly remove all of its equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, concrete forms, and other equipment and materials belonging to it or used in the performance of work; and Contractor shall leave the premises in a neat, clean, and safe condition.

The Contractor shall, as a minimum, conduct daily inspections to verify that requirements of this Section are being met. If the Contractor fails to comply with any of the foregoing, the District will transmit written notification of noncompliance. If, within five (5) days of the written notification, the Contractor fails to comply, cleanup may be undertaken by the District at the expense of the Contractor.

GC-25 CONTAMINATED SOILS/MATERIALS

Contaminated soils and materials shall include, but not be limited to, pollutants and/or materials defined as hazardous substances or hazardous wastes under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Hazardous Substances Control Act (Health and Safety Code Section 25300 and following), the Hazardous Waste Control Act (Health and Safety Code Section 25100 and following), or as defined as pollutants or contaminants under any other applicable state and federal laws and regulations. Said materials shall include, but not be limited to, friable asbestos, PCBs, petroleum products and its byproducts, and waste oil, among other substances.

Contractor shall notify the District by person or by telephone within two hours of discovery as to any contaminated soil or materials on or beneath the job site, including in buildings and related structures that could be impacted by the construction Project so discovered by the Contractor, its personnel, agents, representatives, consultants, or any other persons working under the direction and control of the Contractor. In addition, written notice shall be delivered to the District by the Contractor within 24 hours of discovery. Contractor shall require that like provisions be inserted in all contracts with its subcontractors and tiers of subcontractors. This shall not relieve the Contractor from the obligation and responsibility to ensure that the provisions of this General Condition are complied with.

The Contractor and its subcontractors shall immediately cease any and all work at the location of the discovery of the contaminated soils or materials until further notice from the District.

However, if the Contractor is specifically directed to conduct appropriate cleanup operations with respect to the contaminants discovered, the Contractor shall proceed with these operations. In addition, the Contractor shall notify the District of the discovery of said contaminants in the manner set forth above. Further, if the contaminants substantially vary from the description in the Contract as to type of material, quality of materials, level of concentration or toxicity, location, as to the materials' affect on groundwater, or vary in any other substantial manner from the description as set forth in the Contract, the Contractor shall immediately cease operations and notify the District in the manner set forth above.

All work done by the Contractor with respect to cleanup, removal, and remedial actions concerning the contaminated soils or materials shall be done according to law. All required notices shall be given by the Contractor to the County Environmental Health Hazard Materials

Section and other appropriate governmental agencies, including the State Department of Toxic Substances Control and Regional Water Quality Control Board, among others. The Contractor or any subcontractor doing such work on behalf of the Contractor shall have the appropriate certification, licenses, and permits prior to commencing any such cleanup, removal, and/or remedial work. The District shall not be responsible for the negligence of or violation of any laws, rules, regulations, or ordinances by the Contractor or any of the Contractor's subcontractors, agents, consultants, employees, or representatives in doing such cleanup, removal, and remedial work.

If any of the cleanup, removal, containment, and remediation work substantially impacts upon the community, including, but not limited to, traffic, odor, and health issues, the District reserves the right to direct that the manner of operations by the Contractor be revised accordingly to reduce or eliminate the adverse effects.

GC-26 EXISTING UTILITIES AND INTERFERENCES

The locations of known existing utilities and pipelines are shown on the Project Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities that are to remain in service subsequent to the construction of the particular new facility involved, and it will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

The Contractor shall be responsible for discovery of all existing underground installations in advance of excavating or trenching by contacting all local utilities 48 hours in advance and by prospecting. Contractor shall notify Underground Service Alert 48 hours prior to any excavation work.

The Contractor shall uncover and completely expose all piping where crossings, interferences, or connections are shown on the Project Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities that are to remain in service for any period subsequent to the construction of the run of pipe involved. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for work necessary to avoid interferences or for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workers or damage to the electrical ducts or conduits.

Notwithstanding any other provision of this Contract between the District and the Contractor:

- A. In accordance with the provisions of Section 4215 of the California Government Code, in any contract to which the District is a party, the District shall assume the responsibility between the parties to the contract for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project and that are a subject of the Contract if such utilities are not identified by the District in the Project Drawings and Specifications; provided, however, that nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings,

meter and junction boxes on or adjacent to the site of construction. The District will compensate the Contractor for the costs of locating and repairing damage and removing or relocating such utility facilities that are not indicated in the Project Drawings and Specifications, provided that the Contractor exercises due reasonable care.

- B. The owner of the utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.
- C. The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the District to show existing utilities or other existing facilities, excluding service laterals.

If interferences between existing utilities and proposed work occur at locations other than those shown on the Project Drawings, the Contractor shall notify the District, and a method for correcting said interference will be supplied by the District. Payment for correction of interferences not shown on the Project Drawings will be in accordance with the provisions of Section GC-27, Differing Site Conditions.

GC-27 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the District 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 materially from those indicated in the Project Documents and/or geotechnical report.
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Actions by the Contractor to disturb or cover the above conditions before the District is notified or has had the opportunity to investigate the conditions shall be deemed a waiver by the Contractor of any and all rights that the Contractor may have for additional compensation for increases in the Contractor's cost of, or the time required for, performance of any part of the work.

The District will promptly investigate the conditions; and if the District finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the District will issue a Change Order in accordance with the provisions of Section GC-28, Changes.

In the event that a dispute arises between the District and 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 that pertain to the resolution of disputes and protests between the contracting parties.

GC-28 CHANGES

District may, at any time, by written change order make changes in the work, or extend the time to complete the work, as deemed necessary by District. The Contractor shall perform the work when so ordered. Any such change or request will be authorized in writing by the District, provided that in the event of an emergency, which the District determines endangers life or property, any work required by reason of such an emergency shall be performed in accordance with oral orders from the District, which will be confirmed in writing as soon as practicable. Any such authorization, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such change or extra work.

If the District does not issue a written change order and the Contractor believes he is entitled to compensation or time in excess of the Contract amount arising out of the conduct of the work, Contractor may submit a written request for change to the District. Such requests for change will not be considered by the District unless the Contractor complies with the notification requirements of this paragraph. Contractor shall notify the District immediately upon learning of a condition, occurrence or circumstance that potentially will give rise to a request for change. If the initial notification is oral, Contractor shall confirm the notification in writing within five (5) days of the oral notification. The Contractor shall not proceed with the work involving the potential request for additional compensation without notifying the District of the subject conditions, occurrence, or circumstance unless an emergency exists or unless it is impossible to notify the District without creating an unreasonable delay in the work.

When changes in the work are required by the District or requested by Contractor, Contractor shall promptly estimate their effect on the cost or time of performance of this Contract and so notify the District. If requested by the District, Contractor shall supply any information to support Contractor's estimate of cost and/or time. No change shall be implemented by Contractor unless it is approved by the District in writing, and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the work.

If the District determines that any change materially affects the cost or time of performance of this Contract as a whole, Contractor and the District will mutually agree, in writing, to an equitable adjustment as specified in Section GC-29, Delays and Time Extensions and/or Section GC-30, Extra Work Payment. In the event of disagreement, the District will fix such adjustment that, in its opinion, be reasonable and proper, regard being had to all material and relevant factors including Contractor's direct costs and overhead. The Contractor may protest terms of such a change order in accordance with Section GC-31, Protest Procedure.

Contract change orders which affect the cost or term of performance shall be processed through the District's designated administrative representative, as shown in Section GC-5, Notices.

The District reserves the right to engage another contractor to perform the work if such engagement is in the District's best interest.

GC-29 DELAYS AND TIME EXTENSIONS

The time limits stated in the Contract are of the essence to the Contract. By executing the Contract, the Contractor confirms that the time limits set forth in the Contract, including interim or milestone dates, are reasonable periods for the performance of the work. The Contractor shall not be entitled to extensions of time limits at any time in the progress of the work unless the delay is occasioned by an act or neglect of the District or unless the delay in the completion of the work arises from unforeseeable causes beyond the control and without fault or negligence of both the Contractor and subcontractors or suppliers. Such unforeseeable causes may include: acts of God; acts of a public enemy; acts of a governmental entity not occasioned by the Contractor's, subcontractor's, or supplier's conduct; acts of another contractor in performance of a contract with the District; fires; floods; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; or other delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers.

If the Contractor seeks an extension of time for the completion of any phase of the work, the Contractor shall submit a written request to the District for an extension of time for the portion of the work so delayed within five (5) days of the onset of such delay, and such request shall fully state the reasons for such delay. When such a request is received, the District will ascertain the reasons for and the extent of such delay. If the District determines that the facts justify an extension of time, the Contract will be modified accordingly, through a written change order. If the District determines that the facts do not justify an extension of time, such request will be denied. The District's finding of fact of either determination will be given to the Contractor, and such findings shall be final unless the Contractor files a protest under Section GC-31, Protest Procedure. No extension will be granted for any portion of any delay unless the required written request is made by the Contractor as specified herein and the District finds justification for the request.

In any event, the Contractor expressly waived any right to delay damages from the District where a reasonable extension is granted, except when the District is responsible for the delay of the Contractor's performance of the work and which delay is unreasonable under the circumstances involved and not within the contemplation of the parties.

No time extensions will be granted nor extended overhead paid until a delay occurs which:

1. Impacts the Project's critical path,
2. Consumes all available float, slack time, or schedule contingency within the construction schedule (the time between the Contractor's scheduled early completion date and the Contract completion date), and
3. Extends work beyond the Contract completion date.

Float, slack time, or schedule contingency within the construction schedule is not for the exclusive use or benefit of the District or the Contractor but is a resource available to both parties as needed.

Except as limited by Section 7102 of the Public Contract Code, should the Contractor sustain any loss, damage, or delay through any act or omission of any other contractor or entities, the Contractor expressly waives any rights and any claims against the District, other than for an extension of time.

GC-30 EXTRA WORK PAYMENT

If the District determines that any change in the work materially affects the cost of this Contract as a whole, there shall be an equitable adjustment in the payment price. The price adjustment shall be determined by one of the following methods in the order of preference listed:

- A. Unit Price Change: Based on the unit prices contained in Section 2, Schedule of Bid, Part III, Bid Forms.

If there is a variation in the estimated Bid quantity listed in Section 2, Schedule of Bid, Part III, Bid Forms by more than one hundred fifty percent (150%) or less than fifty percent (50%) of the Bid quantity, either the District or the Contractor may notify the other party of their desire to renegotiate the Contract unit price with respect to those quantities outside of the permitted range of fifty percent (50%) below to one hundred fifty percent (150%) above the Bid quantity.

- B. Agreed Price Change: Mutually agreed-upon lump sum or unit price adjustment.

- C. Cost Plus Change: Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. A five percent (5%) mark-up will be added to the cost of extra work performed by subcontractors.

For cost plus changes, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents for itself and any subcontractors, including but not limited to payroll records, invoices, purchase orders, contracts and lease agreements. Contractor shall keep accurate records that clearly delineate the extra work from other Contract work.

The total payment made as provided above shall be deemed to be the actual cost of such work, including overhead costs, and shall constitute full compensation therefore.

When extra work is performed by subcontractor forces, Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work. No additional payment will be made by the District by reason of the performance of the work by a subcontractor.

GC-31 PROTEST PROCEDURE

If the Contractor objects to any direction, instruction, determination or decision provided by the District, the Contractor may submit a written protest. All such written protests must be submitted within ten (10) days after such direction, instruction, determination or decision is delivered to the Contractor in writing. If the direction, instruction, determination or decision is oral, Contractor must request that the District provide said oral direction, instruction, determination or decision within five (5) days of receiving the oral direction, instruction, determination or decision. The Contractor shall proceed without delay to perform work as directed, instructed, determined, or decided by the District and shall comply promptly with such directions, instructions, determinations, or decisions.

Written protests shall clearly state in detail the Contractor's objections, the reasons therefor, and the nature and amount of additional compensation or extension of time, if any, to which the Contractor contends it will be entitled thereby. It shall also include, if possible, Contract specification references, quantities, costs and any related detailed records.

The District will issue a decision upon each protest. If the District determines that the facts support the protest, the Contract will be modified accordingly, in writing. If the District determines that the facts do not support the protest, such request will be denied. The District's finding of fact of either determination will be given to the Contractor and such findings shall be final and conclusive.

If the Contractor disagrees with any terms or conditions set forth in an approved contract change order which it has not executed, and does not submit a written protest within the time specified above, payment will be made as set forth in the approved contract change order, and such payment shall constitute full compensation for all work included therein or required thereby.

The Contractor shall be deemed to have waived all grounds for protest of direction, instruction, determination, or decision and all claims for additional compensation, extensions of time, or damages occasioned thereby for which protest could have been made under this Section, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and determinative of the Contractor's obligations and rights under the Contract.

GC-32 RECORDS AND ACCOUNTS

The Contractor shall, at its expense, keep and maintain such records and accounts and shall require its subcontractors and suppliers to keep records and accounts in connection with the performance of the Contract. The Contractor shall maintain, in a businesslike manner, records, accounts, and other evidence directly pertinent to the performance of work under this Contract in accordance with Generally Accepted Accounting Principles and practices consistently applied and applicable under California and federal law. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of cost submissions required for this Contract or any Change Order. The District, or its authorized representatives, shall have access, at all times during normal business hours, to such records, accounts, and other evidence for the purpose of inspection, audit, and copying. The Contractor shall provide proper business facilities for such access, inspection, and copying at no cost to the District.

The Contractor shall furnish to the District, upon request, an accurate written allocation of the total amount of the price paid for performance of work under the Contract to the various elements of the work, as may be required by the District for accounting purposes and for public record. If the District determines that any price (including profit) negotiated in connection with this Contract, Change Order, or any cost reimbursable under this Contract, was increased by any significant sum because the Contractor, subcontractor, or supplier furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the Contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction under this Section shall be subject to Section GC-31, Protest Procedure.

Such records and accounts shall remain accessible to the District for a period of not less than three (3) years beyond the date of formal acceptance as provided under Section GC-35, Acceptance of the Contract and Final Payment. The Contractor shall agree to include this Section in all its contracts, subcontracts, and purchase orders with suppliers in excess of \$10,000.

GC-33 PROGRESS PAYMENTS

- A. Monthly Progress Payments: Monthly progress payments will be made as the work proceeds. Such payments will be made according to estimates of the amount and value of work satisfactorily performed by the Contractor up to the time of each estimate.

Progress payment estimates shall be made by the Contractor and submitted to the District for review and concurrence. Once the District has agreed to the items of cost, the Contractor shall prepare a progress payment request and submit the request for payment. The burden of requesting payment is on the Contractor. The District has no obligation to pay for a separate item of cost unless that item of cost is included in a progress payment request by the Contractor.

Contractor's progress payment requests shall be made in writing on or about the twenty-fifth (25th) day of each calendar month, and payment will be made within twenty-one (21) days after the District verifies that the request has been properly filed and submitted. Progress estimates will not be required to be made by strict measurement, but may be by measurement or by estimation or partly by one method and partly by another.

Pursuant to Section 20104.50 of the Public Contract Code, the District will pay interest on progress payments held over thirty (30) days from the date of submission, as long as the request for payment by the Contractor is deemed properly filed and submitted. A request for payment by the Contractor will not be deemed properly filed or submitted until such time as the Record Drawings are reviewed and found to be current. The date of submission is the date the District's representative signs the progress payment request form in the space provided for the District. This signature will verify that the request has been properly filed and submitted.

- B. Detailed Cost Breakdown: Prior to preparation of the first progress payment request by the Contractor, the Contractor shall submit to the District a detailed cost breakdown of the work under each bid item awarded. If the initial detailed cost breakdown is not accepted by the District, additional cost breakdowns shall be submitted by the Contractor until the District determines that the cost breakdown is acceptable. Upon acceptance by the District, the breakdown will then become the basis for partial payment determination. Bond and insurance costs shall not be considered a separate item of cost for this purpose but shall be included in mobilization/demobilization.
- C. Retainage: In making progress payments, the District shall retain five percent (5%) of the cumulative estimated amount until final acceptance of all work under the Contract as set forth under Section GC-35, Acceptance of Contract and Final Payment. The Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Contract, or the Contractor may request that the District have such funds, which the District would otherwise withhold from progress payments to ensure performance, deposited in an escrow account pursuant to Section 22300 of the

California Public Contract Code. The Contractor may exercise the option of substituting securities or depositing funds in an escrow account by executing the Escrow Agreement for Security Deposits in Lieu of Retention in the form supplied by the District upon request.

- D. Withholding Payment: Any payments otherwise payable under the Contract may be withheld, in whole or in part, by the District, if in the discretion of the District, it is necessary to protect the District from loss due to the following:
1. Defective work that is not remedied; or
 2. Third-party claims filed or reasonable evidence indicating probable filing of such claims; or
 3. Contractor's failure to make payments to subcontractors for labor, equipment, materials, or products to which a subcontractor is entitled; or
 4. Evidence that the work cannot be completed for the unpaid balance of the Contract sum; or
 5. Contractor's failure to submit an acceptable construction schedule or failure to update the schedule; or
 6. Any and all damage to the District, or another contractor, resulting from the Contractor's action or inaction; or
 7. Contractor's failure or inability to maintain insurance coverage and bonds as required by the Project Documents throughout the course of the job; or
 8. Contractor's repeated failure to carry out the work in accordance with the Project Documents; or
 9. Contractor's failure to provide copies of certified payrolls, as specified in this Section GC-7, Laws, Regulations and Prevailing Wages; or
 10. Contractor's failure to comply with the laws or regulations of any federal, state, or local government; or
 11. Untimely repair of any damage resulting from the Contractor's operations or untimely restoration of property, affected by the construction, to a preconstruction condition.

In addition, the District may deduct from any progress payment due the Contractor any amount the District may be currently, or in the future, authorized to retain pursuant to federal, state, or local laws or regulations, any amount due the District from the Contractor, and any other amount that the District is otherwise authorized to retain as specified in Part VI, Special Conditions.

The District will withhold an amount from any progress payment due the Contractor, which will not exceed twice the value of any necessary repairs, corrections, or replacements, to assure that the Contractor completes all repairs, corrections, or replacements for which the Contractor is responsible. The Contractor shall receive payments of said retained amount after the repairs, corrections, or replacements are completed.

Any amount withheld for the reasons stated above shall be based on estimates made by the District and shall be in addition to any amount previously withheld. The Contractor may avoid withholding of amounts from a progress payment by eliminating the cause of the withholding to the satisfaction of the District.

If the Contractor fails to meet the obligations set forth above, upon written notice by the District, the District may discharge such obligations and deduct all costs in connection with the District's discharge of Contractor's obligations from any payments that may become due to the Contractor. If the amount withheld from payment(s) is insufficient to meet such costs, or if any claim or charge against the Contractor shall be discharged by the District after the final Contract payment is made, Contractor and its Sureties shall promptly pay the District all costs incurred thereby, regardless of when such claim arose or whether such claim constitutes a lien upon the Project or the real property upon which the Project is situated.

In the event that District finds Contractor in default, such that the District calls upon the Contractor's surety to perform the remainder of the project, including but not limited to entering into a takeover agreement with Contractor's surety, Contractor shall execute all documents as necessary to transfer or assign the Escrow Agreement called for herein. Contractor shall notify the District of such assignment and transfer such that District shall be fully informed.

- E. Ownership and Waiver: All equipment, materials, products, and work covered by progress payments will, upon payment, become the property of the District. However, this provision shall neither be construed as constituting acceptance of any work or as relieving the Contractor from the sole responsibility for all equipment, materials, products, and work upon which payments have been made, including the restoration of any damaged work until final acceptance thereof, unless specifically provided for elsewhere. The payment for any equipment, material, products, and work covered by a progress payment does not constitute a waiver of the District's right to require fulfillment of all of the terms of the Contract.

The Contractor's acceptance of any payment made under the terms of this Contract shall operate as, and shall be, a release to the District and a waiver of all claims by the Contractor against the District that may arise from the completed work for which payment has been made, except those claims previously submitted to the District in writing pursuant to Government Code Section 901 et seq., which are disputed at the time of the payment.

- F. Subcontractor Payments: The District informs Contractor, and Contractor by execution of the Contract takes cognizance of the following: Contractor must pay progress payments to subcontractors no later than seven (7) days after receipt from the District. If Contractor fails to make progress payments to subcontractors within seven (7) days, then Contractor is subject to penalties of 2% per month, disciplinary action, and attorneys' fees of subcontractors.
- G. Payment for Equipment, Materials, and Products: Generally, the Contractor will not be compensated for equipment, materials, and/or products delivered to the site until after they are incorporated in the work. However, if the District determines that the progress of the work will benefit by the delivery to the site of certain equipment, materials, and/or products in advance of their actual requirement, and if such equipment, materials, and/or

products are delivered, a portion of the cost of the equipment, materials, and/or products may be included in progress payments.

GC-34 LIENS AND STOP NOTICE

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same; and until such discharge, removal, or disposition, the District shall have the right to retain from any monies payable to the Contractor an amount that, in the District's sole judgment, the District deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the District a Stop Notice as provided in Sections 9350 through 9510 of the Civil Code of the State of California, the District shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such Stop Notice and to provide for the reasonable cost of any litigation thereunder, provided that, if the District shall, in the District's discretion, permit the Contractor to file with the District the bond referred to in Section 9364 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such Stop Notice. The monies that the District withholds shall be a minimum of one hundred twenty-five percent (125%) of the face value of the Stop Notice.

GC-35 ACCEPTANCE OF CONTRACT AND FINAL PAYMENT

- A. Final Acceptance: Whenever the Contractor deems that its obligations under the Contract have been fulfilled, the Contractor shall, in writing, so notify the District. This notification shall include a request for the District to make a final inspection. Upon receipt of such notice, the District will, in company with the Contractor, inspect the work that has been performed. If the District determines that the request is appropriate, the District will make a final inspection.

If any deficiencies are discovered by the District during the final inspection of the work, a "punch list" stating the deficiencies will be prepared and transmitted to the Contractor for correction. Upon correction of the deficiencies, the Contractor shall notify the District. The District will reinspect the corrected work. If the District determines that all work is completed except for minor punch-list items, and that all other requirements of the Contract have been met, the District will recommend acceptance of the Contract work to the District's General Manager.

Immediately upon acceptance by the General Manager and without further acknowledgement by the parties, the Contractor is relieved of the duty of maintaining and protecting the Contract work as a whole except as required by the warranty, guaranty, insurance, indemnity, and all other conditions of the Contract that are intended to continue after acceptance of the Contract. Guaranty and warranty periods required by the Contract and the statutory period for the filing of liens and Stop Notices shall commence on the date of acceptance by the General Manager.

Additionally, upon the General Manager's acceptance of the Contract work, the District will cause a Notice of Completion of all work under the Contract to be filed in the office of the District and the office of the County Recorder of Tuolumne County, in accordance with Section 4005 of the Government Code of the State of California. Upon expiration of the statutory period for filing of liens and Stop Notices and provided no liens or Stop Notices have been filed, the District will authorize release or release the retention, less all such amounts the District may be authorized or required to reserve or retain.

- B. Release of Claims and Subcontractor Payments: The Contractor shall provide a release of all claims arising out of work related to undisputed Contract amounts. Final payment shall be subject to the Contractor's execution of a release in favor of the District, its directors, officers, representatives, agents, and employees, as to all claims arising out of the Contract work and District liability to the Contractor, or any third party, for anything done in relation to or furnished for any work related to undisputed Contract amounts. Such release shall include claims for any act or omission of the District, its directors, officers, representatives, agents, and employees, respectively, or of any person relating to or affecting any work related to such final payment. All prior progress payments, being estimates, will be subject to adjustment in the final payment.

Claims by the Contractor for additional compensation or damages remaining in dispute, as set forth in the final payment release, shall be excluded from the terms of the release. The District may withhold from the final payment up to one hundred fifty percent (150%) of the estimated value of claims by the District, or third parties against the Contractor, including but not limited to, claims regarding amounts previously paid to the Contractor by the District.

The release signed by the Contractor as part of the final payment shall be in substantially the following form:

Final Payment and Release

District Project Name _____
District Project Number _____

The acceptance by Contractor of the final Contract payment in the sum of \$_____ covering undisputed Contract amounts shall operate as, and shall be a release to the Twain Harte Community Services District (District), the District's directors, officers, representatives, agents, and employees, respectively, from all claims of and liability to the Contractor (except as set forth below), including claims of the Contractor as the successor in interest by assignment or otherwise, to claims of laborers, mechanics, subcontractors, consultants, and materialmen, and including claims by laborers, mechanics, subcontractors, consultants, and materialmen as successors in interest by assignment or otherwise, arising out of the work performed under the Contract which are related to said undisputed Contract amounts. This Release shall be effective as to all claims of the Contractor arising out of or in connection with the performance of the work under this Contract with respect to said undisputed Contract amounts, including tort claims, which are known to the Contractor or reasonably should have been known to the Contractor at the date of the signing of this Release. The acceptance by Contractor of the final Contract payment described above shall operate as a waiver of all claims described herein and of any entitlement to additional payment arising out of the Contract, except as to those claims by the Contractor and their

respective estimated dollar amounts listed herein below. It is understood that the amounts set forth below are good faith estimates and may be subject to some reasonable modification. It is intended that this Release be construed in accordance with the limitations set forth in California Public Contract Code, Section §7100.

<u>DESCRIPTION OF DISPUTED CLAIM</u>	<u>ESTIMATED AMOUNT OF DISPUTED CLAIM</u>
_____	\$ _____

Signed: _____

By: _____
(typed or printed)

Title: _____

Company Name: _____

Date: _____

The District, at its discretion, may elect to issue final payments directly to certain of the subcontractors, or to issue joint check payments, payable to the Contractor and subcontractor involved. Contractor agrees to verify the correctness of any final payments to be made to subcontractors by the District and acknowledge the same in writing to the District within five (5) days of written request from the District. If the Contractor disputes the correctness of any final payment to be made to a subcontractor, the Contractor shall so notify the District in writing of the matters in dispute and the amounts thereof. The notice shall be in writing delivered to the District within five (5) days of the above-written request from the District. Said payments shall be made in accordance with estimates made by the Contractor and/or subcontractor and approved by the District of the amount and value of work satisfactorily performed by the subcontractor. Amounts so paid to the subcontractor shall be deducted from any amounts due to the Contractor under the terms of the Contract and any Change or Extra Work Orders. However, to the extent that the Contractor disputes any portion or all of the estimated payment due a subcontractor, an amount not to exceed one hundred fifty percent (150%) of the disputed amount will be withheld from the payment to the subcontractor. If the entire amount due to the subcontractor is disputed by the Contractor, then up to one hundred fifty percent (150%) of this entire amount may be deducted from payments to the Contractor until the dispute is resolved.

If, as stated above, the District elects to issue final payments to a subcontractor or subcontractors or to issue joint check payments, the District may request, as part of its payment to the subcontractor or subcontractors involved, that said subcontractor or subcontractors sign a Conditional Waiver and Release Upon Final Payment to the subcontractor, which shall be in substantially the following form:

Conditional Waiver and Release Upon Final Payment to Subcontractor

Upon receipt by the undersigned of a check from Twain Harte Community Services District (District) in the sum of \$_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, Stop Notice, or bond right the undersigned has on the Contract. This release covers the final payment of the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work described in the attached sheet, if any, in the amount of \$_____.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date: _____
By: _____
Title: _____

_____ Company Name

GC-36 SURVIVAL

Notwithstanding the District's acceptance of the work and payment, Contractor shall remain obligated under all clauses of this Contract, which expressly or by their nature extend beyond and survive such acceptance and payment or termination.

GC-37 WARRANTY

Contractor warrants that the work performed pursuant to the Contract shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract. Contractor warrants all equipment and materials furnished by it and all work performed by it under the Contract against defective design (unless furnished by the District), materials, and workmanship for a period of one (1) year from and after final acceptance regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors or suppliers of any tier. Performance and Payment Bonds, if any, shall remain in full force and effect during such warranty periods.

If, after installation and acceptance, the operation or use of the material or equipment furnished under this Contract proves to be unsatisfactory to the District, the District shall have the right to operate and use such materials and equipment until it can, without damage to the District, be taken out of service for correction or replacement by Contractor at its expense. The warranty period for the materials or equipment which are replaced shall be one (1) year from and after the replacement materials or equipment are satisfactorily installed.

Upon receipt of written notice from the District of any breach of warranty during the applicable warranty period, the affected item shall be redesigned, repaired, or replaced by Contractor and it shall perform such tests as the District may require to verify that such redesign, repairs, and replacement comply with the requirements of the Contract. As to the redesigned, repaired, or replaced work, Contractor warrants such redesigned, repaired, or replaced work against

defective design, materials, and workmanship for a period of one (1) year from and after the date of acceptance of such work. The District reserves the right to require that Contractor perform such repair or replacement work.

The District also reserves the right to make such repairs or replacements, if, within seven (7) calendar days after mailing of a notice in writing to Contractor and Surety, if any, Contractor shall neglect to make or undertake with due diligence the aforesaid repairs or replacements and that Surety, if any, within seven (7) calendar days after mailing of a notice in writing of such negligence of Contractor shall neglect to make or undertake with due diligence the aforesaid repairs or replacements itself, provided, however, that in the case of an emergency where in the opinion of the District delay would cause hazard to health or serious loss or damage, repair may be made without notice being sent to Contractor or Surety, and Contractor shall pay the cost thereof.

All costs, including manpower and materials incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access and all other costs incurred as the result of a breach of warranty shall be borne by Contractor whether performed by the District or Contractor.

Nothing in this section shall be construed to limit, relieve or release Contractor's, subcontractor's, and equipment supplier's liability to the District for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors.

The Performance Bond shall extend for a period of one (1) year after acceptance of the Contract by the District and shall cover the Contractor's obligations resulting from the warranty requirements herein specified.

GC-38 COST-REDUCTION INCENTIVE

The Contractor may submit to the District, in writing, proposals for modifying the Project Drawings, Technical Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction. The cost-reduction proposal shall not impair in any manner the essential functions or characteristics of the Project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost-reduction proposals shall contain the following information:

1. A description of both the existing Contract requirements for performing the work and the proposed changes.
2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the work under the existing Contract and under the proposed change. The estimates of cost shall be priced in the same manner as if the work were to be paid for as an extra work payment, as provided in Section GC-30, Extra Work Payment.

4. A statement of the time within which the District must make a decision thereon.
5. The Contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section shall not be construed to require the District to consider any cost-reduction proposal that may be submitted hereunder. The District will not be liable to the Contractor for failure to accept or act upon any cost-reduction proposal submitted pursuant to this Section nor for any delays to the work attributable to any such proposal. If a cost-reduction proposal is similar to a change in the Project Drawings or Technical Specifications under consideration by the District for the Project at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions, or standard plans adopted by the District after the advertisement for the Contract, the District will not accept such proposal, and the District reserves the right to make such changes without compensation to the Contractor under the provisions of this Section.

The Contractor shall continue to perform the work in accordance with the requirements of the Contract until an executed Change Order incorporating the cost-reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost-reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost-reduction proposal shall be deemed rejected.

The District shall be the sole judge of the acceptability of a cost-reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid prices if, in the judgment of the District, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

If the Contractor's cost-reduction proposal is accepted in whole or in part, such acceptance will be a Contract Change Order, which shall specifically state that it is executed pursuant to Section GC-28, Changes. Such Change Order shall incorporate the changes in the Project Drawings and Technical Specifications that are necessary to be put into effect and shall include any conditions upon which the District's approval thereof is based if the approval of the District is conditional. The Change Order shall also set forth the estimated net savings in construction costs attributable to the cost-reduction proposal effectuated by the Change Order and shall further provide that **fifty percent (50%) of said estimated net savings amount be included as compensation for the Contractor**. The Contractor's cost of preparing the cost-reduction proposal shall be excluded from consideration in determining the estimated net savings in construction costs.

The District reserves the right, where it deems such action appropriate, to require the Contractor to share in the District's costs of investigating a cost-reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the District to deduct amounts payable to the District from any monies due or that may become due to the Contractor under the Change Order. The Change Order incorporating the cost-reduction proposal and the Contractor's fifty percent (50%) share of the net savings will also include any deductions for the Contractor's share of the District's cost of investigating the proposals per the agreement between the District and the Contractor.

Acceptance of the cost-reduction proposal and performance of the work thereunder shall not extend the time of completion of the Contract, unless specifically provided for in the Contract Change Order authorizing the use of the cost-reduction proposal.

The amount specified to be paid to the Contractor in the Change Order that effectuates a cost-reduction proposal shall constitute full compensation to the Contractor for the cost-reduction proposal and the performance of the work thereof pursuant to the said Change Order.

PART VI SPECIAL CONDITIONS

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**PART VI
SPECIAL CONDITIONS**

SC-1 INSURANCE

A. Contractor shall, at its expense, procure and maintain insurance provided by insurance companies with an A.M. Best's Insurance Rating of "A:VII" or better on all of its operations under this Contract for the duration of the Project and the warranty period, except for the liability insurance for the Products-Completed Operations Hazard as specified in Subsection A.2, as follows:

1. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than \$1,000,000 per accident, \$1,000,000 per each employee for disease, and \$1,000,000 policy limit.

The insurer shall waive all rights of subrogation against the District, its officers, directors, and employees.

2. General Liability Insurance: Contractor shall carry general liability insurance covering all operations by or on behalf of Contractor for the following limits of liability:
 - a. Minimum combined single limit of liability of \$2,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;
 - b. Minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability;
 - c. Minimum limit of liability of \$2,000,000 each occurrence for products/completed operations liability;
 - d. General aggregate limit of not less than \$2,000,000, which shall be provided on a per project basis.

Contractor's General Liability Insurance shall be written on an "occurrence" form and provide coverage at least as broad as the most recent version of Insurance Services Office Commercial General Liability form CG 0001.

Coverage shall include, or be endorsed to include:

- a. Coverage for personal injury liability assumed under contract;
- b. Liability arising out of the use and operation of any District-furnished equipment by the Contractor, its personnel and others;
- c. XCU coverage for claims arising from explosion, collapse and underground damage;
- d. Accidental spillage, cleanup and other related costs;

- e. Contractual liability coverage for all oral and written contracts including indemnity provisions contained herein;
- f. Cross Liability and Severability of Inter

The District, its officers, directors, and employees shall be named as additional insureds on the Contractor's policies by a provision or endorsement providing coverage at least as broad as Insurance Services Office's Additional Insured - Owners, Lessees, or Contractors (Form B) endorsement Number CG 2010 11/85.

The required additional insured coverage for the District shall be primary and specify that any other insurance or self-insurance maintained by the District shall not be called upon to contribute with Contractor's insurance.

Contractor shall maintain liability insurance for the "Products-Completed Operations Hazard" for three (3) years following completion of Contractor's work under this Contract and acceptance by the District. Contractor shall provide updated Certificates of Insurance to the District during these subsequent three (3) years as evidence of continued coverage.

- 3. Automobile Liability Insurance: The Contractor shall carry Automobile Liability Insurance at least as broad as the most recent version of Insurance Services Office Business Automobile Liability (form Number CA 0001) on all owned, non-owned, and hired autos, with a single limit for bodily injury and property damage of \$2,000,000 per occurrence. The coverage shall remain in force during the warranty period. The policy shall also include liability arising out of the use and operation of District-furnished vehicles by the Contractor, its personnel, and others.

B. The following provisions shall also apply:

- 1. Each required insurance policy shall be endorsed to state that coverage shall not be canceled or reduced without thirty (30) days' prior written notice to the DISTRICT. Ten (10) days' notice shall be provided for cancellation for nonpayment of premiums.
- 2. Deductibles shall not exceed \$5,000 per occurrence with a deductible aggregate of \$5,000. The Contractor shall be solely responsible for payment of deductibles.
- 3. CONTRACTOR shall furnish the DISTRICT with original, signed certificates and original, signed amendatory endorsements. All such certificates and endorsements shall be received and reviewed by the DISTRICT before any work begins under this agreement. The certificates and amendatory endorsements shall be signed by an individual who is authorized to sign on behalf of the insurer covering the CONTRACTOR.
- 4. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies at any time.
- 5. CONTRACTOR shall include all SUBCONTRACTORS as insureds under its policies or shall cause each SUBCONTRACTOR employed by CONTRACTOR to purchase

and maintain insurance of the types and limits specified in this section. Upon the DISTRICT's request, CONTRACTOR shall furnish copies of certificates and endorsements evidencing coverage for each SUBCONTRACTOR.

6. All insurance correspondence, notices, certificates, and endorsements shall each separately reference "All DISTRICT Operations" or "All DISTRICT Projects."
7. In the event CONTRACTOR fails to comply with this Section, the DISTRICT may take such action as the DISTRICT deems necessary to protect the DISTRICT's interest. Such action may include but is not limited to termination of the Contract, withholding of payments, or other actions as the DISTRICT deems appropriate.

SC-2 BEGINNING AND PROSECUTION OF THE WORK

Contractor shall be authorized to begin work upon receipt of the Notice to Proceed and shall begin work within ten (10) calendar days from said receipt. Submittal preparation shall count as commencing work. Contractor shall diligently prosecute the work to completion with the time of performance provided in Part VI, Special Conditions, Section SC-6, Substantial Completion and Project Milestones.

Contractor shall notify the District in writing of its intent to begin work at the site at least one working day before work is actually begun. Contractor shall also promptly notify the District of any Contractor-initiated suspensions and resumptions of work during the contract period, allowing as much advance warning as possible. The notice to resume work shall be given to the District not less than one working day in advance of resuming work.

Contractor shall prosecute the work with sufficient forces, construction plant, and equipment and shall work such hours, including extra shifts and overtime operations as may be necessary to ensure the completion of the work in accordance with the construction schedule and specified time of performance.

If at any time during the progress of work, the Contractor's actual progress, as determined by the District, is inadequate to meet the requirements of the Contract, the District may notify the Contractor of such imminent or actual noncompliance with the Contract. The Contractor shall thereupon take such steps as may be necessary to improve its progress including, but not limited to, an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction equipment, all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor from its obligations to achieve the quality of work and rate or progress required by the Contract.

Failure of the Contractor to comply with the instructions of the District under these provisions may be grounds for determination by the District that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with Part V, General Conditions, Section GC-15, Termination of Right to Proceed, herein. Said termination shall be without prejudice to any other remedies available to the District.

SC-3 HOURS OF WORK

- A. Hours of Work: Hours of work shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.
- B. Weekend Work: No work shall be done on weekends unless specifically authorized by the District.
- C. Night Work: Night work shall not be allowed except under special circumstances. The Contractor may be permitted to work at night with approval of the District, in order to maintain the required progress or protect the work from the elements. The Contractor may also be required to prosecute the work at night if, at any time, the District shall deem it necessary for the progress of the work or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the District. When required by the District, the Contractor will be compensated in accordance with Part V, General Conditions, Section GC-30, Extra Work Payment. However, if the Contractor is required to work at night or on weekends to meet the time limits contained in the construction schedule and is not pursuing the work diligently, no additional compensation will be allowed.

Should any of the work be performed at night or where daylight is obscured or too dark, the Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily, and safely, and to permit thorough inspection. The access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in accordance with all applicable standards, securely fastened in place at all points, and shall be kept as far as possible from other electrical wires, telephone wires, signal wires, and wires used for firing blasts. For night work, if any be performed, the Contractor shall employ a crew organized and prepared for regular and continuous night work.

SC-4 BASIS OF PAYMENT

Contractor's attention is directed to Section 01 20 50, Measurement and Payment, of Part VII, Technical Specifications, for basis for payment, general description of bid items and other payment information.

SC-5 LIQUIDATED DAMAGES

The time limits stated in the Contract are of the essence. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not substantially completed before or upon the expiration of the time limits set forth in the Contract, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain in the event of and by reason of such delay.

It is therefore agreed that Contractor shall pay to the District the following amount per day for each calendar day in excess of each milestone completion date required by the Contract, and the date the District deems the milestone work to be completed by the Contractor:

<u>MILESTONE</u>	<u>LIQUIDATED DAMAGE</u>
1 – Substantial Completion	\$300/day

It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by the District and Contractor agrees to pay such liquidated damages as herein provided as liquidated damages and not as penalty. In case the liquidated damages are not paid, Contractor agrees that the District may deduct the amount thereof from any money due to or that may become due Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount from Contractor or its surety.

The assessment of liquidated damages under this provision shall not preclude recovery by the District of other damages subject to reasonable quantification, including consequential damages. Consequential and other damages not provided for by this liquidated damages provision may include, but are not limited to, first- and third-party claims for personal injuries and/or property damages, inverse condemnation, environmental claims, or regulatory fees or fines imposed in whole or in part due to Contractor's acts or failures to act.

SC-6 SUBSTANTIAL COMPLETION AND PROJECT MILESTONES

<u>MILESTONE</u>	<u>COMPLETION DATE</u>
Substantial Completion	August 31, 2025

When construction is sufficiently complete in accordance with the Contract so that the District can occupy or utilize all portions and all systems of the work for all of the uses for which said work was intended or turn the completed site over for final remaining Project work, and when Contractor has furnished the "as-built" drawings, operations and maintenance manuals, test and compliance certificates, equipment and system warranties, and all other documents required by the Contract, the work will be considered substantially complete.

When the Contractor considers that the work is substantially complete, the Contractor shall request an inspection for substantial completion. When the District determines, on the basis of the inspection, that all portions and all systems of the work are substantially complete, the District will prepare a Certificate of Substantial Completion that will establish the date of substantial completion of the work; shall state the responsibilities of the District and the Contractor for security, maintenance, operation, and insurance; and shall list the items remaining to be completed or corrected. Failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract.

The District will have the right to restrict Contractor's use of the occupied portions of the work after the date of substantial completion, but the District will allow the Contractor reasonable access to complete or correct items required by the Contract.

The issuance of the Certificate of Substantial Completion for the work shall not relieve the Contractor of its obligation to promptly remedy any omissions and latent or unnoticed defects in the work covered by the Certificate of Substantial Completion.

A Certificate of Substantial Completion will not constitute acceptance of the work. A Certificate of Substantial Completion will fix the date for lowering the amount of liquidated damages to the value specified in the Contract for the period after substantial completion and before completion.

SC-7 SHUTDOWNS AND CONNECTIONS

The Contractor shall, at all times, conduct its operation so as to interfere as little as possible with existing District facilities and/or processes.

The Contractor shall connect to existing facilities and/or processes as necessary to complete the Project. The Contractor shall give five (5) working days' advance notice and receive prior written approval from the District for all connections to existing facilities and/or processes, whether such connections are "live" or "inactive."

All work on connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest possible time when the demands on the facilities best permit such interference. In some cases, it may be necessary to work outside of normal working hours to meet these requirements. Before starting work that will interfere with the operation of existing facilities, the Contractor shall do all possible preparatory work and shall see that all tools, materials, and equipment are made ready and located at the job site. No connections shall be made without the District's prior approval.

SC-8 USE OF COMPLETED PORTIONS OF WORK

Whenever, as determined by the District, any portion of work performed by Contractor is in a condition suitable for use, the District may take possession of or use such portion.

THE DISTRICT DESIRES TO TAKE POSSESSION OF THE PARKING AREA AS SOON AS POSSIBLE TO PROVIDE REGULAR ACCESS TO THE OFFICE AND BOARD ROOM FOR ITS CUSTOMERS.

Such use by the District will in no case be construed as constituting final acceptance and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the District of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to the District, the District will have the right to continue such use until such portion of work can, without injury to the District, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract, provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed four months unless otherwise mutually agreed upon in writing between the parties. The completion of corrections or replacements shall occur before acceptance of the Contract, unless otherwise mutually agreed upon in writing between the parties.

SC-9 SPECIAL SAFETY PRECAUTIONS

Contractor is hereby informed that work on this Project could be hazardous. Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.

CONTRACTOR IS ADVISED THAT THE WORK WILL BE PERFORMED IN AN AREA ADJACENT TO A PUBLIC OFFICE BUILDING THAT MUST REMAIN OPEN TO STAFF AND PUBLIC DURING NORMAL BUSINESS HOURS – 8 A.M. – 4 P.M., MONDAY THROUGH FRIDAY. CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT THE PUBLIC.

SC-10 CONTRACTOR FACILITIES

Contractor shall, at all times, maintain all portions of the jobsite in a neat, clean, and sanitary condition. The Contractor shall, as a minimum, conduct daily inspections to verify that requirements of this Section are being met.

The job site is located adjacent to a private residence and on the property of a public governmental office and fire equipment storage building. Contractor's work and facilities shall not interfere with access to or operation of the governmental office, storage building and private residence.

District dumpsters and other disposal containers located near the site shall not be used by the Contractor.

Contractor may use the adjacent fire hydrant for construction water.

Contractor must provide its own sanitation facilities or may use the public restrooms located at Eproson Park.

SC-11 SECURITY

Contractor shall maintain the sole responsibility for securing the site to protect Project work, secure materials and equipment, and protect the safety of the public. The Contractor shall be solely responsible for remedying any losses, damages or issues due to Contractor's failure to appropriately secure the site.

SC-12 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall, at its expense, store and maintain all materials and equipment as specified in the Contract or, where not specified, in such a manner as to assure the preservation of their quality and fitness, including warehousing if required by the District, and so as to facilitate job-site safety and convenient inspection by the District. The Contractor shall not dispose, remove, or otherwise encumber any of the materials or equipment so stored except as authorized in writing by the District.

At the sole discretion of the District, the District may allow some materials and equipment to be stored in the District's equipment storage yard, located across the street from the Project site.

The Contractor shall be responsible for, and shall bear any and all risk of loss of, or damage to, any work and all materials and equipment until final acceptance under the Contract, unless such loss or damage results from the active negligence of the District or any act of God as defined herein.

SC-13 USE, SALVAGE AND DISPOSAL OF MATERIALS

- A. Use: The Contractor, with the written permission of the District, may use in the proposed construction such stone, gravel, sand, or other material suitable in the opinion of the District as may be found at the Project site. The Contractor shall satisfy itself as to the quantity of materials that meet the Specifications, which may be produced or obtained at local sources, and the District will not assume any responsibility as to the quantities or quality of materials available

Unless otherwise provided in the Contract, the title and interest in the right to the use of all water, and the title to all soil, stone, gravel, sand, minerals, timber, and all other materials developed or obtained within the Project limits from operations by the Contractor or any of its subcontractors, or any of their representatives or employees, and the right to use or dispose of the same, are hereby expressly reserved to the District; and neither the Contractor nor any of its subcontractors nor any of their representatives or employees shall have any right, title, or interest in or to any part thereof.

- B. Salvage: Existing items to be salvaged shall remain the property of the District. Items to be reinstalled in the work shall be refurbished as required before reinstallation. Items to be salvaged shall be carefully removed and handled in such a manner as to avoid damage and shall be delivered to storage at a location designated by the District.
- C. Disposal: Existing materials and equipment to be demolished, removed, and disposed as noted on the drawings and all trash such as broken concrete, wood blocking, shipping containers, etc., resulting from the Contract work shall be disposed off District property at Contractor's expense. District-leased dumpsters and other disposal containers on the District's property shall not be used by Contractor.

SC-14 NOT USED

SC-15 DISTRICT-FURNISHED MATERIALS OR EQUIPMENT

The District will not furnish any materials or equipment for this Project; however, suitable onsite materials removed during demolition may be re-used in the work. The District shall determine whether said materials are suitable for reuse.

SC-16 ACCESS AND COOPERATION

The Contractor's attention is drawn to the fact that the public offices on the property must remain operational during Contractor's work. CONTRACTOR SHALL PROVIDE SAFE ACCESS TO DISTRICT STAFF AND PUBLIC DURING NORMAL BUSINESS HOURS THROUGHOUT CONSTRUCTION.

Normal business hours are Monday through Friday, 8 a.m. to 4 p.m.

The District may, in its sole discretion, allow public access to the office to be restricted for brief periods time. Such restrictions must be requested by the Contractor and approved by the District.

Contractor's attention is also directed to the fact that the storage building on site and adjacent equipment storage yard and training facility must remain operational throughout construction.

Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facility operation consistent with the necessity for making the connections as specified and as shown on the Project Drawings. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

SC-17 PROTECTION AND RESTORATION OF PROPERTY

Contractor shall take all measures necessary to protect all existing facilities, including but not limited to existing office and storage building, fences, generators, propane tanks, roadway, fire hydrants, utilities and other improved property. Damage to any property or facilities resulting from Contract work shall be repaired by the Contractor, at its sole cost. In as much as it is reasonably possible, Contractor, at its sole cost, shall restore the area affected by Project work to its condition prior to construction.

Care shall be exercised by the Contractor to prevent damage to adjacent walks, streets, culverts, and gutters; where equipment will pass over these obstructions, suitable planking shall be placed.

Fences that interfere with any work may, upon prior written approval of the District, be removed by the Contractor but must then be restored to their original condition prior to final acceptance. Such removing and restoring shall be by and at the expense of the Contractor.

The Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises, which, as determined by the District, do not reasonably interfere with the performance of work. The Contractor will be held responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by the Contractor.

SC-18 STORM WATER POLLUTION PREVENTION

Contractor shall implement any best management practices necessary to ensure no contamination of any storm drain inlet and system located on or adjacent to the site.

In addition to the above, Contractor shall take the following measures:

A. General

1. Prevention: The Contractor shall prevent the pollution of storm drain systems and creeks on or near the construction Project site(s) resulting from the construction. The Contractor shall keep pollutants out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The Contractor shall train all employees and subcontractors on the storm water pollution prevention requirements contained in these Specifications and ensure that all employees and subcontractors are aware of the consequences as described in paragraph A.3. below. The Contractor shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.

2. Notification: If the Contractor causes or permits the spillage or overflow of any oil, or petroleum product, hazardous substance, contaminant, waste or wastewater, including overflows or releases of untreated or treated (partially or fully) wastewater, and backups into buildings and on private property, the Contractor shall notify the District as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one (1) hour after knowledge of the occurrence.
3. Cleanup: Immediately upon gaining knowledge of such spillage, overflow, or discharge, the Contractor shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The Contractor shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination, shall be performed and completed to the satisfaction of the various regulatory agencies involved and the District, at the expense of the Contractor. If the Contractor's response is not satisfactory to the District, the District may, at its own discretion, mobilize to eliminate the cause of the overflow and implement a cleanup program, including any necessary sampling and testing. District costs of cleanup efforts shall be at the Contractor's expense and collected at the discretion of the District. Any fines, penalties, and/or subsequent actions imposed upon the District and/or the Contractor by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the Contractor. The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow, or discharge.

B. Management of Nonhazardous Material and/or Waste

1. Designated Area: The Contractor shall propose designated areas of the Project site, for approval by the District, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
2. Backfill or Excavated Material: The Contractor shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the Contractor may be required to cover such material with a tarpaulin and to surround the material with sand bags.
3. Disposal: At the end of each working day, the Contractor shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the Contractor's yard in stockpiles or placed in dumpsters. The Contractor shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The Contractor shall not discharge water from cleaning dumpsters on site. The Contractor shall arrange for regular waste collection before dumpsters overflow.

C. Management of Hazardous Material and/or Waste

1. Storage: The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze, in accordance with all applicable state and federal regulations. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents, which could result in potential management of collected rainwater as hazardous waste. The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on site.
2. Usage: When rain is forecast within 24 hours or during wet weather, the Contractor shall refrain from applying chemicals in outside areas. The Contractor shall follow material manufacturer's instruction regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The Contractor shall post warning signs in areas treated with chemicals.
3. Disposal: The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The Contractor shall dispose of hazardous waste in accordance with Part V, General Conditions, Section GC-25, Contaminated Soil/Materials. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The Contractor shall report any hazardous material spills to the District in accordance with paragraph A.2 above.

D. Vehicle/Equipment Cleaning, Maintenance, and Fueling

1. General: The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.
2. Cleaning: The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
3. Maintenance and Fueling: The Contractor shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and that provide for confined cleanup. Examples are working in bermed areas or utilizing drip pans. The Contractor shall not contaminate the soils or groundwater with such maintenance and fueling activities.

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in paragraph C.3 above.

G. Concrete, Grout, and Mortar Waste Management

1. Concrete Truck/Equipment Washout: The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The Contractor shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and remove it off site.
2. Exposed Aggregate Concrete Wash Water: The Contractor shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the Contractor shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The Contractor shall collect sweepings from exposed aggregate concrete for disposal.

**PART VII
TECHNICAL SPECIFICATIONS**

Twain Harte
Community Services District

TECHNICAL SPECIFICATIONS

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Prepared By:

Watershed Progressive and Black Water Consulting Engineers



August 2024

**TWAIN HARTE
COMMUNITY SERVICES DISTRICT**

**TECHNICAL SPECIFICATIONS
DIVISIONS AND SECTIONS**

DIVISION 01: GENERAL REQUIREMENTS

- Section 01 10 00 – Summary
- Section 01 20 50 – Measurement and Payment
- Section 01 52 00 – Construction Facilities
- Section 01 52 05 – Construction Staging Area
- Section 01 66 13 – Hazardous Materials Procedures
- Section 01 74 14 – Cleaning
- Section 01 89 13 – Site Preparation

DIVISION 03: CONCRETE

- Section 03 05 00 – Concrete Work
- Section 03 20 00 – Concrete Reinforcing

DIVISION 22: PLUMBING

- Section 22 14 53 - Rainwater

DIVISION 26: ELECTRICAL

- Section 26 00 00 – Electrical Specifications

DIVISION 31: EARTHWORK

- Section 31 05 00 – Soil and Aggregates for Earthwork
- Section 31 20 00 – Earthwork
- Section 31 10 00 – Site Clearing
- Section 31 23 13 – Subgrade and Roadbed

DIVISION 32: EXTERIOR IMPROVEMENTS

- Section 32 12 43 – Permeable Plastic Paving
- Section 32 84 00 - Irrigation
- Section 32 90 00 - Planting

DIVISION 33: UTILITIES

- Section 33 14 00 – Site Water Distribution

**SECTION 01 10 00
SUMMARY**

PART 1 – GENERAL

1.01 SPECIFICATION FORMAT

- A. The following specifications are organized into Divisions and Sections using the 48-division format and the Construction Specification Institute’s (CSI’s) “MasterFormat 2018” numbering system.

1.02 SECTION INCLUDES

- A. Project Description.
- B. Definition of Parties.
- C. Site Conditions.
- D. General Construction Responsibilities and Procedures.
- E. Other Requirements.
- F. Final site cleanup.

1.03 PROJECT DESCRIPTION

- A. The work described in the following specifications is part of the improvements to the Twain Harte Community Services District. The purpose of the Twain Harte Community Services District project is to mitigate hazards and provide multiple benefits to the watershed and surrounding region (increased treatment of stormwater runoff, increased water supply reliability, improvement and protection of environmental habitat and improvement of stormwater system capacity).
- B. The biddable Work for the Twain Harte Community Service District project includes the following general components:
 - 1. General site work (e.g., tree protection, temporary fencing if deemed necessary for security, cleanup, and storm drain protection).
 - 2. Demolition, removal, and legal disposal of asphalt, abandoned pipes, and other unusable debris located on site.
 - 3. Earthwork, including grading and excavation for Tank-1 and removal of all rocks greater than six inches in size from backfill. Grading of bioswales and raingarden.
 - 4. Boulder, cobble, and rock mulch placement as field directed by Owner’s Representative.
 - 5. Permeable pathway, including pedestrian (DG) decomposed granite walkway.
 - 6. Permeable parking lot.
 - 7. Curb and ramp installation (ADA).
 - 8. Electrical work.
 - 9. Underground utilities (cold water to tank, irrigation, rainwater conveyance, culverts and storm drains).

10. Gravel pad and setting of Tank-1.
11. Installation aboveground plumbing, valves and accessories for Tank-1
12. Rainwater pump Installation
13. Irrigation System layout and installation.
14. Landscaping, planting and mulching

1.04 DEFINITION OF PARTIES

- A. OWNER'S REPRESENTATIVE: The Twain Harte Community Services District (CSD) or officials acting on behalf of the Twain Harte Community Service (CSD).
- B. WATERSHED PROGRESSIVE: Individual, firm, or corporation to provide engineering and design services during the design and construction phase of the project.
- C. BIDDER: Any individual, firm, or corporation submitting a proposal for the work contemplated.
- D. CONTRACTOR: Individual, firm, or corporation who has entered into contract with the OWNER to complete the Work in accordance with the drawings and specifications.
- E. SUBCONTRACTOR: Individual, firm, or corporation to supply work or material at the project site pursuant to a separate agreement with the Contractor.
- F. SPECIFICATIONS: The directions, provisions, and requirements described herein, together with all written or printed agreements and instructions made, or to be made, pertaining to the method and manner of performing the Work.

1.05 SITE CONDITIONS

- A. CONTRACTOR'S Staging Area:
 1. Any staging for personnel, equipment, and materials by the Contractor must be performed within the construction limits, in an area indicated on the Drawings, or in an area designated by the Owner.
 2. The Contractor may request to use other areas for staging not indicated on the drawings. All such areas are subject to approval by the Owner's Representative.
- B. Disposal of Waste Material:
 1. Materials identified as waste by the Contractor shall be removed immediately from the project site and disposed of in accordance with applicable requirements and regulations.
 2. Remove all excess or damaged construction materials from the project site.
 3. Remove all unsuitable material from the project site, including vegetative debris.
 4. Burning is not permitted on site.
- C. Site Investigation and Representation
 1. Information about existing conditions is shown on the construction drawings. It is the Bidder and Contractor's responsibility to verify the accuracy of the construction drawings.

2. The Contractor shall carefully review, inspect, and compare the contract documents with the field conditions (including subsurface conditions, underground facilities, and existing structures).

D. Information of Site Conditions:

1. The Contractor shall promptly report any conflict, error, or discrepancy that the Contract may discover at any time to the Owner's Representative.

E. Fire Prevention and Protection:

1. The Contractor shall perform all work in a fire-safe manner and comply with applicable fire prevention regulations.

1.06 GENERAL CONSTRUCTION RESPONSIBILITIES AND PROCEDURES

- A. The Contractor shall not operate outside the designated limits of disturbance without prior approval from the Owner.
- B. All work areas, unless otherwise noted on the construction drawings, shall be restored to pre-construction conditions.

1.07 OTHER REQUIREMENTS

A. Dimensions and Measurements:

1. The Contractor is responsible for construction staking, which is to be approved by the Owner's Representative.
2. The Contractor shall verify dimensions shown on the construction drawings and notify the Owner's Representative of discrepancies prior to proceeding with the Work.

- B. Whenever a piece of equipment, an article, or a device is referred to in a singular number, such references apply to as many such items as are shown on the construction drawings or required to complete the Work.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 20 50
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

This Section describes the methods of measurement and payment for the specific bid items associated with the Work on the proposed Twain Harte Community Services District Office. All other provisions of the Contract documents which relate to measurement and payment are applicable, except that where conflicts occur between this section and other provisions of the technical specifications or reference specifications, this measurement and payment section shall prevail.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01. METHOD OF PAYMENT

- A. Payment will be made on the basis of the unit prices or lump sum bids for the various items as called for on the Bid Sheet(s) and included in the Contract as awarded. The quantities given in the Bid and contract forms are approximate only and are given as a basis for comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of or any class or portion of the Work or to omit portions of the Work as may deemed necessary or advisable by the Engineer or District's Representative.

3.02. MEASUREMENT OF QUANTITIES

- A. Full compensation for all expenses involved in conforming to the above requirements for weighing materials shall be included in the prices for the materials being weighed, and therefore, no additional allowance will be made.
- B. The quantity of materials paid for by the lineal foot, square foot or square yard shall be determined by horizontal measurement.
- C. The Contract shall submit a schedule of values of all lump sum items described below.

3.03. SCOPE OF PAYMENT

- A. The Contractor shall accept the compensation as herein provided as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the Work, and for performing all work contemplated and embraced under the Contract; also, for loss or damage arising from the nature of the Work, or from the action of the elements, except as heretofore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, until the final acceptance by the District, and for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Plans and Specifications. Neither the payment of any estimate nor any retained percentage shall relieve the Contractor of any obligation to make good any defective work of materials.

3.04. BID ITEMS

Bid Item #1 – Mobilization, Demobilization & Construction Coordination

1. Description

The work for Bid Item #1 includes the furnishing of all tools, equipment, labor, and materials required to accomplish all the following Work designated on the plans or as directed by the District's Representative in accordance with the Plans and Specifications. The Work includes but is not limited to the following:

- a) The Contractor shall develop a construction plan for the Work with means and methods that will allow completion of the work pursuant to these specifications using the space within the proposed Twain Harte Community Services District Office area or shall, independently from the District, acquire any temporary easements from landowners that are necessary to stockpile materials or facilitate completion of the Work. All general management, coordination, and submittal requirements of the Contract shall be included in this bid item.
- b) **Mobilization** – The Contractor shall move in and set up all equipment, provision for power, materials, etc. as necessary to complete all aspects of this project. This item also includes the cost of all bonds, insurance, and permits for the project.
- c) **Easements** – The Contractor may determine the location, type, extent, and value to the Contractor of any temporary easement(s), which may facilitate completion of the Work.
- d) **Construction Schedule** – The Contractor is responsible for preparing, amending, implementing, and complying with a construction schedule for all Work on this project. The initial schedule shall be submitted to the District's Representative at the time of the award of the contract. The schedule shall be amended and submitted to the District's Representative, as necessary, if progress varies significantly from the schedule and at a minimum, every month.
- e) **Schedule of Values** – The Contractor shall submit to the District a schedule of values for all lump sum bid items in the Contract. The schedule of values shall break down each lump sum bid item into simple and clear subcategories with costs associated with each subcategory. The breakdown shall be in a manner that enables the District to track and pay for progress of the such bid items. The schedule of values is subject to the approval of the District.
- f) **Construction Water** – The District will provide access to construction water.
- g) **Submittals** – The Contractor shall provide the submittals and associated planning and engineering including, field verification, structural calculations, shop drawings, materials data sheets, Material Safety Data Sheets (MSDS), certificates of compliance, and other submittals required by the plans and specifications.
- h) **Utility Coordination** – The Contractor is responsible for all coordination efforts with regards to utilities on the project site including temporary service disruptions, tie-ins, and scheduling inspections for all Contractor Work. The Contractor shall be responsible for any financial claims associated with missed inspections, repeat inspections, or any costs associated with re-working portions of the project due to failed inspections or lack of inspections based on the Contractor's failure to schedule and follow through the same.

- i) **Facility Protection & Access** – Protection of all existing utilities and facilities and all measures to provide access, as required in the Plans and Specifications is included in this item.
- j) **General Site Work** – This includes but is not limited to tree protection, storm drain protection and site cleanup, fencing for security (if needed), safety, stormwater pollution prevention, potholing for exact location of existing utilities if necessary, and all other general site work required to complete the Work as specified in the Contract and set forth in the Drawings.
- k) **Demobilization** – The Contractor shall remove all equipment and leftover materials.

2. Measurement

Measurement of Work associated this bid item will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #2 – Demolition, Clearing & Grubbing

1. Description

This work includes all demolition, clearing and grubbing required for the Work, including but not limited to, saw cutting of existing pavement, removal and disposal of all existing asphalt, concrete, trees, and other materials from the project site, and all other demolition, clearing and grubbing required to accomplish the Work in accordance with the plans, specifications, and the direction of the District's Representative.

2. Measurement

Measurement of Work associated with this bid item will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #3 – Earthwork

1. Description

This work includes excavation, placement of fill, grading within the tolerances specified, removal of unsuitable materials including rocks greater than 6 inches in size, offhaul/export and legal disposal of all spoils, any import of suitable materials required, compaction, decompaction, trenching, any necessary dewatering, construction staking, moving, resetting and connecting the propane tank (including any gas piping and fittings required), and all other grading and earthwork

required to complete the Work, in accordance with the plans, specifications, and the direction of the District's Representative.

2. Measurement

Measurement of Work associated with this bid item will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #4 – Bioswales & Rain Garden

1. Description

This bid item includes fine grading, procurement, trucking, and placement of cobble rock mulch/gravel mix (pea gravel, river rock, and cobbles up to 10" in size) and 1' to 3' check dam boulders required to complete all work associated with bioswales and rain gardens, in accordance with the plans and specifications, and as directed by the District's Representative.

Work shall include obtaining approval of the District's Representative of rock/mulch mix and check dam boulders.

2. Measurement

Measurement of Work associated with this bid item will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #5 – Concrete ADA Parking & Walkway

1. Description

This bid item includes installation of the concrete pathway, concrete ADA parking stall, including but not limited to construction staking, subgrade preparation, base coarse placement and compaction, concrete placement and finishing, connection to existing concrete pathway, ADA parking signs and post, striping, including any materials, labor, equipment, and other work required to install the concrete ADA parking stall and pathway, complete in place, in accordance with the plans and specifications, ADA requirements, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this bid item is by the lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #6 – Decomposed Granite Walkway

1. Description

This bid item includes all labor, materials and equipment to construct a pedestrian decomposed granite (DG) pathway, including, but not limited to grading, subgrade preparation, placement and compaction of aggregate base, placement and compaction of decomposed granite, edging, edging stakes, culvert piping, construction staking and all other work required to construct the decomposed granite pathway, complete in place, in accordance with the plans and specifications, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this bid item will be based upon completion of such work as lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #7 – Permeable Parking Lot

1. Description

The bid item includes all materials, labor, tools and equipment to install a permeable parking lot area, including but not limited to subgrade preparation, placement of rock subbase, installation of TrueGrid (or accepted equivalent) permeable pavement grid, rock fill within the permeable grid, placement and compaction of aggregate base border bench around edges of permeable grid, delineation of all parking spots and chevrons shown on the plans with snow spot markers, placing parking blocks, and any other work required to install the permeable parking lot, complete in place, in accordance with the plans, specifications, manufacturer's recommendations, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this bid item is the square footage of permeable parking lot installed.

3. Payment

Payment for this bid item shall be made at the contract unit price per square foot of completed permeable parking area. This includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #8 – Rainwater System

1. Description

This bid item includes all labor, materials, tools and equipment involved with installing the rainwater system (downspouts, tank, pumps, piping, electrical, waterline, backflow, overflow, connections, etc.). This includes but is not limited to tank pad grading, compaction and construction, installation of the poly rain tank (tank-1), installation of downspouts and related appurtenances, installation of tank pump and associated piping, fittings and electrical. It also includes installation of above ground and underground electrical and water lines, including permits, conduits, piping, fittings, wire, testing, connecting new electrical to the existing panel and new pump, panel construction, breaker installation, coordination with existing utilities, backflow device installation, valves, appurtenances, trench excavation, pipe bedding, pipe laying and coordination with existing for irrigation point of connection, underground rainwater conveyance piping. The work also includes installation of all rainwater conveyance piping, fittings, appurtenances, and final pipe connection to the irrigation system and tank. In addition to the above, this bid item includes all other work necessary to install the rainwater system, complete in place, in accordance with the plans, specifications, manufacturer's recommendations, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this work will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #9 – Irrigation System

1. Description

This bid item includes all labor, materials, tools and equipment involved with installing the Project's irrigation system (irrigation valves, underground and above ground irrigation pipes, emitters, valve boxes, backflow devices, controller, sleeves etc.), including but not limited to trench excavation, PVC and poly piping, pipe bedding, pipe laying, fittings, appurtenances, irrigation valves and components layout, connections to tank pump, and installation and coordination with existing points of connection for irrigation, and all other work to install the irrigation system, complete in place, in accordance with the plans, specifications, manufacturer's recommendations, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this work will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Bid Item #10 – Planting

1. Description

This bid item includes all labor, materials, tools and equipment involved with the installation of Project plants (trees, shrubs, groundcover, mulch etc.), including but not limited to fine grading, loosening soils, digging, planting layout, planting trees, shrubs and groundcover, seeding, applying soil amendments (compost), applying mulch to all areas shown on the plans, and all other work required to install all plants, trees and landscaping, complete in place, in accordance with the plans, specifications, manufacturer's recommendations, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this work will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

3.05. ADDITIVE BID ITEMS

Additive Bid Item #1 – Remove & Replace Existing ADA Concrete Ramp, Curb & Walkway

1. Description

This bid item includes all labor, materials, tools and equipment involved with removal of the existing concrete ADA ramp/walkway and full replacement of the ramp with an ADA concrete walkway and curb, including but not limited to, sawcutting, demolition, disposal of concrete and other demolished materials, installation of new concrete walkway and curb to ADA standards, tie-ins with existing concrete walkway, forming, construction staking, subgrade preparation, base coarse placement and compaction, concrete placement and finishing, and all other work required to remove the existing concrete ADA ramp and replace it with an ADA concrete walkway and curb, complete in place, in accordance with the plans and specifications, ADA requirements, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this bid item is by the lump sum.

3. Payment

Payment for this bid item will be made as a lump sum in accordance with the approved schedule of values. Payment includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

Additive Bid Item #2 – Permeable Parking Lot

1. Description

The bid item includes all materials, labor, tools and equipment to install three additional permeable parking lot stalls, including but not limited to subgrade preparation, placement of rock subbase, installation of TrueGrid (or accepted equivalent) permeable pavement grid, rock fill within the permeable grid, placement and compaction of aggregate base border bench around edges of permeable grid, delineation of all parking spots and chevrons shown on the plans with snow spot markers, placing parking blocks, and any other work required to install the additional permeable parking lot area, complete in place, in accordance with the plans, specifications, manufacturer's recommendations, and as directed by the District's Representative.

2. Measurement

Measurement of the work associated with this bid item is the square footage of permeable parking lot installed.

3. Payment

Payment for this bid item shall be made at the contract unit price per square foot of completed permeable parking area. This includes full compensation for furnishing all labor, material, tools, and equipment required to complete the work associated with this bid item.

**SECTION 01 52 00
CONSTRUCTION FACILITIES**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. Temporary sanitary facilities, parking areas, temporary fencing, and security.

1.02 RELATED SECTIONS

- A. SECTION 01 52 05, CONSTRUCTION STAGING AREAS
- B. SECTION 01 74 14, CLEANING

1.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor may use the public restrooms located in the adjacent park on Meadows Drive.
- B. If the Contractor deems it necessary to provide temporary sanitary facilities for this project, the Contractor shall locate the sanitary facilities in an area approved by the authorities having jurisdiction and maintain these facilities in a clean and sanitary condition during the work. Ensure the sanitary facilities are supplied with toilet paper, hand drying towels, and other related supplies.
- C. Upon completion of the work, any temporary sanitary facilities shall be disinfected and removed from the site.

1.04 PARKING AREAS

- A. Parking is indicated on the construction drawings. Off-site parking shall not interfere with existing community parking or traffic conditions.

1.05 TEMPORARY FENCING

- A. The Contractor shall furnish, construct, maintain, and later remove temporary fencing around the jobs site as needed to provide site security (e.g., security of equipment, materials, and improvements) and to protect and keep safe the public from construction and unfinished improvements.
- B. Any temporary fencing that is damaged from any cause during the progress of the Work shall be repaired or replaced by the Contractor at no additional cost to the Twain Harte Community Services District (CSD).
- C. When no longer required for the work, temporary fencing shall be removed from the site. Removed fencing shall become the property of the Contractor.
- D. Holes caused by the removal of temporary fences shall be properly filled to match adjacent surfaces.

1.06 SECURITY

- A. Damaged, lost, or stolen materials or equipment shall be replaced by the Contractor at no additional cost to the CSD.
- B. The Twain Harte CSD assumes no responsibility for loss of materials and equipment during the Work.

- C. The Contractor shall repair any improvements damaged during the course of the work due to failure to appropriately secure the site.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 DEMOLITION

- A. Remove base, asphalt, and concrete within the project site to the subgrade. Note that some of the concrete on site is partially buried.
- B. When removing concrete associated with the abandoned inground swimming pool, remove concrete to a depth of at least 1 foot below finished grade. Concrete removal includes the removal of any steel reinforcement embedded within the concrete. Legally dispose of removed concrete offsite. All area depressions resulting from the removal of the concrete swimming pool shall be backfilled with native material and compacted to a relative density of not less than 90 percent.
- C. Remove and dispose of abandoned drainage corrugated plastic piping (CPP) and corrugated metal pipe (CMP).
- D. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 00 00, EARTHWORK.

3.02 SALVAGE

- A. The existing boulder pile is to remain on site. Other items or materials to be salvaged shall be identified on the construction drawings and maybe used subject to Owner's Representative approval.
- B. Repair or replace with new material, salvaged material damaged or destroyed due to Contractor's negligence, as determined by the CSD.

3.03 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

- A. Dispose of removed materials, waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.
- B. Burying trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.
- C. Removed materials, trash, and debris shall become the property of the Contractor and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the Contractor's responsibility.

**SECTION 01 52 05
CONSTRUCTION STAGING AREAS**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. Contractor staging area requirements.

1.02 RELATED SECTIONS

- A. SECTION 01 52 00, CONSTRUCTION FACILITIES
- B. SECTION 01 74 14, CLEANING

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 CONTRACTOR STAGING AREAS

- A. The Contractor shall only use site areas designated specifically on the construction drawings or by the Twain Harte Community Services District (CSD) for the Work.
- B. The Contractor shall not block access to/from the adjacent park facilities, golf course, fire station or any emergency vehicle access lane unless specifically granted by the Twain Harte Community Services District (CSD).
- D. The Contractor shall keep the staging area clear of trash and debris and in neat order.

SECTION 01 66 13
HAZARDOUS MATERIAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: procedures required when encountering hazardous materials at the Work site.

1.02 REFERENCES

- A. American Conference of Government Industrial Hygienists (ACGHI).
- B. American National Standards Institute (ANSI).
- C. California Health and Safety Code, Section 25117.
- D. State of California Code of Regulations (CCR):
 - 1. Title 8. Industrial Relations.
 - 2. Title 22. Social Security.
- E. National Institute for Occupational Safety and Health (NIOSH).
- F. Occupational Safety and Health Administration (OSHA).
- G. Society for Protective Coatings (SPCC):
 - 1. Guide 6 – Guide for Containing Debris Generated During Paint Removal Operations.
 - 2. Guide 7 – Guide for Disposal of Lead-Contamination Surface Preparation Debris. PA
 - 3. Guide 3 – A Guide to Safety in Paint Application.
- H. United States Environmental Protection Agency (EPA).
- I. United States Code of Federal Regulation (CFR):
 - 1. Title 29 – Labor.
 - 2. Title 40 – Protection of Environment.

1.03 SUBMITTALS

- A. Submit laboratory reports, hazardous material removal plans, and certifications.

1.04 OPERATING DIGESTERS

- A. Observe safety precautions in vicinity of operating digesters which contain digester gases, including methane, hydrogen sulfide, and carbon dioxide.

1.05 HAZARDOUS MATERIALS PROCEDURES

- A. Hazardous materials are those defined by California Health and Safety Code, Section 25117.
- B. When hazardous materials have been found:
 - 1. Prepare and initiate implementation of plan of action.
 - 2. Notify immediately OWNER, ENGINEER, and other affected persons.
 - 3. Notify such agencies as are required to be notified by Laws and Regulations with the times stipulated by such Laws and Regulations.
 - 4. Designate a Certified Industrial Hygienist to issue pertinent instructions and recommendations for protection of workers and other affected persons' health and safety.
 - 5. Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with, laws and regulations.
- C. When hazardous materials have been found that were identified by the OWNER:
 - 1. Prepare and initiate implementation of plan of action.
 - 2. Notify such agencies as are required to be notified by Laws and Regulations with the times stipulated by such Laws and Regulations.
 - 3. Designate a Certified Industrial Hygienist to issue pertinent instructions and recommendations for protection of workers and other affected persons' health and safety.
 - 4. Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with, laws and regulations.
- D. Forward to ENGINEER, copies of reports, permits, receipts, and other documentation related to remedial work.
- E. Assume responsibility for worker health and safety, including health and safety of subcontractors and their workers.
 - 1. Instruct workers on recognition and reporting of materials that may be hazardous.
- F. File requests for adjustments to Contract Times and Contract Price due to the finding of Hazardous Materials in the Work site in accordance with Contract Documents.
 - 1. Minimize delays by continuing performance of the Work in areas not affected by hazardous materials operations.

1.06 LEAD PAINT REMOVAL AND DISPOSAL

- A. Existing paint on the interior and exterior surfaces that may contain lead in concentrations, which will require implementation of hazardous material compliance procedures as legislated by the following:
 - 1. United States Code of Federal Regulations, Title 29 and Title 40.
 - 2. State of California Code of Regulations, Title 8 and Title 22.
- B. Submit a plan for the removal, containment, and disposal of lead-based paint and associated debris.
 - 1. Submit ten (10) copies of plan.
- C. Prior to beginning work associated with the removal, containment, and disposal of lead-based paints, prepare and submit to the ENGINEER for review six (6) copies of the following:
 - 1. Listing of lead paint removal equipment to be used.
 - 2. Outline of procedures to be used to remove lead paint.
 - 3. Data and specifications describing chemical stripping materials to be used.
 - 4. Data and specifications describing abrasive blast materials and grit size to be used.
 - 5. Plan describing lead paint removal, hazardous waste debris containment, and hazardous waste disposal methods.
 - 6. Safety plan, consisting of a written plan of action covering operational requirements for safe removal of lead paint, safe handling and containment of waste and debris generated by the operation, and safe disposal of hazardous waste and non-hazardous waste materials, complying with the most stringent requirements of the following:
 - a. Equipment and material manufacturer's safety sheets.
 - b. SSPC-PA Guide 3.
 - c. CFR 1910.
- D. Carry out lead paint removal, containment, and disposal work in accordance with the following SSPC guidelines:
 - 1. SSPC-Guide 6.
 - 2. SSPC-Guide 7.
- E. Lead paint removal methods acceptable for use as described in SSPC-Guide include:
 - 1. Open Abrasive Blast Cleaning with Expendable Abrasive.
 - 2. Open Abrasive Blast Cleaning with Recyclable Abrasive.
 - 3. Closed Abrasive Blast Cleaning with Recyclable Abrasive.
 - 4. Chemical Stripping.
- F. Assume responsibility for the proper utilization of the paint removal method selected. When abrasive blast cleaning is selected to remove lead-based paint, comply with all applicable federal, state, and local air quality, pollution, and environmental control regulations for blast cleaning. When chemical stripping is selected to remove the lead based paint, adhere to the chemical manufacturer's recommendations for the application of the product, the removal of the paint, and the containment of the debris.

- G. Lead paint removal work shall be performed by a CONTRACTOR having prior experience in the removal method selected and shall provide at least five (5) references of similar projects completed, three (3) of which must have been completed within the past twelve (12) months, documenting their experience.
- H. Utilize a Class 3 containment and ventilation system as described in SSPC-Guide 6 during lead paint removal and containment procedures. Comply with the following requirements as described in SSPC-Guide 6:
 - 1. Containment materials: Type A1 – Rigid or Type A2 – Flexible.
 - 2. Permeability of containment materials: Type B1 – Air Impermeable.
 - 3. Support structure: Type C1 – Rigid or Type C2 – Flexible Support Structure.
 - 4. Joints: Type D1 – Fully Sealed Joints.
 - 5. Entryways: Type E2 – Overlapping Door Tarps.
 - 6. Air makeup system: Type F1 – Controlled Air Makeup.
 - 7. Input air flow system: Type G1 – Forced Input Air Flow.
 - 8. Air flow air pressure: Type H2 – Visual Verification.
 - 9. Air movement: In accordance with Type I1 – Minimum Air Movement Specified.
 - 10. Exhaust dust filtration system: Type J1 – Air Filtration System.
 - 11. Method for assessing quantity of emissions from site: Method A: Visible emissions with a Level O emissions requirement. Perform abrasive blasting inside containment structures.
- I. Do not leave spent abrasive blast material, chemical stripping material, or lead paint debris uncontained on the project site overnight.
- J. Test each container of paint debris, spent blast cleaning abrasive, chemical stripping debris, and other waste material generated by the operation to determine the waste material hazardous waste classification.
- K. Assume responsibility for the disposal of lead paint waste and associated waste generated by the removal of the lead paint and the preparation of the surfaces for recoating. Dispose in accordance with applicable federal, state, and local requirements and regulations.
- L. Accurately complete the Uniform Hazardous Waste Manifest included at the end of SSPC-Guide 7. Indicate on the Manifest that the OWNER is the hazardous waste generator, and obtain the OWNER'S Environmental Protection Agency identification number for use in completing the Manifest.

1.07 ASBESTOS MATERIALS

- A. It is the specific intent of these Contract Documents to exclude from the Work any and all products or materials containing asbestos. No products containing asbestos shall be incorporated in the Work.
- B. Removal of existing ACM shall be performed by a firm that is registered by Cal-OSHA and certified by the State Contractors Licensing Board and shall be a California Licensed Abatement Contractor.

- C. Submit ten (10) copies of plan for the removal, containment, and disposal of ACM.
- D. Submit six (6) copies of abatement license of ACM removal contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 74 14
CLEANING**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. Cleaning and cleanup during construction.
- B. Debris disposal.
- C. Final site cleanup.

1.02 RELATED SECTIONS

- A. SECTION 01 52 00, CONSTRUCTION FACILITIES
- B. SECTION 01 52 05, CONSTRUCTION STAGING AREA
- C. SECTION 02 41 00, DEMOLITION

1.03 CODES AND STANDARDS

- A. Title 17, California Code of Regulations, Division 3, Chapter 1, Subchapter 8.5, Article 2, Regulation for Reducing VOC Emissions from Consumer Products.

1.04 CLEANING AND CLEANUP DURING CONSTRUCTION

- A. The project site, including the Contractor's work and storage areas, shall be kept in a neat, clean, and orderly condition during the course of the Work. The Contractor shall conduct generally daily clean-up and disposal tasks. Such tasks include the removal of waste, trash, rubbish, and debris away from the site.

1.05 DISPOSAL OF DEBRIS

- A. The Contractor shall dispose of all waste, trash, rubbish, and debris in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD. The Contractor shall bury no waste material or debris on the project site or burn any trash or waste on the site.
- B. The Contractor is responsible for identifying an acceptable disposal site for waste, trash, rubbish, and debris.

1.06 FINAL SITE CLEANUP

- A. Upon completion of the Work, ensure the site is in a clean, neat, and acceptable condition. Remove all construction waste, unused materials, loose rock and stones, excess soil, and debris.
- B. Ensure all existing and new drainage systems are free of debris and damage.
- C. Clean and protect all conduit openings.
- D. Upon completion of the Work, the Contractor shall remove all markings made during the course of the Work from streets, sidewalks, walls, or any other infrastructure owned by the Twain Harte CSD.

1.07 DISPOSAL OF MATERIALS

- A. The Contractor shall dispose of materials unsuitable for reuse in the Work offsite. Suitable materials may be reused in the Work for embankment, fill, or backfill subject to Owner's Representative approval.

PART 2 – PRODUCTS

2.01. CLEANING PRODUCTS

- A. Use cleaning products that meet the requirements of the Green Seal GS-37 standard or comply with the requirements and maximum volatile organic compounds (VOC) limits of Title 17, California Code of Regulations, Division 3, Chapter 1, Subchapter 8.5, Article 2, Regulation for Reducing VOC Emissions from Consumer Products.

PART 3 – EXECUTION

3.01 GENERAL

- A. **Prevention:** The Contractor shall prevent the pollution of storm drain systems and the creek near the construction Project site resulting from the construction. The Contractor shall keep pollutants out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The Contractor shall ensure that all employees and subcontractors are aware of the consequences as described in paragraph 3.01C. below. The Contractor shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.
- B. **Notification:** If the Contractor causes or permits the spillage or overflow of any oil, or petroleum product, hazardous substance, contaminant, waste or wastewater, including overflows or releases of untreated or treated (partially or fully) wastewater, and backups into buildings and on private property, the Contractor shall notify the Twain Harte CSD as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one (1) hour after knowledge of the occurrence.
- C. **Cleanup:** Immediately upon gaining knowledge of such spillage, overflow, or discharge, the Contractor shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The Contractor shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination, shall be performed and completed to the satisfaction of the various regulatory agencies involved and the Twain Harte CSD, at the expense of the Contractor. If the Contractor's response is not satisfactory to the District, the District may, at its own discretion, mobilize to eliminate the cause of the overflow and implement a cleanup program, including any necessary sampling and testing. District costs of cleanup efforts shall be at the Contractor's expense and collected at the discretion of the Twain Harte CSD. Any fines, penalties, and/or subsequent actions imposed upon the Twain Harte CSD and/or the Contractor by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the Contractor. The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow, or discharge.

3.02 MANAGEMENT OF NONHAZARDOUS MATERIAL AND/OR WASTE

- A. **Designated Area:** The Contractor shall propose designated areas of the Project site, for approval by the Twain Harte CSD, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
- B. **Backfill or Excavated Material:** The Contractor shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the Contractor may be required to cover such material with a tarpaulin and to surround the material with sandbags.
- C. **Disposal:** At the end of each working day, the Contractor shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the Contractor's yard in stockpiles or placed in dumpsters. The Contractor shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The Contractor shall not discharge water from cleaning dumpsters on site. The Contractor shall arrange for regular waste collection before dumpsters overflow.

3.03 MANAGEMENT OF HAZARDOUS MATERIAL AND/OR WASTE

- A. **Storage:** The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze, in accordance with all applicable state and federal regulations. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents, which could result in potential management of collected rainwater as hazardous waste. The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on site.
- B. **Usage:** When rain is forecast within 24 hours or during wet weather, the Contractor shall refrain from applying chemicals in outside areas. The Contractor shall follow the material manufacturer's instruction regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The Contractor shall post warning signs in areas treated with chemicals.
- C. **Disposal:** The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The Contractor shall dispose of hazardous waste in accordance with Part V, General Conditions, Section GC-25, Contaminated Soil/Materials. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The Contractor shall report any hazardous material spills to the Twain Harte CSD in accordance with paragraph 3.01B above.

3.04 VEHICLE/EQUIPMENT CLEANING, MAINTENANCE, AND FUELING

- A. **General:** The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

- B. **Cleaning:** The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
- C. **Maintenance and Fueling:** The Contractor shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and that provide for confined cleanup. Examples are working in bermed areas or utilizing drip pans. The Contractor shall not contaminate the soil or groundwater with such maintenance and fueling activities.

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in paragraph 3.03C above.

3.05 CONCRETE, GROUT, AND MORTAR WASTE MANAGEMENT

- A. **Concrete Truck/Equipment Washout:** The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The Contractor shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and remove it off site.
- B. **Exposed Aggregate Concrete Wash Water:** The Contractor shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the Contractor shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The Contractor shall collect sweepings from exposed aggregate concrete for disposal.

SECTION 01 89 13

SITE PREPARATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section specifies site preparation which consists of clearing, grubbing and demolition.

1.02 JOB CONDITIONS

- A. Existing Conditions
 - 1. The CONTRACTOR shall determine the actual condition of the Site as it affects this portion of Work.
- B. Protection
 - 1. Site preparation shall not damage structures, landscaping, or vegetation adjacent to the Site. The CONTRACTOR shall repair, or replace any damaged property.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. The CONTRACTOR shall notify the ENGINEER when site preparation is complete.

3.02 PERFORMANCE

- A. Clearing and Grubbing
 - 1. Unless otherwise specified, the CONTRACTOR shall remove obstructions such as brush, trees, logs, stumps, roots, heavy sod, vegetation, rock, stones larger than 6-inches in any dimension, broken or old concrete and pavement, debris, and structures where the completion of the Work require their removal.
 - 2. Material that is removed and is not to be incorporated in the Work shall be disposed of off the Site.
- B. Demolition and Removal
 - 1. Structures
 - a. Demolition and removal of structures consist of removal of abandoned superstructures, foundation walls, footings, slabs and any other structures. Excavations caused by existing foundations shall be cleared of waste, debris and loose soil, and refilled as specified.
 - 2. Pavement

- a. When portions of asphalt pavements and concrete pads are to be removed and later construction is to be connected, edges shall be saw cut, on a neat line at right angles to the curb face.
3. Salvage
 - a. The OWNER has the right to salvage any items scheduled for removal. The CONTRACTOR shall notify the ENGINEER five (5) days prior to any salvage or demolition work to determine the disposition of items to be removed. The ENGINEER will mark items to be salvaged. Such items shall be properly disconnected, removed from their foundations, cleaned, and stored at a location on the plant site as specified.

C. Utility Interference

1. The OWNER has endeavored to determine the existence of utilities at the site of the Work from the records of the owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Drawings. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Drawings. It shall be the responsibility of the CONTRACTOR to determine the exact location of utilities and service connections thereto. The CONTRACTOR shall make his own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections, prior to commencing work which could result in damage to such utilities. The CONTRACTOR shall immediately notify the ENGINEER as to any utility discovered by him in a different position than shown on the Drawings or which is not shown on the Drawings.
2. In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:
 - a. When it is necessary to remove, relocate, or temporarily maintain a service connection, the cost of which is not required to be borne by the OWNER thereof, the CONTRACTOR shall bear the expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the OWNER thereof; it being understood that the OWNER of the service connection has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.
 - b. When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the Drawings, the cost of which is not required to be borne by the OWNER thereof, the CONTRACTOR shall bear the expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the OWNER thereof; it being understood that the OWNER of the utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.
 - c. When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Drawings or is in a position different from that shown on the Drawings and were it in the position shown on the Drawings would not need to be removed, relocated, or temporarily maintained, the cost of which is not required to be borne by the OWNER thereof, the ENGINEER will make arrangements with the OWNER of the utility for such work to be done at no cost to the CONTRACTOR, or will require the CONTRACTOR to do such work

in accordance with the article on changes in the work or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility.

3. No representations are made that the obligations to move or temporarily maintain the utility and to pay the cost thereof is or is not required to be borne by the OWNER of such utility, and it shall be the responsibility of the CONTRACTOR to investigate to find out whether or not said cost is required to be borne by the OWNER of the utility.
4. The right is reserved to governmental agencies and to owners of utilities to enter upon streets, alleys, rights of way, or easements for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

D. Cleanup

1. Remove and transport debris, rubbish, and excess material from the Site in a manner that will prevent spillage on streets or adjacent areas. Cleanup spillage from streets and adjacent areas. Comply with Federal, State, and local hauling disposal regulations. Cleanup shall be an ongoing activity throughout the Contract period.

E. Disposal of Materials

1. All materials removed shall become the property of the CONTRACTOR unless designated by the ENGINEER and shall be removed from the Project Site. CONTRACTOR shall make his own arrangements for disposing of materials outside the Project Site and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses, and environmental clearances.

END OF SECTION

SECTION 03 05 00

CONCRETE WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Concrete formwork, concrete accessories, concrete reinforcement, cast-in-place concrete mixing, placement and curing.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the CONTRACTOR'S responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of CONTRACTOR'S Work.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
 - 2. 305 - Hot Weather Concreting.
 - 3. 306 - Standard Specification for Cold Weather Concreting.
 - 4. 315 - Details and Detailing of Concrete Reinforcement.
 - 5. 318 - Building Code Requirements for Structural Concrete.
- B. ASTM International (ASTM)
 - 1. A 185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - 2. A 615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 - 3. C 29 - Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate.
 - 4. C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 5. C 33 - Standard Specification for Concrete Aggregates.
 - 6. C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.
 - 7. C 88 - Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
 - 8. C 94 - Standard Specification for Ready-Mixed Concrete.
 - 9. C 114 - Standard Test Methods for Chemical Analysis of Hydraulic Cement.
 - 10. C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

11. C 143 - Standard Test Method for Slump of Hydraulic-Cement Concrete.
12. C 150 - Standard Specification for Portland Cement.
13. C 156 - Standard Test Method for Water Loss [from a Mortar Specimen] Through Liquid Membrane-Forming Curing Compounds for Concrete.
14. C 171 - Standard Specification for Sheet Materials for Curing Concrete.
15. C 172 - Standard Practice for Sampling Freshly Mixed Concrete.
16. C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
17. C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.
18. C 289 - Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
19. C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
20. C 311 - Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete.
21. C 494 - Standard Specification for Chemical Admixtures for Concrete.
22. C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
23. C 1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
24. D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
25. D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
26. D 2103 - Standard Specification for Polyethylene Film and Sheeting.

C. Concrete Reinforcing Steel Institute (CRSI).

1.03 DEFINITIONS

- A. "Neat Cement Grout": Grout made from a mixture of portland cement and water.

1.04 SUBMITTALS

A. General:

1. Submittal in accordance with Section 01 33 00 Submittal Procedures unless modified in this Section.

B. Product data:

1. Formwork:

- a. Formwork facing materials. Data on facing materials for concrete exposed to view in the finished work, if different from that specified in this Section.
- b. Form release agent. Manufacturer's name and catalog data, including materials safety data sheet and documentation of suitability for use in contact with potable water.
- c. Concrete bar supports:

- d. Precast concrete bar supports (“dobies”): manufacturer’s product data indicating compression strength of concrete supports and material used for tie wires.
- e. Wire chairs and slab bolsters: manufacturer’s product data.
- 2. Joint materials:
 - a. Preformed expansion joint material: manufacturer’s name and catalog data with documentation of conformance to materials standards specified for each type and thickness of material.
 - b. Injected tube waterstops: manufacturer’s name and catalog data for waterstop system including tubes and injection grout.
- 3. Reinforcement:
 - a. Mill certificates for each heat of steel provided.
- 4. Concrete materials:
 - a. Cement Mill Tests: Mill certificate in accordance with ASTM C 150 and including “Type” and results of testing for alkali content.
 - b. Concrete aggregates:
 - 1) Type, pit or quarry location, and producer’s name.
 - 2) Commercial laboratory test reports, conducted within 90 days of the date of award of this Work, for samples of each aggregate proposed for use.
 - a) Fine aggregate: Gradation analysis, specific gravity, and reports of deleterious materials to document in accordance with ASTM C 33.
 - b) Coarse aggregate: Gradation analysis, specific gravity, and reports of deleterious materials to document in accordance with ASTM C 33 for each size used.
 - c. Admixtures: manufacturer’s catalog cuts and product data indicating compliance with the standards specified.
- 5. Concrete mixes: Submit full details, including:
 - a. Mix proportions and concrete properties for each class of concrete proposed for use.
 - 1) Information on correction of batching for varying moisture contents of fine aggregate.
 - b. Data to establish the average compressive strength:
 - 1) If established by field test records, submit:
 - a) Product and test data for the materials actually used in the mix.
 - b) Actual mix proportions.
 - c) Field test data for slump, air content, and 28-day compressive strength.
 - 1. Include not less than 15 tests in accordance with ACI 318 Chapter 5.
 - 2) If established by testing of trial batches, submit:
 - a) Confirmation that the materials and proportions used in the trial batches are those that will be provided for the mix.
 - b) Mix test data for slump, air content, and 28-day compressive strength.
 - 3) For either method, include calculations for:
 - a) Standard deviation calculated in accordance with ACI 318 Chapter 5 requirements.

- b) Calculation of required average compression strength (f'_{cr}) using the calculated standard deviation.
 - c) Statement demonstrating that the average compression strength resulting from field-testing or trial batch testing for each mix (f'_{cavg}) exceeds the minimum required average compressive strength (f'_{cr}) for that mix.
 - c. Submit source quality test reports with mix design submittal.
 - 1) Include calculations for required average compression strength of concrete (f'_{cr}) based on source quality test records.
 - 6. Concrete finishing and curing materials:
 - a. Manufacturer's name and product data sheets.
- C. Shop Drawings:
 - 1. Reinforcement:
 - a. Submit drawings showing bending and placement of reinforcement.
 - 1) Drawings shall be in accordance with ACI 315.
 - 2) Clearly show placement, shapes, and dimensions of each bar listed in the bill of materials, including additional reinforcement at corners and openings required by details in the Contract Documents.
 - 3) Show splice locations and bar lengths reflecting CONTRACTOR'S intended placement sequence.
 - b. Drawings that, in the ENGINEER'S opinion, are not sufficiently clear or complete will be rejected and a re-submittal will be required.
 - 1) Such determination will be solely at the discretion of the ENGINEER, and rejection may occur with or without review comments.
- D. Samples:
 - 1. Form ties: If requested by the ENGINEER.
 - 2. Concrete bar supports: If requested by the ENGINEER:
 - a. Precast reinforcement supports.
 - b. Wire reinforcement supports.
- E. Project record documents:
 - 1. Concrete delivery tickets: Submit copies of concrete delivery tickets when requested by the ENGINEER.
 - 2. Field test reports:
 - a. Reports of field-testing for slump, temperature, unit weight, and air entrainment.
 - 1) Note location of the concrete in the structure, and include tag numbers of associated cylinders for compression strength tests with report.
 - b. Testing laboratory reports of compression strength.
- F. Notifications:
 - 1. Modifications to concrete mixes:
 - a. Submit notification of any adjustments to mixture proportions and any changes in materials made during the course of the Work for ENGINEER'S review.
 - b. Include details of the changes and supporting documentation.
 - 2. Joint locations:

- a. Where joint locations other than those indicated on the Drawings are requested, submit proposed locations for ENGINEER'S review.
- b. Provide drawings showing proposed joint locations with joint types labeled and joint details referenced when requested by the ENGINEER.
3. Reinforcement placement: Where necessary to move reinforcement beyond the specified placing tolerances to avoid interference, submit the proposed arrangement for ENGINEER'S review.
4. Concrete placements: Submit notification of readiness for each concrete placement at least 24 hours in advance.
5. Concrete repairs:
 - a. Where concrete surfaces or sections exhibit defects after removal of forms, submit description of existing conditions and of proposed repair procedures and materials.
 - b. Include photos of existing conditions.

1.05 QUALITY ASSURANCE

- A. Tolerances on concrete construction: In accordance with ACI 117, unless more stringent requirements are specified in the Contract Documents.
- B. Concrete mixtures:
 1. Ensure that concrete produced has the specified characteristics in the freshly mixed state, and that those are maintained to during transport and delivery and to the point of final placement.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle concrete materials in manner as to prevent damage and inclusion of foreign substances.
- B. Deliver reinforcing steel bundled and tagged with identifying tags marked in a legible manner with waterproof markings showing the same designations as indicated on the submitted shop drawings.
 1. Store off the ground and protect from moisture, dirt, oil, and other injurious contaminants.
- C. Protect concrete accessories for weather and direct exposure to sunlight before installation.

1.07 PROJECT CONDITIONS

- A. Environmental requirements:
 1. Hot weather concreting: Construct in accordance with ACI 305 during conditions when the ambient air temperature is above 90 degrees Fahrenheit.
 2. Cold weather concreting: Construct in accordance with ACI 306 when ambient air temperature is below 40 degrees Fahrenheit, or is 45 degrees Fahrenheit and falling.

3. Conditions that promote rapid drying of freshly placed concrete, such as low humidity, high temperature, and wind: Take corrective action to minimize loss of water from the concrete.

1.08 SEQUENCING

- A. Schedule placing of concrete in such a manner as to complete any single placing operation to a construction, or expansion joint.

PART 2 PRODUCTS

2.01 FORMS

A. Forms:

1. Design and performance requirements:
 - a. Design and performance of formwork shall be the responsibility of the CONTRACTOR, subject to the requirements of the Contract Documents.
 - b. Design, construct, and brace formwork to:
 - 1) Carry all loads applied or transmitted, including the pressure resulting from placement and vibration of plastic concrete.
 - 2) Remain tight to prevent loss of mortar.
 - 3) Maintain specified tolerances and provide finished surfaces as specified in this Section.
 - c. Maximum deflection of facing materials and supporting members on surfaces exposed to view in the finished work: 0.0042 times the clear span (1/240).
 - d. Maximum deviation from alignment (horizontal or vertical): In accordance with ACI 117.
2. Form facing materials:
 - a. Surfaces exposed to view in the finished work:
 - 1) Facing materials shall produce a smooth, uniform texture on the concrete.
 - a) Do not use materials with raised grain, tears, worn edges, patches, dents, or other similar defects.
 - 2) Acceptable materials: Plywood with "C" or better face; plastic-faced plywood; tempered concrete form grade hardboard; or steel.
 - b. Surfaces not exposed to view in the finished work: No form facing material is specified.
3. Forms for chamfers and keyways:
 - a. Uniform steel, plastic, or lumber section of dimensions shown or specified.
 - b. Provide adequate stiffness and support to maintain a true line at the concrete surface.
 - c. Treated if required to eliminate bond with the concrete.

B. Form ties:

1. General:
 - a. Provide form ties fabricated by recognized manufacturer of concrete forming equipment and suitable for use with the forming system selected.
 - b. Provide ties that accurately tie, lock, and spread forms.
 - 1) Do not use wire ties or wood spreaders.

- c. Provide form ties of such design that, when forms are removed, the tie leaves no metal or other material within 1-1/2 inches of the surface of the concrete.
 - d. Do not allow tie holes through forms for ties to leak during concrete placement.
 - 2. Cone snap ties: Tie with removable plastic cone leaving a tapered depression having a minimum diameter of 1 inch at the surface of the concrete and a depth of 1-1/2 inches below the surface.
 - 3. Dry-pack mortar for filling cone snap tie holes: Proportioned mix of 1 part of portland cement to 1 part plaster sand with potable water added to provide a stiff consistency that can be driven into holes and properly compacted.
 - 4. Admixtures or additives are not permitted.
- C. Form release agent: Commercially manufactured, non-staining formwork release agent that will prevent absorption of water by the formwork and will prevent bond between the formwork and the concrete.
 - 1. Form release agent to comply with all local air quality management regulations.

2.02 JOINT MATERIALS

- A. Preformed synthetic sponge rubber expansion joint material:
 - 1. Elastic sponge rubber compound in accordance with ASTM D 1752, Type I.
 - 2. Concrete-gray color unless otherwise noted.
 - 3. Thickness: As indicated on the Drawings.
 - 4. Manufacturers: The following or equal:
 - a. Right Pointe: Sponge Rubber Expansion Joint.
- B. Preformed bituminous fiber expansion joint material:
 - 1. Asphalt-impregnated fiberboard in accordance with ASTM D 1751.
- C. Sealants and caulking: As specified in Section 07 92 00 Joint Sealants.
- D. Injected tube waterstops:
 - 1. System composed of permeable injection tubes consisting of a reinforcing spiral covered with inner and outer protective membranes, injected polyurethane grout, and accessories required for installation.
 - a. Grout shall cure to a flexible, closed-cell, polyurethane foam resistant to degradation under cycles of wetting and drying, and to chemicals found in concrete water treatment structures.
 - b. System and grout shall be certified in accordance with NSF 61 for use in contact with potable water.
 - 2. Manufacturers: The following, or equal:
 - a. DeNeef Construction Chemicals, Inc. Injecto Tube with Hydro Active Flex LV polyurethane grout.

2.03 REINFORCEMENT

- A. Materials:
 - 1. Deformed bars: In accordance with ASTM A 615 Grade 60.
 - 2. Welded wire fabric: Sheets of plain wire in accordance with ASTM A 185.
 - 3. Bar supports:

- a. Over ground or "mud mat":
 - 1) Precast concrete blocks with cast-in annealed steel tie wires, 16 gauge or heavier.
 - a) Compressive strength of blocks equal to or exceeding the compressive strength of the surrounding concrete.
 - 2) Height as required for minimum 3 inches of clear concrete cover below reinforcement.
 - 3) Minimum block "footprint" of 4 square inches, or as required to supporting load from reinforcement while maintaining the required concrete cover.
 - b. Wire supports: Stainless steel in accordance with CRSI Class 2, Type B.
4. Tie wire: Annealed steel.
- B. Fabrication:
1. Cut and cold-bend bars in accordance with provisions of ACI 315 and ACI 318.
 2. Fabricate reinforcement to the tolerances in accordance with ACI 117.
 3. Provide bars free from defects and kinks and from bends not indicated on the Drawings.

2.04 CONCRETE MIXES

- A. General:
1. Pre-construction testing of materials and mixes to demonstrate that they comply with the requirements of this Section shall be at the CONTRACTOR'S expense.
 2. Mixes shall be ready-mix or transit-mixed concrete in accordance with ASTM C 94.
 - a. Hand-mixed batches shall not be used.
 3. Submit documentation that the proposed concrete mixes will conform to the requirements of this Section and will produce concrete having the required proportions and properties specified in this Section.
 4. Proportion mixes to conform to requirements for workability and durability specified in this Section.
 - a. Provide concrete with workability and consistency that can be readily worked into corners and angles of forms and around reinforcement without excessive vibration and without permitting materials to segregate or free water to collect on the surface.
 - b. Control and adjust batch weights to secure maximum yield.
 - 1) At all times, maintain proportions of concrete mix within specified limits.
 5. Cement content:
 - a. Use only 1 brand of portland cement for all exposed concrete surfaces in any single structure.
 - b. Minimum cementitious materials content: Conform to values specified in Table A.
 - c. Ratio of water to cementitious materials: Conform to values specified in Table A.

TABLE A CONCRETE REQUIREMENTS BY CLASS				
Class	Specified Compressive Strength f'c at 28 Days (Pounds per Square Inch)	Maximum Water-to-Cementitious Materials Ratio	Minimum Cementitious Materials per Cubic Yard of Concrete by Weight (Pounds)	Slump Range (Inches)
A	4,000	0.45	564	2 to 4
B (Type III cement)	4,000	0.45	564	2 to 4
C	2,500	0.62	423	3 to 6
CE	2,500	0.62	564	3 to 6

6. Ratio of coarse aggregate to fine aggregate: Not less than 1.0 or more than 2.0 for all concrete classes, with exception of Class CE.
7. Admixtures: Use in accordance with manufacturer's instructions.
 - a. Air entraining admixture: Provide all concrete with entrained air content of 6 percent within 1 percent consisting of evenly dispersed air bubbles.
 - b. Water reducing admixture:
 - 1) Required in all concrete mixes.
 - 2) No decrease in cementitious materials content is permitted as a result of use of water reducing admixture.
 - c. High range water reducing admixtures/plasticizing admixtures:
 - 1) Proportion concrete for a slump of 2 to 4 inches before the admixture is added, and a maximum slump of 8 inches after the admixture is added.
8. Pozzolans:
 - a. Fly ash: Maximum of 15 percent by weight of total weight of cementitious materials (cement plus fly ash).
 - b. Other pozzolans shall not be used without prior acceptance by the ENGINEER.
9. Average compression strength (f'c):
 - a. Proportion each concrete mix to provide the required average compressive strength (f'cr) determined in accordance with the provisions of ACI 318 Chapter 5.
 - b. Determine required average compressive strength (f'cr) for each class of concrete using the specified compressive strength of the mix, f'c, and the standard deviation in accordance with ACI 318.
 - 1) Establish the standard deviation in accordance with ACI 318.
 - 2) Documentation of standard deviation based on field test records.
 - a) Calculate standard deviation in accordance with ACI 318 procedures using test records that:
 1. Represent materials, quality control procedures, and conditions similar to materials, quality control procedures, and conditions expected for this Work.

2. Do not include provisions on materials that are more restrictive than the materials proposed for use.
 3. Represent a mix design proportioned to provide a specified compressive strength (f'_c) within 1,000 pounds per square inch of that specified in this Section.
- 3) Documentation of standard deviation based on trial batches plus empirical code requirements:
- a) When records of at least 15 consecutive tests spanning a period of not less than 45 calendar days are unavailable, determine required average compressive strength (f'_{cr}) from Table B:

TABLE B	
Specified Compressive Strength f'_c (pounds per square inch)	Required Average Compressive Strength f'_{cr} (pounds per square inch)
Less than 3,000	$f'_c + 1,000$
3,000 to 5,000	$f'_c + 1,200$

B. Constituent materials:

1. Portland cement: Conform to specifications and tests in accordance with ASTM C 150, Type II or Type I/II, Low Alkali; or ASTM C 150, Type III, Low Alkali.
 - a. Low Alkali materials shall be those having total alkali content of not more than 0.60 percent when determined by method in accordance with ASTM C 114.
 - b. Cement for finishes: Provide cement from same source and of same type as concrete to be finished.
2. Aggregates:
 - a. General:
 - 1) Provide concrete aggregates that are sound, uniformly graded, and free of deleterious material in excess of the amounts specified.
 - 2) Do not use aggregate made from recycled materials such as crushed and screened hydraulic-cement concrete, brick, or other construction waste.
 - 3) Obtain aggregate from source that is capable of providing uniform quality, moisture content, and grading during any single day's operation.
 - b. Fine aggregate:
 - 1) Provide fine aggregate consisting of clean, natural sand or of sand prepared from crushed stone or crushed gravel and in accordance with ASTM C 33 and the following:
 - a) Alkali and organics: Not containing strong alkali nor organic matter yielding a color darker than "standard color" when tested in accordance with ASTM C 40.
 - b) Reactivity: Complying with reactivity requirements in accordance with ASTM C 33 when tested in accordance with ASTM C 289.
 - c. Coarse aggregate:
 - 1) Provide coarse aggregate consisting of gravel or crushed stone made up of clean, hard, durable particles free from calcareous coatings,

organic matter, or other foreign substances and in accordance with ASTM C 33, Class 4S and the following:

- a) Soundness when tested in accordance with ASTM C 88:
 1. Have loss not greater than 10 percent when tested with sodium sulfate.
 - b) Abrasion loss: Not exceed 45 percent after 500 revolutions when tested in accordance with ASTM C 131.
 - c) Reactivity: Not exceeding limits specified in Appendix of ASTM C 33 when tested in accordance with ASTM C 289.
- 2) Grading:
- a) Aggregate for Class A, B, C, and D Concrete: In accordance with ASTM C 33 Size Number 57.
 - b) Aggregate for Class CE Concrete: In accordance with ASTM C 33 for Size Number 8.
 - c) Where a combination of 2 or more sizes of coarse aggregate are used, the gradation of the blend shall conform to the grading requirements in accordance with ASTM C 33 for the size number specified.
3. Water:
- a. Water for concrete mixes, for washing aggregate, and for curing concrete: Potable water, clean and free from oil and deleterious amounts of alkali, acid, organic matter, or other substances.
4. Admixtures:
- a. General:
 - 1) Do not use admixtures, except those specified, unless written authorization has been obtained from the ENGINEER.
 - 2) Admixtures shall be compatible with concrete constituents and shall be from the same manufacturer to provide compatibility with other admixtures.
 - 3) Do not use admixtures containing chlorides in excess of 0.5 percent by weight when calculated as chloride ion.
 - b. Air entraining admixture: In accordance with ASTM C 260.
 - c. Fly ash: In accordance with ASTM C 618, Class C.
 - 1) Sampling and testing: In accordance with ASTM C 311.
 - 2) Loss on ignition: Not to exceed 4 percent.
 - d. Water reducing admixture: In accordance with ASTM C 494, Type A or Type D, not containing air-entraining agents.
 - e. High range water reducing admixtures/plasticizing admixtures: Use shall produce non-segregating concrete mixture with little bleeding that remains in a plastic state for not less than 2 hours.
 - 1) High range water reducing admixtures: In accordance with ASTM C 494, Type F.
 - 2) Plasticizing admixtures: In accordance with ASTM C 1017, Type I.
 - f. Electrical conduit encasement coloring admixture: To produce red-colored concrete used for encasement of electrical ducts, conduits, and similar items.
 - 1) Conduit encasement concrete: Mix into each cubic yard of concrete 10 pounds of coloring agent.
 - 2) Manufacturers: One of the following or equal:
 - a) Davis Colors, #100 Utility Red.

b) I. Reiss Company, Inc., equivalent product.

C. Concrete mix design requirements by class:

1. Provide concrete mixes by classes as specified in this Section.
2. Use each class at the locations specified or indicated on the Drawings.
 - a. Class A Concrete: General use. Use at all locations unless otherwise indicated on the Drawings or listed in the following paragraphs.
 - b. Class B Concrete:
 - 1) May be substituted for Class A concrete for elements where high-early strength concrete is needed and that do not require sulfate resistant concrete.
 - 2) Use only after prior acceptance by the ENGINEER.
 - c. Class C Concrete: May be used as fill for unauthorized excavation, for thrust blocks and ground anchors for piping, for bedding of pipe, and elsewhere as indicated on the Drawings.
 - d. Class CE Concrete: Use for electrical conduit encasements.

D. Concrete mixes: Source quality control:

1. Mix submittal and acceptance:
 - a. Do not place concrete until the concrete mix design and the results of any trial batch testing have been accepted by the ENGINEER.
 - b. If the ENGINEER requires changes to the mix design, modify mixes within limits set forth in this Section and submit new mix design for ENGINEER'S review.
 - c. After acceptance, do not change mixes or mix proportions without prior acceptance by the ENGINEER.
 - 1) Exception:
 - a) At all times, adjust batching of water to compensate for free moisture content of aggregates.
 - b) Total water content in the mix shall not exceed that specified.
 - d. If there is change in source of cement or aggregate, or if there is a significant change in the characteristics or quality of any constituent material received a source already approved to supply materials, submit new design mixes for each class of concrete affected.

2.05 CONCRETE FINISHING AND CURING MATERIALS

A. Evaporation retardant:

1. Manufacturers: One of the following or equal:
 - a. Master Builders Technologies, Cleveland, Ohio, Confilm.
 - b. Euclid Chemical Company, Cleveland, Ohio, Eucobar.

B. Plastic membrane:

1. White polyethylene film in accordance with ASTM C 171:
 - a. Nominal thickness not less than 0.0040 inches when measured in accordance with ASTM D 2103.
 - 1) Thickness at any point not less than 0.0030 inches.
 - b. Loss of moisture: Not to exceed 0.055 grams per square centimeter of surface when tested in accordance with ASTM C 156.

- C. Sprayed-on membrane curing compound:
 - 1. In accordance with ASTM C 309, Type 1D.
 - 2. Clear with fugitive dye.

PART 3 EXECUTION

3.01 GENERAL

- A. Preparation:
 - 1. Use construction methods and sequences that allow time for concrete to reach adequate strength to prevent damage to or overstress of the concrete structure or its elements during construction.
 - 2. Schedule placing of concrete in such a manner as to complete any single placing operation between designated construction, contraction, or expansion joints.
 - a. Place concrete for beams, girders, brackets, column capitals, haunches, and drop panels at the same time as the concrete for the adjacent slabs.
- B. Verification of conditions:
 - 1. Do not place concrete until:
 - a. Forms have been cleaned and oiled as specified.
 - b. All forms have been thoroughly checked for alignment, level, strength, and accurate location of reinforcement, joint accessories, and all mechanical and electrical inserts or other embedded items.
 - c. Reinforcement is secure and properly fastened in its correct position.
 - d. Dowels, bucks, sleeves, hangers, pipes, conduits, anchor bolts, and any other fixtures required to be embedded in concrete have been placed and adequately anchored.
 - e. Forms are aligned and secured, and loose form ties at construction joints have been retightened.
 - 2. Notify the ENGINEER in writing of readiness, not just intention, to place concrete in any portion of the work:
 - a. Provide this notification in such time in advance of operations, as the ENGINEER deems necessary to make final observation of preparations at location of the concrete placement.
 - b. Have forms, reinforcement, screeds, anchors, ties, embeds, and inserts in place before notifying ENGINEER of readiness for final observations.
 - 3. Do not place concrete until ENGINEER has completed final observations of conditions at the placement and has given acceptance to proceed.

3.02 FORMING

- A. General
 - 1. Do not use earth cuts as forms for vertical or sloped surfaces unless specifically required by the Contract Documents.
 - 2. Joints: Locate construction and expansion joints as indicated on the Drawings.
 - a. Submit joint locations other than or differing from those indicated on the Drawings for ENGINEER'S review before construction.
 - 3. Chamfers:
 - a. Permanently exposed outside corners: Provide 3/4-inch chamfer.

- b. Re-entrant corners:
 - 1) Chamfer not required.
 - 2) Corner may be left square.
 - c. Edges of formed joints: Chamfer not required unless indicated on the Drawings.
 - 4. Level strips: Install level strips at top of wall concrete placements to maintain true line at horizontal construction joints.
- B. Constructing and erecting formwork:
- 1. Brace and anchor formwork to ensure vertical and lateral stability and to maintain finish tolerances when subjected to uplift pressures and lateral pressures from plastic concrete.
 - a. Ensure that formwork is positioned, braced, and firmly held against previously placed concrete to maintain true surfaces and to prevent loss or leaking of mortar at construction joints.
 - 1) At joints with flush surfaces exposed to view, lap contact surface of form a maximum of 1 inch over the previously placed concrete.
 - b. Design and construct forms with sufficient strength and stiffness that deflections resulting from loading by plastic concrete will not exceed the surface tolerance limits specified.
 - c. Set facing materials in an orderly and symmetrical arrangement, keeping the number of seams to a practical minimum.
 - d. Form ties: Tie forms together using cone snap ties placed at not more than 2-foot centers vertically and horizontally.
 - e. Construct formwork to permit easy removal without damage to formed surfaces.
 - f. Provide temporary openings at the base of column and wall formwork to allow cleaning and inspection immediately before concrete placement.
 - g. Cracks, openings, or offsets at joints in formwork: Close those that are 1/16 inch or larger by tightening forms or by filling with acceptable crack filler.
 - 2. Where forms are re-used, clean surfaces of mortar, grout, and foreign materials before coating with form release agent and setting.
 - 3. Cover formwork surfaces with form release agent to prevent bond with the concrete.
 - a. Do not allow form release agent to puddle in the forms.
 - b. Do not allow form release agent to contact reinforcement, embeds, or previously placed concrete.
 - 4. Provide runways supported directly on the formwork for moving equipment and supplies during preparations for concreting.
 - a. Do not rest such runways on reinforcement.
- C. Embeds, joints, and accessories:
- 1. Position pipes, sleeves, conduits, inserts, anchors, castings, and other embedded items in the forms, and anchor to formwork to prevent displacement.
 - 2. Fill voids in sleeves, pipes, inserts and anchor slots with readily removable material, and seal if required to prevent entry of mortar.
 - 3. For pipe or conduit runs, position embeds to allow at least 3 inches of clear concrete separation between parallel runs of pipes, conduits, or any combination of these items with each other or with reinforcement.

- D. Removing formwork:
1. Remove forms after the specified time for curing and protection has been provided and when operations will not damage concrete.
 2. Immediately after forms are removed, carefully examine concrete surfaces.
 - a. Report any irregularities in surfaces and finishes to the ENGINEER.
 - b. Where surface repairs are needed, contact ENGINEER with description of conditions and description of repair procedures before proceeding with work.
 3. Immediately follow form removal with installation of specified curing materials and procedures.
 4. After forms are removed from wall and curing is complete, fill tie holes as follows:
 - a. Remove form ties and cones from surfaces.
 - b. Roughen cone-shaped tie holes by heavy sandblasting before repair.
 - c. Clean and dampen tie holes, maintaining a saturated surface for at least 2 hours before applying dry-pack mortar.
 - d. Dry pack cone-shaped tie holes with dry-pack mortar as specified in this Section.

3.03 PLACING CONCRETE REINFORCEMENT, EMBEDS, AND ACCESSORIES

- A. Preparation:
1. Cut and bend deformed steel reinforcement in the shop and deliver completed bars to the site for installation.
 - a. Do not field-bend deformed reinforcement.
 2. Surface preparation:
 - a. Thoroughly clean reinforcing bars from rust scale, loose mill scale, rust coat, dirt, oil, and other coatings that adversely affect bonding capacity when placed in the work.
 - 1) Thin coating of red rust resulting from short exposures will not be considered objectionable.
 - b. Remove concrete or other deleterious coatings from dowels and other reinforcement projecting from previous placements by wire brushing or sandblasting before the reinforcement is embedded in the subsequent placement.
- B. Support of reinforcement and accessories:
1. Provide supports for deformed bars and wire fabric to maintain reinforcement position indicated on the Drawings and to provide specified minimum clear concrete cover around the reinforcement.
 - a. Support wire fabric from reinforcing supports.
 - 1) Do not place fabric on grade or forms and lift into subsequently placed concrete.
 - 2) Take care to maintain specified position of wire fabric in the concrete section and to prevent bending, draping, or kinking of the wires.
 2. Use number of supports required to prevent reinforcement from sagging and to support loads during construction, but in no fewer quantities and locations than required in accordance with ACI 315.
 3. Do not:
 - a. Use brick, broken concrete masonry units, concrete spalls, rocks, or other such material for supporting reinforcement.

- b. Support reinforcement on additional reinforcing bars installed with less cover than that required by the Contract Documents (“give away bars”).
 - c. Adjust location of reinforcement indicated on the Drawings to increase cover over support bars.
 - 4. Furnish and use templates for placing column dowels.
- C. Placing reinforcement:
 - 1. Locate reinforcement to provide minimum clear concrete cover specified.
 - a. Where cover is not specified, in accordance with ACI 318.
 - 2. Accurately place reinforcement in accordance with the tolerances of ACI 117.
 - a. Where reinforcement must be moved beyond the specified placing tolerances to avoid interference with other reinforcement, conduits, or embeds, submit the proposed arrangement for ENGINEER’S review.
 - 3. Fasten reinforcement securely in place with wire ties.
 - a. After tying, bend ends of wire ties inward towards the center of the concrete to match clear concrete cover provided for reinforcement.
 - 4. Do not weld reinforcing bars or wires.
 - 5. Deformed reinforcing bars:
 - a. Tie slab bars at every intersection around the perimeter of slabs.
 - b. Tie wall bar and slab bar intersections, other than those around the perimeter, at every fourth intersection, but not more than 48 inches on center each way.
 - c. Lap splices:
 - 1) Lap reinforcement at splices as indicated on the Drawings or specified.
 - 2) Unless indicated on the Drawings, install lap splices with bars in contact and fastened together with tie wire.
 - 3) If lap splice length is not indicated on the Drawings, install in accordance with ACI 318.
 - 6. Welded wire fabric reinforcement:
 - a. Bend fabric as indicated on the Drawings or required to fit work.
 - b. Unroll or otherwise straighten fabric to make perfectly flat sheet before placing in the Work.
 - c. Extend welded wire fabric across concrete section to provide fabric to within 2 inches of vertical concrete edges.
 - d. Lap splice welded wire fabric as indicated on the Drawings.
 - 1) If no splice details are indicated, lap fabric at least 12 inches, fasten with wire ties spaced not more than 24 inches on center, and lace lap with wire of the same diameter of the fabric.

3.04 BATCHING, MIXING, TRANSPORTING AND DELIVERING CONCRETE

- A. General:
 - 1. Measure, batch, mix, transport, and deliver concrete in accordance with ASTM C 94.
- B. Measuring and batching:
 - 1. Measure materials by weighing, except as otherwise specified or where other methods are specifically authorized in writing by the ENGINEER.
 - 2. On-site volumetric batching using pre-packaged dry materials is not permitted.
 - 3. Measuring or weighing devices:

- a. Furnish apparatus for weighing aggregates and cementitious materials that is suitably designed and constructed for this purpose.
 - b. Furnish devices that have capability of providing successive quantities of individual material that can be measured to within 1 percent of desired amount of that material.
 - c. Shall bear valid seal of the verification by the authority having jurisdiction.
 - d. Subject to review by the ENGINEER.
- 4. Weighing cementitious materials: Weigh cementitious materials separately.
 - 5. Furnish satisfactory means for checking moisture content of aggregates before batching.
 - a. Adjust mix water to compensate for free moisture content of aggregate.
 - 6. Mixing water:
 - a. Measure by volume or by weight.
 - b. Maximum water-to-cementitious materials ratio for each concrete class shall not exceed that specified in Table A of this Specification.
 - 7. Admixtures:
 - a. Provide admixtures as specified.
 - b. Batch solutions by means of mechanical batcher capable of accurate measurement.
- C. Mixing and transporting:
- 1. Mixing:
 - a. Equip each truck mixer with device capable of counting number of drum revolutions and interlocked to prevent discharge of concrete from drum before required number of turns is complete.
 - b. Once drum revolutions commence, continuously revolve drum until it has completely discharged its batch.
 - c. Do not add water until drum commences revolutions.
 - d. The ENGINEER may require an increase required minimum number of revolutions or a decrease in the designated maximum number of revolutions if necessary to obtain satisfactory mixing.
 - 1) Incorporate such changes without additional costs to the OWNER.
 - 2. Do not exceed the following time period for mixing and delivery:
 - a. Total elapsed time from addition of water at batch plant through discharging of completed mix: Not to exceed 90 minutes, nor 300 revolutions of the mixer drum.
 - b. Total elapsed time at project site: Not to exceed 30 minutes.
 - c. Under conditions contributing to quick setting, the ENGINEER may reduce total elapsed time permitted.
- D. On-site acceptance of concrete mixes:
- 1. Concrete shall possess the properties specified in this Section at the point of placement.
 - 2. Do not place concrete:
 - a. Having slump outside the limits indicated in Table A.
 - b. That does not conform to specifications for entrained air content.
 - c. For which the total elapsed time of mixing or elapsed time at the site exceeds the specified maximums.

3.05 CONVEYING, DEPOSITING, CONSOLIDATING AND FINISHING CONCRETE

A. Preparation:

1. General:

- a. Clean construction joints and formed surfaces of dirt, sawdust, chips, and other debris after forms are built and immediately before concrete or grout placement.
 - 1) Use vacuum cleaner if required to provide clean surfaces.
- b. Remove snow, ice, frost, and standing water from surfaces of formwork, reinforcement, and embeds in contact with concrete.
- c. Secure reinforcement, joint materials, anchors, embeds and other items in place.
- d. Obtain ENGINEER'S observation and acceptance of preparations.
- e. During conveying, placement, consolidation, and finishing of concrete, protect surrounding construction, including concrete walls and slab surfaces, from concrete splatter.
 - 1) Thoroughly clean surrounding construction at the completion of each placement.

2. Slabs or concrete construction on grade:

- a. Provide subgrade preparation, base materials, and compaction as required by the Contract Documents.
- b. Remove loose soils, debris, standing water, snow, or ice from subgrade.
- c. Provide moist subgrade with no standing or free water and no muddy or soft spots.
 - 1) When subgrade is not moist, sprinkle with water not less than 2 nor more than 6 hours in advance of placing concrete.
 - 2) If subgrade becomes dry prior to actual placing of concrete, sprinkle again, without forming pools of water.

3. Weather conditions:

- a. Hot weather: In hot weather conditions, make provisions in advance of placement for windbreaks, shading, fogging, sprinkling, ponding, or wet covering.
- b. Cold weather: In cold weather conditions, make provisions to maintain the required concrete temperatures without overheating or drying, and without exposing concrete to carbon dioxide from heater exhaust.
- c. Precipitation:
 - 1) Do not begin placements while rain, sleet, or snow is falling or anticipated, or unless adequate protection is provided.
 - 2) Do not allow precipitation to increase concrete water content or to damage the surface of the concrete.
- d. Wind:
 - 1) Do not begin placements during wind events that will blow dust or debris into the plastic concrete.
 - 2) Do not allow wind-blown debris to become embedded in or to damage the surface of the concrete.
 - 3) At all times, have sufficient coverings on hand to protect new concrete from excessive drying or blowing debris.

B. Conveying concrete:

1. Convey concrete from mixer to place of final deposit by methods that prevent segregation or loss of materials.
 2. Use chutes, pumps, and conveyors of size and design that will ensure continuous flow of concrete at delivery end to prevent the formation of cold joints.
 3. Design and use chutes and devices for conveying and depositing concrete that direct concrete vertically downward when discharged from the chute or conveying device.
 4. Keep conveying equipment clean by thoroughly washing and scraping upon completion of any placement.
- C. Depositing concrete:
1. Do not place concrete under the following conditions:
 - a. After initial set has occurred.
 - b. When re-tempering has occurred.
 2. Deposit concrete at or near its final position to avoid segregation caused by rehandling or flowing.
 - a. Do not use vibrators to move concrete from its point of deposit.
 - b. Use tremies for placing concrete where drop is over 5 feet.
 3. Place concrete continuously in approximately horizontal layers not exceeding 24 inches in depth. Bring level up evenly in all parts of forms.
 - a. After placement begins, continue without significant interruption and as a continuous operation until the end of that placement is reached.
 - b. Do not allow "cold joints" to form between adjacent layers or areas of the placement, or initial set to form on "wet edge" of placements.
 - c. Take precautions to prevent delays between placement of adjacent layers or areas from exceeding 20 minutes.
 - 1) If more than 20 minutes have elapsed since the initial surface was placed, spread a layer of neat cement grout, not less than 1/2 inch in thickness nor more than 1 inch in thickness, over the previously placed surface before depositing additional concrete.
 4. Placing concrete on slopes:
 - a. Commence placement at bottom of slope and work upward.
 5. Placing horizontal concrete monolithically with structures below:
 - a. If concrete for slabs, beams, or walkways is to be cast monolithically with walls or columns below, do not place the horizontal concrete elements until the concrete in walls or columns below has been placed, consolidated, and allowed to achieve initial set.
 - 1) Allow set time of not less than 1 hour.
 - 2) Maintain a moist surface at the top of the walls or columns during the setting period.
 6. Placing a second concrete lift over hardened concrete below:
 - a. Take special precautions in form work at top of old lift and bottom of new lift to prevent:
 - 1) Spreading and vertical or horizontal displacement of forms.
 - 2) Grout "bleeding" onto finished concrete surfaces.
- D. Consolidating concrete:
1. Thoroughly consolidate concrete into forms and around reinforcement, pipes, and other embeds using mechanical vibrators.

- a. Take special care to place concrete solidly against forms, leaving no voids.
 - b. Make concrete solid, dense, compact, and smooth.
 - 2. Provide vibration energy sufficient to cause concrete to flow and readily settle into place leaving no voids.
 - a. Vibration should visibly affect concrete over a radius of at least 18 inches without segregation.
 - 3. Vibrators:
 - a. At all times, have sufficient vibrators on hand to consolidate concrete as it is placed.
 - b. In addition to vibrators in use while concrete is being placed, have on hand at least 1 spare vibrator in serviceable condition.
 - c. Place no concrete until it has been ascertained that all vibrating equipment, including spares, are in serviceable condition.
- E. Finishing concrete:
- 1. Provide concrete finishes specified in Section 03 35 29 Tooled Concrete Finishes.
 - 2. Liquid evaporation retardant:
 - a. Where conditions will result in rapid evaporation of moisture from the surface of the fresh concrete during finishing operations, use evaporation retardant.
 - 1) Such conditions include low humidity, high heat, and wind occurring alone or in combination.
 - b. Immediately after the concrete is screeded, coat the surface of the concrete with a liquid evaporation retardant.
 - 1) Apply the evaporation retardant again after each work operation as necessary to prevent drying shrinkage cracks and crazing at the surface.

3.06 CURING AND PROTECTING CONCRETE

- A. Curing concrete:
- 1. Cure concrete by methods specified in this Section.
 - a. Maintain the designated level of curing for a minimum of 7 days after placement, unless the details of a particular method specify a longer period.
 - 1) Make provisions to maintain moisture or curing membrane integrity at edges of slabs, tops of walls, and joint surfaces, and to prevent loss of protection.
 - 2. Schedule of curing methods:
 - a. Concrete surfaces that will receive additional materials that require bond to the initial placement (including concrete; coatings, paints, sealers; grout, and other materials):
 - 1) Water curing or plastic membrane curing.
 - b. Formed surfaces:
 - 1) If non-absorbent forms are left in place for 7 days after placement: No additional requirements.
 - 2) For absorbent forms or when forms are removed during the 7 days following placement: Cure by water curing, plastic membrane curing, or sprayed membrane curing.
 - c. Unformed concrete surfaces:
 - 1) Water curing, plastic membrane curing, or sprayed membrane curing.

3. Water curing:
 - a. Keep surfaces of concrete constantly and visibly moist to saturated by ponding, continuous fogging, or continuous sprinkling at all times during curing period.
 - 1) Cover surfaces if required to maintain moist conditions.
 - 2) For horizontal slabs, pond the surface with at least 2 inches of water or cover with saturated mats or fabric kept continuously wet.
 - b. Formed surfaces: Each day forms remain in place may be counted as 1 day of water curing.
 - 1) Do not loosen form ties while concrete is being cured by form left in place.
 - 2) No further credit for curing time will be allowed after contact between the concrete surface and the forms has been broken.
4. Plastic membrane curing:
 - a. Cover concrete with plastic membrane, sealing joints and edges against displacement by wind or site operations and to prevent loss of moisture.
 - b. Install plastic membrane as soon as concrete is finished and can be walked on without damage.
 - c. Keep all surfaces of concrete under plastic membrane moist at all times during the curing period.
5. Sprayed membrane curing:
 - a. Application of curing compound:
 - 1) Apply curing compound to concrete surface after repairing and patching, and within 1 hour after forms are removed.
 - a) If more than 1 hour elapses after removal of forms, do not use sprayed membrane curing, but use water curing for full curing period.
 - 2) CONTRACTOR is cautioned that the method of applying curing compound specified in this Section may require more compound than normally suggested by manufacturer of compound, and also more than is customary in the trade.
 - 3) Apply curing compound by mechanical, power-operated sprayer with mechanical agitator that will uniformly mix all pigment and compound.
 - 4) Apply compound in at least 2 coats.
 - 5) Apply each coat in a direction turned 90 degrees from the preceding coat.
 - 6) Apply curing compound in sufficient quantity that concrete has uniform appearance and that the natural color of the concrete is effectively and completely concealed at time of spraying.
 - 7) Continue to coat and recoat surfaces until specified coverage is achieved and until coating film remains on concrete surfaces.
 - 8) Provide compound having a film thickness that can be scraped from surfaces at any and all points after drying for at least 24 hours.
 - 9) Take care to apply curing compound to edges of placements and in areas of construction joints.
 - a) See that curing compound is placed over the full profile of construction joint surface.
 - b. Removal of curing compound:
 - 1) Do not remove curing compound from concrete in less than 7 days.

- a) During this period, the CONTRACTOR may remove curing compound only after receiving ENGINEER'S acceptance of written request to do so.
 - 1. Include with the request the measures that will be provided to adequately cure surfaces where curing compound has been removed.
 - 2) Before placing fresh concrete against a surface previously coated with curing compound, remove the curing compound by heavy sandblasting.
 - 3) Prior to final acceptance of the work, remove any curing compound on surfaces exposed to view by sandblasting or other acceptable method, so that only natural color of finished concrete is visible and uniform over the entire surface.
- B. Protecting concrete:
- 1. Immediately after placement, protect concrete from drying, hot or cold weather, and mechanical damage.
 - 2. Temperature:
 - a. Cold weather: Protect concrete during the curing period so that the concrete temperature is maintained within the following requirements.
 - 1) Sections less than 12 inches thick: Minimum 55 degrees Fahrenheit.
 - 2) Sections 12 to 36 inches thick: Minimum 50 degrees Fahrenheit.
 - b. Hot weather: Protect concrete during the curing period so that the concrete temperature does not exceed 90 degrees Fahrenheit.
 - c. Remove protection against temperature gradually so that concrete surface temperature does not drop or rise by more than 40 degrees Fahrenheit during any 24-hour period.
 - 3. Maintain forms, shoring, and bracing in place after concrete placement for a period after concrete placement as indicated in the following paragraphs. Forms may be removed after these periods if the concrete has developed sufficient strength and hardness to resist surface or other damage.
 - a. Vertical forms:
 - 1) General: Minimum 24 hours after concrete placement.
 - 2) Sides of footings: Minimum 24 hours after concrete placement.
 - 3) Sides of beams, girders, and similar members: Minimum 48 hours after concrete placement.
 - b. Horizontal forms:
 - 1) Slabs, beams, and girders: Until concrete reaches specified compressive strength, $f'c$, or until shoring is installed.
 - c. Shoring for slabs, beams, and girders:
 - 1) Shore until concrete strength reaches specified compressive strength, $f'c$.
 - a) Temporary shoring may be required after the specified compressive strength is reached if construction loads will exceed the designated live load capacity of the structure.
 - d. Wall bracing:
 - 1) Brace until strength of concrete beams and slabs laterally supporting the wall reaches specified compressive strength, $f'c$.
 - 4. Loads against or on the concrete:

- a. Loading of “green” concrete, by backfilling or by personnel or equipment placed on the surface, is not permitted.
 - 1) Green concrete: Defined as concrete whose current compressive strength is less than 100 percent of the specified compressive strength, f’c.
- b. Backfilling: Do not place backfill against concrete walls until the wall and all elements attached to it, including connecting slabs or beams, are fully braced by the structure, and have achieved their specified compressive strength, f’c.

3.07 JOINTS AND JOINT PREPARATION

A. Joint locations and details:

- 1. Construct concrete work as monolith to the extent practical.
- 2. Construct joints as indicated on the Drawings and as specified.
- 3. Locations of construction, expansion, and other joints are indicated on the Drawings or specified in this Section.
 - a. Do not relocate, add, or delete joints without prior approval from the ENGINEER.

B. General:

- 1. Keyways in joints:
 - a. Provide keyways in joints where indicated on the Drawings.
 - b. Treat lumber keyway material with form release coating, applied in accordance with manufacturer's instructions.

C. Construction joints:

- 1. Where spacing is not indicated on the Drawings, provide construction joints in slabs and walls at intervals not greater than 35 feet.
- 2. Construct as indicated on the Drawings.
 - a. Before placing fresh concrete against the joint: Use heavy sandblast to thoroughly clean joint surfaces and reinforcement crossing the joint of laitance, grease, oil, mud, dirt, curing compounds, mortar droppings, or other objectionable matter.
 - b. Just before placing concrete against the joint, wash surface with water to saturate joint surface and concrete surfaces within 12 inches of the joint.
 - c. Horizontal joints:
 - 1) Immediately before placing concrete, thoroughly spread bed of neat cement over the joint surface.
 - 2) Grout thickness: Not less than 1/2 inch, nor more than 1 inch.

D. Expansion joints:

- 1. Where width is not indicated on the Drawings, provide 3/4-inch wide joint.
- 2. Construct as indicated on the Drawings.
- 3. Do not extend through expansion joints reinforcement, conduits, or other items unless details for such crossings are indicated on the Drawings.
- 4. Preformed expansion joint material:
 - a. Accurately position joint filler in the joint and fasten to concrete or forms with adhesive.
 - b. Tape splices in joint filler to prevent intrusion of mortar.

- 1) Fastening joint filler using nails, bolts, screws, or similar items is not permitted.

3.08 TOLERANCES

A. Concrete:

1. Finished concrete: Conform to shapes, lines, grades, and dimensions indicated on the Drawings.
2. In accordance with ACI 117, except as modified in the following paragraphs:
 - a. Slabs where slope is indicated:
 - 1) Uniformly slope to drain.
 - 2) Provide slabs without depressions that puddle water.
 - b. Slabs indicated to be level: Maximum deviation of 1/8 inch in 10 feet without any apparent changes in grade.

B. Embeds:

1. General:
 - a. Sleeves and inserts: Plus 1/8 inch.
 - b. Projected ends of anchor bolts: From 0 to 1/4 inch.
 - c. Anchor bolt position: Plus 1/16 inch.
2. Equipment: Set inserts to tolerances required for proper installation and operation of equipment or systems to which insert pertains.

3.09 FIELD QUALITY CONTROL

A. Field testing of concrete:

1. During progress of construction, the OWNER will perform testing to determine whether the concrete, as being produced, complies with requirements specified.
 - a. Cost of this testing will be borne by the OWNER.
2. Program for sampling and testing:
 - a. Sample concrete in accordance with ASTM C 172.
 - b. Slump: Test for slump in accordance with ASTM C 143.
 - 1) Test slump at the beginning of each placement, as often as necessary to keep slump within the specified range, and when requested to do so by the ENGINEER.
 - c. Compressive strength, f'c: Make and cure test specimens in accordance with ASTM C 31: Test for compressive strength in accordance with ASTM C 29.
 - 1) Prepare and test not less than 3-cylinder specimens, 6-inch diameter by 12-inches long, for each test.
 - a) One cylinder will be broken at 7 days and 2 cylinders will be broken at 28 days.
 - 2) Prepare and test cylinders according to the following schedule:
 - a) Minimum of 1 set of cylinders for each 150 cubic yards of each class of concrete.
 - b) Minimum of 1 set of cylinders for each class of concrete for each half-day of placement.
 - d. Air entrainment: Test for air entrainment in accordance with ASTM C 173.

- 1) Test percent of entrained air in concrete at the beginning of each placement, as often as necessary to keep entrained air within the specified range, and when requested to do so by the ENGINEER.
3. The CONTRACTOR shall:
 - a. Furnish concrete for test specimens and provide manual assistance to the ENGINEER in preparing said specimens.
 - b. Assume responsibility for providing care and on-site curing and protection for test specimens in accordance with ASTM C 31.
- B. Enforcement of specification requirements:
 1. Do not place concrete that does not conform to the requirements of these Specifications.
 - a. Remove such materials from the site.
 2. Strength requirements:
 - a. Concrete is expected to reach higher compressive strength than that which is indicated in Table A as specified compressive strength $f'c$.
 - b. Concrete strength will be considered acceptable if following conditions are satisfied:
 - 1) Averages of all sets of 3 consecutive strength test results are greater than or equal to specified compressive strength $f'c$.
 - 2) No individual strength test (average of 2 cylinders tested at 28 days) falls below specified compressive strength $f'c$ by more than 500 pounds per square inch.
 - c. Whenever 1 or both of the conditions stated above is not satisfied, provide additional curing or testing of the affected portion as directed by the ENGINEER.
 - 1) The costs of such curing or testing shall be at the CONTRACTOR'S expense.

3.10 ADJUSTING

- A. Remove and replace or repair defective work as directed by the ENGINEER.
 1. Do not patch, repair, or cover defective work before observation by the ENGINEER.
 2. Make no repairs until ENGINEER has accepted proposed methods for preparation and repair.

END OF SECTION

03 05 00-25

Concrete Work

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Bar supports.
 - 2. Reinforcing bars.
 - 3. Thread bars.
 - 4. Tie wires.
 - 5. Welded wire fabric reinforcement.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 315 - Details and Detailing of Concrete Reinforcement.
 - 2. 318 - Building Code Requirements for Structural Concrete and Commentary.
 - 3. 350 - Code Requirements for Environmental Engineering Concrete Structures and Commentary.
- B. American Welding Society (AWS):
 - 1. D1.4 - Structural Welding Code - Reinforcing Steel.
- C. ASTM International (ASTM):
 - 1. A 185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - 2. A 615 - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement.
 - 3. A 706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.

1.03 DEFINITIONS

- A. Give away bars: Bars that are not required by Contract Documents, but are installed by the CONTRACTOR to support the required reinforcing bars.

1.04 SYSTEM DESCRIPTION

- A. The Drawings contain general notes concerning amount of reinforcement and placing, details of reinforcement at wall corners and intersections, and details of extra reinforcement around openings in concrete.

1.05 SUBMITTALS

- A. Shop drawings:
 - 1. Changes to reinforcing steel Contract Drawing requirements:
 - a. Indicate in separate letter submitted with shop drawings any changes of requirements indicated on the Drawings for reinforcing steel.
 - b. Such changes will not be acceptable unless the ENGINEER has accepted such changes in writing.
- B. Reinforcement shop drawings:
 - 1. Review of reinforcement shop drawings by the ENGINEER will be limited to general compliance with the Contract Documents.
 - 2. Submit reinforcement shop drawings in a complete package for each specific structure. Partial submittals will be rejected.
- C. Samples:
 - 1. Bar support chairs: Submit samples of chairs proposed for use along with letter stating where each type of chair will be used.
- D. Procedures:
 - 1. Welding procedures conforming to AWS D1.4 for reinforcement designated to be field welded.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping:
 - 1. Deliver bars bundled and tagged with identifying tags.
- B. Acceptance at site:
 - 1. Reinforcing bars: Deliver reinforcing bars lacking grade identification marks accompanied by manufacturer's guarantee of grade.

1.07 SEQUENCING AND SCHEDULING

- A. Bar supports: Do not place concrete until samples and product data for bar supports have been accepted by the ENGINEER.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bar supports:
 - 1. Wire bar supports located between reinforcing bars and face of concrete:
 - a. Stainless steel. Type 304 stainless steel bar supports.
 - b. Support reinforcing for concrete placed on ground using bar support chairs with Type 304 stainless steel plates for resting on ground welded to the chairs.
 - 2. Wire bar supports located between mats of reinforcing bar:
 - a. Steel bar supports.

- B. Reinforcing bars:
 - 1. Reinforcing bars to be embedded in concrete:
 - a. ASTM A 615 Grade 60 deformed bars, except as follows.
 - 2. Reinforcing bars that are required to be welded:
 - a. Low alloy ASTM A 706 Grade 60 deformed bars.
 - b. ASTM A 615 Grade 60 reinforcement may be used in lieu of ASTM A 706 Grade 60 if the following requirements are satisfied.
 - 1) Welding procedures conforming to AWS D1.4 are submitted to the ENGINEER.
 - 2) The specific location for the proposed substitution is acceptable to the ENGINEER.
- C. Tie wires: Annealed steel.
- D. Welded wire fabric reinforcement:
 - 1. In accordance with ASTM A 185.
 - 2. Fabric may be used in place of reinforcing bars if accepted by the ENGINEER.
 - 3. Provide welded wire fabric in flat sheet form.
 - 4. Provide welded wire fabric having cross-sectional area per linear foot of not less than cross-sectional area per linear foot of reinforcing bars indicated on the Drawings.

2.02 FABRICATION

- A. Shop assembly:
 - 1. Cut and bend bars in accordance with provisions of ACI 315, ACI 318, and ACI 350.
 - 2. Bend bars cold.
 - 3. Provide bars free from defects and kinks and from bends not indicated on the Drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of conditions:
 - 1. Reinforcing bars and welded wire fabric reinforcement: Verify that reinforcement is new stock free from rust scale, loose mill scale, excessive rust, dirt, oil, and other coatings which adversely affect bonding capacity when placed in the work.

3.02 PREPARATION

- A. Surface preparation:
 - 1. Reinforcing bars: Thin coating of red rust resulting from short exposure will not be considered objectionable. Thoroughly clean any bars having rust scale, loose mill scale, or thick rust coat.
 - 2. Cleaning of reinforcement materials: Remove concrete or other deleterious coatings from dowels and other projecting bars by wire brushing or sandblasting before bars are embedded in subsequent concrete placement.

3.03 INSTALLATION

- A. Reinforcing bars:
 - 1. No field bending of bars will be allowed.
 - 2. Welding:
 - a. Weld reinforcing bars where indicated on the Drawings or acceptable to the ENGINEER.
 - b. Perform welding in accordance with AWS D1.4 and welding procedures accepted by the ENGINEER.
 - 1) Conform to requirements for minimum preheat and interpass temperatures.
 - c. Do not tack weld reinforcing bars.
- B. Placing reinforcing bars:
 - 1. Accurately place bars to meet tolerances of ACI 318 and adequately secure them in position.
 - 2. Lap bars at splices as indicated on the Drawings or specified.
 - a. Unless specifically otherwise indicated on the Drawings, install bars at lap splices in contact with each other and fasten together with tie wire.
 - b. Where reinforcing bars are to be lap spliced at concrete joints, ensure that bars project from first concrete placement a length equal to or greater than the minimum lap splice length indicated on the Drawings.
 - c. Where lap splice lengths are not indicated on the Drawings, provide lap splice lengths in accordance with ACI 318 and ACI 350.
 - 3. Bar supports:
 - a. Provide a sufficient number to prevent sagging, to prevent shirting, and to support loads during construction; but in no case less than quantities and at locations as indicated in ACI 315.
 - b. Do not use brick, broken concrete masonry units, spalls, rocks, wood or similar materials for supporting reinforcing steel.
 - c. Do not use give away bars that have less cover than required by the Contract Documents. Do not adjust location of reinforcement required by the Contract Documents to provide cover to the giveaway bars.
 - 4. If not indicated on the Drawings, provide protective concrete cover in accordance with ACI 318 and ACI 350.
- C. Tying of bar reinforcement:
 - 1. Fasten bars securely in place with wire ties.
 - 2. Tie bars sufficiently often to prevent shifting.
 - 3. Provide at least three (3) ties in each bar length.
 - a. Do not apply to dowel lap splices or to bars shorter than 4-feet, unless necessary for rigidity.
 - 4. Tie slab bars at every intersection around periphery of slab.
 - 5. Tie wall bars and slab bar intersections other than around periphery at not less than every fourth intersection, but at not greater than following maximum spacings:

Bar Size	Slab Bar Spacing Inches	Wall Bar Spacing Inches
Bars Number 5 and Smaller	60	48
Bars Number 6 through Number 9	96	60
Bars Number 10 and Number 11	120	96

6. After tying wire ties, bend ends of wire ties in towards the center of the concrete section.
 - a. The cover for wire ties shall be the same as the cover requirements for reinforcing bars.
- D. Welded wire fabric reinforcement:
1. Install necessary wiring, spacing chairs, or supports to keep welded wire fabric in place while concrete is being placed.
 2. Bend fabric as indicated on the Drawings or required to fit work.
 3. Unroll or otherwise straighten fabric to make flat sheet before placing in the Work.
 4. Lap splice welded wire fabric as indicated on the Drawings.
 5. If lap splice length is not indicated on the Drawings, splice fabric in accordance with ACI 318 and ACI 350.

END OF SECTION

SECTION 22 14 53
RAINWATER HARVESTING SYSTEM

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. The work described in this specification is intended for the constructability and installation of a rainwater harvesting system per applicable codes and standards. This section includes specifications for the rainwater harvesting system and its components, quality assurance and inspection.
- B. Rainwater Harvesting System:
 - a. Rainwater Pre-Filter(s)
 - b. Storage Tanks
 - c. Distribution Pump(s)
 - d. Controls

1.02 RELATED SECTIONS

- A. SECTION 01 52 00, CONSTRUCTION FACILITIES
- B. SECTION 01 74 14, CLEANING

1.03 APPLICABLE CODES AND STANDARDS

- A. International Organization for Standardization (ISO):
 - a. ISO 9001 – Quality management systems requirements.
- B. California Plumbing Code (CPC-2022)
 - a. Chapter 15: Alternate Water Sources for Non-Potable Applications
 - b. Chapter 16: Non-Potable Rainwater Catchment Systems

1.04 SITE CONDITIONS

- A. Verify site conditions where the rainwater harvesting system is to be installed and ensure constructability and installation access is free and clear of obstructions.
- B. Notify Owner’s representative if any open depressions and excavations made as part of the demolition/grading work for system installation and post warning signs if applicable.
- C. Protect active sewer, water, gas, electric, drainage, and irrigation indicated or, when not indicated, found, or otherwise made known to the CONTRACTOR before or during installation work. If a utility is damaged, immediately notify the Owner’s Representative for corrective action.

1.05 QUALITY ASSURANCE

- A. Product and Equipment Manufacturer Qualifications:
 - a. Minimum of 10-years of experience of this Section.

- b. Successful completion of previous projects of similar scope and complexity.
 - c. Maintain ISO-9001 production facilities including quality management protocols for production.
- B. Installer Qualifications:
 - a. Successful completion of (3) previous projects of similar scope of complexity.
 - b. Maintain trained technicians on staff providing field service and warranty related work.
 - c. Minimum of (3) years of experience in work in this Section.
 - d. This does not apply to the contractor who is installing underground piping, tank pads and setting tanks.
- C. Installation and Excavation Safety: In accordance with OSHA requirements.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver (unless otherwise specified) system components until time needed for installation and after proper protection can be provided for materials.
- B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
- C. Protect from damage due to weather, excessive temperature, and construction operations.
- D. Leave protective coverings in place until just prior to installation.
- E. Store water storage components with forklifts (or approved equivalent) and manufacturers recommended equipment during transportation and site construction. System components shall be protected from damage during delivery.

1.07 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity and ventilation) within manufacturers limits for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.08 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FACILITIES

- A. The CONTRACTOR shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required to perform the installation of the rainwater harvesting system as shown in the construction drawings and described in the specifications.

2.02 MANUFACTURERS

- A. Acceptable Manufacturer(s) for Storage Tanks:
 - a. RainHarvest Systems LLC.

- b. Bushman USA
- c. Aquascape
- c. American Tank Depot
- d. Norwesco

B. Acceptable Manufacturer(s) for Pumps and Pump Skids:

- a. RainHarvest Systems
- b. Grundfos
- c. Aquascape
- d. Oase
- e. RainFlo

C. Acceptable Manufacturer(s) for Controls and Float Switches:

- a. RainHarvest Systems
- b. RainFlo
- c. Aquascape/Hudson

D. Acceptable Manufacturer(s) for Rainwater Filters, Storage Tank Accessories:

- a. RainHarvest Systems
- b. RainAid
- c. RainFlo
- d. GRAF

E. Substitutions: Must be equal to specified equipment as determined by Owner's Representative or Designer.

2.03 RAINWATER HARVESTING SYSTEMS

A. Rainwater Harvesting Systems:

a. The system shall collect rainwater from the roof and convey rainwater through roof drains, downspouts and conveyance piping, gravity fed pre-filters. Filtered rainwater will travel through the pre-filter and into a rainwater storage tank. Water will be drawn out of the storage tank and pumped through a submersible pumping system to provide water at the desired design point of connection on an on-demand basis.

B. Design Requirements: Filter, store, treat and distribute harvested rainwater as specified on plans.

C. Water Filtration Method: Include sediment and UV filtration.

D. Hydrostatically test pump to manufacturer's requirements prior to final installation.

E. Components:

a. Rainwater Pre-Filter: Model: RainHarvest Leaf Eater Advanced Downspout Filter

b. Rainwater Storage Tanks:

- Bushman Poly 5050 – Capacity: 5,000-Gallons

- Rainwater Inlet: 4-inches

- Rainwater Overflow: 4-Inches

- Rainwater Outlet (pumped): 1-Inches

c. Downspouts:

- Model: Commercial Zincalume Steel Rainharvest 4" Leaf Eater Advanced downspout filter.

d. Pump Systems:

- Model: Rain Brothers Traditional Springer Series Cistern Pump with Floating Intake Valve.

- Plumbed to allow for removal without entering tank.

- Connected to power supply by power cable and waterproof connections.

e. Rainwater System Control:

- Water level measurement with automatic switchover to municipal backup water supply. Controller to activate valve based on programmed water level in the rainwater system controller.

f. Non-Potable Water Signage:

- All rainwater harvesting equipment and conveyance pipes shall denote "Non-Potable Water – Do Not Drink".

g. Storage Tank Accessories:

- Floating Filter and Hose (reference: Rain Brothers Springer Series Pump)

h. Make Up Water Valve:

- MV-1: ¾" Rain Aid or approved equal

i. Accessories:

- Bulkhead Fitting: Sized to match system inlet, outlet, pump flow rate, vents and other penetrations.

- Vent Assembly: PVC rodent-proof screen/cap for tank air and vacuum relief;
Extent from top of tank to above grade.

- Waterproof Electrical Connection Box: Field installed and inspected.

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrates under given project conditions.
- B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
- C. If preparation is the responsibility of another installer, notify Owner's Representative in writing of deviations from manufacturer's recommended installation tolerances and conditions.
- D. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 00 00, EARTHWORK.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions, per plan and in proper relationship with adjacent construction.
- B. Arrange equipment so that components requiring removal or maintenance are readily available accessible without disturbing other components. Arrange for clear passage between components.
- D. Do not bury components deeper than manufacturer's recommended depth or in a manner that would exceed engineering loads.
- E. Ground components in accordance with component manufacturer's instructions.
- F. Install pre-filters at the time storage tanks are installed.

3.03 FIELD QUALITY CONTROL

- A. Field Inspection: Coordinate field inspection with Owner's Representative within one (1) year of construction.
- B. System Testing shall be provided by contractor:
 - a. Installation oversight and technical support.
 - b. Terminate and test control system wiring and operation of electrical components.

- c. Demonstrate proper pump and controls operation.
- d. Make adjustments to meet user-defined system performance.
- e. Review operation and maintenance procedures with Twain Harte CSD.

3.04 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

- A. Clean and protect products in accordance with manufacturer's recommendations.
- B. Touch-Up, repair or replace products before substantial completion.
- C. Dispose of scrap materials, waste, trash, and debris from the installation of the rainwater harvesting system in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.
- D. Burying trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.
- E. Scrap materials, trash, and debris shall become the property of the CONTRACTOR and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the CONTRACTOR's responsibility.

END OF SECTION 32 84 00

SECTION 22 14 53
RAINWATER HARVESTING SYSTEM

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. The work described in this specification is intended for the constructability and installation of a rainwater harvesting system per applicable codes and standards. This section includes specifications for the rainwater harvesting system and its components, quality assurance and inspection.
- B. Rainwater Harvesting System:
 - a. Rainwater Pre-Filter(s)
 - b. Storage Tanks
 - c. Distribution Pump(s)
 - d. Controls

1.02 RELATED SECTIONS

- A. SECTION 01 52 00, CONSTRUCTION FACILITIES
- B. SECTION 01 74 14, CLEANING

1.03 APPLICABLE CODES AND STANDARDS

- A. International Organization for Standardization (ISO):
 - a. ISO 9001 – Quality management systems requirements.
- B. California Plumbing Code (CPC-2022)
 - a. Chapter 15: Alternate Water Sources for Non-Potable Applications
 - b. Chapter 16: Non-Potable Rainwater Catchment Systems

1.04 SITE CONDITIONS

- A. Verify site conditions where the rainwater harvesting system is to be installed and ensure constructability and installation access is free and clear of obstructions.
- B. Notify Owner’s representative if any open depressions and excavations made as part of the demolition/grading work for system installation and post warning signs if applicable.
- C. Protect active sewer, water, gas, electric, drainage, and irrigation indicated or, when not indicated, found, or otherwise made known to the CONTRACTOR before or during installation work. If a utility is damaged, immediately notify the Owner’s Representative for corrective action.

1.05 QUALITY ASSURANCE

- A. Product and Equipment Manufacturer Qualifications:
 - a. Minimum of 10-years of experience of this Section.

- b. Successful completion of previous projects of similar scope and complexity.
 - c. Maintain ISO-9001 production facilities including quality management protocols for production.
- B. Installer Qualifications:
 - a. Successful completion of (3) previous projects of similar scope of complexity.
 - b. Maintain trained technicians on staff providing field service and warranty related work.
 - c. Minimum of (3) years of experience in work in this Section.
 - d. This does not apply to the contractor who is installing underground piping, tank pads and setting tanks.
- C. Installation and Excavation Safety: In accordance with OSHA requirements.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver (unless otherwise specified) system components until time needed for installation and after proper protection can be provided for materials.
- B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
- C. Protect from damage due to weather, excessive temperature, and construction operations.
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1.07 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity and ventilation) within manufacturers limits for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.08 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FACILITIES

- A. The CONTRACTOR shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required to perform the installation of the rainwater harvesting system as shown in the construction drawings and described in the specifications.

2.02 MANUFACTURERS

- A. Acceptable Manufacturer(s) for Storage Tanks:
 - a. RainHarvest Systems LLC.

- b. Bushman USA
- c. Aquascape
- c. American Tank Depot
- d. Norwesco

B. Acceptable Manufacturer(s) for Pumps and Pump Skids:

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D. Acceptable Manufacturer(s) for Rainwater Filters, Storage Tank Accessories:

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E. Substitutions: Must be equal to specified equipment as determined by Owner's Representative or Designer.

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a. The system shall collect rainwater from the roof and convey rainwater through roof drains, downspouts and conveyance piping, gravity fed pre-filters. Filtered rainwater will travel through the pre-filter and into a rainwater storage tank. Water will be drawn out of the storage tank and pumped through a submersible pumping system to provide water at the desired design point of connection on an on-demand basis.

B. Design Requirements: Filter, store, treat and distribute harvested rainwater as specified on plans.

C. Water Filtration Method: Include sediment and UV filtration.

D. Hydrostatically test pump to manufacturer's requirements prior to final installation.

E. Components:

a. Rainwater Pre-Filter: Model: RainHarvest Leaf Eater Advanced Downspout Filter

b. Rainwater Storage Tanks:

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- Rainwater Outlet (pumped): 1-Inches

c. Downspouts:

- Model: Commercial Zincalume Steel Rainharvest 4" Leaf Eater Advanced downspout filter.

d. Pump Systems:

- Model: Rain Brothers Traditional Springer Series Cistern Pump with Floating Intake Valve.

- Plumbed to allow for removal without entering tank.

- Connected to power supply by power cable and waterproof connections.

e. Rainwater System Control:

- Water level measurement with automatic switchover to municipal backup water supply. Controller to activate valve based on programmed water level in the rainwater system controller.

f. Non-Potable Water Signage:

- All rainwater harvesting equipment and conveyance pipes shall denote "Non-Potable Water – Do Not Drink".

g. Storage Tank Accessories:

- Floating Filter and Hose (reference: Rain Brothers Springer Series Pump)

h. Make Up Water Valve:

- MV-1: ¾" Rain Aid or approved equal

i. Accessories:

- Bulkhead Fitting: Sized to match system inlet, outlet, pump flow rate, vents and other penetrations.

- Vent Assembly: PVC rodent-proof screen/cap for tank air and vacuum relief;
Extent from top of tank to above grade.

- Waterproof Electrical Connection Box: Field installed and inspected.

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrates under given project conditions.
- B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
- C. If preparation is the responsibility of another installer, notify Owner's Representative in writing of deviations from manufacturer's recommended installation tolerances and conditions.
- D. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 00 00, EARTHWORK.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions, per plan and in proper relationship with adjacent construction.
- B. Arrange equipment so that components requiring removal or maintenance are readily available accessible without disturbing other components. Arrange for clear passage between components.
- D. Do not bury components deeper than manufacturer's recommended depth or in a manner that would exceed engineering loads.
- E. Ground components in accordance with component manufacturer's instructions.
- F. Install pre-filters at the time storage tanks are installed.

3.03 FIELD QUALITY CONTROL

- A. Field Inspection: Coordinate field inspection with Owner's Representative within one (1) year of construction.
- B. System Testing shall be provided by contractor:
 - a. Installation oversight and technical support.
 - b. Terminate and test control system wiring and operation of electrical components.

- c. Demonstrate proper pump and controls operation.
- d. Make adjustments to meet user-defined system performance.
- e. Review operation and maintenance procedures with Twain Harte CSD.

3.04 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

- A. Clean and protect products in accordance with manufacturer's recommendations.
- B. Touch-Up, repair or replace products before substantial completion.
- C. Dispose of scrap materials, waste, trash, and debris from the installation of the rainwater harvesting system in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.
- D. Burying trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.
- E. Scrap materials, trash, and debris shall become the property of the CONTRACTOR and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the CONTRACTOR's responsibility.

END OF SECTION 32 84 00

SECTION 31 05 00

SOILS AND AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Aggregate Base Course.
 - 2. Class 2 Permeable.
 - 3. Drain Rock.
 - 4. Gravel.
 - 5. Native Material.
 - 6. Sand.
 - 7. Select Material.
 - 8. Stabilization Material.

1.02 REFERENCES

- A. ASTM International (ASTM):
 - 1. C 117 - Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing.
 - 2. C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - 3. C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 4. D 422 - Standard Test Method for Particle-Size Analysis of Soils.
 - 5. D 2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 - 6. D 2844 - Standard Test Method for Resistance R-Value and Expansion Pressure of Compacted Soils.
 - 7. D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - 8. D 4829 - Standard Test Method for Expansion Index for Soils.
 - 9. D 5821 - Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate.
- B. California Department of Transportation:
 - 1. Standard Specifications.
 - 2. California Test 205.
 - 3. California Test 211.
 - 4. California Test 217.
 - 5. California Test 229.
 - 6. California Test 301.

1.03 SUBMITTALS

- A. Product data:
 - 1. Material source.
 - 2. Gradation.
 - 3. Testing data.
- B. Quality control for aggregate base course:
 - 1. Test reports: Reports for tests required by Sections of Standard Specifications.
 - 2. Certificates of Compliance: Certificates as required by Sections of Standard Specifications.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Storage and protection: Protect from segregation and excessive moisture during delivery, storage, and handling.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General:
 - 1. Provide material having maximum particle size not exceeding 4 inches and that is free of trash, lumber, debris, leaves, grass, roots, stumps, and other organic matter.
 - 2. Materials derived from processing demolished or removed asphalt concrete are not acceptable.
- B. Aggregate Base Course:
 - 1. Class 2, 3/4-inch maximum aggregate size free from organic matter and other deleterious substances, and of such nature that aggregate can be compacted readily under watering and rolling to form a firm, stable base.
 - a. Aggregate base course for structures:
 - b. Consist of crushed or fragmented particles.
 - c. Coarse aggregate material retained in Number 4 sieve shall consist of material of which at least 25 percent by weight shall be crushed particles when tested in accordance with California Test 205.
 - 2. Aggregate shall not be treated with lime, cement, or other chemical material.
 - 3. Durability index: Not less than 35 when tested in accordance with California Test 229.
 - 4. Aggregate grading and sand equivalent tests shall be performed to represent not more than 500 cubic yards or 1 day's production of material, whichever is smaller.
 - 5. Sand equivalent: Not less than 25 when tested in accordance with California Test 217.
 - 6. Resistance (R value): Not less than 78 when tested in accordance with California Test 301.
 - 7. Conform to size and grade within the limits as follows when tested in accordance with ASTM C 117 and ASTM C 136:

Sieve Sizes (Square Openings)	Percent by Weight Passing Sieve
1 inch	100
3/4 inch	90-100
Number 4	35-60
Number 30	10-30
Number 200	2-9

C. Class 2 Permeable:

1. Consist of hard, durable particles of stone or gravel, screened, or crushed to the specified size and gradation.
2. Provide free of organic matter, lumps or balls of clay, and other deleterious matter.
3. Sand equivalent: Not less than 75 when tested in accordance with ASTM D 2419.
4. Conform to size and grade within the limits as follows when tested in accordance with ASTM C 117 and C 136:

Sieve Size (Square Openings)	Percent by Weight Passing Sieve
1 inch	100
3/4 inch	90-100
3/8 inch	40-100
Number 4	25-40
Number 8	18-33
Number 30	5-15
Number 50	0-7
Number 200	0-3

D. Drain Rock:

1. Durability: Percentage of wear not greater than 40 percent when tested in accordance with ASTM C 131.
2. Consist of hard, durable particles of stone or gravel, screened, or crushed to specified size and gradation.
3. Free from organic matter, lumps or balls of clay, or other deleterious matter.
4. Crush or waste coarse material and waste fine material as required to meet gradation requirements.
5. Conform to size and grade within the limits as follows when tested in accordance with ASTM C 117 and C 136:

Sieve Size (Square Openings)	Percent By Weight Passing Sieve
2 inch	100
1-1/2 inch	95-100
3/4 inch	50-100
3/8 inch	15-55
Number 200	0-2

E. Native material:

1. Sound, earthen material passing 1-inch sieve.
2. Percent of material by weight passing Number 200 sieve shall not exceed 30 when tested in accordance with ASTM D 422.
3. Expansion index less than 35 when tested in accordance with ASTM D 4829.

F. Sand:

1. Clean, coarse, natural sand.
2. Non-plastic when tested in accordance with ASTM D 4318.
3. One hundred percent shall pass a 1/2-inch screen.
4. No more than 20 percent shall pass a Number 200 sieve.

G. Select material:

1. Sound earthen material for which sum of plasticity index when tested in accordance with ASTM D 4318 and the percent of material by weight passing Number 200 sieve shall not exceed 23 when tested in accordance with ASTM D 422.
2. Organic content shall not be greater than 3 percent by volume.

H. Stabilization material:

1. Durability percentage of wear not greater than 40 percent when tested in accordance with California Test 211.
2. Consist of clean, hard, durable particles of crushed rock or gravel screened or crushed to the specified sizes and gradations.
3. Shall be free of any detrimental quantity of soft, friable, thin, elongated, or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substance.
4. Shall be free of slaking or decomposition under the action of alternate wetting and drying.
5. The portion of material retained on the 3/8-inch sieve shall contain at least 50 percent of particles having three or more fractured faces. Not over 5 percent shall be pieces that show no such faces resulting from crushing. Of that portion which passes the 3/8-inch sieve but is retained on the No. 4 sieve, not more than 10 percent shall be pieces that show no faces resulting from crushing.
6. Conform to size and grade when tested in accordance with ASTM C 117 and ASTM C 136.

Sieve Size (Square Openings)	Percent by Weight Passing Sieve
1 inch	100
3/4 inch	90-100
Number 4	0-10
Number 200	0-2

2.02 SOURCE QUALITY CONTROL (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

31 05 00-5

Soils and Aggregates for Earthwork

SECTION 31 20 00
EARTHWORK – BIOSWALE AND RAIN GARDEN, COBBLE

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. Excavating and fill for rough grading at the site.
- B. Trenching and backfilling for utilities and rainwater conveyance.
- C. Stockpiling of soil for later use.

1.02 RELATED SECTIONS

- A. SECTION 01 52 05, CONSTRUCTION STAGING AREAS
- B. SECTION 01 74 14, CLEANING

1.03 CODES AND STANDARDS

- A. State of California, Department of Transportation (CalTrans), Chapter 19, 2018
- B. ASTM D 2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- C. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
- D. Occupational Safety and Health Administration (OSHA) Document 2226.
- E. ASTM 21556: Density and Unit Weight of Soil in Place by Sand-Cone Method.
- F. ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lbf/ft³)
- G. ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- H. ASTM D 2937: Density of Soil-In-Place by the Drive-Cylinder Method.
- I. ASTM D 422: Standard Test Method for Particle-Size Analysis of Soils
- J. ASTM D 2419: Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- K. Title 29 CFR Part 1926: Safety and Health Regulations for Construction.

1.04 TEST AND INSPECTIONS

- A. **Fill Material:** Determine suitability of fill material not previously evaluated.
- B. **Maximum Density Tests:** Determine optimum moisture content and maximum dry density of fill materials placed and compacted in accordance with ASTM D1557, Procedure A.
- C. **Field Density Tests:** Determine in-place density of fill materials placed and compacted in accordance with ASTM D 1556, ASTM D 2922, or ASTM D 2937. One test should be conducted for every 10,000 square feet per lift.

1.05 DEFINITIONS

- A. **Backfill** is soil material used to refill the spaces from excavation.
- B. **Borrow Material** refers to material obtained from sources off the site.

- C. **Dewatering** consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.
- D. **Embankment** is soil material being placed upon the surface of existing ground where the resulting construction will be higher than the adjacent ground surface.
- E. **Excavation** is the removal of material above subgrade elevations indicated on the plans.
- F. **Existing Boulders** are boulders salvaged from site areas as noted on Plans and as directed by Owner's Representative.
- G. **Fill** is soil material used to raise the existing grade.
- H. **Final Backfill** is the material above the select backfill zone to three (3) inches below finish grade.
- I. **Initial Backfill** is material surrounding and covering pipe extending from the pipe bedding to six inches above the top of the pipe.
- J. **Palliation** involves intermittently watering and sprinkling water with such frequency as will satisfactorily alleviate dust.
- K. **Pipe bedding** is material placed under and around pipes to provide equal support along the length of pipe installed underground in a trench.
- L. **Recycled Fill** refers to asphalt concrete paving debris from demolition work.
- M. **Select Backfill** is material above the initial backfill zone and below the finish backfill zone.
- N. **Site Boulders** are New, imported, boulders.
- O. **Subgrade** refers to the surface of an excavation or the top surface of a fill or backfill immediately below subbase or topsoil materials.
- P. **Structures** refers to retaining walls, slabs on-grade, rain tanks, curbs, electrical or mechanical appurtenances, or any other man-made stationary feature constructed above or below the ground surface.
- Q. **Topsoil** is all the soil above the lower root line of fine vegetation.

1.06 EXISTING UTILITIES

- A. The Contractor shall locate and mark all substructures and utilities prior to beginning excavation.
- B. The Contractor shall dig test pits to confirm the location of underground facilities. These test pits shall include dewatering, backfilling, and surface restoration when necessary. If test pits are excavated in paved areas, surface restoration will consist of temporary pavement until final trenching and pavement restoration is completed.
- C. When utility line excavation occurs near existing utilities, whether or not indicated on the Plans, ensure existing utility services remain fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's Representative's approval.
- D. Expeditiously repair damaged utilities at no cost to the Owner.

- 1.07 DUST CONTROL
- A. Effectively dust-palliate working area, unpaved areas, and involved portions of the site throughout the entire construction period.
 - B. Chemical treatment of any type is not permitted. Use of reclaimed water shall conform to the requirements and guidelines of governing health authorities and be specified approved by Owner's Representative.
- 1.08 TRAFFIC
- A. The Contractor shall minimize the amount of interference with adjacent roads, streets, walkways, and other occupied facilities during earth-moving operations.
 - B. The Contractor shall not block the entrance or exit of the neighboring fire station.
 - C. The Contractor not close or obstruct street, walkways, park, golf course or other neighboring occupied or used facilities without permission from the Twain Harte Community Services District (CSD).
- 1.09 DISPOSAL OF MATERIALS
- A. The Contractor shall dispose of materials unsuitable for reuse in the Work offsite. Suitable materials may be reused in the Work for embankment, fill, or backfill.
 - B. Unless otherwise specified by Owner's Representative, material obtained from the project excavations may be presumed to be suitable for use as fill or backfill provided that all organic material, rubbish, debris, and other objectionable material is first removed.
- 1.10 DEWATERING
- A. The Contractor shall prevent surface water and groundwater from entering excavations and from ponding on subgrades.
 - B. The Contractor shall reroute surface water away from excavated area and not use excavated trenches as temporary drainage ditches.
 - C. The Contractor shall discharge of water within the project limits. If water cannot be discharged within the project limits due to site constraints, dispose of uncontaminated water in an area approved by the Twain Harte CSD.
 - D. The Contractor shall ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
 - E. The Contractor shall conduct all dewatering operations in accordance with the CalTrans *Field Guide to Construction Site Dewatering*.
- 1.11 ALLOWABLE TOLERANCES:
- A. All cut and fill shall be within a tolerance of ± 0.10 feet for grades indicated on the Plans.
 - B. All structures (including hardscape) shall be within ± 0.02 feet of the grades indicated on the Plans.
- 1.12 SUPPORTED EXCAVATION
- A. The Contractor shall provide ladders, steps, ramps, or other safe means of egress for workers in trench excavations 4 feet or deeper per Occupational Safety and Health Administration (OSHA) standards.

1.13 CONTAMINATED MATERIALS

- A. The Owner is not aware of any contaminated material within the project limits. If such material is encountered, the Contractor shall contact the Engineer immediately for directions.

1.14 EXPLOSIVES

- A. The use of explosives is not permitted at the site.

PART 2 – PRODUCTS

2.01. BACKFILL

- A. Backfill material shall be compacted to achieve a minimum relative compaction of 90%.
- B. Material from excavations that is to be used for backfilling should be free of trash, debris, and stones greater than 6 inches.
- C. Material excavated in excess of that required for backfilling will be disposed of away from the site, unless otherwise permitted by the Twain Harte CSD.
- D. If backfill is to be placed around a structure, the material is to be spread equally around all sides.

2.02. BORROW SOIL

- A. Borrow material shall be non-expansive, predominantly granular material that is free of particles less than 2 inches in any dimensions, free of organic and inorganic debris, and not more than 12 percent by weight passing the No. 200 sieve behind retaining walls and 25 percent elsewhere.
- B. Borrow material must be free of man-made refuse such as concrete, asphalt concrete, residue from grinding operations, metal, rubber, debris, and rubble.

2.03. RECYCLED FILL

- A. In lieu of disposal off-site, some asphalt concrete paving debris, resulting from the work of this Project only, may be crushed for limited use as recycled fill. Imported asphalt concrete debris may not be broken, crushed, or otherwise processed on-site.
- B. Recycled fill shall conform to SSPWC Section 200-2.4 unless otherwise indicated by the Owner's Representative.
- C. Recycled fill shall comprise no more than 10 percent (by volume, compacted) of the total fill.
- D. Recycled fill is limited to not less than two feet below the bottom of concrete pads and foundations. Recycled fill is not to be used in the top one foot of landscaped areas.
- E. Imported recycled fill is not acceptable.

2.04. RAIN GARDEN / BIO-SWALE SOIL MIX

- A. Rain garden / bio-swale soil mix material must be suitable for the purpose intended and be free of unsuitable material and contaminants.
- B. Soil Mix shall, at a minimum, be composed of 50%-60% Sand, 20%-30% of Top Soil and 20%-30% Compost.

- C. Soil Mix material must be free of trash, site debris and other materials not meeting the composition mix above.

2.05. SITE BOULDERS AND COBBLES

- A. Existing Site Boulders – N/A.
- B. The Contractor is responsible for sourcing the gravel/cobble mix (rock mulch) for the bioswales and rain gardens. Gravel and cobble placement will be field directed by the Owner’s Representative. The gravel and cobble mix for rain gardens and bioswales shall be as follows:
 - 2 parts ¾” to 1” wash gravel,
 - 6 parts 1” to 3” wash gravel,
 - 2 parts 4” to 6” wash gravel,
 - 1 part 6” to 10” cobble, and
 - 1 part pea gravel.
- C. The Contractor is responsible for procuring and transporting all stone to the site and completing the work as specified. Contractor will have an excavator with a thumb attachment to minimize damage to boulder material and grading of park stormwater basin.

2.06. PIPE BEDDING

- A. Unless otherwise indicated on the Plans, pipe bedding shall be comprised of clean sand and native free-draining granular materials, free from all vegetation and debris.
- B. Bedding shall meet gradation requirements when tested in accordance with ASTM D 422 and have a minimum sand equivalent of 30 as determined by ASTM D 2419.

Sieve Size	% Passing Sieve by Weight
½ inch	100
No. 4	70 - 100
No. 16	50 - 90
No. 50	10 - 50
No. 200	0 - 10

PART 3 – EXECUTION

3.01. PROTECTION

- A. The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other potential hazards created by earth-moving operations.
- B. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees that are to remain.
- C. When excavation adjacent to existing trees to remain is necessary, exercise all possible care to avoid injury to trees and tree roots. Excavate by hand all areas where there are roots two inches or larger. Tunnel under and heavily wrap with burlap roots two inches or larger in

diameter, except when directly in the path of the pipe or conduit, to prevent scarring and excessive drying. When a trenching machine runs close to trees that have roots smaller than two inches in diameter, hand trim the wall of the trench adjacent to the tree, making clean cuts through the roots. Paint roots one inch and larger in diameter with two coats of Tree Seal or approved equal. Close trenches adjacent to trees within 24 hours. When this is not possible, shade the side of the tree adjacent to the tree with burlap or canvas.

- D. Barricade all open trenches during work hours and cover at the close of each day's work.
- E. Provide adequate barriers marked with white flags, throughout the duration of the installation to project site improvements, existing features, and stockpiles of materials.
- F. Sequence, schedule, coordinate, and perform the Work to maintain safe, unobstructed passage as required for emergency egress and general site access. Provide any and all bridging of trenches of work, barricades, etc., that may be required to comply with applicable safety regulations.

3.02. DEWATERING

- A. The Contractor shall reroute surface water away from excavated area and not use excavated trenches as temporary drainage ditches.
- B. The Contractor shall discharge of water within the project limits. If water cannot be discharged within the project limits due to site constraints, dispose of uncontaminated water in an area approved by the Twain Harte CSD.
- C. The Contractor shall ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
- D. The Contractor shall conduct all dewatering operations in accordance with the CalTrans *Field Guide to Construction Site Dewatering*.

3.03. ROUGH GRADING

- A. Site rough grading will generate a graded soil surface to the appropriate tolerances. In addition, drainage terraces, swales, and other drainage structures necessary for the protection of existing structures at the site are to be installed.
- B. Rough grading includes excavating pavements and other obstructions visible on the surface and 1-foot below the surface, removing underground structures, removing abandoned drainage pipes, and removing other materials as indicated.
- C. Elevations and contours indicated on the drawings are to finish grade unless otherwise indicated. Make allowances for pavement thickness, bases, and landscape material where applicable.

3.04. EXCAVATION, GENERAL

- A. Excavate materials of every nature to the dimensions and elevations indicated on the Plans. Use equipment of suitable type for the materials and conditions involved in the Work.

- B. Where additional excavation is required to remove unsatisfactory materials that may be encountered, such additional work shall be paid for by means consistent with the terms outlined in the Contract.
- C. Place backfill on subgrades free of mud, frost, snow, or ice.
- D. Uniformly grade area to a smooth surface that is free of surface irregularities.
- E. Remove materials not approved for use as topsoil or fill and excess excavated materials from the site.
- F. Confine excavated materials to immediate area of stockpiled location designated by the Owner's Representative.

3.05. COMPACTION

- A. **Parking and Pedestrian Walkway:** Compact soils below parking areas and walkways to 90 percent of the Modified Proctor maximum dry density for the full depth of fill.
- B. **Landscape Areas:** Compact soils below all landscape, planting, and sod areas to 85% of the Modified Proctor maximum dry density for the full depth of fill unless otherwise noted on the Plans.
- C. **Building Areas:** Compact soils below buildings (and for a distance of five feet beyond the perimeter footing) to at least 90 percent of the Modified Proctor maximum dry density for the full depth of fill. Proof roll from a level that is two feet above ambient water table. This may require locally filling low areas prior to using a vibratory compactor. Densify subsoils by making repeated overlapping coverages of roller as it operates at its full vibrational frequency and at a travel speed of no more than two feet per second.
- D. **Utility Trenches:** Compact the initial backfill to a relative compaction of 95%.

3.06. TRENCH EXCAVATION

- A. The Contractor shall excavate trenches for rainwater conveyance piping, stormwater conveyance piping, and other utilities indicated on the construction Plans.
- B. The Contractor shall excavate trenches to uniform widths per ASTM D2321.
- C. The Contractor shall excavate and shape trench bottoms such that they support pipes and conduit. The subgrade should be shaped to provide continuous support for bells, joints, pipe barrels, joints, and fittings. The Contractor shall remove all projecting stones and shape objects along the trench subgrade.
- D. The Contractor shall excavate trenches six (6) inches deeper than the elevation of the pipe invert to allow for the placement of bedding course.
- E. The Contractor shall place backfill on subgrades free of mud, frost, snow, or ice.
- F. Barricade all open trenches during work hours and cover at the close of each day's work.

- G. Maintain trenches and other excavations free of water while lines are being placed and until backfill has been completed and approved. Ensure adequate pumping equipment is available at all times for emergencies and dispose of water in such a manner as not to create a nuisance or cause damage to property. Do not allow water to migrate outside of the construction area and use Owner-approved methods to confine water to construction areas.
- H. **Bracing and shoring** – Support excavations in accordance with all legal requirements. Set and maintain sheet piling and shoring timbers in a manner that will prevent caving of walls of excavations or trenches.
- I. **Bedding** – Do not cover lines until they have been inspected and approved for alignment and grade and recording for “as-built” survey information by the Owner’s representative. Commence bedding immediately after approval and survey information recording. Then carefully place bedding around utility lines so as not to displace or damage the line. Fill symmetrically on each side of the line. Compact bedding to 90 percent of the maximum dry density in accordance with ASTM D 1557 using mechanical equipment.

3.07. SOIL FILL

- A. Place fill in uniform lifts not exceeding eight inches in loose thickness that will uniformly compact to the required densities.
- B. Bring each layer to between ± 2 percent of optimum moisture content before compaction. Add water by uniformly sprinkling and mixing it with the soil. Add or blend additional fill materials or dry out existing material as required.
- C. When moisture content and condition of each layer is satisfactory, compact to the specified density. Compact areas not accessible to motor-driven equipment with mechanical or heavy hand tampers.
- D. Rework compacted areas failing to meet specified density as determined by tests. Recompact and retest as required to achieve property density.
- E. Prior to placing fill material on existing surfaces, scarify to a depth of six inches and recompact to the same degree of compaction as the overlying fill material.

3.09. GRAVEL AND COBBLE PLACEMENT

- A. Gravel and cobble placement in rain gardens and bioswales will be field directed by the Owner’s Representative.

3.10. CLEAN UP

- B. Keep project site and adjacent streets reasonably free from accumulation of debris resulting from work specified in this section.
- C. Immediately remove dirt, debris, and overreaching construction clutter from buildings and structures, walls, pavements, and curbs.

END OF SECTION 31 20 00

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Clearing, grubbing, and stripping project site.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the CONTRACTOR'S responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of CONTRACTOR'S Work.
 - 3. The following sections are related to the Work described in this Section. This list of related sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the CONTRACTOR to see that the completed Work complies accurately with the Contract Documents.
 - a. Section 01 66 13 - Hazardous Material Procedures.
 - b. Section 31 05 00 - Soils and Aggregates for Earthwork.

1.02 REFERENCES (NOT USED)

1.03 DEFINITIONS

- A. Clearing: Consists of removal of natural obstructions and existing foundations, buildings, fences, lumber, walls, stumps, brush, weeds, rubbish, trees, boulders, utility lines, and any other items which interferes with construction operations or are designated for removal.
- B. Grubbing: Consists of the removal and disposal of wood or root matter below the ground surface remaining after clearing and includes stumps, trunks, roots, or root systems greater than 1 inch in diameter or thickness to a depth of 6 inches below the ground surface.
- C. Stripping: Includes the removal and disposal of all organic sod, topsoil, grass and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped. The depth of stripping is estimated to be 6 inches, but the required depth of stripping will be determined by the ENGINEER.

1.04 QUALITY ASSURANCE

- A. Regulatory requirements: Verify and comply with applicable regulations regarding those governing noise, dust, nuisance, drainage and runoff, fire protection, and disposal.
- B. Pre-construction conference: Meet with ENGINEER to discuss order and method of work.

1.05 PROJECT CONDITIONS

- A. Environmental requirements:
 - 1. For suspected hazardous materials found, as specified in Section 01 66 13 Hazardous Material Procedures.
- B. Existing conditions:
 - 1. Verify character and amount of clay, sand, gravel, quicksand, water, rock, hardpan, and other material involved and work to be performed.

1.06 SEQUENCING AND SCHEDULING

- A. Clearing and grubbing: Perform clearing and grubbing in advance of grading operations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of conditions: Examine site and verify existing conditions for beginning work.

3.02 PREPARATION

- A. Protect existing improvements from damage by site preparation work. Install fence at drip line of trees to remain as indicated on the Drawings.

3.03 INSTALLATION

- A. Clearing:
 - 1. Clear areas where construction is to be performed and other areas as indicated on the Drawings, or specified in this Section, of fences, lumber, walls, stumps, brush, roots, weeds, trees, shrubs, rubbish, and other objectionable material of any kind which, if left in place, would interfere with proper performance or completion of the work, would impair its subsequent use, or form obstructions.
 - 2. Do not incorporate organic material from clearing and grubbing operations in fills and backfills.

3. CONTRACTOR'S construction facilities: Fill or remove pits, fill, and other earthwork required for erection of facilities, upon completion of the work, and level to meet existing contours of adjacent ground.
- B. Grubbing:
1. From excavated areas: Grub stumps, roots, and other obstructions 3 inches or over in diameter to depth of not less than 18 inches below finish grade.
 2. Backfill and compact cavities left below subgrade elevation by removal of stumps or roots to density of adjacent undisturbed soil.
- C. Stripping:
1. Remove soil material containing sod, grass, or other vegetation to depth of 6 inches from areas to receive fill or pavement and from area within 5 feet outside foundation walls.
 2. Deposit stripped material in accordance with following requirements:
 - a. At locations as accepted.
 - b. Use accepted material in top 6 inches of areas to be used for future planting.
 3. Replace topsoil where indicated on the Drawings.
- D. Special Techniques (Not Used)

END OF SECTION

SECTION 31 23 13
SUBGRADE AND ROADBED

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Subgrade preparation for all paving and surfacing.

1.02 RELATED WORK

- A. Section 31 20 00 - Earthwork.

1.03 MEASUREMENT AND PAYMENT

- A. No separate payment or compensation shall be made for work of this Section.
- B. Full compensation and payment for work of this Section shall be considered as part of and included in payment for each bid item for which the work is executed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Comply with requirements of Section 31 20 00 Earthwork.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify established grades are in conformance with requirements.

3.02 PREPARATION

- A. Adjust utility boxes, risers, lids and other appurtenances as required to meet and match proposed finish surface grades.

3.03 SUBGRADE

- A. Excavate and shape subgrade to line, grade, and cross section.
- B. Roll subgrade with an approved roller until the top 12 inches is compacted to 95 percent of maximum density at optimum moisture content as determined by ASTM D 1557.
- C. Remove all soft or otherwise unsuitable material and replace with suitable material.

- D. Fill holes and depressions to the required grade and cross sections with material from the excavation.
- E. The finished subgrade shall be within a tolerance of plus or minus 0.05 of a foot of the grade and cross section shown, shall be smooth and free from irregularities and at the specified density.
- F. Extend compaction one foot beyond the edge of paving, curb, or form.

3.04 PROTECTION OF SUBGRADE

- A. Protect and maintain the prepared subgrade in the finished condition until the first succeeding course is placed.
- B. Restore and correct damaged subgrade as specified above. Verify compliance with subgrade requirements.

END OF SECTION

**SECTION 32 14 33
PERMEABLE PLASTIC PAVING**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. The work described in this specification is intended for the constructability and installation of TrueGrid (or approved equal) parking area.
- B. Provide and install sub-base material as shown on drawings or per recommended sub-base alternatives as provided from additional manufacturer's information. See 'Materials'
- C. Provide all products and installation per the manufacturer's instructions provided on this specification sheet and other available specification material.
- D. Provide and install specified fill material for gravel fill option.

1.02 RELATED SECTIONS

- A. SECTION 31 20 00, EARTHWORK

1.03 SITE CONDITIONS

- A. Verify site conditions where the permeable pavers are to be installed and ensure constructability and installation access is free and clear of obstructions.
- B. Review installation and coordinate permeable paver work with other work affected.
- C. Notify project manager/site-supervisor of any open depressions and excavations made as part of the demolition/grading work for system installation and post warning signs if applicable.
- D. Protect active sewer, water, gas, electric, drainage, and irrigation indicated or, when not indicated, found, or otherwise made known to the Contractor before or during installation work. If a utility is damaged, immediately notify the Twain Harte Community Services District (CSD) for corrective action.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - a. Minimum of 10 years of experience of this Section.
 - b. Successful completion of three (3) previous projects of similar scope and complexity.
 - c. Manufacturer signed certificate stating the product is MADE IN THE US
- B. Installer Qualifications:
 - a. Successful completion of (1) previous project of similar scope of complexity.
 - b. Maintains trained technicians on staff providing field service and warranty related work.
 - c. Minimum of (3) years of experience in work of this Section.
- C. Installation and Excavation Safety: In accordance with OSHA requirements.

1.05 PRE-INSTALLATION CONFERENCE

- A. Convene a conference approximately two weeks before scheduled commencement of the work in this Section. Attendees shall include Architect, Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver (unless otherwise specified) system components until time needed for installation and after proper protection can be provided for materials.
- B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
- C. Protect from damage due to weather, excessive temperature, and construction operations.
- D. Leave protective coverings in place until just prior to installation.
- E. Protect materials during handling and installation to prevent damage.

1.07 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within manufacturers limits for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. All hard surface paving adjacent to permeable paver areas, including concrete walks and asphalt paving should be completed prior to installation of permeable pavers.
- C. In wet weather, do not build on wet, saturated, or muddy subgrade.
- D. In cold weather, do not use frozen materials or materials mixed or coated with ice or frost, and do not build on a frozen base or wet, saturated, or muddy subgrade.
- E. Protect partially completed paving against damage from other construction traffic when work is in progress.

1.08 TRANSITION FROM HARDSCAPE

- A. When transitioning to an adjacent hardscape, create a clean edge with existing pavement and ensure permeable pavers are flush or slightly recessed below the surrounding grade.
- B. In the case when permeable pavers are against broken asphalt, cut out a small section and pave a clean line. Then ensure permeable pavers are flush or slightly recessed below the surrounding grade.

1.09 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty (at least 10 years) against defects in materials and workmanship.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer(s) for Permeable Pavers:

- a. Airlite Plastics Co. DBA TRUEGRID Pavers or approved equal.
- B. Substitutions: Not permitted unless approved by Owner's Rep.

2.03 PERMEABLE PAVER SYSTEMS

- A. Permeable Pavers, TRUEGRID PRO PLUS for gravel applications.
- B. AASHTO H20, HS20 Rated.
- C. Manufactured in the USA.
- D. High density polyethylene (HDPE): 100 percent post-consumer recycled materials
- E. Recycled and recyclable content: 100 percent.
- F. S-Flexural joints molded in for soil seasonal expansion and contraction.
- G. Color: black- carbon black additive for long-term UV stabilization.
- H. Paver size: 24 inches by 24 inches by 1.8 inches.
- I. Pre-assembled: 4-foot by 4-foot sections.
- J. Cylindrical cell design for column strength. Cell size: 3.30 inch inside diameter.
- K. Co-joined cells at 48 places for strength.
- L. Wall thickness: 0.150 inches / .250-inch nominal.
- M. A minimum of 2 co-joined common walls per cell for structural integrity.
- N. Connections:
 - a. No clips or stakes necessary.
 - b. No additional parts or tools needed.
 - c. Integral male-female three-point locking system.
 - d. Wall thickness at tabs: 0.290 inch.
- O. Molded in X-anchors to stabilize pavers: no stakes necessary.
- P. Nominal Coverage per Paver: 4 square feet.
- Q. Weight per paver: 5.25 lbs.
- R. Permeability of System: 100 percent.
- S. Compressive Strength (filled): 17,729 psi.
- T. Material Safety: Groundwater neutral, 100 percent inert.
- U. Chemical Resistant: Excellent: highly resistant to hydrocarbons, oils.

2.04 PARKING DELINEATORS

A. TRUEGRID SnowSpots for gravel applications or approved equal.

2.05 ADA, Traffic, and Parking Identifiers: TRUEGRID Plates for gravel applications or approved equal.

2.06 Base Material:

A. TRUEGRID PRO PLUS was developed to accept multiple acceptable base materials. Locally sourced angular stone/clean for base material. Crushed granite, sandy gravel material, crushed concrete, limestone rock, and crushed lava are some of the acceptable materials. Common base materials include:

- a. AASHTO #57 Stone.
- b. Hard, clean, angular, and open-graded (uniform size) drain rock -- from 3/4" to 1-1/2".
- c. Base Course: Graded aggregate base course conforming to the following sieve analysis and requirements:
 - i. Percent Passing: 100 - Sieve Size: 3/4 – 1 inch
 - ii. Percent Passing: 85 - Sieve Size: 3/8 inch
 - iii. Percent Passing: 60 - Sieve Size: #4
 - iv. Percent Passing: 30 - Sieve Size: #40
 - v. Percent Passing: <3 - Sieve Size: #200, or 3 to 8 Percent for Grass Infill

B. Gravel Fill: Obtain clean, washed angular rock to fill the 1.8-inch-tall TRUEGRID PRO PLUS cells and spaces between. TRUEGRID PRO PLUS can be filled to top of cells and exposed or overfilled to hide cells. Fill rock should be 5/8 inch to 3/4-inch diameter.

- a. TRUEGRID PRO PLUS's design does not require anchors on level ground or slopes up to 10 degrees. TRUEGRID PRO PLUS is designed for slopes above 10 degrees. However, as a precaution, anchors/staking may be considered per each sloped install above 10 degrees.
- b. Fill rock, level to the top of cells for ADA compliance.

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Place base course material over prepared subbase to grades shown on plans or from manufacturer's recommended depths per application type, in lifts not to exceed 6", compacting each lift separately to 95% Modified Proctor. Leave minimum 1.8" for Permeable Paver unit. Fill to final grade.

- B. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 00 00, EARTHWORK.

3.02 INSTALLATION

- A. Install Permeable Paver units by placing cells face up. Sheets come preassembled in 4'x4' sheets and connect with friction fit interlocking connectors. No tooling required to connect or disconnect paver units. (9) Individual 16"x16" pieces can be disconnected from each 4'x4' sheet and reconfigured as needed.
- B. Units can be cut around curves and organic shapes on the job site with any electrical handsaw.
- C. Maintain 1" clearance to any pre-installed object or surface structure. Top of cells shall be between .25" to .5" below the surface of adjacent hard-surface pavements.
- D. Rock or soil fill aggregate can be driven directly on pre-filled pavers to be dumped and spread.
- E. Gravel-Fill Applications:
 - a. Install Gravel into paver cavities by back dumping directly from dump truck or from buckets mounted to tractors. Hand shoveling fill gravel into the cells is also acceptable for smaller jobs.
 - b. Direct exit the site by driving forward. Pavers can handle high load capacities while empty, avoid sharp turns over unfilled rings.
 - c. The gravel fill can then be spread from the pile using steer loaders, power brooms, blades, flat bottomed shovels, and/or wide "asphalt rakes" to fill the cells. The gravel should then be compacted when the cells are at capacity by using a roller for larger areas or a vibrating plate for smaller areas.
 - d. If fully covering pavers, typical coverage is .25" - .5" above cells.

3.03 FIELD QUALITY CONTROL

- A. Any damaged sections of pavers during installation shall be removed and replaced with no evidence of replacement apparent.

3.04 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

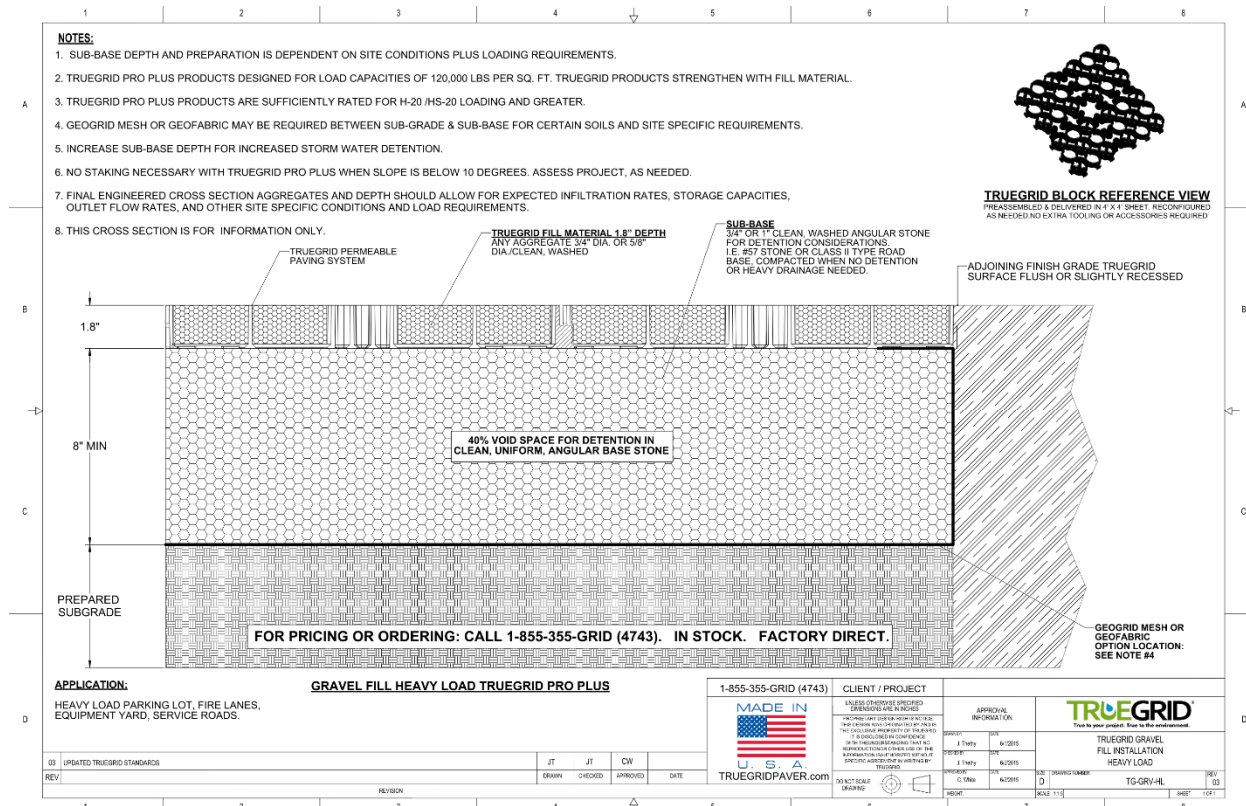
- A. Remove all excess materials, debris, and equipment from site upon completion of installation.
- B. Clean and protect products in accordance with manufacturer's recommendations.
- C. Touch-Up, repair or replace products before substantial completion.

- D. Dispose of scrap materials, waste, trash, and debris from the installation of the rainwater harvesting system in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.
- E. Burying or burning trash and debris on site will not be permitted.
- F. Scrap materials, trash, and debris shall become the property of the CONTRACTOR and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the CONTRACTOR's responsibility.

3.05 MAINTENANCE

- A. Gravel Fill: If the installation is one that is initially a cell covered installation, raking gravel back over exposed cell tops may be necessary if over fill aggregate migrates.
- B. When snow removal is required, keep the edged plow blade a minimum of 1" above the paver surface to avoid damage to the paver surface.

3.05 INSTALLATION DETAIL



END OF SECTION 32 12 43

**SECTION 32 84 00
IRRIGATION SYSTEM**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. The work described in this specification is intended for the constructability and installation of the Irrigation system per applicable codes and standards. This section includes specifications for the Irrigation system and its components, quality assurance and inspection.
- B. Irrigation System:
 - a. Irrigation Materials and Components
 - b. Installation Codes and Standards
 - c. System Location and Layout
 - d. Installation of Pipe, Equipment and Components
 - e. Irrigation Controller
 - f. Field Quality Control
 - g. Plant Establishment Period

1.02 RELATED SECTIONS

- A. SECTION 31 20 00, EARTHWORK
- B. SECTION 32 90 00, PLANTING

1.03 APPLICABLE CODES AND STANDARDS

- A. International Organization for Standardization (ISO):
 - a. ISO 9001 – Quality management systems requirements.
- B. California Plumbing Code (CPC-2022)
 - a. Title 24, Part 5
 - b. Chapter 15: Alternate Water Sources for Non-Potable Applications
 - c. Chapter 16: Non-Potable Rainwater Catchment Systems
- C. ASTM A53 – Specifications for Pipe, Steel
- D. ASTM D1784 – Specification for Rigid Poly (PVC)
- E. ASTM D1785 - Specification for Poly (PVC) Schedule 40, 80, and 120
- F. ASTM D2241 - Specification for Poly (PVC) SDR-Series
- G. ASTM D2464 - Specification for threaded Poly (PVC)
- H. ASTM D2466 - Specification for Poly (PVC) Fittings
- I. ASTM D2564 - Specification for Solvent Cements for Poly (PVC)

1.04 SITE CONDITIONS

- A. Verify site conditions where the Irrigation system is to be installed and ensure constructability and installation access is free and clear of obstructions.
- B. Notify project manager/site-supervisor of any open depressions and excavations made as part of the demolition/grading work for system installation and post warning signs if applicable.
- C. Protect active sewer, water, gas, electric, drainage, and irrigation indicated or, when not indicated, found, or otherwise made known to the CONTRACTOR before or during installation work. If a utility is damaged, immediately notify the Twain Harte Community Services District (CSD) for corrective action.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - a. Minimum of 10 years of experience of this Section.
 - b. Successful completion of previous projects of similar scope and complexity.
 - c. Maintain ISO-9001 production facilities including quality management protocols for production.
- B. Installer Qualifications:
 - a. Successful completion of (3) previous projects of similar scope of complexity.
 - b. Maintain trained technicians on staff providing field service and warranty related work.
 - c. Minimum of (3) years of experience in work of this Section.
- C. Installation and Excavation Safety: In accordance with OSHA requirements.

1.06 SUBMITTALS

- A. Product Data: Submit manufacturer's product data of the following items:
 - a. Irrigation Controller
 - b. Master Shut-Off Valve
 - c. Remote Controlled Valves
 - d. Backflow Preventer Assembly
 - e. Valve Boxes
 - f. Irrigation Heads and Emitters
 - g. Related Equipment
- B. Operation and Maintenance (O&M) Manual: Provide an operations and maintenance manual for the following items:
 - a. Remote Controlled Valves
 - b. Irrigation Controller
 - c. Maintenance Schedule

- C. Manufacturers Installation Instructions: Submit installation instructions for control valves, meters, and irrigation controllers.
 - D. Irrigation Map and Schedule: Provide an Irrigation Zone Map along with the watering schedule (O&M) Operations and Maintenance Manual.
- 1.07 EXISTING IRRIGATION SYSTEM
- A. Not Applicable
- 1.08 PRE-INSTALLATION CONFERENCE, SEQUENCING AND SCHEDULING
- A. Convene a conference before the scheduled commencement of the work in this Section. Attendees shall include Architect, Irrigation Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.
 - B. Coordinate layout and installation of Irrigation Sleeves, conduits, and piping under paved areas and other features prior to their construction.
 - C. Coordinate installation of Irrigation System with excavation of planting areas. Refer to SECTION 32 09 00, Planting for requirements. Typically, the irrigation system shall be installed after planting areas have been excavated and graded.
 - D. The Irrigation System shall be installed and tested prior to installation of plant material. Coordinate layout and installation of irrigation system with location and installation of plant material to assure that there will be complete uniform irrigation coverage of plating as indicated.
 - E. Tree and shrub locations shall be staked in the field prior to installation of irrigation pipe and heads. Refer to the plant list on the construction drawings for plant setbacks and spacing requirements.
- 1.09 WRENCHES AND KEYS
- A. Furnish and deliver to Twain Harte CSD, two each of the following items upon completion of the work of this Section:
 - a. Wrench for each type of valve
 - b. Keys for valve box covers, controller panels, enclosures and backflow preventer assembly enclosure.
- 1.10 DELIVERY, STORAGE AND HANDLING
- A. Do not deliver (unless otherwise specified) system components until time needed for installation and after proper protection can be provided for materials.
 - B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
 - C. Protect from damage due to weather, excessive temperature, and construction operations.
 - D. Leave protective coverings in place until just prior to installation.
 - E. Store irrigation components inline with manufacturers recommended handling during transportation and site construction. System components shall be protected from damage during delivery.

1.11 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity and ventilation) within manufacturers limits for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.12 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.01 IRRIGATION MATERIALS, EQUIPMENT, AND FACILITIES

- A. The CONTRACTOR shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required to perform the installation of the irrigation system as shown in the construction drawings and described in the specifications.
- B. The landscape irrigation system shall consist of a completely automatic, electrically controlled drip emitter and spray irrigation system. The system shall be designed to provide complete coverage with minimum maintenance. The system shall be designed to prevent overspray.
- C. The irrigation system shall be furnished and installed complete, including the following functions and features: connection to irrigation stub-out (point of connection), backflow preventer assemblies and enclosures, all pipe, fittings valves, electric automatic valves, irrigation heads and emitters, valve boxes, and any accessories required for a complete install.
- D. Irrigation materials and equipment shall be new, non-corroded, non-defective, that meet the specified standards.
- E. Piping: Above grade piping shall be galvanized steel or an approved equivalent. Below grade mains and laterals shall be rigid polyvinyl chloride (PVC).
 - a. Galvanized Steel Pipe: Galvanized steel pipe shall be Schedule 40, conforming to ASTM A53, Grade B, with 150 pound banded, galvanized malleable iron screwed fittings.
 - b. Plastic Pipe: Shall be solvent welded PVC 1120 or 1220 pressure-rated pipe. Supply lines shall be ASTM D1785, Class 12454-B, PVC1120 or PVC1120, Schedule 40.
 - c. Irrigation Laterals: Shall be ASTM D2241, Standard Dimension Ratio (SDR) 13.5 (Class 315), for ½ inch and smaller and ASTM D1785, Class 12454-B (schedule 40), for pipe ¾ inch and larger.
 - d. Fittings: Shall be molded PVC, Schedule 40, conforming to ASTM D2466, Class 1433. Fittings shall be capable of withstanding maximum pressure rating of the pipe with which it is used. Provide Schedule 80 fittings conforming to ASTM D2464 where indicated or required.

- e. Pipe thread sealant compound: Shall comply with requirements of ASTM D1784 or ASTM D2564, as applicable.
- F. Conduit: Provide rigid non-metallic conduit conforming to UL Standard No. 651 for rigid non-metallic conduit, such as Schedule 40 PVC conduit, unless otherwise indicated.
- G. Remote Control Valves: Remote control valves shall be Rainbird Series or approved equivalent for 2" and 1" sizes.
 - a. Valves shall have a contamination proof (CP) self-flushing nylon screen located at the valve inlet to filter out grit and prevent clogging of hydraulic control ports and assure reliable operation.
 - b. Valves shall be normally closed and be of the size indicated.
 - c. Valves shall be serviceable from the top without removing the valve body from the system.
 - d. Valves shall be equipped with a device that will regulate and adjust the flow of water, and with a manual shut-off.
 - e. The automatic closing time shall not be less than 5 seconds.
 - f. Valves shall be compatible with the electric automatic controllers.
 - g. Valve solenoid shall be designed for operation at 24-volts, AC, at 0.41 amps maximum in-rush current.
- H. Unions: Unions shall be a minimum of 150-pound galvanized malleable iron with ground joints for above grade locations, and PVC schedule 80 threaded for below grade locations, and shall be provided on both sides of the wye strainer, control valves, and pressure reducing valve. Valves or strainers having integral union(s) are acceptable substitutes for union(s).
- I. Irrigation Controller: Controller shall be having the following features:
 - a. Independent control over each station start and stop time (dwell time), and number of cycles per day.
 - b. 24-hour timer; 14-day minimum calendar period; dwell times adjustable in one minute increments for 1 to 360 minutes and cycles of minimum 4 starts in 24 hours.
 - c. 24-volt, 1.5-amp minimum output capacity with circuit breaker and with automatic reset and controller and valve surge protection.
 - d. Number of stations as indicated.
 - e. Six repeat watering program (cycles, windows) per day capability.
 - f. Two-minute dwell time for each station in event of power interruption.
 - g. Simple "user friendly" keyboard programming with messages flashed on display screen to prompt entries by user.

- h. Retention of volatile program memory setting, time, and date for up to 18 hours in event of power failure with rechargeable battery and trickle charger provided. Non-volatile, entry erasable programmable memory (EEPROM) is preferred.
 - i. Shutdown and bypass of station in event of excess flow.
 - j. Manual actuation of each valve locally at the controller. This is in addition to the capability requirements for valve control by transceiver and remote control, statistical reporting to, and random access and reprogramming from the central computer.
- J. Control, Common and Spare Wires:
 - a. Low voltage control wire shall be Type UF, 600-V size as recommended by the manufacturer of the controller furnished for this project, but not smaller than No. 14 AWG. Common wire shall not be smaller than No. 12 AWG. Insulation shall be of a type approved by the California Electrical Code for underground direct burial, Class 2 wiring, 24-volt, 60 cycle, A.C. service.
 - b. Controller valve main wire insulation shall be black or red. Furnish different color control wire for each controller. Each common line shall be white with a color stripe to match the color of control wires it serves. Spare wire shall be a color different from control and common wires.
 - c. Control wire identification tags shall be 2-1/4 inches by 2-3/4 inches in size.
 - d. All splices made to electrical wires shall utilize waterproof connectors. This includes a twist-on connector for making a UL-listed mechanical connection. Once the mechanical connection is made, it shall be inserted into a gel-filled tube and the twist-on connector shall lock in place when it reaches the bottom of the tube. The lid of the tube shall then be closed such that it applies pressure on the insulation of the wires and creates strain relief. Splices shall be capable of satisfactory operations under continuous submersion in water.
- K. Shut Off Valves: Valves for underground service shall be, at a minimum, 125-pound rating with non-rising stem. Valves shall be easily accessible, housed in a valve box as specified.
- L. Valve Boxes and Control Wire Junction Boxes: Commercial grade valve boxes shall be sized adequately to house the specific irrigation components indicated, including the electric remote-control valve, shut off valves furnished with a lockable cover with lift handle.
- M. Valve Boxes for flush and air relief valves: Commercial grade round boxes shall be sized adequately to house the specific valves indicated.
- N. Backflow Assembly Enclosure:
 - a. A vandal-resistant solid aluminum cover shall enclose the backflow preventer, filter unit, and pressure-reducing valve. The filter shall be mounted upstream of the backflow preventer and provide 9-inches clearance between the filter drain valve and pad surface. The pressure reducing valve shall be provided downstream of the filter. Unions shall be provided on both sides of each component.
 - b. The cover shall be equipped with all stainless steel hardware and flush-mounted lockable hatch assembly designed for ease in handling. The cover shall be 3 inches clear

of valve operating handles and appurtenances and shall be constructed of aluminum, with rigid, reinforced construction having a minimum corner angle, mid-section reinforcement and pre-punched viewing ports with rolled or relieved edges. The cover shall be bolted to a 4-inch thick reinforced poured-in-place concrete pad that shall extend a minimum of 3 inches beyond the cover. The cover shall be anchored to the pad at each corner using minimum 1/4 x 2-1/2-inch anchor bolts of galvanized steel.

- c. The padlock will be furnished by Twain Harte CSD.
- O. **Filters:** The filter unit shall have a removable cylinder and integral resilient seat ball type drain valve. The free flow principle shall be intrinsic in the unit design, causing the water flowing along the cylinder to seep through the cylinder perforations, allowing particles to drop to the bottom for accumulation. The filter shall be suitable for 75 psi operating pressure and equipped with 155 mesh media. The unit shall have a factory-applied label affixed to the housing indicating media size and a flow arrow cast on the housing. The filter inlet and outlet for 2-inch and smaller units shall be male pipe thread and for 3-inch and larger units shall be 150 psi flanged.
- P. **Sleeves for Conduit and Water Lines:** For pipe 3/4 inch through 4 inches in diameter, provide PVC Schedule 40 pipe, two pipe sizes larger than the water line and two pipe sizes larger than conduit. For pipe 6 inches in diameter and larger, provide corrugated metal pipe (galvanized) a minimum of one pipe size larger than the sleeved pipe.
- Q. **Irrigation Heads and Drip Emitters:** The sprinkler body, stem, nozzle and screen shall be constructed of heavy-duty, ultraviolet resistant plastic.
 - a. **Sprinkler Heads and Bodies:** Sprinklers shall be as specified on Irrigation Plans. Sprinkler shall have a 12-inch popup height, an integral check valve that holds up to 8 feet of head (3.50 psi), a heavy-duty stainless steel retraction spring, pressure regulation capability, flow shield build into the stem, a soft elastomer pressure-activated wiper seal, and a ratcheting system for easy alignment of the pattern. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body. Or approved equal determined by the Owner's Representative.
 - b. Drip Emitters shall be 0.5 GPH pressure compensating and installed on 1/2 inch poly drip line as specified. Tubing shall be 1/2 inch minimum nominal diameter with a minimum wall thickness of 0.050. Or approved equal determined by the Owner's Representative.
 - c. **Line Flushing Valves:** 1/2 inch PVC.
- R. **Backflow Preventer:** 1" Zurn 375-XL Reduced Pressure Backflow Preventer. Or approved equal determined by the Owner's Representative.
- S. **Water Flow Meter:** The water flow meter shall be a line-mounted, corrosion-resistant construction.

2.02 MANUFACTURERS

- A. Acceptable Manufacturer(s) for Irrigation System:
 - a. DripWorks USA
 - b. Rainbird

c. Hunter

B. Substitutions: Any substitutions shall be equal to the equipment specified, as determined by the Owner's Representative.

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Do not proceed with installation until project site have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
- B. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
- C. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 20 00, EARTHWORK.

3.02 INSTALLATION STANDARDS

- A. The landscape irrigation system shall be installed in accordance with applicable requirements of the California Plumbing Code and California Electrical Code, and the requirements of the jurisdictional water company or utility district.
- B. Manufactured materials and equipment shall be installed in accordance with the respective manufacturer's instructions for the location and conditions.
- C. Electric automatic controller, electric remote control valves, electrical wiring, and the installation thereof shall conform with applicable provisions and codes.

3.03 SYSTEM LAYOUT

- A. It shall be the Contractor's responsibility to lay out the irrigation system. Location of facilities indicated on Contract Drawings are approximate and diagrammatic and may require adjustment. Work shall be laid out as accurately as possible to conform with the construction drawings. Provide additional offsets, fittings, sleeves, and other devices that are required to complete the installation.
- B. Irrigation system shall avoid conflicts with plant materials, lighting standards, signposts, architectural features, above and below ground utilities, and drainage system. Irrigation piping layout is schematic, showing location of pipes and fittings approximately. For example, where pipe is shown parallel or close to planting bed areas, it is intended that pipe be located inside the planting bed area.
- C. Minimum flow through any spray valve shall be eight gallons per minute with 30 psi at the downstream side of the remote-control valve and pressure-reduce valve.

- D. Minimum flow through any drip circuit valve shall be 3 gallons a minute with 25 psi at the downstream side of the remote-control valve and pressure valve.
- E. Sprinkler head spacing shall be in accordance with manufacturer's recommendations for overlapping coverage. All sprinkler heads shall provide head-to-head coverage with a minimum of one foot overlap.
- F. Laterals shall be installed not less than 12 inches from fences, curbs, sidewalks, and pavement, unless otherwise indicated.
- G. Modifications: Provide modifications to the irrigation system to avoid blockage of sprinkler irrigation patterns, to prevent overspray and excessive runoff onto walkway and parking areas, and to provide full irrigation coverage to the planted areas. Such modifications also include trimming and adding heads as required to spray around trees, light poles, sign posts, other objects that obstruct spray pattern, and adjustments required as a result of trees being relocated or removed due to underground utility or drainage problems.

3.04 TRENCHING AND BACKFILL

- A. Trenches shall be only wide enough to provide sufficient working space on each side of the pipe for making joint and compacting bedding materials and backfill. The bottom of trench shall be graded and prepared to provide a firm and uniform bearing throughout the length of the pipe, sleeve, or conduit.
 - a. Trenches for lateral piping shall provide for a minimum of 12 inches of cover.
 - b. Trenches for mains and conduits shall provide for a minimum of 18 inches of cover.
 - c. Trenches under paving shall provide for a minimum of 24 inches of cover.
 - d. Trenches for subsurface drip lines/tubes shall be 6 inches deep, or as recommended by the drip line manufacturer.
- B. After trenches have been excavated, pipe shall be installed, tested, and inspected, and the trench shall be backfilled without undue delay.
- C. Before pipeline trenches are backfilled, the irrigation system shall be pressure tested and the location of irrigation heads modified as required to obtain complete and uniform coverage of each plant's root ball.

3.05 FIELD QUALITY CONTROL

- A. **Field Inspection:** Coordinate field inspection in accordance with appropriate sections and the California Plumbing Code.
- B. System Testing:
 - a. Installation oversight and technical support.
 - b. Terminate and test control system wiring and operation of electrical components.
 - c. Demonstrate proper pump and controls operation.
 - d. Make adjustments to meet user-defined system performance.
 - e. Review operation and maintenance procedures with Twain Harte CSD.

- C. Each system shall be tested and approved by Owner's Representative before backfilling trenches. Electrical circuits shall be tested and operative prior to backfilling of trenches. Leaks in the irrigation system shall be repaired, defective materials replaced, and the test shall be performed again.
- D. Prior to testing, sufficient backfill materials may be placed on pipes between fittings, couplings, and connections to ensure stability of the line. Fittings, couplings, and connections shall remain visible for the full period of the test. Before pressure testing, the system shall be flushed with control valves open. Pipe shall be plugged or capped where irrigation heads are to be installed, while testing the system.
- E. The entire system shall be checked for uniform and complete coverage after installing and testing.
- F. Mains, laterals, valves, fittings, and automatic electrical control valves shall be pressure tested. After assembly and installation, and after joints have cured for 24 hours, test main first, then capped laterals (before installation of heads). For mains, pump to 100 psi static pressure, then disconnect pump. Pressure gages shall be located at two points in the system and shall show no loss after a period of six hours. Laterals shall be tested at line pressure.
- G. Pipes, where pavement will be installed above, shall be retested, after subbase and base course material have been installed.
- H. Irrigation System Function Test: Function tests shall be performed for each electric automatic controller and associated automatic irrigation system. The function test shall consist of not less than five consecutive working days during which time each controller shall have completed at least ten complete cycles automatically for each station controlled by said controller. If unsatisfactory performance of the system develops, the condition shall be corrected, and the test repeated until continuous satisfactory operation for five consecutive working days is obtained.
- I. Backflow Preventer Test:
 - a. Testing of back flow preventers shall be conducted by a certified back flow preventer tester. The tester shall hold a valid certification as a back flow preventer tester from the county or other jurisdictional authority in which the device to be tested is located.
 - b. Test for back flow preventers shall be satisfactorily completed after installation of the back flow preventer assemblies and before operation of the irrigation system. Back flow preventers that fail the required tests shall be repaired or replaced and retested.
- J. Final Inspection: Prior to acceptance of the work, clean and adjust all systems. Operate all systems under the observation of the Architect. Irrigation heads shall be visually inspected for coverage. Remote control valves shall be properly balanced.

3.06 PLANT ESTABLISHMENT PERIOD

- A. The plant establishment period shall be as specified in Section 32 90 00, Planting.
- B. Timing of irrigation controllers shall be adjusted for optimum performance and, to prevent flooding, on a cycle to end not later than 6:30 a.m.

- C. Upon completion of landscape planting and clean-up operations, the Contractor shall request a final inspection by the Architect. The Contractor will not be permitted to begin the plant establishment period until after the Engineer has approved the landscape irrigation system installation in writing.
- D. The Contractor shall maintain electrical and irrigation systems throughout the plant establishment period. Defective equipment shall be replaced.
- E. The Contractor shall provide a summary of the recommended irrigation schedule after completion of the establishment period.

3.07 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

- A. Clean and protect products in accordance with manufacturer's recommendations.
- B. Touch-Up, repair or replace products before substantial completion.
- C. Dispose of scrap materials, waste, trash, and debris from the installation of the irrigation system in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.
- D. Burying of trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.
- E. Scrap materials, trash, and debris shall become the property of the CONTRACTOR and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the CONTRACTOR's responsibility.

END OF SECTION 32 84 00

**SECTION 32 90 00
PLANTING**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. The work of this Section consists of:
 - I. Providing labor
 - II. Equipment and materials for the acquisition and installation of:
 - i. Soils
 - ii. Plant materials
 - iii. Plant establishment maintenance.

1.02 RELATED SECTIONS

- A. SECTION 31 23 00, EARTHWORKS

1.03 CODES AND STANDARDS

- A. All local, municipal, and state laws, codes and regulations relating to all portions of this work are to be incorporated as part of these Specifications. These specifications shall not be construed to conflict with any of the below codes, regulations, or requirements. The Specifications and Drawings shall take precedence when they call for materials, workmanship or construction of a better quality or higher standard than required by the above-mentioned codes and regulations. Furnish without extra charge additional materials and labor required to comply with above rules and regulations.
- B. State of California Model Water Efficient Landscape Ordinance (MWELO)
- C. Public utility agency having jurisdiction over the project work.
- D. "Sunset Western Garden Book," current edition.
- E. "American Standards for Nursery Stock," American Association of Nurseryman, 230 Southern Building, Washington, D.C. 20005.
- F. International Society of Arboriculture, Guide for Plant Appraisal, latest version.
- G. United States Composting Council Compost Analysis Program (CAP)
- H. United States Composting Council (USCC) Seal of Testing Assurance (STA) program.
- I. Test Methods for the Evaluation of Composting and Compost (TMECC)
- J. Manufacturer's recommendations.

1.04 QUALIFICATIONS:

- A. **Labor Force:** Provide a foreperson and landscape installation and maintenance force thoroughly familiar with, and trained in, the work necessary to complete the tasks described herein in a competent, efficient manner acceptable to the Owner's Representative.

1.05 REQUIREMENTS

- A. **Site Visit:** At beginning of work, visit and walk the site with the Owner's Representative and all sub-consultants to clarify scope of work and understand existing project/site conditions.
- B. **Supervision:** The foreperson shall directly supervise the work force at all times and be present during the entire installation. Foreperson shall notify Owner's Representative of all changes in supervision.
- C. **Identification:** Provide proper identification at all times for landscape maintenance firm's vehicles and a labor force uniformly dressed in a manner satisfactory to Owner's Representative.
- D. Protect all existing and new plants from construction activities, deer, and rodents: Contractor shall be responsible for protection of all planting per Part 3.
- E. All material substitutions shall be reviewed and approved by the Owner's Representative.

1.06 SITE PREPERATION FOR PLANTING AREAS

- A. Prior to digging for the purpose of soil amending and planting, Contractor shall be aware of all underground utilities, pipes and structures. Contractor shall contact all utility companies for field location of underground utility lines prior to any excavation. Contractor shall take sole responsibility of any cost.
- B. Do not proceed with planting installation as designed if obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of Owner's Representative. The Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- C. Contractor shall be responsible for any coordination with subcontractors as required to accomplish planting operations.
- D. Coordinate installation of large plant material with installation of structures such as wall footings, pavements, and curb and gutter.

1.07 PLANT MATERIAL STANDARDS

- A. **Quality and Size of Plants:** Conform to the State of California Grading Code of Nursery Stock, No. 1 grade.
- B. The contractor shall provide healthy, vigorous plant stock grown under climatic conditions similar to the conditions in the locality of the project.
- C. Contractor shall furnish plant material free of insect pests or plant diseases. The Contractor shall comply with federal and state laws requiring inspection for plant diseases and infestations. The Contractor shall submit inspection certificates required by law with each shipment of plants, and deliver certificates to the Owner. Finally, the Contractor shall obtain clearance from the County Agricultural Commissioner as required by law, before planting plants delivered from outside the County in which planted.
- D. Contractor shall warranty all plant materials per the specifications.
- E. Contractor shall do their own quantity take-offs for all plant materials and sizes shown on plans.
- F. See details and specifications for staking method, plant pit dimensions and backfill requirements.

- G. Plant crown elevations relative to finish grade are shown on planting details and shall be strictly adhered to. Proper compaction of backfill to prevent settlement shall be required.
- H. Trees and shrubs shall be installed prior to planting groundcover.

1.08 SOIL AMENDMENTS

- A. Remove rocks larger than three inches from planting areas.
- B. For soils less than six percent organic matter in the top six inches of soil, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil.
- C. On-site soils with an organic content of at least five percent can be properly stockpiled (to maintain organic content) and reused.
- D. Contractor to loosen compacted soils and mix soil amendments and conditioners to a minimum depth of 12 inches in planting areas.

1.09 FINISHED GRADES IN PLANTING AREAS

- A. The Contractor shall allow for the addition of specified quantities of soil amendments and conditioners in soil preparation and finish grading.
- B. The Contractor shall be responsible to establish the specified finished elevation, including importing soil or excavation, removal and disposal at an approved location. The Contractor shall furnish and install supplementary amended import soil in any planting areas as necessary to achieve the specified finish planting grades. Imported soil shall be free of unwanted seeds.

1.10 WARRANTY AND REPLACEMENT

- A. Maintenance Period: See Part 3.
- B. Warrant all plants to be in a healthy, thriving condition until the end of the maintenance period, and deciduous trees, shrubs and vines beyond that time until active growth is evident.
- C. Replace all dead and damaged plants and plants not in a vigorous condition immediately upon discovery and as directed by the Owner's Representative and at no cost to the owner. Install replacement plants before the final acceptance of the maintenance period in the size specified.

PART 2 – PRODUCTS

2.01. EXISTING PLANTING SOIL (TOPSOIL)

- A. Existing Planting Soil is defined as on-site topsoil that is either to be removed and stockpiled for reuse or to remain in place during construction. Satisfactory planting soil shall be free of subsoil, clay, lumps, stones, and other objects over 3" in diameter, and without weeds, roots, and other objectionable material. The soil shall be fertile, friable, natural, productive soil containing a normal amount of humus, and shall be capable of sustaining healthy plant life. Soil shall not be infested with nematodes or with other noxious animal life or toxic substances. Soil shall be obtained from well-drained, arable land, and shall be of an even texture. Soil shall not be taken from areas on which are growing any noxious weeds listed in Cal IPC (California Invasive Plant Council) such as morning glory, equisetum, or Bermuda grass, etc.

- B. Minimize the extent of disturbance activities to minimize impacts to soil outside the project's construction limits.
- C. Mitigate construction-related soil compaction in vegetation areas.
- D. Stockpile and reuse native soils in construction impact areas. When stockpiling topsoil, store on a flat site, mound soil no higher than 4 feet high for less than 12 months, ideally 6 months. Regardless of time stockpiled onsite, cover to prevent soil erosion and contamination by weeds.
- E. Mitigate construction-related soil compaction in vegetation restoration areas by ripping the soil to loosen its structure. After final slope grading and prior to placement, cut slopes should be cross-ripped horizontal to the slope to assist in anchoring the topsoil. The spacing of the ripping shanks should be three feet and penetration should not exceed 12 inches in depth. Where embankments are constructed, offsetting lifts of material to create an uneven surface prior to topsoil placement should be considered. Smooth slopes are not acceptable. Alternative approaches to soil ripping will be considered for terrain which is inaccessible by machine. Proposed alternate methods must be submitted to Owner's Representative for approval prior to implementation.
- F. Use only well composted soil amendments and incorporate them per manufacturer recommendations unless otherwise specified by soil lab.
- G. Following construction, stockpiled topsoil should be uniformly redistributed (placement) to a depth of six inches. Placed topsoil should be cat tracked vertically to the slope to compact the topsoil and to create horizontal pockets (safe sites) to hold seed and water.
- H. The contractor shall avoid walking, operating equipment or driving vehicles on planting areas after soil preparation is complete.

2.02. COMPOST AMENDMENT FOR PLANTING SOILS

- A. Compost shall be well decomposed, stable and weed free. It shall be derived from one or more locally sourced organic materials such as: food waste or urban plant debris, agricultural crop residue or herbivore animal manures with a preference for urban plant debris and food waste. It shall not contain mixed solid waste. The product shall contain no substances toxic to plants and will possess no objectionable odors.
- B. The composted yard waste amendment shall be a mixture of feedstock materials including green material consisting of chipped, shredded, or ground vegetation and mixed food waste, or clean processed recycled wood products. Single source, biosolids (sewage waste) compost will not be acceptable.
- C. Composted Yard Waste Soil Amendment properties to conform to the following:
 1. Moisture Content: 35-60%.
 2. Contaminants: The compost shall be free of contaminants such as glass, metal and visible plastic. Heavy metals, fecal coliform and Salmonella shall not exceed levels outlined as acceptable in the California integrated waste management regulations.
 3. Maturity: Physical characteristics suggestive of maturity include:
 - i. Color: Dark brown to black.
 - ii. Acceptable Odor: None, soil-like, or musty.

- iii. Unacceptable Odor: Sour, ammonia or putrid.
- iv. Particle Characterization: Identifiable wood pieces are acceptable, but the balance of the material shall be soil-like without recognizable grass or leaves.

2.03. PLANTS

- A. Plant the variety, quantity and size indicated on drawings. The total quantities indicated on the drawings are considered approximate and furnished for convenience only. Contractor shall perform plant quantity calculations and provide all plants shown on the drawings.
- B. Take precautions to ensure that the plants will arrive at the site in proper condition for successful growth. Protect plants in transit from windburn and sunburn. Protect and maintain plants on site by proper storage and watering.
- C. Install healthy, shapely and well rooted plants with no evidence of having been root-bound, restricted or deformed.
- D. Tag plants of the type or name indicated and in accordance with the standard practice recommended by the American Association of Nurserymen.
- E. If plant species shown on drawings are not obtainable, proposed substitutions of nearest equivalent size or variety and with an equitable adjustment of contract price must be submitted in writing to and approved by Owner's Representative in writing.
- F. Tree Form – Large Container
 - 1. Trees shall have a symmetrical form as typical for the species/cultivar and growth form.
 - 2. Central Leader for Single Trunk Trees: Trees shall have a single, relatively straight central leader and tapered trunk, free of co-dominant stems and vigorous, upright branches that compete with the central leader. Preferably, the central leader should not have been headed; however, in cases where the original leader has been removed, an upright branch at least ½ the diameter of the original leader just below the pruning point shall be present.
 - 3. Potential Main Branches: Branches shall be evenly distributed radially around and appropriately spaced vertically along the trunk, forming a generally symmetrical crown typical for the species.
 - 4. Headed temporary branches should be distributed around and along the trunk as noted above and shall be no greater than 3/8" diameter, and no greater than ½ diameter of the trunk at point of attachment.
 - 5. Measure trees with branches in normal position. Height and spread dimensions indicated refer to the main body of the plant, and not from branch tip to tip.
- G. Tree trunk – Large Container
 - 1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
 - 2. Trunk shall be free of wounds (except properly made pruning cuts), sunburned areas, conks (fungal fruiting-bodies), wood cracks, bleeding areas, signs of boring insects, galls, cankers and/or lesions.
 - 3. Tree trunks shall be undamaged and uncut with all old abrasions and cuts completely callused over. Do not prune plants prior to delivery.

H. Tree Roots – Large Container

1. Trunk root collar (root crown) and large roots shall be free of circling and/or kinked roots. Contractor may be required to remove soil near the root collar to verify that circling and/or kinked roots are not present.
 2. The tree shall be well rooted in the container. When the trunk is lifted the trunk and root system shall move as one and the root ball shall remain intact.
 3. The top-most roots or root collar shall be within one inch above or below the soil surface. The soil level in the container shall be within the limits shown in above table.
 4. The root ball periphery shall be free of large circling and bottom-matted roots.
 5. On grafted or budded trees, there shall be no suckers from the root stock.
- I. All seed shall conform with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee, and dates of test.

2.04. TREE STAKES

- A. Provide three-inch (3") diameter by ten feet (10') long for trees greater than 8' high and 1" caliper.

2.05. MULCH

- A. A minimum 3-inch layer of organic wood chip mulch shall be applied on all exposed soil surfaces of planting areas except grass areas, creeping or rooting ground covers, or direct seeding applications where mulch is contra-indicated.

PART 3 – EXECUTION

3.01. PREPARATION

- A. If project timeline allows, planting shall occur during the wet season to maximize the benefit of seasonal rains. Avoid planting during extreme heat or freezing temperatures.

3.02. PLANT PROTECTION AND REPLACEMENT

- A. Inspect and protect all existing and new plants and trees against damage from construction activities, erosion, trespass, insects, rodents, deer, disease, etc. and provide proper safeguards, including trapping of rodent and applying protective sprays and fencing to discourage deer browsing. Maintain and keep all temporary barriers (Tree Protection Fencing) erected to prevent trespassing.

3.03. GENERAL PREPARATION OF PLANTING SOIL

- A. All planting soils to be amended as specified in soil laboratory analysis report(s).
- B. Provide a minimum of three-inch depth of amended planting soil in all planting areas, or more where shown or specified otherwise. Install soil in maximum six-inch to nine-inch lifts. Compact each lift prior to installing subsequent lifts.
- C. Thoroughly wet down the planting areas to settle the soil and confirm irrigation coverage and operation. Allow soil to dry to be workable as described herein.
- D. Prior to planting, soil shall be loose and friable to a minimum depth of 12 inches with a relative maximum compaction of 85%.

- E. Prior to planting, soil shall be moist, but not so moist that it sticks to a hand shovel. Do not work planting soil in a wet or muddy condition or dump or spread in areas where subgrade is not in proper condition.
- F. Finish Grade: Hold finish grade surface in planting areas 1/2-inch below adjacent pavement surfaces, tops of curbs, manholes, etc. Drag finish grade to a smooth, even surface. Grade to form all swales and berms. Pitch grade with uniform slope to catch basins, streets, curb, etc., to ensure uniform surface drainage. Areas requiring grading include adjacent transition areas that shall be uniformly sloped between finish elevations. Slope surface away from walls so water will not stand against walls or buildings. Control surface water to avoid damage to adjoining properties or to finished work on the site. Take required remedial measures to prevent erosion of freshly graded areas.
- G. When excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped until conditions are satisfactory.

3.04. PLANT DELIVERY

- A. If plant materials are not acquired from a local nursery, they shall be delivered to a temporary nursery/ staging area at the project site up to one month prior to implementation. This will facilitate proper acclimatization and "hardening off" of plants to local conditions prior to planting. Staging/nursing area location will be as instructed by the Owner's Representative.
- B. Temporary nursery shall have adequate space to stage all the plant materials in one location. The temporary nursery shall be equipped with sufficient water for irrigation, fencing to exclude rodents and tampering, and frost blanket to protect against temperature extremes.

3.05. TREE, SHRUB AND PERENNIAL PLANTING

- A. Layout plants per the planting plan for approval by Owner's Representative prior to planting.
- B. Tree and Shrub Planting:
 - 1. Plants are to be hand planted with the planting hole excavated to 1-1/2 times the depth and 3 times the diameter of the plant container. Fill holes with water to saturate the surrounding soil.
 - 2. The plant shall be centered in the hole and placed to a depth equal to the soil level within the container. Previously excavated native subsoil may be properly amended and used as planting soil, then backfilled into the planting hole prior to placing the plant in order to achieve proper planting depth and to center the plant within the hole. Once the plant is properly placed within the planting hole, the remainder of the planting soil shall be placed back into the hole. The soil shall be lightly tamped and firmed into place, such that voids and air pockets do not exist within the planting hole. Soil shall be replaced only to the level of the surrounding undisturbed soil and shall not be mounded around the stem of the plant.
 - 3. Create a shallow watering basin for each plant (1 to 2 inches deep x 12 inches wide), except in Riparian Corridor planting areas.
 - 4. ADD ALT: Protect each plant with a cage. Add stakes or staples to ensure cage will be stable and secure.

3.06. MULCH

- A. Mulch all new planting with organic wood chip mulch to a minimum 3-inch depth.
- B. Keep mulch away from base (trunk) of plant by a minimum of four inches.

3.07. WATERING

- A. Water all plantings immediately after planting. Apply water to all plants as often and in sufficient amount as conditions may require to keep the plants in a healthy vigorous growing condition until completion of the establishment period. Do supplemental hand watering through the plant establishment maintenance period.

3.08. MAINTENANCE OF PLANTING

- A. Maintain plants from time of delivery to site until final acceptance of landscape installation.

3.09. PRE-MAINTENANCE PERIOD REVIEW AND APPROVAL OF PLANTING

- A. Receive approval of the installed planting prior to commencement of planting establishment maintenance period. Notify the Owner's Representative a minimum of seven (7) days prior to requested review. Before the review, complete the following.
 - 1. Complete all construction work.
 - 2. Present all planted areas with all plants installed and appearing healthy.

3.10. PLANTING ESTABLISHMENT MAINTENANCE

A. Approach

- 1. Plantings shall be maintained in a manner consistent with the establishment and long-term sustainability of native vegetation.
- 2. Plantings are intended to be informal in appearance, to promote a naturalized setting, and to help blend the facilities in with the surrounding landscape. Excessive manicuring or tidying is inappropriate and not required.

B. Method

- 1. Plant establishment maintenance period shall be for a period of 120 days from approval of plant installation.
- 2. Pruning of planted materials shall be avoided, except where stems and branches interfere with pedestrian or vehicular circulation, walls, and eaves of buildings, or where a line-of-sight needs to be maintained.
- 3. Raking and leaf removal within planted areas shall be avoided. Accumulated litter and duff will create a more natural appearance, help to build soil fertility, retain soil moisture and help preclude the establishment of weeds. However, litter and duff materials removed from other areas (after planting and during regular maintenance) shall not be applied to planted areas to avoid over-accumulation and deleterious effects to planted materials.
- 4. Keep all walks and paved areas clean. Keep the site clear of debris resulting from landscape work or maintenance.
- 5. Keep watering basins in good condition.
- 6. Remove non-native weeds by hand only.

C. General Requirements

1. Establishment Period: The planting establishment maintenance period required shall be 120 calendar days after all planting and irrigation is complete, seed is installed/seeded, and as approved by Owner's representative. A longer period may be required if the plants are not thick, vigorous and even, or if the plant material is not acceptably maintained during the maintenance period. The start of the maintenance period to be confirmed by Owner's Representative. Contractor to notify Owner's Representative of start and end dates of maintenance period.
2. Planting establishment maintenance immediately follows, coincides with, and is continuous with the planting operations, and continues through seed installation, and after all planting is complete and accepted; or longer where necessary to establish acceptable stands of thriving plants.
3. Protect all areas against damage, including erosion, trespass, insects, rodents, disease, etc. and provide proper safeguards. Maintain and keep all temporary barriers erected to prevent trespass.
4. Keep all walks and paved areas clean. Keep the site clear of debris resulting from construction or maintenance activities.
5. Repair all damaged planted areas and replace plants and reseed immediately upon discovery of damage or loss, except during periods of extreme heat or freezing, in which case replanting shall resume once conditions improve.
6. Keep contract areas free from weeds by cultivating, hoeing or hand pulling. Contractor shall not use chemical weed killers or line trimmers.

D. Tree and Plant Maintenance

1. Maintain during the entire establishment period by regular watering, cultivating, weeding, repair of stakes and ties, and spraying for insect pests. Prune when requested by the Owner's Representative.
2. Keep watering basins in good condition and weed-free at all times. Replace all damaged, unhealthy or dead trees, shrubs, and grasses with new stock immediately; size as indicated on the drawings.

3.11 PLANT REPLACEMENT

A. Approach

1. Plant Replacement shall occur during the planting establishment maintenance period.
2. Dead plants shall be replaced in roughly the same location and species selection as originally planted, as informed by monitoring activities and site observations.
3. Replacement plants shall be provided at the Contractor's expense. Coordinate with the Owner's Representative.

3.12 FINAL PLANTING REVIEW AND ACCEPTANCE

- A. At the conclusion of the planting establishment period, schedule a final review with the Owner's Representative. On such date, all project improvements and all corrective work shall have been completed. If all project improvements and corrective work are not

completed, continue the planting establishment, at no additional cost to the Owner, until all work has been completed. This condition will be waived by the Owner's Representative under such circumstances wherein the Owner has granted an extension of time to permit the completion of a particular portion of the work beyond the time of completion set forth in the Agreement.

B. Submit written notice requesting review at least 10 days before the anticipated review.

3.13 CLEANUP AND PROTECTION

A. Contractor shall exercise caution to avoid washing or sweeping dirt and debris into the storm drain system.

3.14 DISPOSAL

A. Recycle all waste. Reuse or return unused items such as palettes, flats and pots. All plant debris shall be separated from other refuse and taken to a facility where it will be recycled i.e., to produce compost or mulch.

END OF SECTION 32 90 00

**SECTION 33 14 00
SITE WATER DISTRIBUTION**

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. On-site potable water distribution systems, including connections to existing systems, sterilization, testing of water mains, and all appurtenances required for the complete systems. Refer to Section 22 14 53 for the piping and plumbing specifications associated with the rainwater conveyance and collection system .
- B. System design pressure is 125 psig.

1.02 REQUIREMENTS

- A. Comply with all requirements of the Twain Harte CSD, including:
 - a. No connection shall be made to potable, fire, or industrial water lines without written approval from the Twain Harte CSD.
 - b. If construction water is needed by the Contractor, no connection to the existing main shall be used until an approved backflow prevention device is installed by the Contractor.
 - c. Valves of existing public systems shall not be operated by any person other than District personnel.
 - d. No connection will be allowed from new to existing water mains until a pressure test has been conducted successfully.
 - e. All new potable water and/or fire systems shall be sterilized (chlorinated) by the Contractor.

1.03 SPECIFICATIONS AND STANDARDS

- A. Twain Harte Community Services District (CSD) Water Standard Specifications and Details, November 2006
- B. AWWA C900 - High Pressure Water Pipe
- C. ASTM D1785 - Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
- D. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
- E. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
- F. AWWA C111/A21.11 – Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings
- G. AWWA C110/A21.10 – Ductile-Iron and Gray-Iron Fittings
- H. AWWA C153/A21.53 – Ductile-Iron Compact Fittings
- I. AWWA C104/A21.4 – Cement-Mortar Lining for Ductile Iron Pipe and Fittings
- J. AWWA C601-68 – Standard for Disinfecting Water Mains

1.04 SUBMITTALS

- A. Submit brochures and shop drawings. Allow ample time for review and correction procedures.

- B. Shop drawings and detailed descriptions for items which are not manufactured, and which have to be specially fabricated for work associated with this Contract.
- C. Provide product data to the Owner's Representative. Specifically, provide the name or other identification of each item to be provided as part of work of this Contract. The assembled brochures shall show saw cuts and fully detailed descriptions of all manufactured items furnished.

PART 2 – PRODUCTS

2.01. ACCEPTABLE MANUFACTURERS

- A. Ductile Iron Pipe shall be a US pipe as specified or equivalent by American.
- B. Shut-off valves: Mueller as specified or equivalent by Clow, Dresser, Kennedy, or Stockham.

2.02. MATERIALS AND METHODS

- A. Water Piping
 - a. 4 inches and larger: Polyvinyl chloride (PVC) pipe in conformance with all requirements of AWWA C900, Class 200.
 - b. 3 inches and smaller: Schedule 80 PVC pipe in conformance with requirements of ASTM D1785, Type 1, Grade 1.
- B. Fittings
 - a. For all ductile iron pipe and PVC pipes that are four inches and larger: Cement-lined ductile or cast iron, 250 lb.
 - i. Use tapped tees or flanged adapters at connections of copper piping to ductile iron or PVC piping.
 - b. For PVC pipe 3 inches and smaller, use PVC socket fittings for solvent welding.
- C. Joints for pipe and fittings:
 - a. PVC piping:
 - i. 4 inches and larger: integral bell containing a lock-in ring and spigot.
 - 1. Pipe joints shall be push-on as specified as ASTM D3139.
 - 2. Provide each joint connection with an elastomeric gasket suitable for the bell or coupling installation.
 - 3. Gaskets for push-on joints for pipe shall conform to ASTM F477.
 - 4. Gaskets for push-on joints and compression type joints or mechanical joints for connections between pipes and metal fittings, valves, and other accessories shall be as specified in AWWA C111/A21.11.
 - 5. Polyvinyl chloride (PVC) Water Main Fittings shall be gray-iron or ductile iron conforming to AWWA C110/A21.10 or AWWA C153/A21.53 and shall have cement mortar lining conforming to AWWA C104/A21.4, standard thickness unless otherwise indicated on Drawings. Fittings shall be mechanical joints.
 - 6. 3 inches and smaller: Solvent welded per manufacturer's recommendations.

- b. Flanges
 - i. For ductile iron pipe: 125 lb., ductile or cast iron, threaded, ASTM A126 and ANSI B16.1.
 - ii. Gaskets: Non-asbestos type composition, 1/16-inch thick, equivalent to Garlock Style 3000.
 - iii. Bolting Materials: Carbon steel heavy hex bolts and nuts, ASTM A307, Type B.
- c. Valves, hydrants, and accessories:
 - i. Shut-off valves: Mueller as specified or equivalent by Clow, Dresser, Kennedy, or Stockham.
 - 1. Valves 4 inches and larger: AWWA approved, 200 lb.
 - 2. Valves 14 inches and larger: AWWA approved, 150 lb.
 - a. Buried: Mueller #A-2360-23, with 2-inch square operating nut, and mechanical joint ends provided with retainer glands as specified under paragraph "Joints for pipe and fittings" section for ductile iron piping. Provide concrete support block under buried valve.
 - i. Provide cast iron adjustable type valve box with proper extension to six inches below bottom of grade and cast-iron collar and cover. Cast "WATER" in cover.
 - b. Above grade: Mueller #A-2380-6, with wheel handles and flanged ends.
 - 3. Valves less than four inches in size: Federal Specifications WW-V-54, Class A, Type III, bronze, double wedge, non-rising stem, screwed bonnet, 200 psi W.O.G working pressure, stuffing box repackable under pressure, all parts renewable.
 - ii. Provide backflow preventers where indicated on the plans.
 - iii. Pressure regulating valve: Applies to valves that are pressure reducing, pressure sustaining, and check valves. Size shall be 8-inch, 125 lb., flanged, rated for 15 to 75 psi downstream and 20 to 200 psi upstream.
- d. Pipe guards shall be 4-inch Schedule 40 galvanized steel pipe filled with concrete. Pipe guards shall be seven feet long, extending four feet above finished grade, and set in a concrete footing (1.5 feet in diameter by 3.5 feet deep).
- e. Corrosion protection: All buried, uncoated, and/or otherwise unprotected valves, clamps, flanges, bolts, nuts, etc., shall be cleaned, primed, and coated with a coal tar base protective coating (1/32 inch thick). Apply protective coating in accordance with the manufacturer's instructions.

PART 3 – EXECUTION

3.01. EXCAVATION, TRENCHING, BACKFILL, AND COMPACTION

A. Perform in accordance with the requirements outlined in Section 31 20 00.

3.02. INSTALLATION

- A. Coordinate the installation at this part of the work with the overall construction schedule.
- B. Provide concrete thrust blocks at all buried fittings and stub ends on 4-inch and larger PVC lines and as indicated on the Drawings.
- C. Repair all damaged lines according to AWWA C104.
- D. Connect to existing system where indicated.
- E. Test the entire system at 1.5 times system design pressure. Maintain test pressure for at least four hours or longer as directed by Owner to prove tightness without leaks.
- F. Install pipes and fittings in accordance with manufacturer's recommendations. Provide 30 inches cover from top of pipe to finish grade.

3.03. DISINFECTION

- A. Thoroughly clean, chlorinate, drain, and flush all pipes, fittings, valves, and appurtenances which have been exposed to contamination by construction in accordance with AWWA Specification C601-68.
- B. Owner's Representative should be notified 24 hours in advance of disinfection of all new potable water lines.
 - i. Flush line prior to disinfection. Flushing shall produce minimum velocity of 2.5 feet per second in pipe.
 - ii. Disinfect pipe using sodium hypochlorite to produce a dosage of 50 mg/L for a 24-hour contact period.
 - iii. Open and close all valves several times during disinfection period.
 - iv. After a 24-hour retention period, flush chlorinated water from the line until chlorine concentration of water leaving the main is no higher than that generally prevailing in the existing system, or less than 1.0 mg/L.
 - v. Provide corporation stoop or similar connection and obtain sample for bacteriological analysis.
 - vi. Repeat disinfection procedure until bacteriological analysis results are acceptable to Owner's Representative.

**PART VIII
PROJECT DRAWINGS**

TWAIN HARTE COMMUNITY SERVICE DISTRICT - OFFICE AND TRAINING SITE STORMWATER IMPROVEMENTS

CLIENT

TWAIN HARTE COMMUNITY SERVICE DISTRICT
2912 VANATAGE POINT DR.
TWAIN HARTE, CA, 95383

PROJECT TEAM

WATERSHED PROGRESSIVE

CENTRAL SIERRA OFFICE
18653 MAIN STREET
GROVELAND, CALIFORNIA 95321

CENTRAL COAST OFFICE
206 N. SIGNAL ST., SUITE S
OJAI, CA 93023

PRINCIPAL
REGINA HIRSCH
REGINA@H2OPROGRESSIVE.COM

PROJECT MANAGER
NICOLE STERN, PLA
NICOLE@H2OPROGRESSIVE.COM

BLACK WATER CONSULTING ENGINEERS, INC.

602 LYELL DRIVE
MODESTO, CA 95356

CIVIL ENGINEER
JEFF BLACK P.E
JEFF@BLACKWATER-ENG.COM

PROJECT SUMMARY

THE TWAIN HARTE COMMUNITY STORMWATER ENHANCEMENT PROJECT (THCSEP) IS A COLLABORATIVE EFFORT TO PLAN FOR AND IMPLEMENT HYDROLOGICALLY CONNECTED STORMWATER TREATMENTS. THESE TREATMENTS WILL ADDRESS EXISTING DEFICIENCIES AND INCREASE RESILIENCE TO FUTURE CONDITIONS. THE TWAIN HARTE COMMUNITY SERVICES DISTRICT (THCSD) OFFICE PROJECT (LOCATED AT 22912 VANTAGE POINT DR, TWAIN HARTE, CA) IS ONE OF THE TWAIN HARTE COMMUNITY STORMWATER ENHANCEMENT PROJECTS.

THE GOALS OF THE THCSEP AND THCSD OFFICE PROJECT ARE TO MITIGATE HAZARDS AND PROVIDE MULTIPLE BENEFITS TO THE WATERSHED AND SURROUNDING REGION. THESE MULTI-BENEFIT GOALS INCLUDE:

- INCREASED TREATMENT OF STORMWATER RUNOFF
- INCREASED WATER SUPPLY RELIABILITY
- IMPROVEMENT AND PROTECTION OF ENVIRONMENTAL HABITAT
- IMPROVEMENT OF STORMWATER SYSTEM CAPACITY (FLOOD MANAGEMENT)

SHEET INDEX

L0.0	COVER SHEET
L0.1	EXHIBITS
L1.0	EXISTING CONDITIONS
L1.1	PROPOSED CONDITIONS EXHIBIT
C2.1	DEMOLITION PLAN
C2.2	GRADING AND DRAINAGE PLAN
C2.3	GRADING AND DRAINAGE DETAILS
C2.4	MATERIAL DETAILS
L3.0	IRRIGATION PLAN
L3.1	IRRIGATION SCHEDULE NOTES
L3.2	IRRIGATION DETAILS
L5.0	PLANTING ZONES PLAN
L5.1	PLANTING PLAN
L5.2	PLANTING DETAILS
W6.0	WATER REUSE PLAN
W6.1	WATER REUSE EQUIPMENT SCHEDULES
W6.2	WATER REUSE DETAILS
W6.3	WATER REUSE DETAILS

ABBREVIATIONS

(E)	EXISTING
(N)	NEW
LOD	LIMIT OF DISTURBANCE
POC	POINT OF CONNECTION
VAC	AC VOLTAGE
CW	COLD WATER
RW	RAINWATER
SW	STORMWATER
LP	LOW POINT
HP	HIGH POINT



WATERSHED PROGRESSIVE
WWW.WATERSHEDPROGRESSIVE.COM
209.732.0018

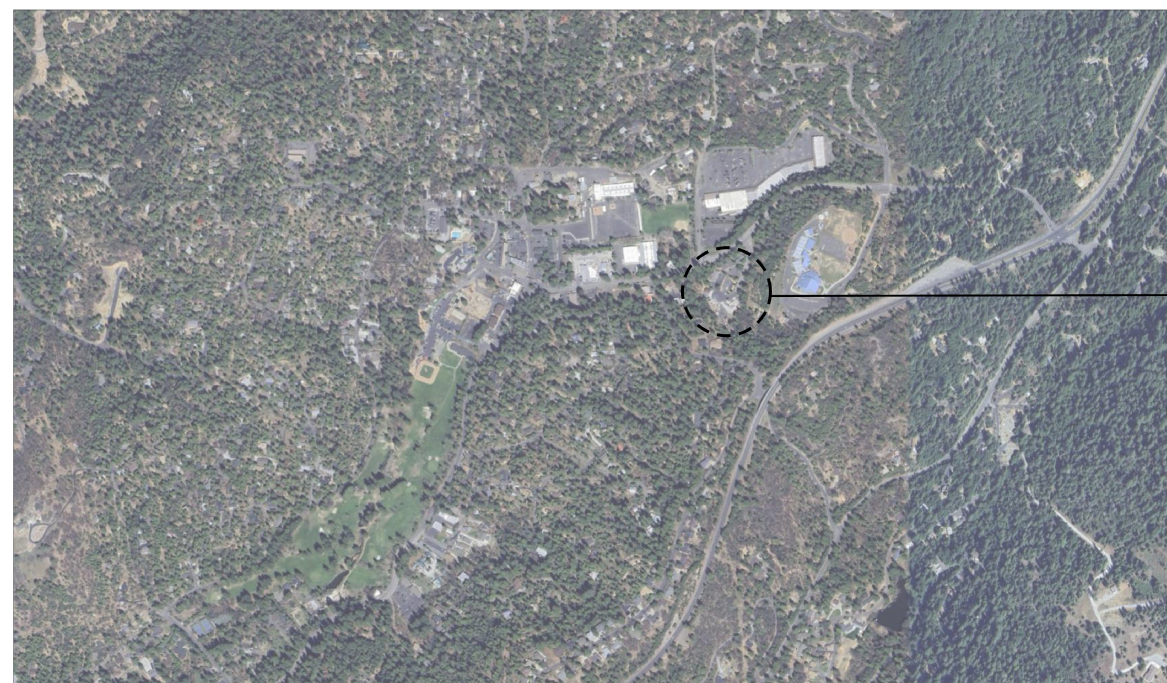
CENTRAL SIERRA OFFICE
18653 MAIN STREET
GROVELAND, CALIFORNIA 95321

OJAI OFFICE
206 N. SIGNAL ST., SUITE S
OJAI, CALIFORNIA 93023



Twain Harte Community Service District
22912 Vantage Point Dr. Twain Harte, CA 95383

VICINITY MAP



PROJECT VICINITY

PROJECT LOCATION MAP



PROJECT LOCATION



DATE:	
PROJECT NO.	
REVISION	DATE
1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24
6	
DESIGN BY: MS	
DRAWN BY: MS	
REVIEW BY: NS	

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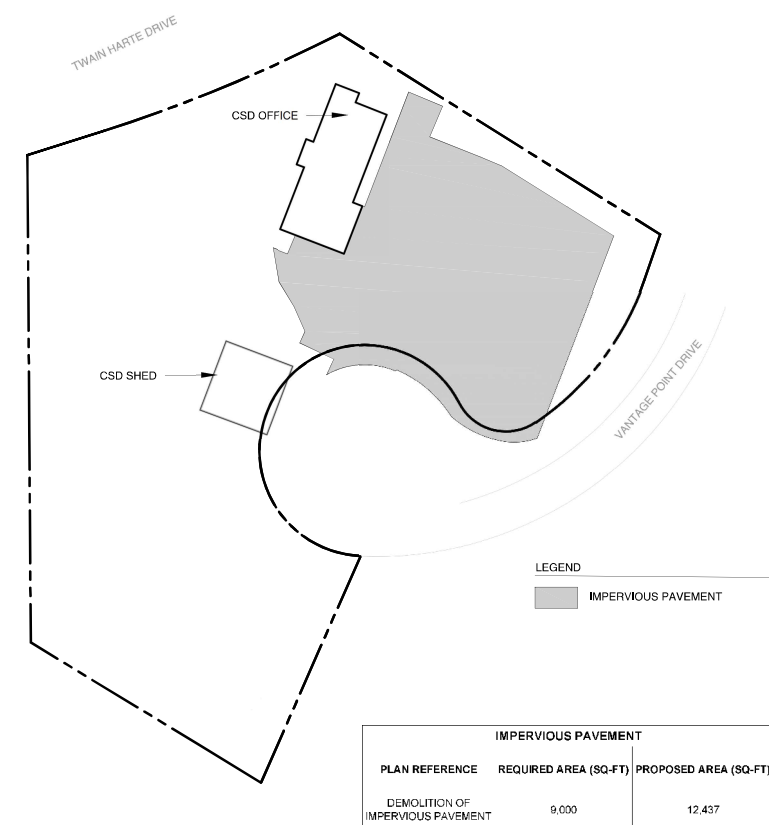
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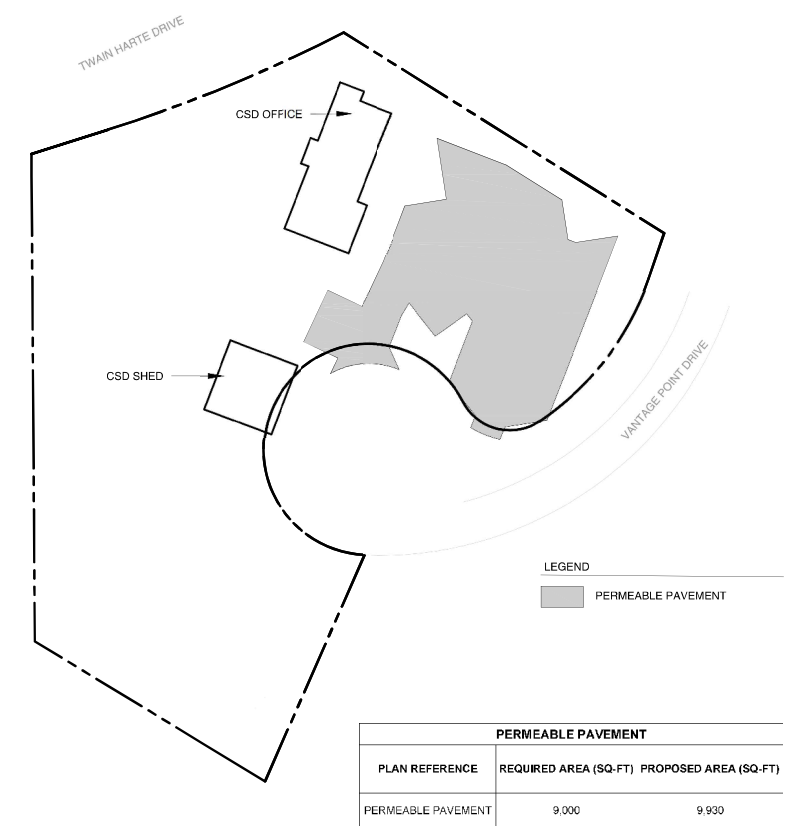
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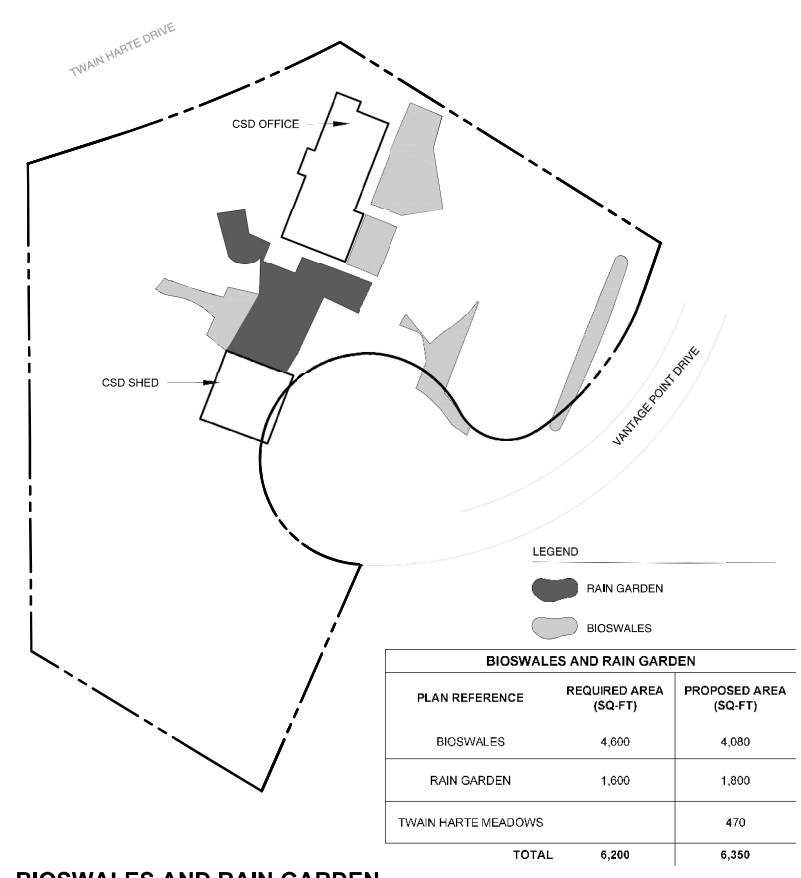
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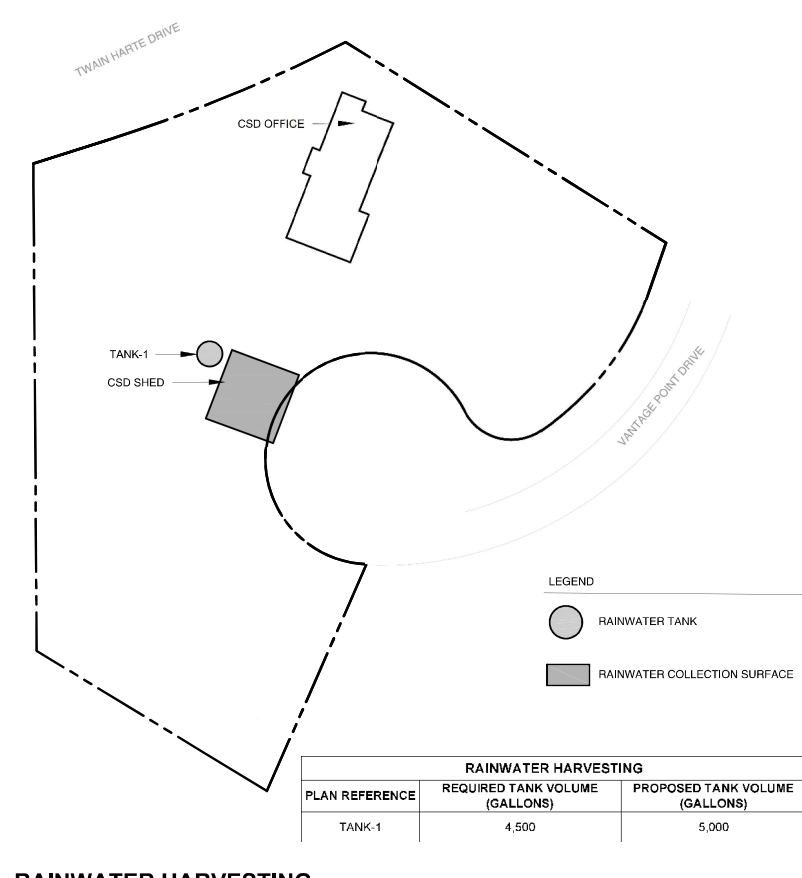
1 DEMOLITION IMPERVIOUS PAVEMENT



2 PROPOSED PERMEABLE PAVEMENT



3 BIOSWALES AND RAIN GARDEN



4 RAINWATER HARVESTING

DATE: _____
 PROJECT NO. _____

REVISION	DATE
1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24
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EXHIBITS

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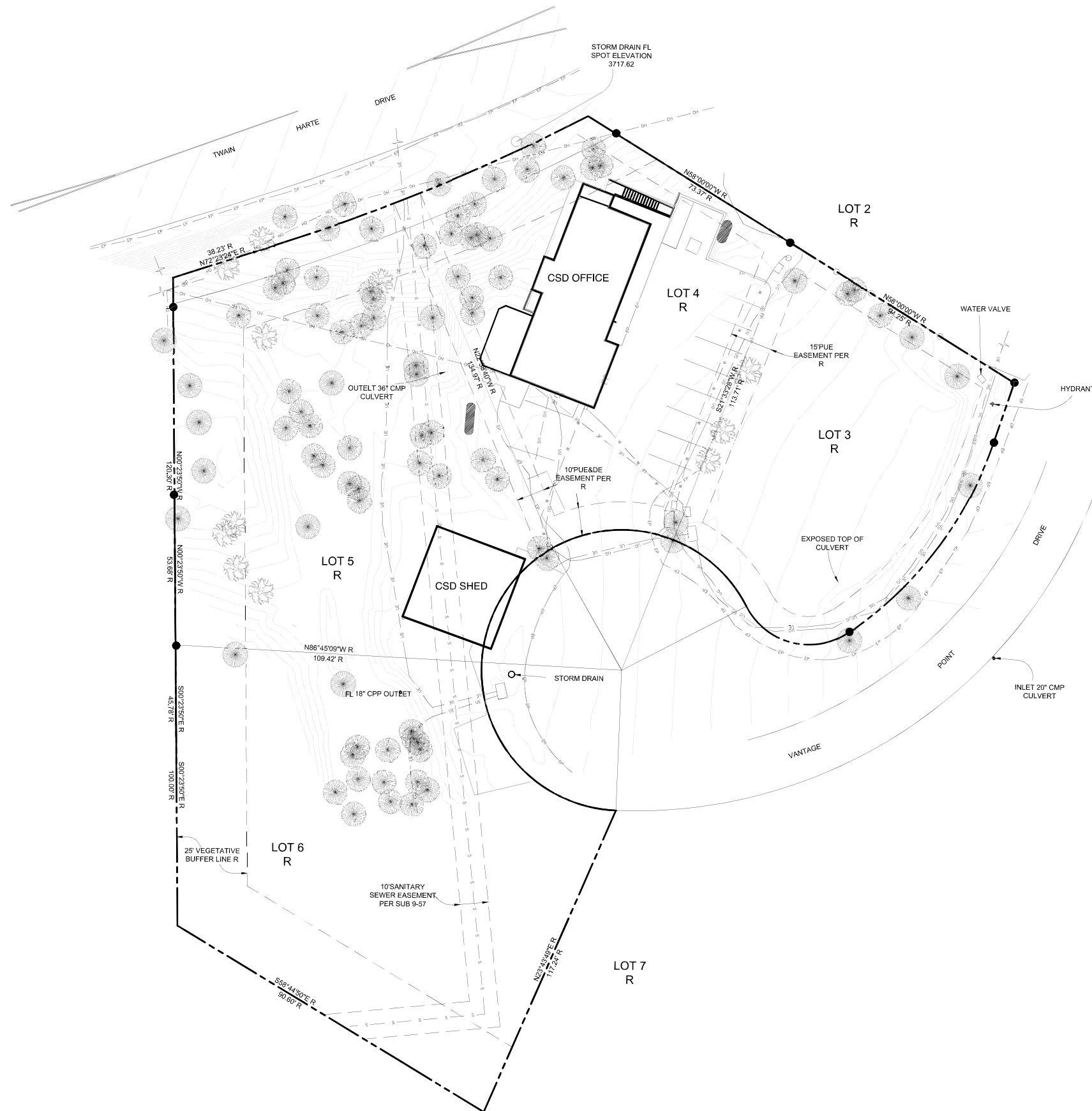
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GENERAL NOTES

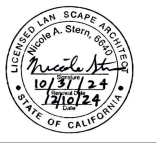
- A. ALL EXISTING TANKS, PIPING, AND ELECTRICAL WORK SHALL BE AVOIDED AND PROTECTED WHEN NECESSARY THROUGHOUT CONSTRUCTION.
- B. 811 - KNOW WHAT'S BELOW - CALL BEFORE YOU DIG
- C. TOPOGRAPHIC DATA SHOWN IS BASED ON A SURVEY CONDUCTED BY DAVID RAGLAND, ENGINEERING AND LAND SURVEYING. THE ELEVATIONS SHOWN ON THIS SHEET ARE DERIVED FROM A FIELD SURVEY FROM MARCH 2024; THE BEARINGS AND DISTANCES ARE RECORD PER PARCEL MAP 28-98 AND R/S 41-97 NAVD88.
- D. THE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE CREATED TO REPRESENT THE CONCEPTS AS ASSOCIATED WITH ON-SITE WATER REUSE INSTALLATIONS. FOR ALL SITE DIMENSIONS AND EXACT RELATIVE LOCATIONS, FIELD CONDITION AS-BUILTS SHALL BE REQUESTED FROM THE PROPERTY OWNER.

LEGEND - SURVEY AND EXISTING CONDITIONS

- PROPERTY BOUNDARY
- EXISTING FENCE
- EXISTING CONTOURS
- EXISTING BUILDING
- EXISTING TREE(S)
- EXISTING SEWER LINE
- EXISTING OVERHEAD UTILITY
- EXISTING UNDERGROUND WATER
- EXISTING UNDERGROUND COMMUNICATIONS
- EXISTING UNDERGROUND ELECTRICAL
- EDGE OF PAVEMENT



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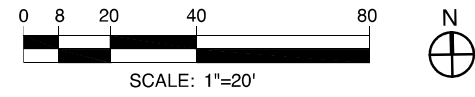
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1 EXISTING CONDITIONS



GENERAL NOTES

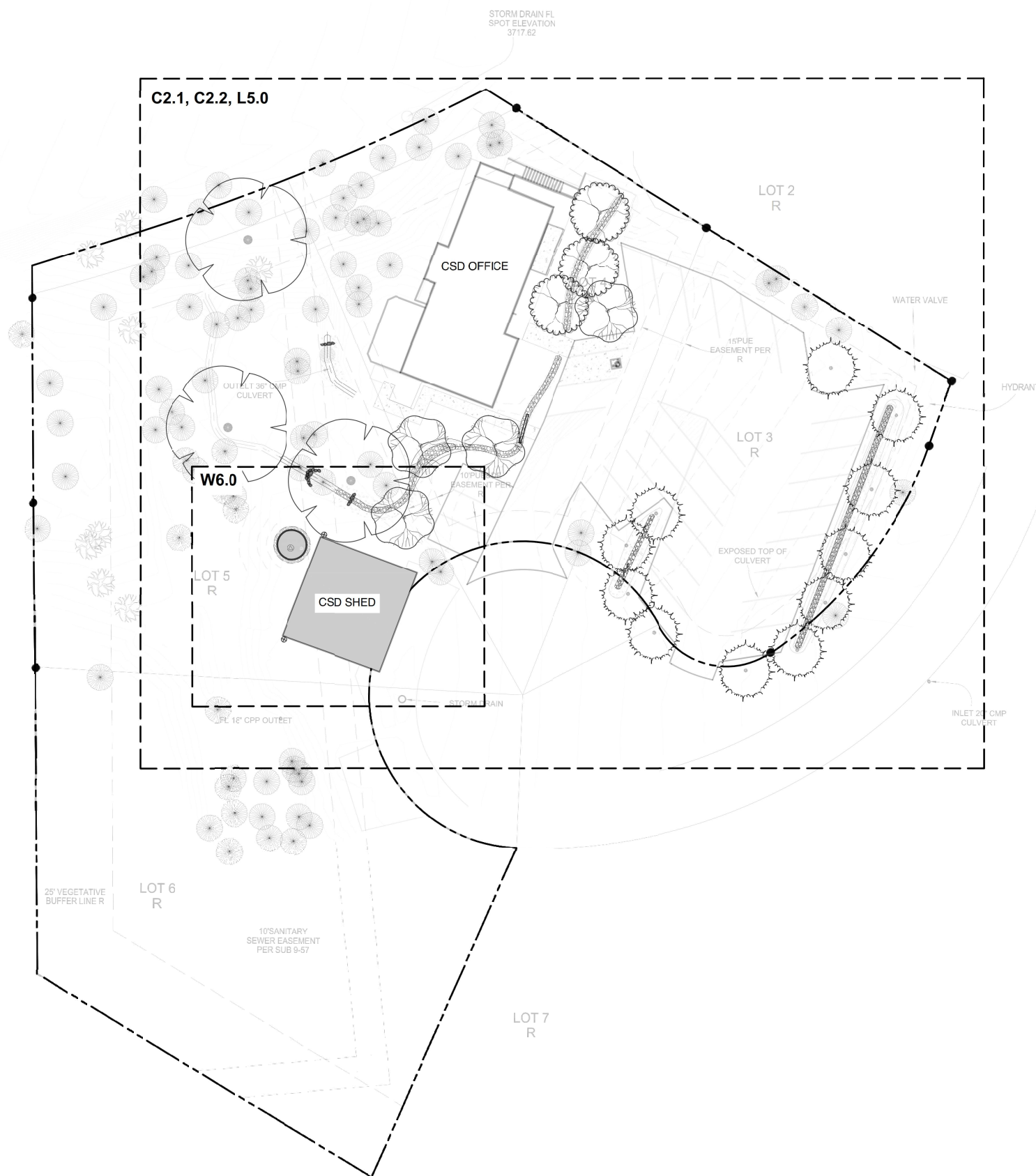
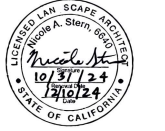
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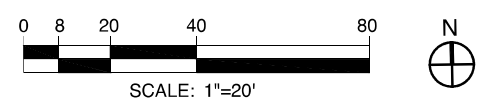
PROPOSED
CONDITIONS
EXHIBIT

SHEET NO.:

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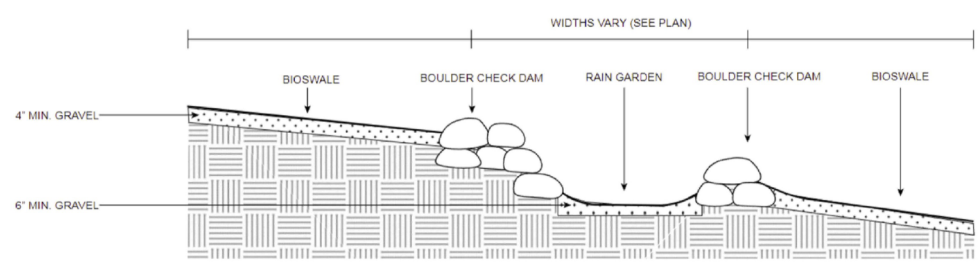
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1 PROPOSED CONDITIONS EXHIBIT

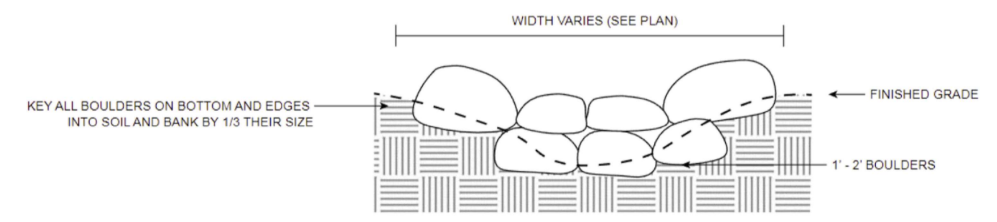




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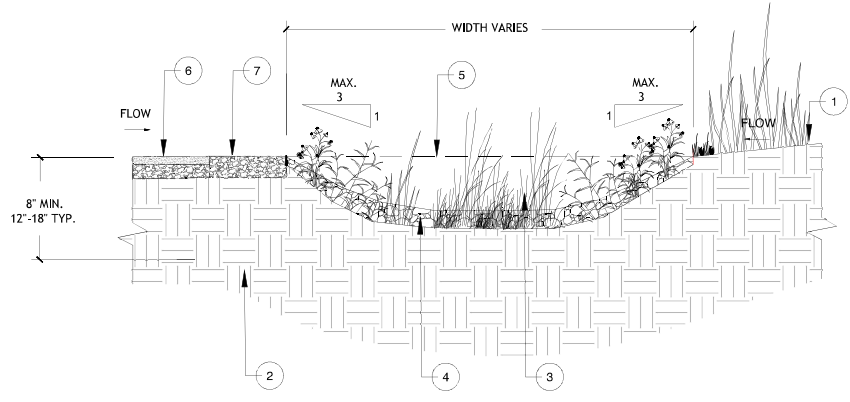


1 CHECK DAM LONGITUDINAL SECTION
(N.T.S)

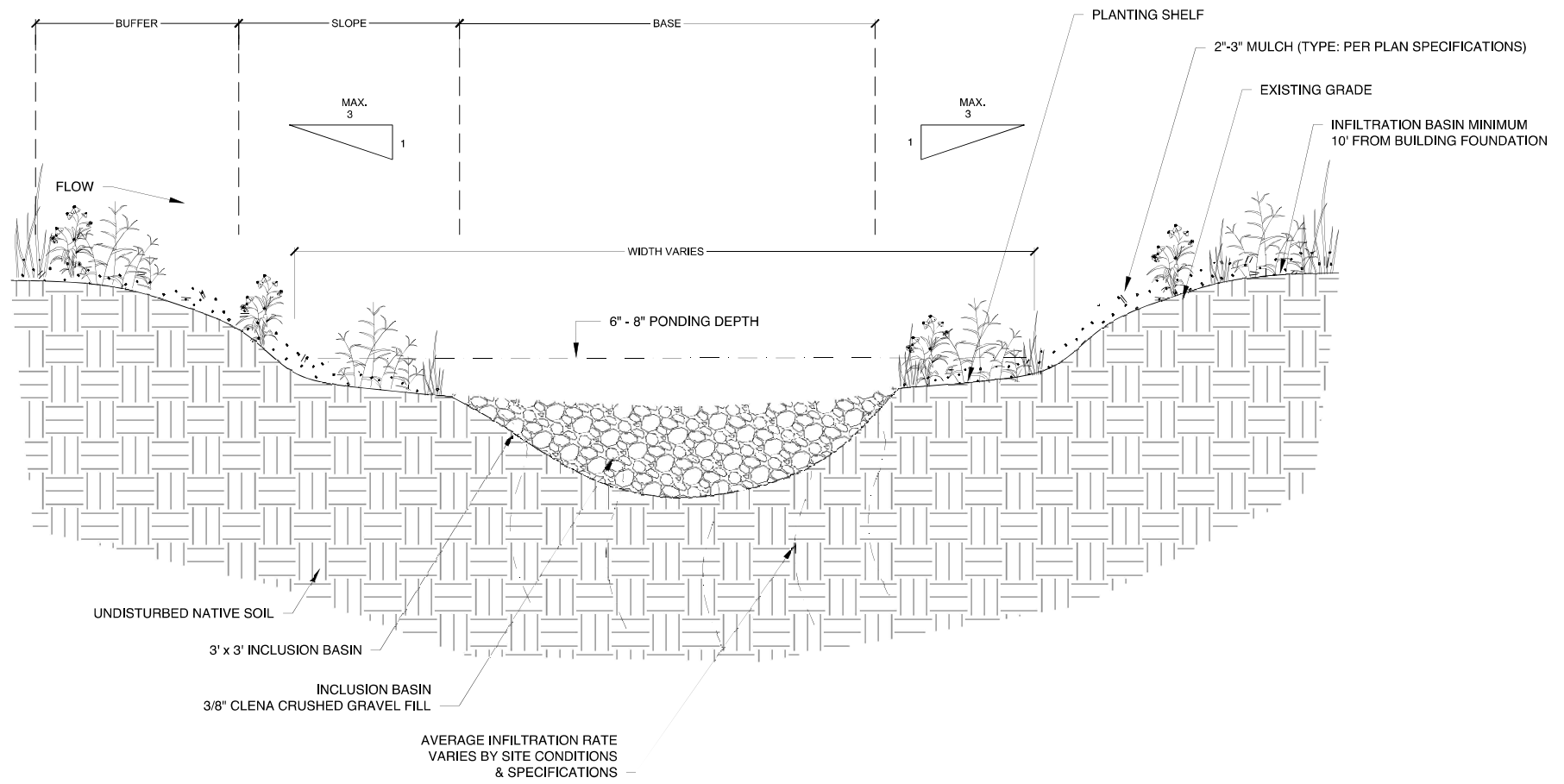


2 CHECK DAM CROSS SECTION
(N.T.S)

- DETAIL NOTES:**
- 1) (E) GRADE - ADJACENT SURFACES MAY VARY
 - 2) UNCOMPACTED SUB GRADE
 - 3) NATIVE SWALE BASIN PLANTS - REFERENCE PLANTING PLAN
 - 4) GRAVEL MULCH, 4-6"
 - 5) CONVEYANCE AREA
 - 6) (E) PAVED SURFACE
 - 7) 1" WIDE GRAVEL STRIP, 6" DEPTH MAXIMUM - TO PREVENT DOWN CUTTING OF ASPHALT EDGE



3 BIOSWALE (TYP.)
(N.T.S)



4 RAIN GARDEN SECTION DETAIL (TYP.)
(N.T.S)

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SHEET NAME:

GRADING AND DRAINAGE DETAILS

SHEET NO.:

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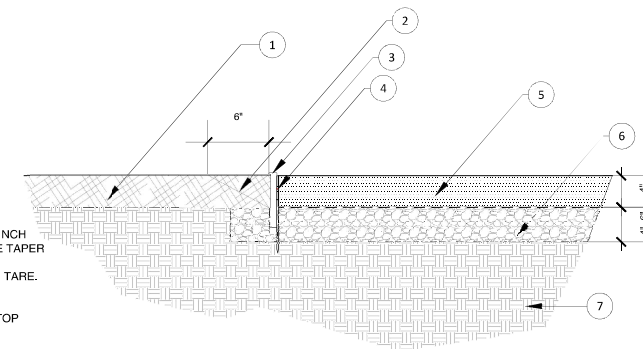
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DETAIL NOTES:

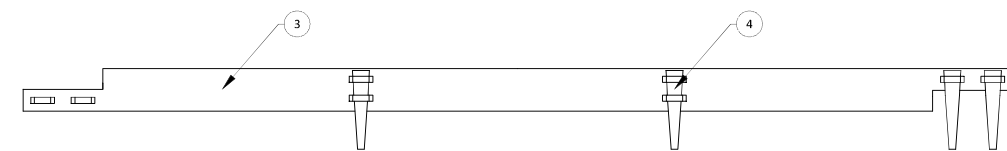
- 1) FINISHED GRADE AT MULCH
- 2) 45-DEGREE TAPER TO ENSURE MULCH STAYS IN PLACE
- 3) LANDSCAPE EDGING
- 4) LANDSCAPE EDGING STAKES
- 5) DECOMPOSED GRANITE
- 6) CLASS II AGGREGATE BASE
- 7) COMPACTED SUB-GRADE

GENERAL NOTES:

- A. ADJACENT MULCH/TURF/LANDSCAPE SURFACE WITH A MIN. 6-INCH OFFSET FROM LANDSCAPE EDGING ALONG WITH A 45-DEGREE TAPER TO ENSURE MULCH STAYS IN PLACE.
- B. UTILIZE COATED LANDSCAPE EDGING TO PREVENT WEAR AND TARE.
- C. DECOMPOSED GRANITE
SIZE: FINE TO 1/4" PARTICLE SIZE
INSTALL IN 1/2" LAYERS, EACH LAYER COMPACTED 90% WITH TOP LAYER MINIMUM 75% DUST FINES; ADD STABILIZER PER MANUFACTURER SPECIFICATIONS AND RECOMMENDATIONS.



SECTION VIEW



EDGING (TYP.)

1 LANDSCAPING EDGING - DECOMPOSED GRANITE PATHWAY (TYP)
(N.T.S)

DATE:
PROJECT NO.:

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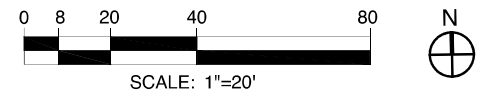
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MATERIAL DETAILS

SHEET NO.:

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GENERAL NOTES

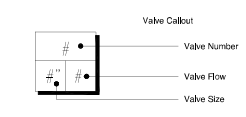
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LEGEND

- PROPERTY BOUNDARY
- 1795- EXISTING CONTOURS

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	RAIN BIRD XCZ-100-IVM 1" WIDE FLOW IVM DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS, 1IN. BALL VALVE WITH 1IN. PESBIVM SMART VALVE W/ FACTORY INSTALLED IVM-SOL 0.3-20 GPM AND 1IN. PRESSURE REGULATING 40PSI FLOW-INDICATING BASKET FILTER 0.3-20 GPM
	PIPE TRANSITION POINT ABOVE GRADE PVC LATERAL TO DRIP TUBING
	AREA TO RECEIVE DRIP EMITTERS 1/2IN. FEMALE THREADED POINT SOURCE DRIP EMITTER. COLOR CODED EMITTERS FOR FLOW RATES OF 0.5 GPH - 6.0 GPH, RECOMMENDED PRESSURE FROM 20 PSI-50 PSI
	EMITTER NOTES: 05 EMITTERS (2 ASSIGNED TO EACH 1 GAL. PLANT) 05 EMITTERS (4 ASSIGNED TO EACH 15 GAL. PLANT)
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	SHUTOFF VALVE
	RAIN BIRD ESP-2WIRE (120VAC) INDOOR/ OUTDOOR CONTROLLER W/ DECODER AUTO-ADDRESS. STANDARD DIRECT BURIAL WIRE.
	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET
	RAINWATER POC W/MAKEUP MUNICIPAL WATER
	IRRIGATION EMITTER LINE: POLY 1/2" TUBING
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1"
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	PIPE SLEEVE: PVC CLASS 200 SDR 21



SHEET NOTES

1. INSTALLATION OF DRIP EMITTERS: INSTALL DRIP EMITTERS QUANTITIES AS SPECIFIED IN IRRIGATION SCHEDULE BY PLANT SIZE.
2. INSTALLATION OF IRRIGATION VALVES: INSTALL JUMBO VALVE BOX IN GROUND. REFERENCE IRRIGATION DETAILS FOR SPECIFICATIONS.
3. INSTALLATION OF PIPE SLEEVES UNDER PATHWAYS AS SPECIFIED IN PLAN AND SCHEDULE.



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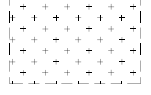








IRRIGATION PLAN

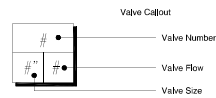
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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD XCZ-100-IVM 1" WIDE FLOW IVM DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS. 1IN. BALL VALVE WITH 1IN. PESBIVM SMART VALVE W/ FACTORY INSTALLED IVM-SOL 0.3-20 GPM AND 1IN. PRESSURE REGULATING 40PSI FLOW-INDICATING BASKET FILTER 0.3-20 GPM	1
	PIPE TRANSITION POINT ABOVE GRADE PVC LATERAL TO DRIP TUBING	4
	AREA TO RECEIVE DRIP EMITTERS 1/2IN. FEMALE THREADED POINT SOURCE DRIP EMITTER. COLOR CODED EMITTERS FOR FLOW RATES OF 0.5 GPH - 6.0 GPH. RECOMMENDED PRESSURE FROM 20 PSI-50 PSI.	3,780 s.f.
	EMITTER NOTES: 05 EMITTERS (2 ASSIGNED TO EACH 1 GAL. PLANT) 05 EMITTERS (4 ASSIGNED TO EACH 15 GAL. PLANT)	500
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	SHUTOFF VALVE	1
	RAIN BIRD ESP-2WIRE (120VAC) INDOOR/ OUTDOOR CONTROLLER W/ DECODER AUTO-ADDRESS. STANDARD DIRECT BURIAL WIRE.	1
	RAIN BIRD RSD-BEx RAIN SENSOR, WITH METAL LATCHING BRACKET	1
	RAINWATER POC W/MAKEUP MUNICIPAL WATER	1
	IRRIGATION EMITTER LINE: POLY 1/2" TUBING	250 l.f.
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1"	50 l.f.
	IRRIGATION MAINLINE: PVC SCHEDULE 40	10 l.f.
	PIPE SLEEVE: PVC CLASS 200 SDR 21	20 l.f.



IRRIGATION NOTES

1. READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS AND RELATED WORK PRIOR TO CONSTRUCTION.
2. COORDINATE UTILITY LOCATIONS ("CALL BEFORE YOU DIG - 811") PRIOR TO CONSTRUCTION.
3. AREAS, AS IDENTIFIED TO HAVE NEW IRRIGATION SYSTEM, SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTORS AND EXPERIENCED WORKMEN.
4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, EXISTING TREES ETC. CONTRACTOR SHALL REFERENCE PLAN AND SPECIFICATIONS AS NOTED, FOR THE LOCATION, SIZE AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC. EXACT LOCATIONS TO BE FILED DIRECTED. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXCAVATION OF TRENCHES. CONTRACTOR TO VERIFY LOCATION OF EXISTING TREES WHERE NEW IRRIGATION IS TO BE INSTALLED. ALL EXISTING TREES SHALL BE PROTECTED AGAINST EXCAVATION DAMAGE. CONTRACTOR TO REPAIR ANY DAMAGE CAUSED BY WORK AT NO ADDITIONAL COST TO THE OWNER.
5. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC. WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL WORK AND PLAN WORK ACCORDINGLY, FURNISHING SUCH FITTINGS, ETC. AS MAY BE REQUIRED TO MEET SUCH CONDITIONS. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEMS, PLANTING AND ARCHITECTURAL FEATURES.
6. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND NOTES OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNERS' REPRESENTATIVE.
7. IRRIGATION SYSTEM DESIGNED FOR A MINIMUM 70 PSI (STATIC PRESSURE) TO BE PROVIDED AT THE FARTHEST HEAD FROM POINT OF CONNECTION. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNERS' AUTHORIZED REPRESENTATIVE. CONTRACTOR TO VERIFY PRESSURE ON SITE.
8. IRRIGATION POINT OF CONNECTIONS SHOWN ON PLAN MUST BE VERIFIED AT THE SITE. COORDINATE WITH EXISTING UTILITIES PLAN FOR RE-LOCATING POINT OF CONNECTION TO A LOCATION WHICH BEST SUITS SITE CONDITIONS AND IRRIGATION ZONE REQUIREMENTS.
9. SLEEVE MAINLINE AND LATERALS UNDER ALL PAVING AND WALLS. REFERENCE SCHEDULE FOR SIZE, TYPE AND QUANTITIES.
10. ALL IRRIGATION MAINLINES AND LATERALS TO BE TRENCHED AND BURIED SUB-SURFACE.
11. UN-SIZED LATERAL LINE PIPE DOWNSTREAM FROM SIZED PIPE SHALL BE 1-1/2" FOR VALVE LATERALS OR 1/2" FOR DRIP/EMITTER LATERALS.
12. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 24" COIL OF EXCESS WIRE AT EACH SPLICE AND 100 FEET ON CENTER ALONG WIRE RUN. TAPE WIRE IN BUNDLES 10 FEET ON CENTER. NO TAPING PERMITTED INSIDE SLEEVES.
13. ALL MAIN LINES SHALL BE FLUSHED PRIOR TO THE INSTALLATION OF IRRIGATION EQUIPMENT. AT 30 DAYS AFTER INSTALLATION EACH SYSTEM SHALL BE FLUSHED TO ELIMINATE GLUE AND DIRT PARTICLES FROM THE LINES.
14. NOTIFY OWNER'S REPRESENTATIVE OF ANY ASPECTS OF LAYOUT THAT WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL THE INSTRUCTIONS ARE OBTAINED.
15. ALL EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL. BACKFILL SHALL BE PLACED IN UNIFORM LAYERS NOT TO EXCEED 8" LOOSE DEPTH, AND COMPACTED TO A MINIMUM OF 95 PERCENT OF STANDARD MAXIMUM DENSITY (ASTM D 698). CONTRACTOR TO REPAIR ALL SETTLED TRENCHES PROMPTLY.
16. OPERATE IRRIGATION BETWEEN THE HOURS OF 10:00 PM AND 8:00 AM AND/OR PER AVAILABLE EXISTING SCHEDULE WITHIN THE HOURS SPECIFIED.
17. 1" RAINWATER LINE TO BE USED AS IRRIGATION POINT OF CONNECTION / MAIN LINE.
18. PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - I. OPERATING KEYS/CONTROL MEASURE FOR EACH OPERATED VALVE(S).
 - II. SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL VALVES/IRRIGATION EQUIPMENT.
19. TO BE NOTED: PRESSURE REGULATING DEVICES ARE REQUIRED IF WATER PRESSURE IS BELOW OR EXCEEDS THE RECOMMENDED PRESSURE OF THE SPECIFIED IRRIGATION DEVICES.
20. TO BE NOTED: DUE TO GRADE AND ELEVATION CONSTRAINTS, CHECK VALVES OR ANTI-DRAIN VALVES ARE REQUIRED ON ALL NODES WHERE LOW POINT DRAINAGE COULD OCCUR.
21. TO BE NOTED: REGARDING PIPE SIZING - IF A SECTION OF UN-SIZED PIPE IS LOCATED BETWEEN THE IDENTICALLY SIZED SECTIONS, THE UN-SIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UN-SIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
22. TO BE NOTED: AREAS TO RECEIVE DRIP LINE/GRID SHALL HAVE DRIP TUBE FLUSH VALVES AT THE LOWEST ELEVATION RELATIVE TO THE IRRIGATION VALVE POINT OF CONNECTION AND DRIP TUBE AIR RELIEF VALVES AT THE HIGHEST POINT RELATIVE TO THE IRRIGATION VALVE POINT OF CONNECTION.
23. ALL POINT SOURCE EMITTER POLY LINES SHALL ALSO RECEIVE FLUSH VALVES AND AIR VALVES RELATIVE TO THE IRRIGATION VALVE POINT OF CONNECTION.
24. REFER TO PLANTING PLAN FOR PLANT MATERIAL NAMES, ABBREVIATIONS, SPECIFIC SIZES, ON-CENTER SPACING, AND ADDITIONAL INFORMATION.
25. DO NOT INSTALL DRIP LINE TUBING UNDER PAVED SURFACES. CONNECT DRIP LINE TUBING TO SCHEDULE 40 PVC LATERAL LINE PIPING FOR ROUTING UNDER PAVED SURFACES AND SCHEDULE 80 PVC PIPING FOR ROUTING THROUGH PLANTER WALLS. ADAPT DRIP LINE TUBING TO PVC PIPING AS REQUIRED WITH COMPRESSION ADAPTER FITTINGS.
26. REFERENCE PIPE TRANSITION POINTS FOR ADAPTING PVC TO DRIP TUBING AND POLY TUBING FOR EMITTERS.
27. MANUAL SHUT OFF VALVES SHALL BE REQUIRED AND INSTALLED AT EACH POINT OF CONNECTION PRIOR TO IRRIGATION VALVE MANIFOLD.



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209.752.0018

CENTRAL SIERRA OFFICE
1803 MAIN STREET
GROVELAND, CALIFORNIA 95321

QUAI OFFICE
206 N. SIGNAL ST., SUITE 3
QUAI, CALIFORNIA 95023



Twain Harte Community Service District
22912 Vantage Point Dr., Twain Harte, CA 95383

DATE:
PROJECT NO.

REVISION	DATE
1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24

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REVIEW BY:NS

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SHEET NAME:

IRRIGATION SCHEDULE NOTES

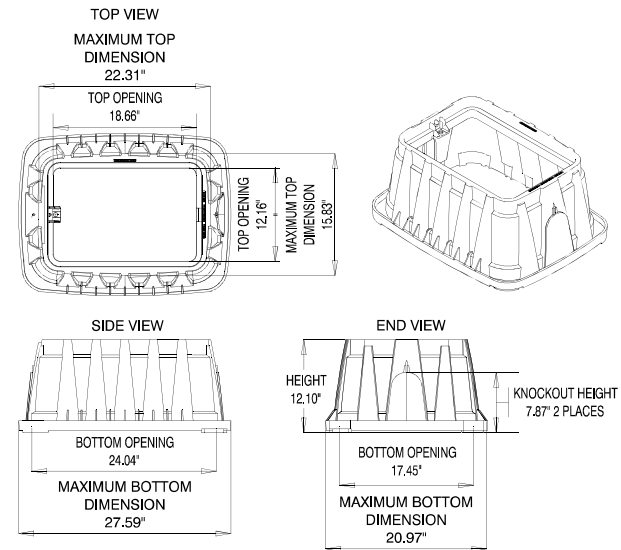
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L3.1

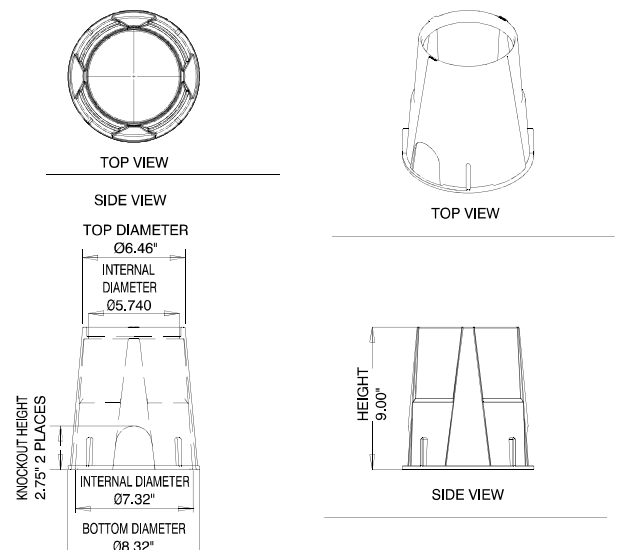
100% DESIGN



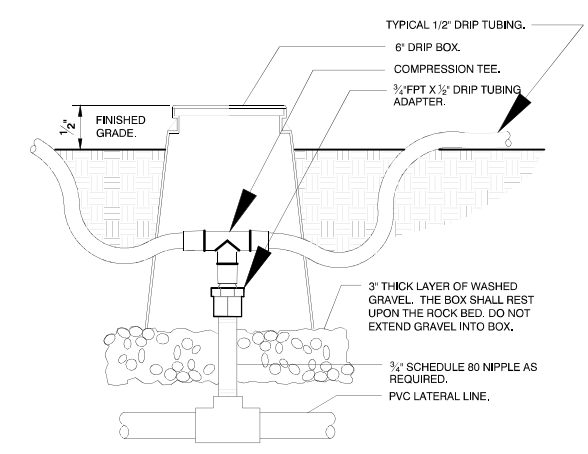
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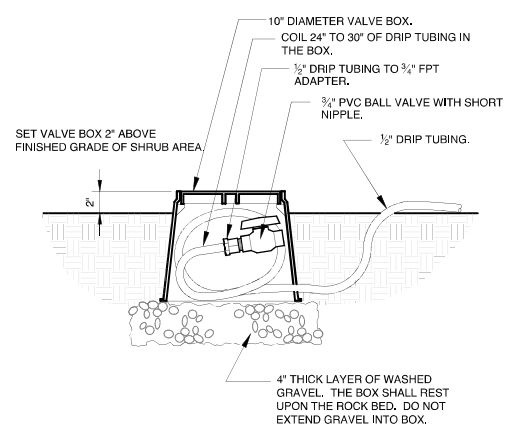
1 JUMBO VALVE BOX DIMENSIONS
 Not To Scale



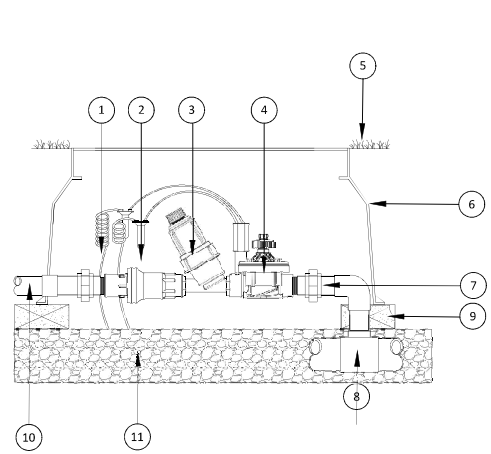
2 6" ROUND VALVE BOX DIMENSIONS
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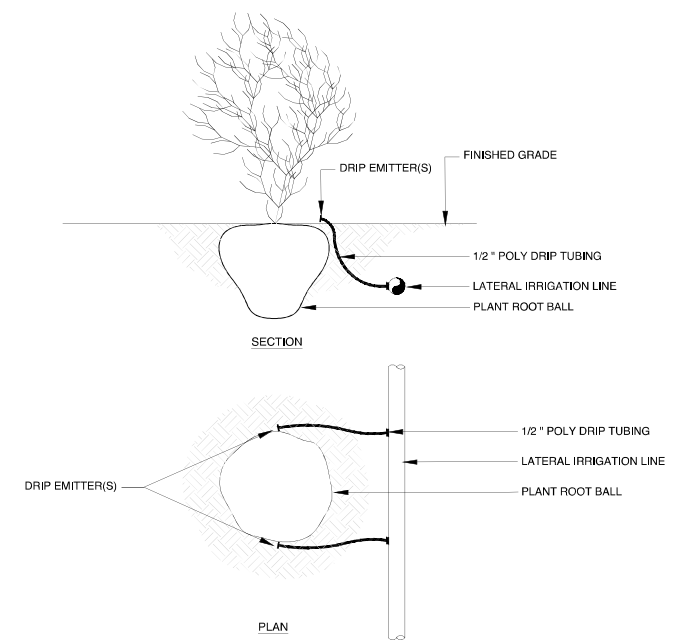
3 PIPE TRANSITION POINT
 Not To Scale



4 DRIP IRRIGATION-EMITTER FLUSH VALVE
 Not To Scale



5 IRRIGATION CONTROL VALVE W/ FILTER + UNIONS
 Not To Scale



6 DRIP EMITTER PLACEMENT (TREES, SHRUBS)
 Not To Scale

Twain Harte Community Service District
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REVISION	DATE
1 60% SUBMITTAL	06.06.24
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3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24
6	

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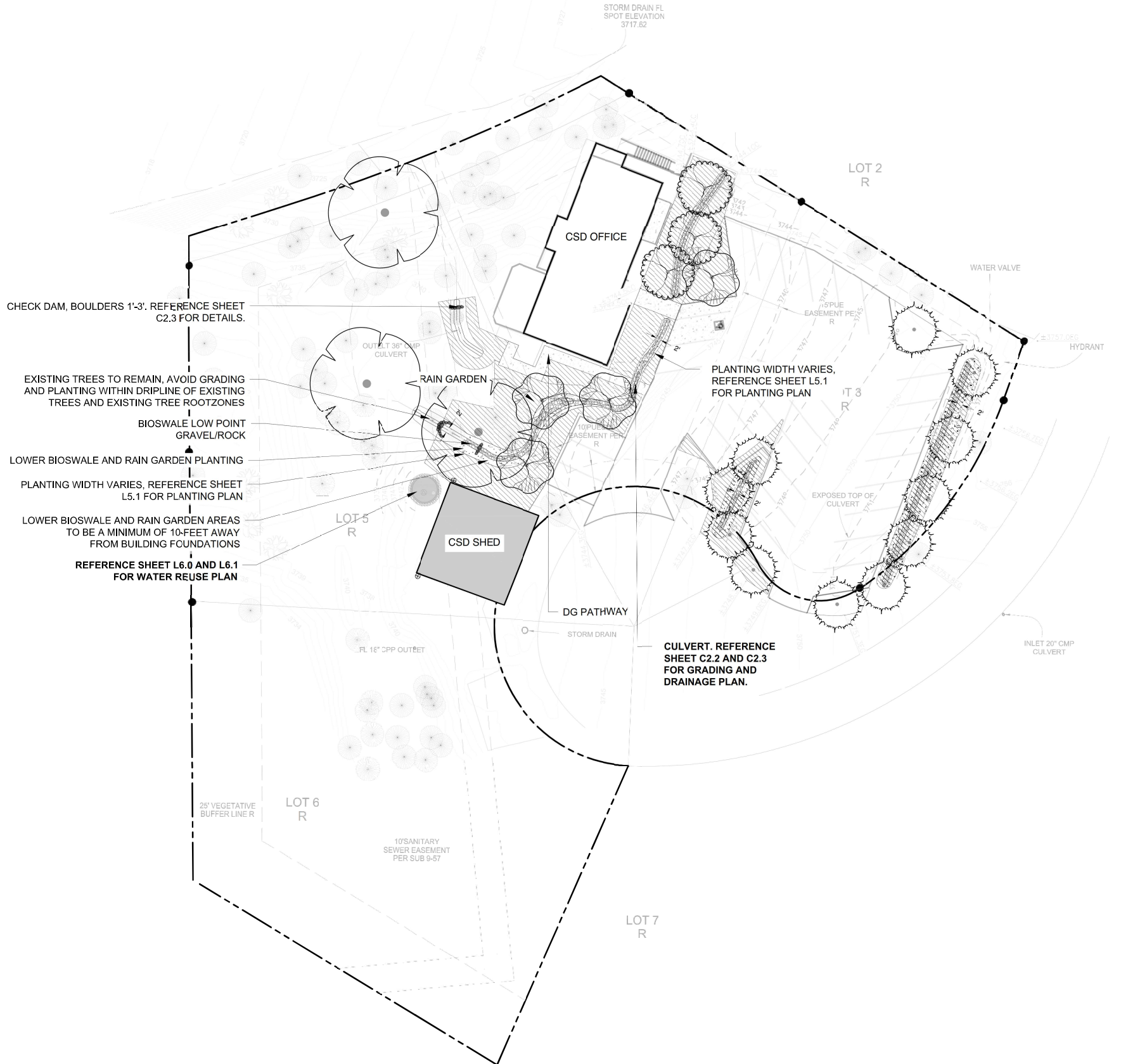
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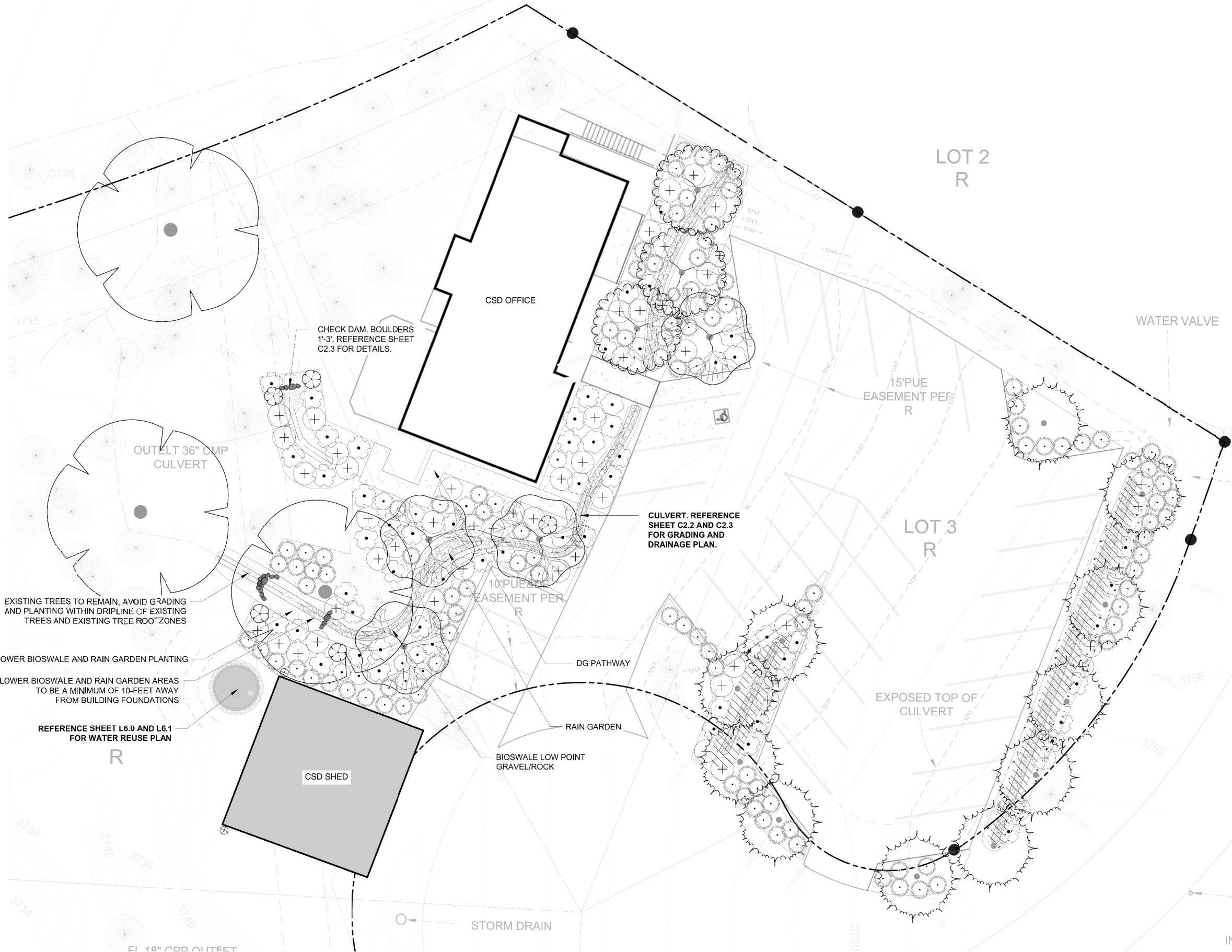
IRRIGATION DETAILS

SHEET NO.:

L3.2

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- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
 - - - EXISTING FENCE
 - - - 1795 EXISTING CONTOURS
 - █ EXISTING BUILDING
 - ROCK CHECK DAM
 - EXISTING TREE(S)



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 209.752.0018
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 OJAI OFFICE
 206 N. SIGNAL ST., SUITE 5
 OJAI, CALIFORNIA 93023



PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
○	<i>Acer macrophyllum</i>	Big Leaf Maple
○	<i>Amelanchier alnifolia</i>	Serviceberry
○	<i>Populus tremuloides</i>	Quaking Aspen
○	<i>Calocedrus decurrens</i>	Incense Cedar
SHRUBS		
○	<i>Cornus sericea</i>	Red Twig Dogwood
○	<i>Eriogonum fasciculatum</i>	California Buckwheat
○	<i>Eriogonum umbellatum</i>	Sulfur Buckwheat
○	<i>Mimulus aurantiacus</i>	Bush Monkey Flower
○	<i>Penstemon heterophyllus</i>	Beardtongue

GROUND COVERS

○	<i>Arctostaphylos uva-ursi</i>	Bearberry
---	--------------------------------	-----------

GROUND COVERS

█	Native Seed Plant Mix	Native Seed Plant Mix
---	-----------------------	-----------------------

NATIVE SEED PLANT MIX FOR RAIN GARDEN

BOTANICAL NAME	COMMON NAME
<i>Achillea millefolium</i>	Common Yarrow
<i>Carex divulsa</i> "Berkeley Sedge"	Berkeley Sedge
<i>Leymus condensatus</i> "Canyon Prince"	Canyon Prince Giant Wildrye
<i>Sisyrinchium bellum</i>	Blue Eyed Grass

Twain Harte Community Service District
 22912 Vantage Point Dr., Twain Harte, CA 95383

DATE: PROJECT NO.

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1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24

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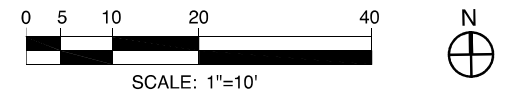
PLANTING PLAN

SHEET NO.:

L5.1

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1 PLANTING PLAN



SITE PREPARATION

- CONTRACTOR SHALL BE AWARE OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY OF ANY COST.
- DO NOT PROCEED WITH CONSTRUCTION AS DESIGNED IF OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF WATERSHED PROGRESSIVE PROJECT MANAGER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.

SOIL PREPARATION

- PRIOR TO STARTING WORK, CONTRACTOR SHALL TAKE SOIL SAMPLES WHERE DIFFERENT SOIL TYPES ARE ENCOUNTERED ON THE PROJECT SITE. SOIL SHALL BE ANALYZED BY AN APPROVED COMMERCIAL SOIL TESTING LABORATORY (TRIC ENTERPRISES, 1-800-392-3311, OR FRUIT GROWERS LABORATORY, 805-392-2000), OR EQUAL, FOR SUITABILITY FOR ORNAMENTAL PLANTING. A COPY OF THE RESULTS OF THIS ANALYSIS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS OF THE SOILS LAB AS TO THE RATE AND ANALYSIS OF FERTILIZER & AMENDMENTS TO PROVIDE A SUITABLE MEDIUM FOR PLANTING. THE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT OF ANY POTENTIAL PROBLEMS WHICH MAY RESULT DUE TO HARMFUL SUBSTANCES FOUND IN THE SOIL. FAILURE TO ACT AS SPECIFIED MAY RESULT IN THE CONTRACTOR ASSUMING FINANCIAL RESPONSIBILITY FOR ANY DAMAGE TO PLANTS.
- REMOVE ROCKS LARGER THAN 3" FROM PLANTING AREAS.
- FOR SOILS LESS THAN 6% ORGANIC MATTER IN THE TOP 6 INCHES OF SOIL, COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER 1,000 SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL.
- ON-SITE SOILS WITH AN ORGANIC CONTENT OF AT LEAST 5 PERCENT CAN BE PROPERLY STOCKPILED (TO MAINTAIN ORGANIC CONTENT) AND REUSED.
- CONTRACTOR TO LOOSEN COMPACTED SOILS AND MIX SOIL AMENDMENTS AND CONDITIONERS TO A MINIMUM DEPTH OF 12 INCHES IN PLANTING AREAS.

FINISHED GRADES IN PLANTING AREAS

- THE CONTRACTOR SHALL ALLOW FOR THE ADDITION OF SPECIFIED QUANTITIES OF SOIL AMENDMENTS AND CONDITIONERS IN SOIL PREPARATION AND FINISH GRADING.
- THE LANDSCAPE ARCHITECT WILL APPROVE FINISH GRADES AT ALL LANDSCAPE AREAS PRIOR TO PLANTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO ESTABLISH THE SPECIFIED FINISHED ELEVATION, INCLUDING IMPORTING SOIL OR EXCAVATION, REMOVAL AND DISPOSAL AT AN APPROVED LOCATION. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTARY AMENDED IMPORT SOIL IN ANY PLANTING AREAS AS NECESSARY TO ACHIEVE THE SPECIFIED FINISH PLANTING GRADES. IMPORTED SOIL SHALL BE FREE OF UNWANTED SEEDS.

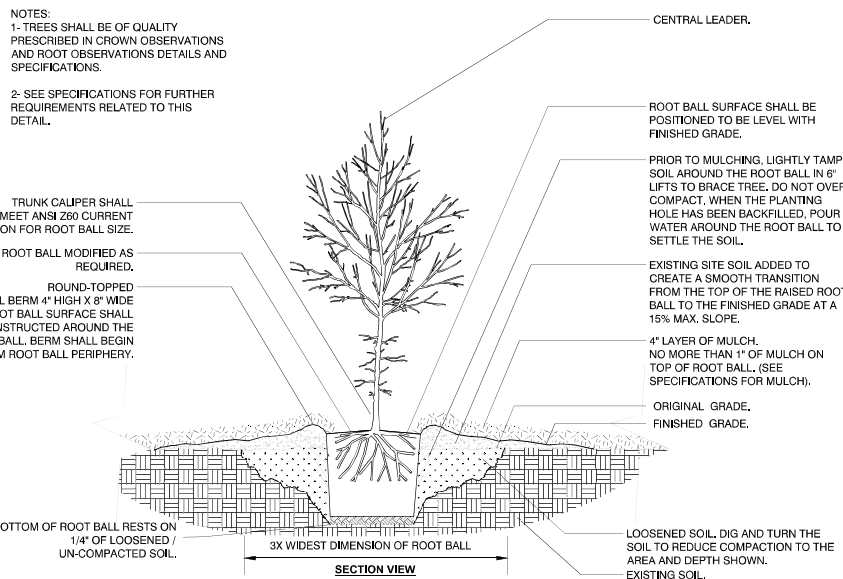
PLANTING

- COORDINATE INSTALLATION OF LARGE PLANT MATERIAL WITH INSTALLATION OF STRUCTURES SUCH AS WALL FOOTINGS, PAVEMENTS, AND CURB AND GUTTER. ANY DAMAGE TO IMPROVEMENTS BY OTHERS IS THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL FURNISH PLANT MATERIAL FREE OF PESTS OR PLANT DISEASES. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS PER THE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE HEALTHY, VIGOROUS PLANT STOCK GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THE CONDITIONS IN THE LOCALITY OF THE PROJECT.
- SPECIMEN TREES WILL BE SELECTED AND TAGGED BY LANDSCAPE ARCHITECT PRIOR TO PLANT INSTALLATION.
- CONTRACTOR SHALL DO THEIR OWN QUANTITY TAKE-OFFS FOR ALL PLANT MATERIALS AND SIZES SHOWN ON PLANS.
- ALL SUBSTITUTIONS SHALL BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT.
- SEE DETAILS AND SPECIFICATIONS FOR STAKING METHOD, PLANT PIT DIMENSIONS AND BACKFILL REQUIREMENTS.
- PLANT CROWN ELEVATIONS RELATIVE TO FINISH GRADE ARE SHOWN ON PLANTING DETAILS AND SHALL BE STRICTLY ADHERED TO. PROPER COMPACTION OF BACKFILL TO PREVENT SETTLEMENT SHALL BE REQUIRED.
- TREES AND SHRUBS SHALL BE INSTALLED PRIOR TO PLANTING GROUND COVER. ALL TREE LOCATIONS SHALL BE VERIFIED IN THE FIELD BY THE LANDSCAPE ARCHITECT.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE LOCATION OF PLANT MATERIAL DURING INSTALLATION AS APPROPRIATE TO THE PROJECT.
- A MINIMUM 3-INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT TURF AREAS, CREEPING OR ROOTING GROUND COVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRA-INDICATED. MULCH MUST BE APPROVED BY LANDSCAPE ARCHITECT.

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER NEEDS	QTY
TREES					
	Acer macrophyllum	Big Leaf Maple	15 gal.	Medium	3
	Amelanchier alnifolia	Serviceberry	15 gal.	Medium	3
	Populus tremuloides	Quaking Aspen	15 gal.	Medium	4
	Calocedrus decurrens	Incense Cedar	15 gal.	Low	11
SHRUBS					
	Cornus sericea	Red Twig Dogwood	1 gal.	Medium	5
	Eriogonum fasciculatum	California Buckwheat	1 gal.	Low	11
	Eriogonum umbellatum	Sulfur Buckwheat	1 gal.	Low	11
	Mimulus aurantiacus	Bush Monkey Flower	1 gal.	Low	48
	Penstemon heterophyllus	Beardtongue	1 gal.	Low	54
GROUND COVERS					
	Arctostaphylos uva-ursi	Bearberry	1 gal.	Low	110
SYMBOL BOTANICAL NAME COMMON NAME SIZE WATER NEEDS SPACING QTY					
GROUND COVERS					
	Native Seed Plant Mix	Native Seed Plant Mix	Seed	Low	663 sf

NATIVE SEED PLANT MIX FOR RAIN GARDEN	
BOTANICAL NAME	COMMON NAME
Achillea millefolium	Common Yarrow
Carex divulsa "Berkeley Sedge"	Berkeley Sedge
Leymus condensatus "Canyon Prince"	Canyon Prince Giant Wildrye
Sisyrinchium bellum	Blue Eyed Grass



1 TREE PLANTING
1/2" = 1'-0"

GENERAL NOTES

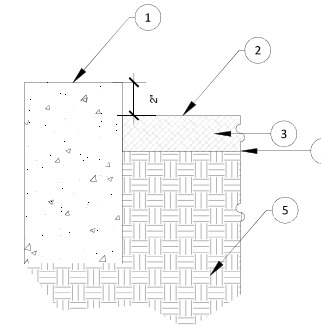
- ALL EXISTING TANKS, PIPING, AND ELECTRICAL WORK SHALL BE AVOIDED AND PROTECTED WHEN NECESSARY THROUGHOUT CONSTRUCTION.
- 811 - KNOW WHAT'S BELOW - CALL BEFORE YOU DIG
- TOPOGRAPHIC DATA SHOWN IS BASED ON A SURVEY CONDUCTED BY DAVID RAGLAND, ENGINEERING AND LAND SURVEYING. THE ELEVATIONS SHOWN ON THIS SHEET ARE DERIVED FROM A FIELD SURVEY FROM MARCH 2024; THE BEARINGS AND DISTANCES ARE RECORD PER PARCEL MAP 28-98 AND R/S 41-97 NAVD88.
- THE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE CREATED TO REPRESENT THE CONCEPTS AS ASSOCIATED WITH ON-SITE WATER REUSE INSTALLATIONS. FOR ALL SITE DIMENSIONS AND EXACT RELATIVE LOCATIONS, FIELD CONDITION AS-BUILTS SHALL BE REQUESTED FROM THE PROPERTY OWNER.

DETAIL NOTES:

- CONCRETE CURB
- FINISHED GRADE AT MULCH
- 2"-4" DEPTH WOOD CHIPS/MULCH
- GRADE SUB-GRADE SMOOTH AND FREE OF DEBRIS
- EXISTING SOIL - REMOVE SOIL SUFFICIENT DEPTH BELOW ADJACENT PAVING AND WALLS TO ALLOW PROPER DEPTH OF MULCH INSTALLATION.

GENERAL NOTES:

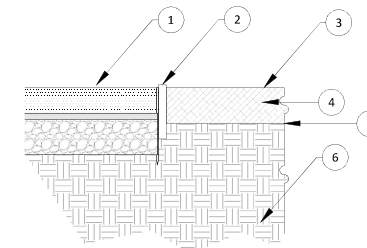
- HOLD MULCH 2" BELOW TOP OF ADJACENT CURBS.



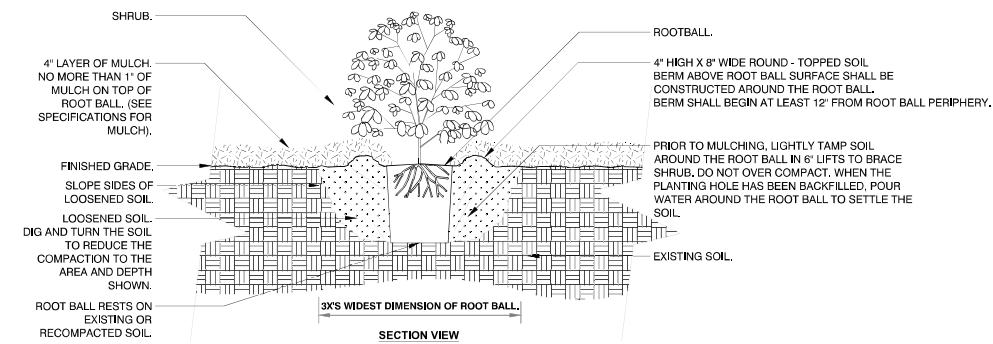
4 WOOD CHIPS / MULCH - ALONG CONCRETE CURB
(N.T.S)

DETAIL NOTES:

- DG PATHWAY
- LANDSCAPE EDGING WITH STAKES
- FINISHED GRADE AT MULCH
- 2"-4" DEPTH WOOD CHIPS/MULCH
- GRADE SUB-GRADE SMOOTH AND FREE OF DEBRIS
- EXISTING SOIL - REMOVE SOIL SUFFICIENT DEPTH BELOW ADJACENT PAVING AND WALLS TO ALLOW PROPER DEPTH OF MULCH INSTALLATION.



3 WOOD CHIPS / MULCH - ALONG DECOMPOSED GRANITE PATHWAY
(N.T.S)



NOTES:

- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

2 SHRUB PLANTING
3/4" = 1'-0"



Twain Harte Community Service District
22912 Vantage Point Dr., Twain Harte, CA 95383

REVISION	DATE
1-60% SUBMITTAL	06.06.24
2-100% SUBMITTAL	06.26.24
3-100% SUBMITTAL v2	07.05.24
4-100% SUBMITTAL v3	08.09.24
5-100% SUBMITTAL v4	11.15.24
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PLANTING DETAILS

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L5.2



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 1903 MARK STREET
 GROVELAND, CALIFORNIA 95621
 OJAI OFFICE
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 OJAI, CALIFORNIA 93023



Twain Harte Community Service District
 22912 Vantage Point Dr., Twain Harte, CA 95393

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 PROJECT NO. _____

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SHEET NAME:

WATER REUSE PLAN

SHEET NO.:

W6.0

100% DESIGN

GENERAL NOTES

- A. ALL EXISTING TANKS, PIPING, AND ELECTRICAL WORK SHALL BE AVOIDED AND PROTECTED WHEN NECESSARY THROUGHOUT CONSTRUCTION.
- B. 811 - KNOW WHAT'S BELOW - CALL BEFORE YOU DIG
- C. TOPOGRAPHIC DATA SHOW IS BASED ON A SURVEY CONDUCTED BY DAVID RAGLAND, ENGINEERING AND LAND SURVEYING. THE ELEVATIONS SHOWN ON THIS SHEET ARE DERIVED FROM A FIELD SURVEY FROM MARCH 2024; THE BEARINGS AND DISTANCES ARE RECORD PER PARCEL MAP 28-98 AND R/S 41-97 NAVD88.
- D. THE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE CREATED TO REPRESENT THE CONCEPTS AS ASSOCIATED WITH ON-SITE WATER REUSE INSTALLATIONS. FOR ALL SITE DIMENSIONS AND EXACT RELATIVE LOCATIONS, FIELD CONDITION AS-BUILTS SHALL BE REQUESTED FROM THE PROPERTY OWNER. .
- E. REFER TO COVER SHEET FOR LEGEND AND ABBREVIATIONS.
- F. CONTRACTOR TO VERIFY ROOF GUTTER ELEVATIONS ARE ABOVE TANK INLET AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- G. PIPING MATERIAL SHALL BE THE FOLLOWING AND PER PIPE SCHEDULES:
 - G.A. BELOW GROUND: SCHEDULE 40 PVC
 - G.B. ABOVE GROUND: SCHEDULE 80 PVC

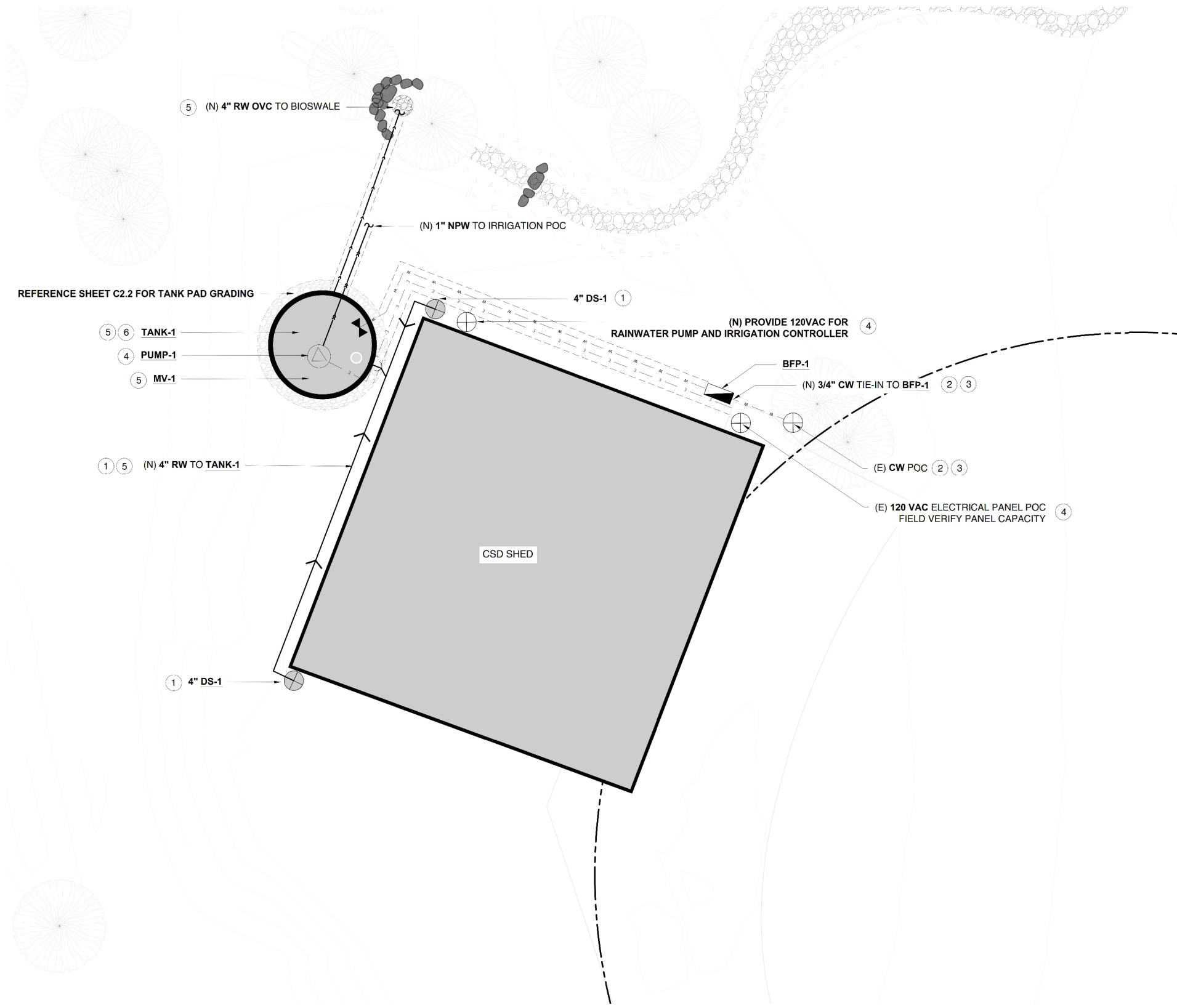
SHEET NOTES

1. UTILIZE EXISTING 4" DIA. (MINIMUM) GUTTER AT 1/8" SLOPE. PROVIDE 4" DOWNSPOUT CONNECTIONS AND FIRST FLUSH ASSEMBLY AND LEAF EATER AT LOCATIONS INDICATED. REFERENCE EQUIPMENT SCHEDULES.
2. ROUTE NEW CW LINE TO BFP-1 POC FROM EXISTING WATER METER VALVE TO TANK BELOW GRADE. REFER TO DETAILS FOR TRENCHING REQUIREMENTS.
3. 3/4" CW MAKEUP LINE TO TANK SHALL BE INSULATED ABOVE GROUND.
4. ROUTE NEW ELECTRICAL LINE FROM EXISTING ELECTRICAL SUB PANEL FOR RAINWATER TANK PUMP AND IRRIGATION CONTROLLER WITH A NEW DEDICATED 20AMP BREAKER AND WEATHER PROOF OUTLET. ALL ELECTRICAL SHALL BE INSTALLED AND ROUTED BY LICENSED ELECTRICIAN. REFERENCE ELECTRICAL SPECIFICATIONS.
5. INSTALL RAINWATER INLET AND MAKEUP WATER VALVE AS HIGH AS POSSIBLE.
6. RAINWATER OVERFLOW ON TANK SHALL BE INSTALLED AT-LEAST 2" BELOW RAINWATER INLET HEIGHT AND MAKEUP WATER VALVE TO ENSURE AIR GAP.

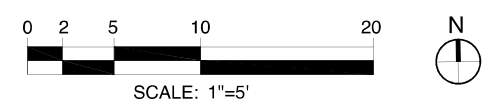
FIRST FLUSH CALCULATIONS - TANK 1 DOWNSPOUTS			
ROOF DRAINAGE CHARACTERISTICS			
ROOF CAPTURE AREA PER DS	1180	FT ²	
1-INCH STORM VOLUME	97	FT ³	
	723	GAL	
FIRST FLUSH DESIGN			
PIPE SIZE	4	IN	
PIPE LENGTH	3	FT	
WATER VOLUME WITHIN PIPE	1.96	GAL	
% VOLUME OF 1-INCH STORM	0.27%	GALLONS	
TOTAL WATER WEIGHT	16.33	LB	

LEGEND

- (RW) RAINWATER CONVEYANCE
- TRENCH
- ELECTRICAL LINE
- CW MAKEUP WATER LINE
- (OVC) OVERFLOW CONVEYANCE
- (NPW) NON POTABLE WATER
- DOWNSPOUT
- POINT OF CONNECTION
- BACKFLOW PREVENTER
- MAKEUP WATER VALVE
- PUMP
- RAINWATER TANK
- RAINWATER COLLECTION SURFACE



1 WATER REUSE PLAN



WATER REUSE GENERAL NOTES:

- A. THE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE CREATED R. TO REPRESENT THE CONCEPTS AS ASSOCIATED WITH ON-SITE WATER REUSE AND STORM WATER MANAGEMENT / BASIN INSTALLATIONS. FOR ALL SITE DIMENSIONS AND EXACT RELATIVE LOCATIONS, FIELD CONDITION AS-BUILTS SHOULD BE REQUESTED FROM THE PROPERTY OWNER.
- B. ABOVE GROUND RAINWATER TANKS:
 - B.A. EACH OUTLET SHALL BE MARKED 'CAUTION NON-POTABLE RAINWATER, DO NOT DRINK' IN BLACK, CAPITAL LETTERING.
 - B.B. TANKS INSTALLED ABOVE GROUND SHALL BE OF AN OPAQUE MATERIAL OR SHIELDED FROM SUNLIGHT
 - B.C. RAINWATER TANKS MUST BE INSTALLED WITH A MEANS OF SUFFICIENT VENTING, DRAINING AND CLEANING, INCLUDING ACCESS FOR CLEANING/INSPECTION
 - B.D. OVERFLOW SIZING SHALL MATCH OR EXCEED THE AREA OF ALL THE INFLOW PIPING. BACKFLOW PREVENTION FOR OVERFLOW SHALL BE EQUIPPED IF THE TANK DISCHARGES DIRECTLY TO THE STORM DRAIN SYSTEM
 - B.E. ALL TANK INLETS, VENTS AND OVERFLOWS SHALL BE PROTECTED WITH A 1/16" OR SMALLER SCREEN
 - B.F. TANK MARKING: TANKS SHALL BE PERMANENTLY MARKED WITH 'NON-POTABLE RAINWATER', PERSONNEL TANK ENTRANCES SHALL BE MARKED 'DANGER-CONFINED SPACE', PER CPC.
 - B.G. TANKS AND PIPING INSTALLED IN REGIONS KNOWN TO FREEZE MUST BE PROVIDED WITH APPROVED MEANS OF FREEZE PROTECTION. PROVIDE ABOVE GROUND PIPES WITH 1" INSULATION.
 - B.H. RAINWATER CATCHMENT INFLOW PIPING OR CONVEYANCE PIPING MUST HAVE A 'DEBRIS EXCLUDER' INSTALLED TO PREVENT LEAVES, NEEDLES AND SEDIMENT FROM ENTERING THE TANK
- C. RAINWATER PUMPS SERVING RAINWATER CATCHMENT SYSTEMS SHALL BE LISTED (APPROVED BY A LISTING AGENCY FOR EXPECTED USE)
- D. IF THE RAINWATER USE WITHIN A BUILDING EXCEEDS 80 PSI, A PRESSURE REDUCING VALVE SHALL BE INSTALLED TO REDUCE THE PRESSURE TO 80 PSI OR LESS
- D. RAINWATER PIPING SHALL BE MARKED 'CAUTION NON-POTABLE RAIN WATER, DO NOT DRINK' WITH THE INTERNATIONAL DO NOT DRINK SYMBOL OF A CIRCLED WATER GLASS WITH A DIAGONAL SLASH THROUGH IT, PER CPC REQUIREMENTS. REFER TO SAMPLE.
- E. ALL GUTTERS, ROOF DRAINS AND ASSOCIATED PIPING MUST COMPLY WITH RELEVANT CALIFORNIA BUILDING CODES
- F. RAINWATER TREATMENT DEVICES MUST PERFORM TO THE MINIMUM STANDARD DETERMINED BY THE AUTHORITY HAVING JURISDICTION
- G. ALL EQUIPMENT USED FOR RAINWATER QUALITY TREATMENT SHALL BE LISTED OR LABELED BY AN ACCREDITED LISTING AGENCY AND HAVE APPROVAL FOR THE INTENDED PURPOSE
- H. RAINWATER SIGNS IN BUILDINGS MUST FOLLOW THE GUIDELINES OF SECTIONS CPC 1602.10.1 AND 1602.10.2 AND OTHER REQUIREMENTS IN THE CALIFORNIA BUILDING CODE
- I. INSPECTION: RAINWATER CATCHMENT SYSTEMS SHALL BE INSPECTED AND TESTED IN ACCORDANCE WITH CPC SECTIONS 1602.11.1 AND 1602.11.2.
- J. INSPECTION INCLUSIONS: RAINWATER CATCHMENT SYSTEMS SHALL BE INSPECTED AND TESTED IN ACCORDANCE WITH CODE PROVISIONS FOR TESTING OF POTABLE WATER SYSTEMS AND STORM DRAINAGE SYSTEMS. STORAGE TANKS SHALL BE FILLED WITH WATER TO THE OVERFLOW LINE FOR A PERIOD OF 24 HOURS AND DURING INSPECTION. SEAMS AND JOINTS SHALL BE EXPOSED DURING INSPECTION AND CHECKED FOR WATERTIGHT-NESS.
- K. TRENCHES WILL BE COVERED DURING END OF WORK DAY AND CROSSING BOARDS LAID EVERY 4 FEET DURING WORK DAY. TRENCHES TO BE FILLED IN AND SET PROPERLY.
- L. ALL ABOVE GROUND PIPES SHALL BE PROTECTED FROM HUMAN/ANIMAL TRAFFIC BEFORE, DURING AND AFTER INSTALLATION.
- M. ALL ABOVE GROUND PIPES SHALL RECEIVE INSULATION PER DEFINED PIPE SCHEDULE CRITERIA.
- N. "WET" PLUMBING PIPES/SYSTEMS SHALL BE DRAINED AFTER THE RAINY SEASON.
- O. ALL NON -POTABLE WATER SUPPLY PIPES FROM RAINWATER TANKS AND PUMPS SHALL BE LABELED PER CPC, CH 16.
- P. ALL GRAVITY PIPES SHALL BE INSTALLED AT 1/4" / 1' SLOPE UNLESS OTHERWISE INDICATED.
- Q. ALL BURIED GRAVITY PIPES SHALL HAVE A MINIMUM OF 3" SAND OR PEA GRAVEL AS THEIR BASE.

- R. ALL GRAVITY CONVEYANCE PIPES SHALL ENSURE WATER-TIGHT FITTINGS BY MEANS OF GLUE OR MANUFACTURER'S INSTRUCTIONS.
- S. CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITY LOCATIONS PRIOR TO EXCAVATION.
- T. ALL VALVES AND DEVICES SHALL BE ANSISF APPROVED. ACCOMPANIED WITH REFERENCE AND MAINTENANCE INSTRUCTIONS AS LISTED IN THE PROVIDED MAINTENANCE CONTRACT.
- V. ALL NEW AND EXISTING PLANTS AND TREES HAVE BEEN SHOWN TO REPRESENT ROUGH/RELATIVE LOCATIONS AND ARE DIAGRAMMATIC. FOR ACCURATE REPRESENTATION OF PLANTS, REFER TO PLANTING DRAWINGS (WHERE PROVIDED)
- W. PLANTS AND TREES ARE EXISTING UNLESS INDICATED OTHERWISE

WATER REUSE SCHEDULES

PIPE SCHEDULE				
SERVICE	PIPE TAG	SIZE	MATERIAL	INSULATION
NON-POTABLE WATER SUPPLY	NPW	2" OR SMALLER	SCHEDULE 40 / 80 PVC: ASTM D1785	PROVIDE INSULATION ON ABOVE GROUND PIPES. 1-1/2" FIBERGLASS, ALL-PURPOSE JACKET. COVER WITH METAL PIPE JACKET WHERE EXPOSED TO WEATHER.
DOMESTIC WATER	CW	4" OR SMALLER	SCHEDULE 40 PVC: ASTM D1785	FIBERGLASS SHALL BE SPLIT SECTIONAL OR SNAP ON TYPE WITH 0.23 PER INCH MAX. THERMAL CONDUCTIVITY (K-FACTOR) AT 75F MEAN TEMP. PROVIDE VAPOR BARRIER JACKET WITH PRESSURE SENSITIVE CLOSURE SYSTEM. JOHNS MANSVILLE MICROLOK HP OR APPROVED EQUAL METAL PIPE JACKET SHALL BE 0.016-INCH THICK ALUMINUM WITH FORMED FITTING COVERS, ALUMINUM SNAP STRAPS AND SEALANT
RAINWATER/ RW OVERFLOW CONVEYANCE	RW OVC	4" OR SMALLER	SCHEDULE 40 PVC: ASTM D1785.	FOR FREEZE PROTECTION, SYSTEM SHALL BE DRAINED.

APPLICABLE CODES AND REGULATIONS

- 1. CALIFORNIA PLUMBING CODE
- 2. CALIFORNIA BUILDING CODE

TABLE 1101.8 SIZING OF HORIZONTAL RAINWATER PIPING (COMBINED SYSTEM)				
SIZE OF PIPE INCHES	DESIGN RAINFALL RATE = 3 INCHES/HR		DESIGN SLOPE = 1/4-INCH/FOOT	
	DESIGN SLOPE = 1/8-INCH/FOOT	DESIGN SLOPE = 1/4-INCH/FOOT	DESIGN SLOPE = 1/8-INCH/FOOT	DESIGN SLOPE = 1/4-INCH/FOOT
	FLOW	MAXIMUM ALLOWABLE HORIZONTAL PROJECTED ROOF AREAS	FLOW	MAXIMUM ALLOWABLE HORIZONTAL PROJECTED ROOF AREAS
	GPM	SQ. FT.	GPM	SQ. FT.
3	34	1,096	48	1,546
4	78	2,506	110	3,533
6	222	7,133	314	10,066
8	478	15,330	677	21,733
10	860	27,600	1,214	38,950
12	1,384	44,400	1,953	62,600
15	2,473	79,333	3,491	112,000

PIPE SIZING	
PRESSURIZED WATER PIPING:	BASIS OF DESIGN: 2023 CALIFORNIA PLUMBING CODE, APPENDIX A 'RECOMMENDED RULES FOR SIZING THE WATER SUPPLY SYSTEM'. PIPING SIZED ON 3 PSI/100 FT. DROP, VELOCITIES NOT TO EXCEED 8 FT./SEC.
ROOF DRAIN/STORM DRAIN PIPING SYSTEM:	BASIS OF DESIGN: 2023 CALIFORNIA PLUMBING CODE, CHAPTER 11, 'STORM DRAINAGE'. STORM DRAIN PIPING SIZED AT 1/8"/FT. SLOPE UNLESS OTHERWISE NOTED AND A RAINFALL RATE OF 1.5"/HR TRADITIONAL SYSTEM, 3"/HR FOR A COMBINED PRIMARY AND OVERFLOW SYSTEM.
GREYWATER/WASTE/VENT PIPING SYSTEM:	BASIS OF DESIGN: 2023 CALIFORNIA PLUMBING CODE, CHAPTER 7, 'SANITARY DRAINAGE'. ALL WASTE PIPING SIZED AT 1/4"/FT. SLOPE UNLESS OTHERWISE NOTED.

RAINWATER TANK SCHEDULE					
TAG NUMBER	LOCATION	TOTAL VOL.	EACH TANK		MAKE, MODEL
		(GROSS GAL.)	QTY	DIMENSIONS	
TANK-1	CSD SHED	5,000	(1) @ 5,000	8' H. x 10'-9" DIA.	BUSHMAN POLY 5050 OR APPROVED EQUAL

PUMP SCHEDULE							
TAG NUMBER	DESCRIPTION	LOCATION	PERFORMANCE			MAKE, MODEL	QTY
			MAX PUMP HEAD (FT)	POWER (TOTAL HP)	VOLT/ PHASE		
PUMP-1	SUBMERSIBLE RW PUMP	CSD SHED	220	1/2	120/1	RAIN BROTHERS TRADITIONAL SPRINGER SERIES CISTERN PUMP WITH FLOATING INTAKE VALVE	1

EQUIPMENT SCHEDULE			
TAG NUMBER	LOCATION	DESCRIPTION	QTY
GT-1	GUTTER	RECTANGULAR STEEL GUTTER. REFER TO PLANS FOR LENGTH, 4-INCH DIA.	SEE PLANS
CO-1	GRAVITY PIPING SYSTEMS	2-WAY CLEAN OUT COMBO TEE WITH THREAD ADAPTER AND PLUG SIMILAR TO 2", ABS, CANPLAS	1
DS-1	ALL DOWNSPOUTS CONNECTED TO TANK SYSTEMS	DOWNSPOUT FILTER. COMMERCIAL ZINCALUME STEEL RAINHARVEST 4" LEAF EATER ADVANCED DOWNSPOUT FILTER OR APPROVED EQUAL.	2
		TANK-1 RAIN-HARVESTING FIRST FLUSH ASSEMBLY DIVERTER WITH ACUATOR RELIEF VALVE) OR APPROVED EQUAL	1
MV-1	{1} PER TANK SYSTEM	MAKE UP WATER VALVE: 3/4" RAINAID OR APPROVED EQUAL	1
BF-1	CSD SHED	BACKFLOW PREVENTER. 1" ZURN 375-XL REDUCED PRESSURE BACKFLOW ASSEMBLY OR APPROVED EQUAL	1



WATERSHED PROGRESSIVE
WWW.WATERSHEDPROGRESSIVE.COM
209.732.0018
CENTRAL SIERRA OFFICE
1803 MARK STREET
GROVELAND, CALIFORNIA 95621
OJAI OFFICE
208 N. SIGNAL ST., SUITE 5
OJAI, CALIFORNIA 93023



Twain Harte Community Service District
22912 Vantage Point Dr., Twain Harte, CA 95383

DATE:	PROJECT NO.
REVISION	DATE
1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24
6	
DESIGN BY: MS	
DRAWN BY: MS	
REVIEW BY: NS	

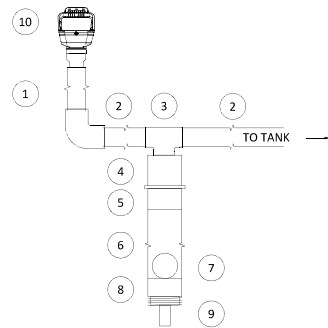
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SHEET NAME:

WATER REUSE EQUIPMENT SCHEDULES

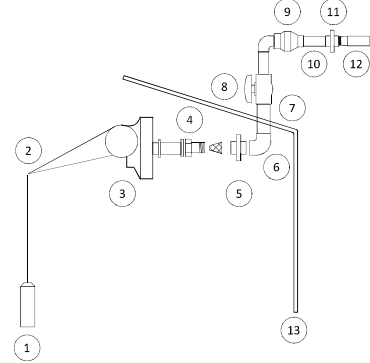
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W6.1

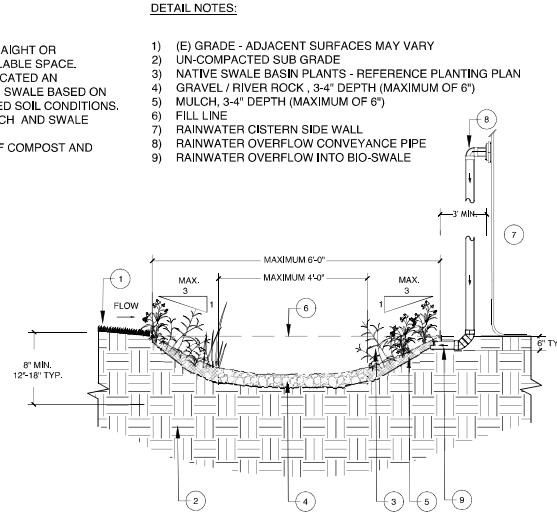


- DETAIL NOTES:**
- 1) PVC LEADER PIPE
 - 2) PVC PIPE
 - 3) PVC TEE
 - 4) BUSHING
 - 5) PVC COUPLER
 - 6) PVC W/ STOPPER BALL DIAMETER >2", <2.75"
 - 7) PVC FTA
 - 8) BUSHING MPT X FPT
 - 9) RAINAID ADVANCED RELIEF VALVE
 - 10) LEAF GUARD (AT DOWNSPOUT LOCATION)

- GENERAL NOTES:**
- A. MATERIALS FASTENED WITH TWO WALL STRAPS.
 - B. ASSEMBLY IS OF TYP. FIRST FLUSH UNIT.
 - C. ALTERNATE: USE APPROVED MONOLITHIC ASSEMBLY.
 - D. ALTERNATE: USE APPROVED MOZZIE STOPPA OVERFLOW SCREEN.



- 1) ACTIVATOR FLOAT - ADJUST LINE LENGTH FOR DESIRED FILL HEIGHT
- 2) SWING ARM ACTIVATOR
- 3) MAKE-UP WATER FILL OPENING
- 4) SCREEN FILTER
- 5) 3/4" PVC SCH. 40 UNION FPT
- 6) 3/4" PVC SCH. 40 90 ELBOW MPT X FPS
- 7) 3/4" PVC SCH. 40 PIPE
- 8) 3/4" PVC SCH. 40 BALL VALVE FPS INSTALL W/ BALL VALVE HOUSING TOUCHING CISTERN HANDLE TO FACE DOWNHILL SLOPE OF CISTERN ROOF.
- 9) 1/2" PVC SCH. 40 SPRING CHECK VALVE FPT
- 10) 1/2" X 2" LONG PVC SCH. 80 NIPPLE MPT
- 11) 3/4" PVC SCH. 40 UNION FPT
- 12) 3/4" PVC SCH. 40 MALE THREAD ADAPTER
- 13) CISTERN WALL



- DETAIL NOTES:**
- 1) (E) GRADE - ADJACENT SURFACES MAY VARY
 - 2) UN-COMPACTED SUB GRADE
 - 3) NATIVE SWALE BASIN PLANTS - REFERENCE PLANTING PLAN
 - 4) GRAVEL / RIVER ROCK - 3-4" DEPTH (MAXIMUM OF 6")
 - 5) MULCH, 3-4" DEPTH (MAXIMUM OF 6")
 - 6) FILL LINE
 - 7) RAINWATER CISTERN SIDE WALL
 - 8) RAINWATER OVERFLOW CONVEYANCE PIPE
 - 9) RAINWATER OVERFLOW INTO BIO-SWALE

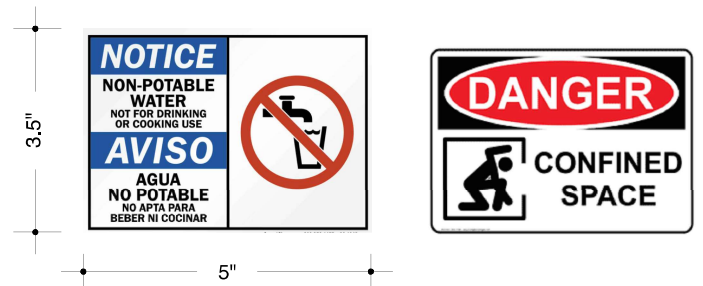
GENERAL NOTES:

- A. BIO-SWALE ALIGNMENT MAY BE STRAIGHT OR MEANDERING, DEPENDING ON AVAILABLE SPACE.
- B. TREES AND SHRUBS SHOULD BE LOCATED AN APPROPRIATE DISTANCE FROM THE SWALE BASED ON SPECIES' TOLERANCE OF SATURATED SOIL CONDITIONS.
- C. USE OF GRAVEL / RIVER ROCK / MULCH AND SWALE DEPTHS TO BE VERIFIED ON-SITE.
- D. SPOTS AMEND PLANTS WITH A MIX OF COMPOST AND NATIVE SOIL.
- E. MAXIMUM 3:1 SLOPE

1 FIRST FLUSH ASSEMBLY DETAIL (TYP.)
(N.T.S)

2 RAINWATER / MUNICIPAL MAKEUP WATER ASSEMBLY
(N.T.S)

3 BIO-SWALE + RAINWATER OVERFLOW DISCHARGE (TYP.)
(N.T.S)



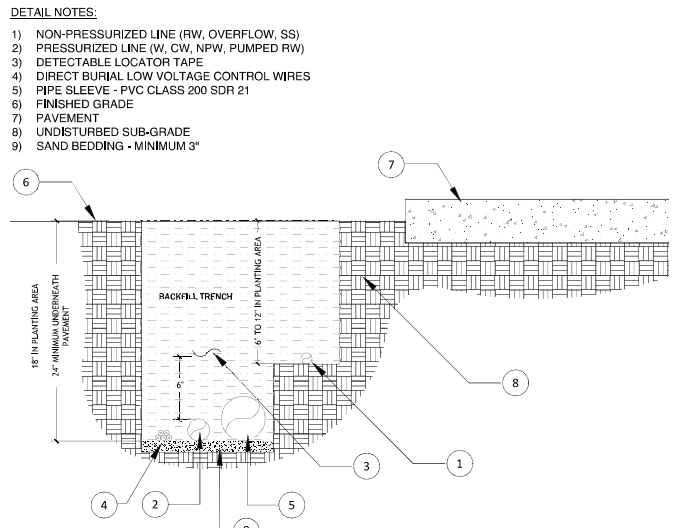
- GENERAL NOTES:**
- A. RAINWATER TANKS SHALL HAVE APPROPRIATE SIGNAGE NOTING "NON-POTABLE WATER" AND "DANGER CONFINED SPACE" ALL IN ACCORDANCE WITH CALIFORNIA PLUMBING CODE CHAPTER 16.
 - B. SIGNAGE SHALL BE UV, CHEMICAL, ABRASION AND FADE RESISTANT.

NON-POTABLE WATER

- GENERAL NOTES:**
- A. RAINWATER CONVEYANCE LINES SHALL HAVE APPROPRIATE SIGNAGE NOTING "NON-POTABLE WATER" ALL IN ACCORDANCE WITH CALIFORNIA PLUMBING CODE CHAPTER 16.
 - B. ADHESIVE PIPE MARKERS SHALL BE UV, CHEMICAL, ABRASION AND FADE RESISTANT.

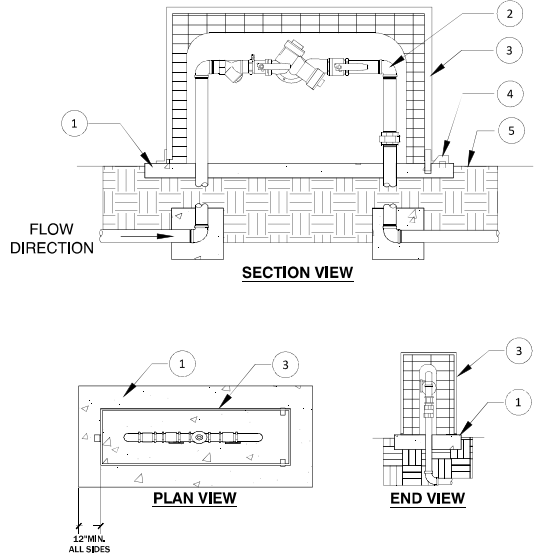
4 NON-POTABLE SIGNAGE: SYSTEM LOCATION AND TANKS (TYP.)
(N.T.S)

5 NON-POTABLE SIGNAGE - PIPE MARKER (TYP.)
(N.T.S)

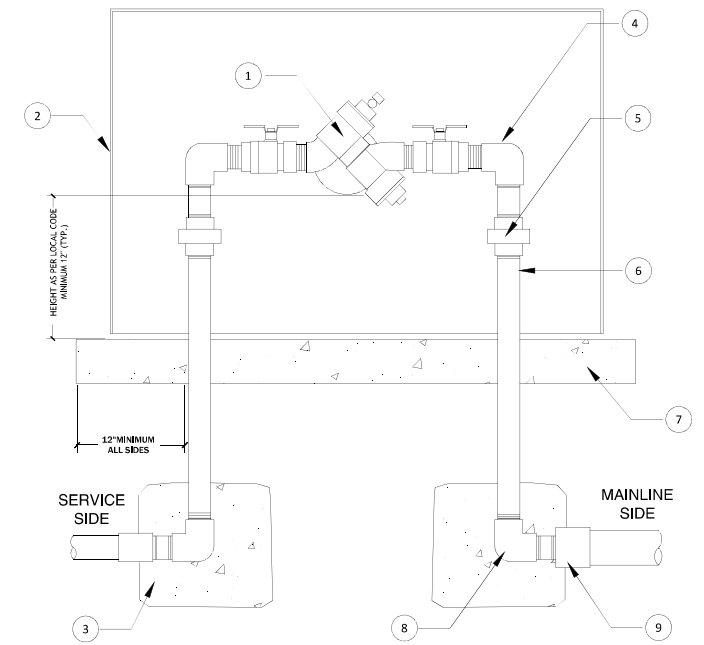


- DETAIL NOTES:**
- 1) NON-PRESSURIZED LINE (RW, OVERFLOW, SS)
 - 2) PRESSURIZED LINE (W, CW, NPW, PUMPED RW)
 - 3) DETECTABLE LOCATOR TAPE
 - 4) DIRECT BURIAL LOW VOLTAGE CONTROL WIRES
 - 5) PIPE SLEEVE - PVC CLASS 200 SDR 21
 - 6) FINISHED GRADE
 - 7) PAVEMENT
 - 8) UNDISTURBED SUB-GRADE
 - 9) SAND BEDDING - MINIMUM 3"

- GENERAL NOTES:**
- A. SEE PIPE SCHEDULE FOR SIZES AND TYPES.
 - B. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
 - C. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
 - D. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.
 - E. FOR UTILITY TRENCHES, COMPACT THE INITIAL BACKFILL USING NATIVE SOIL, TO A RELATIVE COMPACTION OF 95%.
 - F. FOR UNPAVED AREAS, COMPACT NATIVE SOIL MATERIAL TO A RELATIVE COMPACTION OF 85%.
 - G. BACKFILL TRENCH, ADJACENT TO WALKWAYS IS TO BE WITHIN 4" BELOW FINISH GRADE OF WALKING SURFACE.



- DETAIL NOTES:**
- 1) 4" THICK CONCRETE FOOTING 1" ABOVE FINISHED GRADE
 - 2) BACK FLOW PREVENTION DEVICE
 - 3) BACK FLOW CAGE
 - 4) LOCK BOX
 - 5) FINISHED GRADE
- GENERAL NOTES:**
- A. INSTALL BACK FLOW ENCLOSURE PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS.
 - B. SEE BACK FLOW PREVENTION DEVICE DETAIL FOR REFERENCE.
 - C. LOCK BOX SHALL BE LOCATED ABOVE CONCRETE FOOTING.
 - D. LOCK TO BE PROVIDED BY CONTRACTOR OR AS APPROVED BY OWNER.



- DETAIL NOTES:**
- 1) REDUCED PRESSURE BACK FLOW DEVICE AS SPECIFIED
 - 2) BACK FLOW ENCLOSURE AS SPECIFIED
 - 3) CONCRETE THRUST BLOCKS
 - 4) GALVANIZED NIPPLES AND ELL AS REQUIRED
 - 5) GALVANIZED UNIONS AT EACH SIDE
 - 6) GALVANIZED RISERS
 - 7) 4" THICK MINIMUM CONCRETE PAD
 - 8) GALVANIZED ELL AND NIPPLE, TYPICAL
 - 9) PVC COUPLER OR REDUCER AS REQUIRED, TYPICAL

- GENERAL NOTES:**
- A. PROVIDE REDUCED PRESSURE BACK FLOW PREVENTER OF ANY EXISTING WELL WATER CONNECTION TO NEW OUTLET / FIXTURE.
 - B. IN ACCORDANCE WITH CALIFORNIA PLUMBING CODE 2022 CHAPTER 15 AND 16 UNIONS TO BE PLACED AS NEEDED (LEASE OF MAINTENANCE + REPLACEMENT)
 - C. REDUCED PRESSURE BACK FLOW PREVENTER TO BE TESTED BY QUALIFIED TECHNICIAN.

6 TRENCHING (TYP.)
(N.T.S)

7 BACKFLOW PREVENTER ENCLOSURE
(N.T.S)

8 REDUCED PRESSURE BACKFLOW DEVICE
(N.T.S)



WATERSHED PROGRESSIVE
WWW.WATERSHEDPROGRESSIVE.COM
209.732.0118
CENTRAL SIERRA OFFICE
1803 MAIN STREET
GROVELAND, CALIFORNIA 95321
OJAI OFFICE
208 N. SIGNAL ST., SUITE 8
OJAI, CALIFORNIA 93023



Twain Harte Community Service District
22912 Vantage Point Dr. Twain Harte, CA 95383

REVISION	DATE
1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24
6	

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DRAWN BY: MS
REVIEW BY: NS

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SHEET NAME:

WATER REUSE DETAILS

SHEET NO.:

W6.2

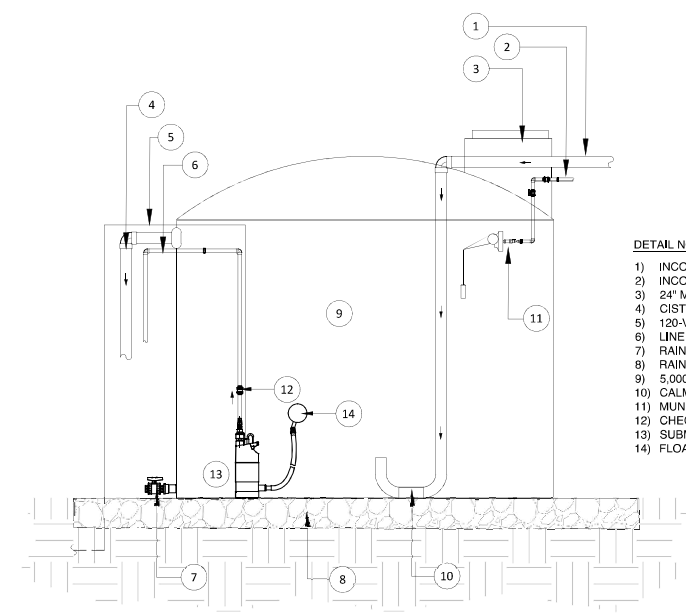
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 WWW.WATERSHEDPROGRESSIVE.COM
 209.732.0118
 CENTRAL SIERRA OFFICE
 1863 MAIN STREET
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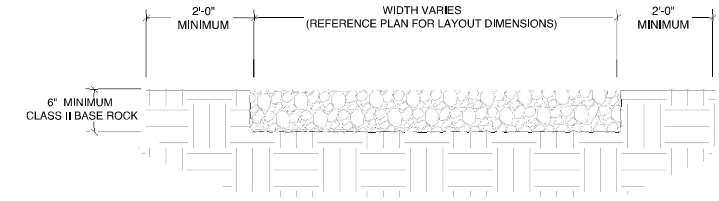


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 22912 Vantage Point Dr., Twain Harte, CA 95383



- DETAIL NOTES:**
- 1) INCOMING RAINWATER FROM F.F. ASSEMBLY
 - 2) INCOMING MAKEUP MUNICIPAL WATER
 - 3) 24" MANWAY ACCESS LID / VENTING
 - 4) CISTERN OVERFLOW W/ MOZZIE STOPPA ASSEMBLY TO BIO-SWALE.
 - 5) 120-VAC PUMP CABLE TO OUTDOOR ELECTRICAL OUTLET
 - 6) LINE TO IRRIGATION VALVE(S)
 - 7) RAINWATER CISTERN MANFOLD
 - 8) RAINWATER CISTERN GRAVEL PAD - CLASS II BASE ROCK
 - 9) 5,000-GAL. RAINWATER CISTERN
 - 10) CALMING INLET
 - 11) MUNICIPAL MAKEUP WATER ASSEMBLY
 - 12) CHECK VALVE
 - 13) SUBMERSIBLE PUMP
 - 14) FLOATING INTAKE VALVE W/ SEDIMENT SCREEN

- GENERAL NOTES:**
- A. ENSURE SUB-GRADE IS WELL COMPACTED AND LEVEL.
 - B. ENSURE CLASS II BASE ROCK - COMPACTED 95%.
 - C. REFERENCE GRADING PLAN FOR PAD DIMENSIONS & LAYOUT.
 - D. RAINWATER CISTERN PAD LAYOUT AND DIMENSIONS TO BE STAKED OUT AND VERIFIED PRIOR TO GRAVEL BASE FILL & COMPACTION.
 - E. REFERENCE TANK MANUFACTURER PAD SPECIFICATIONS AS NEEDED.



9 RAINWATER POLY TANK AT CSD SHED
 (N.T.S)

10 RAINWATER POLY TANK GRAVEL PAD
 (N.T.S)

REVISION	DATE
1 60% SUBMITTAL	06.06.24
2 100% SUBMITTAL	06.26.24
3 100% SUBMITTAL v2	07.05.24
4 100% SUBMITTAL v3	08.09.24
5 100% SUBMITTAL v4	11.15.24
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DESIGN BY: MS
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 REVIEW BY: NS

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SHEET NAME:

**WATER REUSE
 DETAILS**

SHEET NO.:

W6.3

100% DESIGN



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06D	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Introduction of Ordinance #26-02 – Setting Forth Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s:		

RECOMMENDED ACTION:

Introduce Ordinance #26-02 – Setting Forth Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act.

SUMMARY:

In 2006, the District elected to become subject to the Uniform Public Construction Cost Accounting Act (UPCCAA) by adopting Ordinance #26. The UPCCAA, set forth in California Public Contract Code Section 22000 et seq., enables agencies to perform construction projects with greater efficiency by allowing larger amounts of work to be performed by its own staff and providing simplified informal bidding procedures to perform small construction projects with contractors.

Since 2013, the UPCCAA has enabled the District to perform construction work with its own staff when the value of the work being performed is \$60,000 or less and to utilize informal bidding procedures for contracting when the value of the project is \$200,000 or less. The State Controller’s Office has increased these values, effective January 1, 2025, to \$75,000 and \$220,000, respectively. To ensure compliance with the new limits and improve project delivery, staff recommend that the Board revise its existing Ordinance to incorporate the new limits.

The Finance/Policy Committee has reviewed Ordinance #26-02 and recommend it be introduced. This item only introduces the proposed Ordinance #26-02. It will be considered for adoption at a public hearing at the Board’s next regular meeting – February 12, 2025.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Press Release – Increasing Bid Limits of UPCCAA
- Ordinance #26-02 – Setting Forth Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act.



California State Controller's Office

Malia M. Cohen

Flexibility for Public Agencies Throughout California

Press Releases

Controller Malia M. Cohen's Sponsored Bill to Increase Bid Limits for Public Construction Projects Will Improve Efficiency and Increase Flexibility for Public Agencies Throughout California

**PR24:33
9/30/2024**

**Contact: BISMARCK
OBANDO, PRESS
SECRETARY
916-201-9261
scocomm@sco.ca.gov**

SACRAMENTO — Governor Gavin Newsom has signed AB 2192 (Carrillo) into law. This measure will improve efficiency and increase flexibility for public agencies by increasing bid limits under the California Uniform Public Construction Cost Accounting Act (Act) to keep up with rising costs.

The Act was enacted in 1983 to offer agencies an efficient process for executing smaller public works projects while ensuring rigorous accounting standards for these projects. This bill increases from \$60,000 to \$75,000 the limit under which a public agency, through its own Force Account, can use its own workforce, negotiated contract, or purchase order to complete the work. It also increases from \$200,000 to \$ 220,000 the limit under which a local agency can execute a contract through an informal bidding process. The Act is a voluntary program available to all public agencies in the State, but it applies only to those public agencies that have “opted in” as prescribed by the Act. These changes keep these limits in line with increasing project costs, speeding up the award process and expediting project delivery.

“The increase of the public agency construction bid limit to \$75,000 will assist local agencies to account for the rising costs of construction and will provide them with more flexibility in the execution of public works projects that are under \$ 220,000.” stated Controller Cohen. “As the state’s chief fiscal officer, AB 2192 is a fiscally responsible measure that will reduce the time, effort, and expense associated with bidding projects that will in improves the state’s infrastructure and the quality of life for all Californians.”

According to Assemblymember Juan Carillo, “AB 2192 is a key step toward addressing California's housing shortage

while improving our public works projects statewide. The adopted changes are designed to reduce administrative burdens on public agencies by adjusting current bidding limits to reflect inflation and the rising costs of construction. This will help us promote uniformity and fairness in cost accounting standards for construction work performed or contracted. By making it easier for public agencies to build efficiently, we can increase the construction of affordable housing and infrastructure that our communities desperately need. I would like to thank Governor Newsom for his leadership and support to sign this important piece of legislation.”

“The construction industry is very thankful for both Controller Cohen’s and Assemblymember Carrillo’s efforts in passing AB 2192, which will put in place statutory updates that ensure proper oversight and implementation of the Act. The bill also increases the bid limits for compliance, which will advance the Commission’s on-going goal of attracting all public agencies in California to voluntarily opt into the Act by making the Act as appealing as possible,” stated Michelle Pickens, Executive Director of the Construction Industry Force Account Council.

"On behalf of our more than 1,000 special district members delivering local services to millions of Californians, the California Special Districts Association applauds Governor Newsom for signing AB 2192, and thanks State Controller Cohen for her leadership in sponsoring this important measure authored by Assembly Member Juan Carrillo. AB 2192 gives local agencies greater flexibility to efficiently and effectively deliver critical infrastructure projects essential to the state's housing goals. Over 400 special districts have voluntarily joined this program and, with continued improvements like those enacted by AB 2192, we are confident we can grow both the participation and the

benefits for the communities we serve,” stated Neil McCormick, Chief Executive Officer of the California Special Districts Association.

As the chief fiscal officer of California, Controller Cohen is responsible for accountability and disbursement of the state’s financial resources. The Controller has independent auditing authority over government agencies that spend state funds. She is a member of numerous financing authorities, and fiscal and financial oversight entities including the Franchise Tax Board. She also serves on the boards for the nation’s two largest public pension funds. Follow the Controller on X at [@CAController](#) and on Facebook at [California State Controller’s Office](#).

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**TWAIN HARTE COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 26-02**

**SETTING FORTH INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

WHEREAS, The Twain Harte Community Services District (“District”) elected to become subject to the Uniform Public Construction Cost Accounting Act (“UPCCAA”) procedures pursuant to Public Contract Code (“PCC”) Section 22000 et seq. on September 11, 2006, through adoption of Ordinance No. 26; and

WHEREAS, the District revised Ordinance No. 26 on August 8, 2013, and December 12, 2018, to reflect changes the State Controller’s Office made to the value limits of public projects that can be let for informal bids under the UPCCAA; and

WHEREAS, the State Controller’s Office has again revised the UPCCAA value limits for public projects that can be let for informal bids (effective January 1, 2025) and it is in the District’s best interest to adopt this Ordinance with said revised limits.

NOW, THEREFORE, the Board of Directors of the Twain Harte Community Services District do ordain as follows:

SECTION 26.1 – Addition to Ordinance Code

Ordinance 26-02 is hereby added to the Ordinance Code of the Twain Harte Community Services District (“District”) as set forth herein.

SECTION 26.2 – Findings and Purpose

It is in the public interest for the Board of Directors of the District to elect to become subject to the UPCCAA procedures adopted by the California Uniform Construction Cost Accounting Commission pursuant to PCC Section 22000 et seq. Performance of District construction and maintenance projects in accordance with these procedures will enable the District to perform said projects with its own staff and/or by contracts through informal bidding procedures when it is in the best public interest of the District to do so.

SECTION 26.3 – Informal Bidding Procedures

Public projects as defined by the UPCCAA of Two Hundred and Twenty Thousand Dollars (\$220,000) or less may be let to contract by informal procedures as set forth in PCC Section 22032 et seq.

Public projects as defined by the UPCCAA of Seventy-Five Thousand Dollars (\$75,000) or less may be performed by District employees by force account, by negotiated contract or by purchase order, as set forth in PCC Section 22032 et seq.

SECTION 26.4 – Development, Maintenance and Use of Contractors List

At the option of the General Manager, the District may develop a list of qualified contractors eligible to submit bids on informal contracts awarded by the District. The list of contractors shall be developed and maintained in accordance with the provisions of PCC Section 22034 and minimum criteria propagated from time to time by the California Uniform Public Construction Cost Accounting Commission.

If a qualified contractors list is maintained, the General Manager shall send an annual written notice to all construction trade journals designated for Tuolumne County by PCC Section 22036 inviting all licensed contractors to submit the name of their company for inclusion on the District's list of qualified bidders for the following calendar year.

The written notice shall require the contractor to provide contact information, including the name and email address to which a Notice Inviting Bids should be sent, the type of work which the contractor is interested in, the class of contractor's license held, and contractor's license number. The District may include any contractor's name it desires on the list, but the list must, at a minimum, include all contractors who have provided the District with the required information. A contractor may have its company added to the District's contractors list at any time by providing the required information.

SECTION 26.5 – Notice Inviting Informal Bids

If the District desires to perform a public project requiring informal bidding procedures pursuant to this Ordinance and/or the UPCCAA, a notice inviting informal bids shall be sent to contractors, no less than 10 calendar days before bids are due, in accordance with one or both of the following paragraphs:

1. All contractors on the District's qualified contractors list, as described in Section 26.4 of this Ordinance, who are qualified and interested in the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary.
2. All construction trade journals specified in PCC Section 22036 for Tuolumne County shall be mailed, faxed, or emailed a notice inviting informal bids, unless the product or service is proprietary.

Additional contractors and/or construction trade journals may be notified at the discretion of the General Manager.

SECTION 26.6 – Award of Contracts

The General Manager of the District is authorized to award informal contracts pursuant to this Section.

At the time provided in the notice inviting informal bids, the General Manager, or his/her designee, shall open all bids timely received and shall award a contract to the lowest

responsible bidder. If two or more bids are the same and lowest, the General Manager may choose the contractor to whom the contract is to be awarded.

If no bids are received, the General Manager may again solicit informal bids, perform the work with District employees, or negotiate an informal contract with a contractor chosen by the General Manager.

If none of the bids received are lower than two hundred twenty thousand dollars (\$220,000), a contract may still be awarded up to a maximum of two hundred thirty-five thousand dollars (\$235,000). Such awards may only be made by the Board of Directors through adoption of a resolution by a four-fifths (4/5) vote, awarding the contract to the lowest responsible bidder and finding that the District's original cost estimate was reasonable.

SECTION 26.7 – Emergencies

The District Board of Directors hereby delegates to its General Manager the power to declare a public emergency as defined in Public Contract Code Section 22035 and to accomplish repairs and/or replacements as permitted by said Section. Such work shall be performed without the benefit of informal or formal bidding and without adoption of plans, specifications or working details, provided that such repair or replacements are necessary to permit the continued conduct of the operation or services of the District or to avoid danger to life or property. The General Manager shall provide a full report on the emergency work performed at the next Board meeting, at which time the Board may confirm the existence of such public emergency by a four-fifths (4/5) vote and may take such other action necessary including but not limited to decisions as to whether the authorized work should continue without the benefit of informal or formal bidding.

SECTION 26.8 – Effective Date and Repeal of Ordinance No. 26-01

This Ordinance shall take effect and be enforced thirty (30) days from the date of its passage and no earlier than January 1, 2025. Upon the effective date of this Ordinance, Ordinance No. 26-01 shall be repealed in its entirety. Before the expiration of fifteen (15) days after this Ordinance's passage, a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in a newspaper of general circulation published in the County of Tuolumne.

ADOPTED as an Ordinance of Twain Harte Community Services District by the District's Board of Directors at a public hearing held at their regular meeting on February 12, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Eileen Mannix, Board President

ATTEST:

Kimberly Silva, Board Secretary



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06E	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #3040 – Purchasing and Expense Authorization.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt revisions to Policy #3040 – Purchasing and Expense Authorization.

SUMMARY:

Policy #3040 (Purchasing and Expense Authorization) sets forth the District’s requirements for procuring items, obtaining services and contracting for construction. Several of the limits and rules in the Policy are based on the limits established in the Uniform Public Construction Cost Accounting Act (UPCCAA), which the District is subject to through District Ordinance #26.

Since 2018, the UPCCAA has enabled the District to perform construction work with its own staff when the value of the work being performed is \$60,000 or less and to utilize informal bidding procedures for contracting when the value of the project is \$200,000 or less. The State Controller’s Office has increased these values, effective January 1, 2025, to \$75,000 and \$220,000, respectively. To ensure compliance with the new limits and improve project delivery, staff recommend that the Board revise its Policy #3040 to incorporate the new limits.

The Finance/Policy Committee has reviewed proposed revisions to Policy #3040 and recommend revisions be adopted.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #3040 – Purchasing and Expense Authorization: REDLINE VERSION
- Policy #3040 – Purchasing and Expense Authorization: CLEAN VERSION

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Purchasing and Expense Authorization
POLICY NUMBER: 3040
ADOPTED: October 17, 2006
AMENDED: 1/8/2009, 11/8/2012, 1/8/2014, 4/13/2017, 7/13/2017, 12/14/2017, 10/10/2018, 12/12/2018
LAST AMENDED: January 13, 2021

3040.10 PURPOSE

The procedures in this policy are designed to ensure that District procurement practices promote and adhere to the following:

- Applicable local, state, and federal laws/ regulations
- Best value purchasing – maximizing cost-effectiveness, quality and efficiency
- Open and free competition
- Transparency and accountability
- Operational flexibility

3040.20 PROCUREMENT TYPES

For the purposes of this policy there are three types of procurement:

- Procurement of Items
- Procurement of Services
- Procurement of Public Works Construction

Requirements for purchases related to employee/board training and travel are set forth in Policy #2083, *Training and Travel Authorization and Expense Reimbursement*.

3040.30 PURCHASING AUTHORITY

3040.31 Purchases within Adopted Budget. District staff are authorized by the Board to make expenditures within the total approved current fiscal year budget. Department Heads are responsible to monitor and control all purchases within their respective budget line items and are responsible for ensuring that all purchases remain within budget.

3040.32 Purchases in Excess of Adopted Budget. District staff are authorized by the Board to make expenditures in excess of the approved current fiscal year budget as follows:

3040.32.1 Exceeding Line Item Budget and Line Item Transfers. Department Heads are authorized to exceed line item budget amounts and/or transfer budget amounts between line items in accordance with the following:

- A. \$500 or less. Department Heads may exceed individual line item budget amounts by \$500 or less so long as the budget amount for the overall budget category is not exceeded. A budget adjustment is not required to exceed line item budget amounts in this manner.
- B. More than \$500 to \$5,000. Department Heads may exceed individual line item budget amounts by up to \$5,000 by transferring budget between line items through an internal budget adjustment. Requests for such budget adjustments must be made to the General Manager by submittal of a budget transfer form which identifies the line item to be exceeded, the amount to be transferred, and the line item from which the transfer will occur. All such budget adjustments must be approved by the General Manager before the line item budget is exceeded. In special circumstances, as determined by the General Manager, approval of a budget transfer between line items may occur after the line item budget amount has been exceeded.
- C. More than \$5,000. Transfers between budget line items in excess of \$5,000 shall first be submitted to the Board of Directors for approval.
- D. Transfers between Operational and Capital Budgets. Non-emergency transfers from Fixed Asset or approved Capital Project line items to Operation and Maintenance are not allowed unless approved by the Board of Directors.

3040.32.2 Exceeding Overall Budget - Unanticipated. The General Manager is authorized to make expenditures in excess of the total current fiscal year budget for any service of up to \$5,000, so long as a readily accessible source of revenue from reserve accounts is available. The General Manager

shall seek Board approval of the appropriate budget amendment at the following regular meeting.

3040.32.3 Exceeding Overall Budget – Emergencies. In an emergency, the General Manager, or a Department head in the absence of the General Manager, may authorize expenditures greater than \$5,000 in excess of the total current fiscal year budget, but within available reserve funding and shall seek Board approval of the appropriate budget adjustment at the following regular meeting. “Emergency” shall include, but not be limited to, breakdown of equipment or infrastructure that is critical to delivery of services such as pumps and treatment devices, fire engine motors and pumps, sewage lift station pumps. Emergency shall also include all actions necessary to establish and maintain safe conditions for the public after and during an emergency event.

3040.32.4 Exceeding Overall Budget – External Revenue Source. The General Manager is authorized to make expenditures in excess of the current fiscal year budget for projects and purchases for which the source of revenue has been identified and previously approved by the Board of Directors. The General Manager may authorize labor expenses in excess of the current fiscal year budget for fire strike team activities so long as such labor is eligible for reimbursement through existing agreements.

3040.40 PROCUREMENT OF ITEMS

3040.41 Definition. Items include all supplies, equipment, vehicles, items and materials, except for materials required for a Public Works Construction contract as defined in Section 3040.61.

3040.42 Prevailing Wages. Items are not subject to prevailing wages.

3040.43 Procurement Procedures. Items must be procured as follows:

3040.43.1 Less than \$5,000. Items of this amount (including taxes and shipping) will be awarded by the appropriate Department head based on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department head or General Manager.

No purchase order is required.

3040.43.2 \$5,000 to \$6075,000. Staff shall solicit at least three informal quotes and the Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made by the General Manager to the vendor with the lowest price, unless the General Manager determines that the vendor cannot deliver the item within an acceptable time period, provide a reasonable level of service or support, or provide an item of acceptable quality.

A purchase order is required.

3040.43.3 Greater than \$6075,000. Staff shall solicit bids through a formal Request for Bids (RFB) process with detailed item and vendor specifications. RFB's shall be sent to as many vendors as possible and shall be posted in a place accessible by all vendors. Award will be made to the vendor whose item meets the RFB specifications and is the lowest price.

~~Items less than \$75,000 may be awarded by the General Manager.~~

Items \$75,000 or greater must be awarded by the Board. The Board will award items greater than \$75,000.

A purchase order is required.

3040.50 PROCUREMENT OF SERVICES

3040.51 Definition. Services include, but are not limited to professional services (i.e. engineering, auditor, surveying, consulting, etc.), janitorial services, landscape maintenance, vehicle maintenance, *minor* repainting, and maintenance work that is routine, recurring and usual work for the preservation or protection of any publicly operated water or sewer facility for its intended purposes. Maintenance services for fire or park facilities are considered Public Works Construction. Services do not include any activity considered Public Works Construction (see definition in Section 3040.61).

3040.52 Prevailing Wages. Services are not subject to prevailing wages, except:

- The following services, when directly related to a Public Works Construction contract (defined in Section 3040.61): surveying, soil testing, modular furniture installation, and inspection covered by the Uniform Building Code.
- Facility and landscape maintenance services.

3040.53 Procurement Procedures. Services must be procured as follows:

3040.53.1 Less than \$5,000. Services of this amount will be awarded by the appropriate Department Head based on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department Head or General Manager.

No purchase order is required.

3040.53.2 \$5,000 to \$25,000. Staff shall solicit at least three informal quotations/proposals and the Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made by the General Manager to the vendor with the lowest price, unless the General Manager determines that the vendor cannot deliver the services within an acceptable time period or provide a reasonable level of service or support, or cannot provide services of acceptable quality.

A purchase order is required.

3040.53.3 \$25,000 to \$6075,000. Staff shall solicit proposals through a informal Request for Proposals (RFP) process based on qualifications, experience and a proposed scope of work. Service providers shall be selected to perform work based on best value provided to the District through a selection process approved by the General Manager and appropriate for the services requested.

The General Manager will award services and the services provider must execute the District's services agreement.

A services agreement is required.

3040.53.4 Greater than \$6075,000. Staff shall solicit proposals through a formal Request for Proposals (RFP) process based on qualifications, experience and a proposed scope of work. Service providers shall be selected to perform work based on best value provided to the District through a selection process approved by the General Manager and appropriate for the services requested.

The Board will award services and the services provider must execute the District's services agreement.

A services agreement is required.

3040.60 PROCUREMENT OF PUBLIC WORKS CONSTRUCTION AND MATERIALS

3040.61 Definition. Public Works Construction is specifically defined as “Public Project” in Section 22002(c) of the California Public Contract Code. Said definition will always supersede any description provided within this policy. Public Works Construction includes:

- Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any district owned, leased or operated facility.
- Painting or repainting of any district owned, leased or operated facility
- Purchase of construction materials needed for Public Works Construction projects.

3040.62 Prevailing Wages. All Public Works Construction projects \$1,000 and greater must adhere to state prevailing wage requirements as outlined in sections 1770-1781 of the California labor code. Pursuant to these requirements, staff must inform contractors that the project is subject to prevailing wage requirements before quotes/bids are solicited. Depending on the cost and type of work (details provided in below procurement categories), staff may also need to verify that contractors are registered with the Department of Industrial Relations before requesting bids.

3040.63 Splitting Projects. A Public Works Construction project may not be split into smaller projects for the purpose of evading prevailing wages or competitive procurement procedures herein. This includes separating procurement of materials from construction labor.

3040.64 Procurement Procedures. Public Works Construction must be procured as follows:

3040.64.1 Construction Materials. Construction materials may be procured with the procurement procedures for Items (Section 3040.43) when the total costs for the Public Works Construction project is \$~~6075~~,000 or less. When the total costs for the Public Works Construction project exceeds \$~~6075~~,000, construction materials procurement must follow the bidding requirements outlined in the Uniform Public Construction Cost Accounting Act (UPCCA), Public Contract Code Sections 22030 et seq.

3040.64.1 Less than \$1,000. Public Works Construction of this amount will be awarded by the appropriate Department Head based

on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department Head or General Manager.

No purchase order is required.

3040.64.2 \$1,000 to \$5,000. Public Works Construction of this amount will be awarded by the General Manager based on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department Head or General Manager.

A purchase order is required. Purchase orders shall include appropriate prevailing wage requirements.

3040.64.3 More than \$5,000 to \$25,000. Staff shall solicit at least three informal quotes/bids and the Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made by the General Manager to the vendor with the lowest price, unless the General Manager determines that the contractor cannot complete the project within an acceptable time period or with acceptable quality.

If the project is a maintenance project and is greater than \$15,000, staff must make sure contractors are registered with the Department of Industrial Relations before soliciting bids.

A purchase order is required. Purchase orders shall include appropriate prevailing wage requirements.

3040.64.4 More than \$25,000 to \$6075,000. Staff shall develop informal drawings and specifications and solicit at least three informal quotes/bids. Staff may work with contractors/bidders to develop drawings, specifications and scope of work to ensure best value. Specifications must clearly note that a payment bond is required. The Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made to the contractor with the lowest price, unless the General Manager determines that the contractor cannot complete the project within an acceptable time period or with acceptable quality.

Staff must make sure contractors are registered with the Department of Industrial Relations before soliciting bids.

A payment bond is required.

The General Manager will award contracts and contractors must execute the District's construction contract.

3040.64.5 More than \$6075,000 to \$200220,000. Procedures for bidding all Public Works Construction of this amount must adhere to the informal bidding requirements outlined in the Uniform Public Construction Cost Accounting Act (UPCCA), Public Contract Code Sections 22030 et seq., and Twain Harte Community Services District Ordinance No. 26-02.

Staff shall develop bid documents, plans and specifications appropriate for accurate bidding. The General Manager shall approve all such bid documents. A bid bond/cash deposit, payment bond and performance bond are required.

The General Manager will award contracts and contractors must execute the District's construction contract.

3040.64.6 Greater than \$200220,000. Procedures for bidding all Public Works Construction of this amount must adhere to the formal bidding requirements outlined in the Uniform Public Construction Cost Accounting Act (UPCCA), Public Contract Code Sections 22030 et seq.

Staff shall develop formal bid documents, plans and specifications. The Board shall adopt all such bid documents prior to bidding. A bid bond/cash deposit, payment bond and performance bond are required.

The Board will award contracts and contractors must execute the District's construction contract.

3040.70 WAIVER OF PROCUREMENT PROCEDURES

3040.71 Waiver Authority. The General Manager is authorized to waive certain procurement procedures within this policy under the following conditions:

3040.71.1 Emergency. In the event of an emergency, the General Manager, may procure items and services required to address the emergency without following the quote/bidding solicitation procedures of this policy. Procurement procedures for Public Works Construction activities may be waived when the General Manager or Board declares a public emergency in accordance to California Public Contract

Code (PCC) Section 22035 and District Ordinance #26-01, "Informal Bidding Procedures under the Uniform Construction Cost Accounting Act". Refer to the PCC and Ordinance #26 for additional requirements.

3040.71.2 Sole Source. Sole-source purchasing (purchasing from a specific vendor or a specific brand of item without a competitive process) is authorized with advance approval from the General Manager, provided that the purchase of such sole-source item(s) will: provide a longer service life, reduce the need for extensive parts inventory, reduce maintenance or servicing costs, provide a higher level of service, will reduce down time for equipment or are the only vendor offering the needed equipment, supplies or service.

3040.71.3 Cooperative Purchasing. The District may award a purchase order or contract without following the quote/bidding solicitation requirements of this policy if competitive bidding has already been conducted by another public agency (e.g. through a governmental cooperative purchasing program).

3040.71.4 Less than Three Quotes. Staff shall make every reasonable attempt to obtain three quotes when required by the procurement procedures herein. However, the General Manager may waive the requirement for three quotes under the following circumstances:

- A. Staff contacted three or more entities and did not receive quotes or proposals within 10 business days.
- B. There are not three entities capable of providing requested construction, services or items.
- C. There are not three entities capable of providing requested construction, services or items in a reasonable time frame, as determined by the General Manager.

3040.71.5 Right Not to Award. The General Manager or Board may choose to reject all bids/quotes/proposals for any reason.

3040.80 PAYMENT METHODS

3040.81 District Checks. Vendors, service providers and contractors may submit an invoice to the District requesting payment for purchases allowed under

this policy. All such invoices must include, at a minimum, an invoice number, date, purchase order number and description of purchase. Invoices shall be paid by District check within 30 days of approval by the appropriate Department Head.

Invoices shall not be approved until after items have been received, services rendered or construction completed. Staff shall make every effort to expediently review and approve invoices.

3040.82 District Credit Cards. District issued credit cards may be used within individual credit limits to pay for purchases allowed under this policy. Receipts for all credit card purchases must be submitted as soon as possible to the District office. No personal purchases are allowed on District credit cards or on a District's account with any vendor.

3040.83 Petty Cash. Petty cash may be advanced to District staff or Directors upon their request and the execution of a *petty cash request form*, to pay for purchases allowed under this policy. As soon as possible after said purchases have been made, a receipt shall be submitted to the District Finance Officer, and any remaining advanced funds shall be returned.

The maximum petty cash advance, when available in the petty cash fund, shall be \$50.00 unless specifically approved by signature of the General Manager. No personal checks shall be cashed in the petty cash fund.

A "petty cash" fund shall be maintained in the District office having a balance-on-hand maximum of \$400.00. The petty cash fund shall be included in the District's annual independent accounting audit.

3040.84 Reimbursement. District employees or Board Directors may incur "out-of-pocket" expenses, as verified by valid receipts, to pay for purchases allowed under this policy. Said "out of pocket" expenses shall be reimbursed upon request from the District's petty cash fund or a District check issued in the name of the party requesting reimbursement. In instances when a receipt is not obtainable, the requested reimbursement must be approved by the General Manager prior to remuneration.

3040.84.1 Annual Reimbursement Reporting. Per Government Code 53065.5 reimbursements of at least one hundred dollars (\$100) for each individual charge for services or product received shall be disclosed in a publicly available report. An "individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. An annual report will be compiled and made available no later than December 31st for

reimbursements made in the previous fiscal year.

3040.90 OTHER REQUIREMENTS

3040.91 Advanced Payments/Deposits. Pre-payment of purchases allowed under this policy are not allowed. Items, services and construction must be received or complete prior to payment.

Payment for construction or maintenance materials may be made upon receipt before they have been incorporated in the work.

Under unique circumstances, as determined by the General Manager, the General Manager may approve pre-payment or a deposit in an amount not to exceed 10% of the value of items, services or construction procured. The amount of said pre-payment or deposit must be reasonable and not put the District in a position of significant risk.

3040.92 Document Retention. The District shall document the results of procurement procedures and retain said documentation as required by Policy #3100, *Records Retention and Destruction*.

3040.93 Policy Violation. Employees are subject to disciplinary action up to and including termination for violation of this policy.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Purchasing and Expense Authorization
POLICY NUMBER: 3040
ADOPTED: October 17, 2006
AMENDED: 1/8/2009, 11/8/2012, 1/8/2014, 4/13/2017, 7/13/2017, 12/14/2017, 10/10/2018, 12/12/2018, 1/13/2021
LAST AMENDED: January 8, 2025

3040.10 PURPOSE

The procedures in this policy are designed to ensure that District procurement practices promote and adhere to the following:

- Applicable local, state, and federal laws/ regulations
- Best value purchasing – maximizing cost-effectiveness, quality and efficiency
- Open and free competition
- Transparency and accountability
- Operational flexibility

3040.20 PROCUREMENT TYPES

For the purposes of this policy there are three types of procurement:

- Procurement of Items
- Procurement of Services
- Procurement of Public Works Construction

Requirements for purchases related to employee/board training and travel are set forth in Policy #2083, *Training and Travel Authorization and Expense Reimbursement*.

3040.30 PURCHASING AUTHORITY

3040.31 Purchases within Adopted Budget. District staff are authorized by the Board to make expenditures within the total approved current fiscal year budget. Department Heads are responsible to monitor and control all purchases within their respective budget line items and are responsible for ensuring that all purchases remain within budget.

3040.32 Purchases in Excess of Adopted Budget. District staff are authorized by the Board to make expenditures in excess of the approved current fiscal year budget as follows:

3040.32.1 Exceeding Line Item Budget and Line Item Transfers. Department Heads are authorized to exceed line item budget amounts and/or transfer budget amounts between line items in accordance with the following:

- A. \$500 or less. Department Heads may exceed individual line item budget amounts by \$500 or less so long as the budget amount for the overall budget category is not exceeded. A budget adjustment is not required to exceed line item budget amounts in this manner.
- B. More than \$500 to \$5,000. Department Heads may exceed individual line item budget amounts by up to \$5,000 by transferring budget between line items through an internal budget adjustment. Requests for such budget adjustments must be made to the General Manager by submittal of a budget transfer form which identifies the line item to be exceeded, the amount to be transferred, and the line item from which the transfer will occur. All such budget adjustments must be approved by the General Manager before the line item budget is exceeded. In special circumstances, as determined by the General Manager, approval of a budget transfer between line items may occur after the line item budget amount has been exceeded.
- C. More than \$5,000. Transfers between budget line items in excess of \$5,000 shall first be submitted to the Board of Directors for approval.
- D. Transfers between Operational and Capital Budgets. Non-emergency transfers from Fixed Asset or approved Capital Project line items to Operation and Maintenance are not allowed unless approved by the Board of Directors.

3040.32.2 Exceeding Overall Budget - Unanticipated. The General Manager is authorized to make expenditures in excess of the total current fiscal year budget for any service of up to \$5,000, so long as a readily accessible source of revenue from reserve accounts is available. The General Manager

shall seek Board approval of the appropriate budget amendment at the following regular meeting.

3040.32.3 Exceeding Overall Budget – Emergencies. In an emergency, the General Manager, or a Department head in the absence of the General Manager, may authorize expenditures greater than \$5,000 in excess of the total current fiscal year budget, but within available reserve funding and shall seek Board approval of the appropriate budget adjustment at the following regular meeting. “Emergency” shall include, but not be limited to, breakdown of equipment or infrastructure that is critical to delivery of services such as pumps and treatment devices, fire engine motors and pumps, sewage lift station pumps. Emergency shall also include all actions necessary to establish and maintain safe conditions for the public after and during an emergency event.

3040.32.4 Exceeding Overall Budget – External Revenue Source. The General Manager is authorized to make expenditures in excess of the current fiscal year budget for projects and purchases for which the source of revenue has been identified and previously approved by the Board of Directors. The General Manager may authorize labor expenses in excess of the current fiscal year budget for fire strike team activities so long as such labor is eligible for reimbursement through existing agreements.

3040.40 PROCUREMENT OF ITEMS

3040.41 Definition. Items include all supplies, equipment, vehicles, items and materials, except for materials required for a Public Works Construction contract as defined in Section 3040.61.

3040.42 Prevailing Wages. Items are not subject to prevailing wages.

3040.43 Procurement Procedures. Items must be procured as follows:

3040.43.1 Less than \$5,000. Items of this amount (including taxes and shipping) will be awarded by the appropriate Department head based on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department head or General Manager.

No purchase order is required.

3040.43.2 \$5,000 to \$75,000. Staff shall solicit at least three informal quotes and the Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made by the General Manager to the vendor with the lowest price, unless the General Manager determines that the vendor cannot deliver the item within an acceptable time period, provide a reasonable level of service or support, or provide an item of acceptable quality.

A purchase order is required.

3040.43.3 Greater than \$75,000. Staff shall solicit bids through a formal Request for Bids (RFB) process with detailed item and vendor specifications. RFB's shall be sent to as many vendors as possible and shall be posted in a place accessible by all vendors. Award will be made to the vendor whose item meets the RFB specifications and is the lowest price.

The Board will award items greater than \$75,000.

A purchase order is required.

3040.50 PROCUREMENT OF SERVICES

3040.51 Definition. Services include, but are not limited to professional services (i.e. engineering, auditor, surveying, consulting, etc.), janitorial services, landscape maintenance, vehicle maintenance, *minor* repainting, and maintenance work that is routine, recurring and usual work for the preservation or protection of any publicly operated water or sewer facility for its intended purposes. Maintenance services for fire or park facilities are considered Public Works Construction. Services do not include any activity considered Public Works Construction (see definition in Section 3040.61).

3040.52 Prevailing Wages. Services are not subject to prevailing wages, except:

- The following services, when directly related to a Public Works Construction contract (defined in Section 3040.61): surveying, soil testing, modular furniture installation, and inspection covered by the Uniform Building Code.
- Facility and landscape maintenance services.

3040.53 Procurement Procedures. Services must be procured as follows:

3040.53.1 Less than \$5,000. Services of this amount will be awarded by the appropriate Department Head based on staff

recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department Head or General Manager.

No purchase order is required.

- 3040.53.2 \$5,000 to \$25,000.** Staff shall solicit at least three informal quotations/proposals and the Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made by the General Manager to the vendor with the lowest price, unless the General Manager determines that the vendor cannot deliver the services within an acceptable time period or provide a reasonable level of service or support, or cannot provide services of acceptable quality.

A purchase order is required.

- 3040.53.3 \$25,000 to \$75,000.** Staff shall solicit proposals through a informal Request for Proposals (RFP) process based on qualifications, experience and a proposed scope of work. Service providers shall be selected to perform work based on best value provided to the District through a selection process approved by the General Manager and appropriate for the services requested.

The General Manager will award services and the services provider must execute the District's services agreement.

A services agreement is required.

- 3040.53.4 Greater than \$75,000.** Staff shall solicit proposals through a formal Request for Proposals (RFP) process based on qualifications, experience and a proposed scope of work. Service providers shall be selected to perform work based on best value provided to the District through a selection process approved by the General Manager and appropriate for the services requested.

The Board will award services and the services provider must execute the District's services agreement.

A services agreement is required.

3040.60 PROCUREMENT OF PUBLIC WORKS CONSTRUCTION AND MATERIALS

3040.61 Definition. Public Works Construction is specifically defined as “Public Project” in Section 22002(c) of the California Public Contract Code. Said definition will always supersede any description provided within this policy. Public Works Construction includes:

- Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any district owned, leased or operated facility.
- Painting or repainting of any district owned, leased or operated facility
- Purchase of construction materials needed for Public Works Construction projects.

3040.62 Prevailing Wages. All Public Works Construction projects \$1,000 and greater must adhere to state prevailing wage requirements as outlined in sections 1770-1781 of the California labor code. Pursuant to these requirements, staff must inform contractors that the project is subject to prevailing wage requirements before quotes/bids are solicited. Depending on the cost and type of work (details provided in below procurement categories), staff may also need to verify that contractors are registered with the Department of Industrial Relations before requesting bids.

3040.63 Splitting Projects. A Public Works Construction project may not be split into smaller projects for the purpose of evading prevailing wages or competitive procurement procedures herein. This includes separating procurement of materials from construction labor.

3040.64 Procurement Procedures. Public Works Construction must be procured as follows:

3040.64.1 Construction Materials. Construction materials may be procured with the procurement procedures for Items (Section 3040.43) when the total costs for the Public Works Construction project is \$75,000 or less. When the total costs for the Public Works Construction project exceeds \$75,000, construction materials procurement must follow the bidding requirements outlined in the Uniform Public Construction Cost Accounting Act (UPCCA), Public Contract Code Sections 22030 et seq.

3040.64.1 Less than \$1,000. Public Works Construction of this amount will be awarded by the appropriate Department Head based on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department Head or General Manager.

No purchase order is required.

3040.64.2 \$1,000 to \$5,000. Public Works Construction of this amount will be awarded by the General Manager based on staff recommendation. Solicitation of three quotes is encouraged, but not required, unless specifically requested by the Department Head or General Manager.

A purchase order is required. Purchase orders shall include appropriate prevailing wage requirements.

3040.64.3 More than \$5,000 to \$25,000. Staff shall solicit at least three informal quotes/bids and the Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made by the General Manager to the vendor with the lowest price, unless the General Manager determines that the contractor cannot complete the project within an acceptable time period or with acceptable quality.

If the project is a maintenance project and is greater than \$15,000, staff must make sure contractors are registered with the Department of Industrial Relations before soliciting bids.

A purchase order is required. Purchase orders shall include appropriate prevailing wage requirements.

3040.64.4 More than \$25,000 to \$75,000. Staff shall develop informal drawings and specifications and solicit at least three informal quotes/bids. Staff may work with contractors/bidders to develop drawings, specifications and scope of work to ensure best value. Specifications must clearly note that a payment bond is required. The Department Head shall submit award recommendation to the Finance Department via a purchase requisition form. Award will be made to the contractor with the lowest price, unless the General Manager determines that the contractor cannot complete the project within an acceptable time period or with acceptable quality.

Staff must make sure contractors are registered with the Department of Industrial Relations before soliciting bids.

A payment bond is required.

The General Manager will award contracts and contractors must execute the District's construction contract.

3040.64.5 More than \$75,000 to \$220,000. Procedures for bidding all Public Works Construction of this amount must adhere to the informal bidding requirements outlined in the Uniform Public Construction Cost Accounting Act (UPCCA), Public Contract Code Sections 22030 et seq., and Twain Harte Community Services District Ordinance No. 26-02.

Staff shall develop bid documents, plans and specifications appropriate for accurate bidding. The General Manager shall approve all such bid documents. A bid bond/cash deposit, payment bond and performance bond are required.

The General Manager will award contracts and contractors must execute the District's construction contract.

3040.64.6 Greater than \$220,000. Procedures for bidding all Public Works Construction of this amount must adhere to the formal bidding requirements outlined in the Uniform Public Construction Cost Accounting Act (UPCCA), Public Contract Code Sections 22030 et seq.

Staff shall develop formal bid documents, plans and specifications. The Board shall adopt all such bid documents prior to bidding. A bid bond/cash deposit, payment bond and performance bond are required.

The Board will award contracts and contractors must execute the District's construction contract.

3040.70 WAIVER OF PROCUREMENT PROCEDURES

3040.71 Waiver Authority. The General Manager is authorized to waive certain procurement procedures within this policy under the following conditions:

3040.71.1 Emergency. In the event of an emergency, the General Manager, may procure items and services required to address the emergency without following the quote/bidding solicitation procedures of this policy. Procurement procedures for Public Works Construction activities may be waived when the General Manager or Board declares a public emergency in accordance to California Public Contract Code (PCC) Section 22035 and District Ordinance #26-01, "Informal Bidding Procedures under the Uniform Construction Cost Accounting Act". Refer to the PCC and Ordinance #26 for additional requirements.

3040.71.2 Sole Source. Sole-source purchasing (purchasing from a specific vendor or a specific brand of item without a competitive process) is authorized with advance approval from the General Manager, provided that the purchase of such sole-source item(s) will: provide a longer service life, reduce the need for extensive parts inventory, reduce maintenance or servicing costs, provide a higher level of service, will reduce down time for equipment or are the only vendor offering the needed equipment, supplies or service.

3040.71.3 Cooperative Purchasing. The District may award a purchase order or contract without following the quote/bidding solicitation requirements of this policy if competitive bidding has already been conducted by another public agency (e.g. through a governmental cooperative purchasing program).

3040.71.4 Less than Three Quotes. Staff shall make every reasonable attempt to obtain three quotes when required by the procurement procedures herein. However, the General Manager may waive the requirement for three quotes under the following circumstances:

- A. Staff contacted three or more entities and did not receive quotes or proposals within 10 business days.
- B. There are not three entities capable of providing requested construction, services or items.
- C. There are not three entities capable of providing requested construction, services or items in a reasonable time frame, as determined by the General Manager.

3040.71.5 Right Not to Award. The General Manager or Board may choose to reject all bids/quotes/proposals for any reason.

3040.80 PAYMENT METHODS

3040.81 District Checks. Vendors, service providers and contractors may submit an invoice to the District requesting payment for purchases allowed under this policy. All such invoices must include, at a minimum, an invoice number, date, purchase order number and description of purchase. Invoices shall be paid by District check within 30 days of approval by the appropriate Department Head.

Invoices shall not be approved until after items have been received, services rendered or construction completed. Staff shall make every effort to expediently review and approve invoices.

3040.82 District Credit Cards. District issued credit cards may be used within individual credit limits to pay for purchases allowed under this policy. Receipts for all credit card purchases must be submitted as soon as possible to the District office. No personal purchases are allowed on District credit cards or on a District's account with any vendor.

3040.83 Petty Cash. Petty cash may be advanced to District staff or Directors upon their request and the execution of a *petty cash request form*, to pay for purchases allowed under this policy. As soon as possible after said purchases have been made, a receipt shall be submitted to the District Finance Officer, and any remaining advanced funds shall be returned.

The maximum petty cash advance, when available in the petty cash fund, shall be \$50.00 unless specifically approved by signature of the General Manager. No personal checks shall be cashed in the petty cash fund.

A "petty cash" fund shall be maintained in the District office having a balance-on-hand maximum of \$400.00. The petty cash fund shall be included in the District's annual independent accounting audit.

3040.84 Reimbursement. District employees or Board Directors may incur "out-of-pocket" expenses, as verified by valid receipts, to pay for purchases allowed under this policy. Said "out of pocket" expenses shall be reimbursed upon request from the District's petty cash fund or a District check issued in the name of the party requesting reimbursement. In instances when a receipt is not obtainable, the requested reimbursement must be approved by the General Manager prior to remuneration.

3040.84.1 Annual Reimbursement Reporting. Per Government Code 53065.5 reimbursements of at least one hundred dollars (\$100) for each individual charge for services or product received shall be disclosed in a publicly available report. An "individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. An annual report will be compiled and made available no later than December 31st for reimbursements made in the previous fiscal year.

3040.90 OTHER REQUIREMENTS

3040.91 Advanced Payments/Deposits. Pre-payment of purchases allowed under this policy are not allowed. Items, services and construction must be received or complete prior to payment.

Payment for construction or maintenance materials may be made upon receipt before they have been incorporated in the work.

Under unique circumstances, as determined by the General Manager, the General Manager may approve pre-payment or a deposit in an amount not to exceed 10% of the value of items, services or construction procured. The amount of said pre-payment or deposit must be reasonable and not put the District in a position of significant risk.

3040.92 Document Retention. The District shall document the results of procurement procedures and retain said documentation as required by Policy #3100, *Records Retention and Destruction*.

3040.93 Policy Violation. Employees are subject to disciplinary action up to and including termination for violation of this policy.



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06F	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Annual Review of Policy #4010 – General Duties of the Board of Directors		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Accept the annual review of Policy #4010 – General Duties of the Board of Directors.

SUMMARY:

Section 4010.40 of District Policy #4010 (General Duties of the Board of Directors) requires the Board to perform an annual review of the Policy for refresher training and self-evaluation. The Board's Finance/Policy Committee reviewed the Policy and recommends that no changes be made at this time.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #4010 – General Duties of the Board of Directors

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: General Duties of the Board of Directors
POLICY NUMBER: 4010
ADOPTED: September 17, 1996
AMENDED: April 14, 2011
LAST AMENDED: September 15, 2021

4010.10 PURPOSE

The Board of Directors serves as the governing body for the District. This policy sets forth some of the general duties required of the Board of Directors in carrying out governance of the District.

4010.20 CORPORATE DUTIES

As a corporate governing body, the Board of Directors are responsible to:

1. Establish the District's mission, vision and strategic objectives.
2. Formulate, adopt and review policies and ordinances that govern the operations of the District.
3. Conduct District business for the public benefit in an ethical and transparent manner, abiding by the requirements of the Ralph M. Brown Act, conflict of interest laws, and ethics laws.
4. Appoint a General Manager to implement the District's policies, carry out the District's mission and accomplish strategic objectives.
5. Review and adopt an annual budget that is fiscally responsible and provides sufficient resources to accomplish the District's mission.
6. Monitor the District's financial condition and plan for long term financial sustainability.

4010.30 INDIVIDUAL DUTIES

Individual Directors are responsible to:

1. Exercise independent judgment on behalf of the interests of the entire District,

including residents, property owners, and the public as a whole.

2. Engage with the community to best understand needs and assist in building positive community relations.
3. Represent the District at public and agency meetings and gatherings.
4. Keep the General Manager informed of community reaction to the District's services.
5. Attend regular, special and emergency meetings of the Board of Directors and any assigned committee meetings of the Board of Directors.
6. Prepare themselves to effectively discuss agenda items at meetings of the Board of Directors and to seek any needed information from the General Manager.
7. Study methods of improving District services and attend training classes to build knowledge and improve performance as a Director.

4030.40 ANNUAL REVIEW

The Board of Directors shall review this policy annually for the purposes of refresher training and self-evaluation.



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06G	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Annual Review of Policy #4030 – Code of Ethics and Conduct		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Accept the annual review of Policy #4030 – Code of Ethics and Conduct.

SUMMARY:

Section 4030.30 of District Policy #4030 (Code of Ethics and Conduct) requires the Board to perform an annual review of the Policy for refresher training and self-evaluation. The Board’s Finance/Policy Committee reviewed the Policy and recommends that no changes be made at this time.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #4030 – Code of Ethics and Conduct

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Code of Ethics and Conduct
POLICY NUMBER: 4030
ADOPTED: September 17, 1996
AMENDED: 3/10/2011, 3/12/2015
LAST AMENDED: September 15, 2021

4030.10 PURPOSE

The Board of Directors of the Twain Harte Community Services District is committed to providing excellence in legislative leadership to its constituents. This policy sets forth requirements for the Board of Directors to ensure that their service to the public and staff is conducted in a professional, reliable, responsible, and transparent manner.

4030.20 PRACTICES AND VALUES

The Board of Directors shall be committed to the following practices and values:

1. At all times, conduct yourself with courtesy and respect toward other Directors, staff, agencies and members of the public.
2. Always consider the District's mission, vision, and values when evaluating and making decisions.
3. Act with independent judgment for the good of the District as a whole.
4. Focus on policy creation rather than policy implementation.
5. Maintain an open mind, looking to learn from others. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions.
6. In meetings, be present and listen attentively to the public, staff and other Directors.
7. Always provide opportunity for all members of the public to take part in District decision-making.
8. Respect and follow the rules and procedure set forth in the Board Meeting Conduct Policy.

9. Once the Board of Directors makes a collective action, commit to supporting the decision even if you voted against it.
10. Understand that it takes a quorum to act on behalf of the District - no Director can act on behalf of the District by himself or herself.
11. Seek the knowledge, skills and information needed to improve decision-making:
 - A. Refer requests for information items to the appropriate department head or General Manager to obtain information needed to supplement, upgrade, or enhance their knowledge.
 - B. Refer requests for clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming directly to the General Manager.
 - C. Request attendance of applicable training courses by contacting the Board President and General Manager.
12. Report concerns and other important information to staff in a timely manner.
 - A. Report concerns related to safety or hazards directly to the General Manager or appropriate department head. Emergency situations should be dealt with immediately by seeking appropriate assistance.
 - B. Report community concerns to the General Manager or appropriate department head.
13. Respect the chain of command.
 - A. Direct all concerns regarding District operations and staff to the General Manager.
 - B. When presented with inquiries from District staff, direct such inquiries to the General Manager.
14. Respond to constituent requests in a courteous, professional, positive and timely manner; routing questions through the appropriate channels and to the responsible management personnel.

4030.30 ANNUAL REVIEW

The Board of Directors shall review this policy annually for the purposes of refresher training and self-evaluation.



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06H	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Discussion to welcome and provide Board-led orientation to new Board member.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

The District's onboarding process for new Board Directors includes an informational orientation and tour conducted by the General Manager and staff. In 2022, the Board discussed the potential of also including the entire Board in the new Board Director orientation process. The goal of this addition is for existing Directors to welcome new Directors to the Board and to share experiential knowledge of how the Board works together to best serve District customers.

The following questions are provided to help guide this Board-led orientation and discussion:

1. What is our role as a collective Board and why is it important to operate as a team?
2. What is our role as individual Board members?
3. What is our mission and why?
4. What do we value as a Board?
5. What happens if we do not do a good job?
6. How do we want to be perceived as a board and as an agency?
7. What legacy do we want to leave behind?

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- None.



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	061	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Annual Board self-evaluation of performance and identification of improvement opportunities.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.1</u>		

RECOMMENDED ACTION:

None.

SUMMARY:

The District Board evaluates its performance each year to identify opportunities to continually improve. This self-evaluation enables Board members to express satisfaction or dissatisfaction with areas of performance and to present ideas that will help the Board work more effectively, transparently and efficiently with each other, staff, and the public. The goal of the evaluation is to better achieve the District's mission:

To provide quality and efficient services to our community in a professional, reliable, and fiscally responsible manner.

The attached Board Effectiveness self-evaluation survey is designed to identify areas of growth, celebrate areas of excellence, and spur discussion about overall Board performance.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Board Effectiveness Survey

ASSESSING GOVERNING BOARD EFFECTIVENESS

This survey was developed by Len Wood & Associates to help assess the effectiveness of the governing body and its relationship with staff. Please address each statement by allocating points on the answer grid as follows:

"0" if you feel the statement is very true.

"1" if you feel the statement is somewhat true.

"2" if you feel the statement is somewhat untrue.

"3" if you feel the statement is very untrue.

Do not spend too much time on any statement. Your first reaction is usually best. Answer the way things are - not the way you would like them to be.

ISSUE	POINTS
1. Board meetings start on time.	<input type="checkbox"/>
2. All board members feel free to express their opinions.	<input type="checkbox"/>
3. All members are contributing members of the board team.	<input type="checkbox"/>
4. The elected body does not attempt to micro-manage.	<input type="checkbox"/>
5. While they may not like some of the decisions, people perceive the board as fair.	<input type="checkbox"/>
6. Staff provides a recommendation on every issue no matter how controversial.	<input type="checkbox"/>
7. The board has an overall vision for the community.	<input type="checkbox"/>
8. The chair keeps audience members informed of board issues and actions	<input type="checkbox"/>
9. Our board gets things done.	<input type="checkbox"/>

ISSUE

POINTS

- 10. There is agreement on who is ultimately responsible for putting items on and/or removing them from the agenda.
- 11. Members feel free to critique each other's positions on issues.
- 12. The board works well as a team.
- 13. Our board does not engage in solution "reengineering" at meetings.
- 14. Board members avoid berating members of the audience; even if provoked.
- 15. The board conducts timely and meaningful evaluations of the manager's performance.
- 16. The board has developed its own mission or goal statement.
- 17. The chairperson prevents dominating board members from having a disproportionate influence.
- 18. The board does not get stalemated over the process or procedures.
- 19. The board does not spend too much time modifying or correcting the minutes at meetings.
- 20. Civilized disagreement is a board strength.
- 21. Team members actively listen to each other.
- 22. Staff does not get overly involved in policy decisions.
- 23. Meaningful public participation is encouraged.
- 24. Staff does not filter the information it passes on to the board.
- 25. Members know what the board's top five goals are.

ISSUE

POINTS

- 26. The chairperson protects board members from audience or colleague attacks.
- 27. The board made significant progress on its top goals last year.
- 28. Operating rules and procedures are known by all board members.
- 29. "Baggage" from one argument is not carried to the next.
- 30. While board members may have positions, minds are not made up before meetings.
- 31. Individual board members do not try to influence personnel decisions.
- 32. Board members keep the audience informed of each item, the issue, the background and possible decisions.
- 33. Staff follows through as promised.
- 34. Day-to-day decisions are consistent with the board's overall goals.
- 35. The chairperson prevents premature rejection of new thoughts without a fair evaluation.
- 36. Board members do their homework before meetings.
- 37. The agenda packet is "user friendly."
- 38. Decisions are usually made only after each member has has hes/her say.
- 39. Members are open with each other.

ISSUE

POINTS

- 40. Board members adequately communicate goals and philosophies to staff.
- 41. Members of the audience do not feel intimidated when appearing before the board.
- 42. Openness and trust exists between the board and staff.
- 43. The board develops an annual work program with clear objectives.
- 44. The chairperson does not unfairly use the powers of the position to win a point or argument.
- 45. The board is not reluctant to make an important, yet controversial decision.
- 46. Staff provides all the significant alternatives in their staff reports.
- 47. Members know how to keep conflict from becoming destructive.
- 48. The board does not operate as an exclusive country club.
- 49. The board is not complacent about its oversight responsibilities.
- 50. Board members take care to observe the appearance as well as the principle of impartiality.
- 51. The board and staff do not surprise each other at meetings.
- 52. Our priorities do not change too often.
- 53. In our meetings, the discussion rarely drifts off the subject.
- 54. The board is adept at identifying and exploiting opportunities.

ASSESSING GOVERNING BOARD EFFECTIVENESS

Record your answers here.

	A	B	C	D	E	F	G	H	I
1	<input type="text"/>	2	<input type="text"/>	3	<input type="text"/>	4	<input type="text"/>	5	<input type="text"/>
10	<input type="text"/>	11	<input type="text"/>	12	<input type="text"/>	13	<input type="text"/>	14	<input type="text"/>
19	<input type="text"/>	20	<input type="text"/>	21	<input type="text"/>	22	<input type="text"/>	23	<input type="text"/>
28	<input type="text"/>	29	<input type="text"/>	30	<input type="text"/>	31	<input type="text"/>	32	<input type="text"/>
37	<input type="text"/>	38	<input type="text"/>	39	<input type="text"/>	40	<input type="text"/>	41	<input type="text"/>
46	<input type="text"/>	47	<input type="text"/>	48	<input type="text"/>	49	<input type="text"/>	50	<input type="text"/>

TOTALS

A	<input type="text"/>	B	<input type="text"/>	C	<input type="text"/>	D	<input type="text"/>	E	<input type="text"/>	F	<input type="text"/>	G	<input type="text"/>	H	<input type="text"/>	I	<input type="text"/>
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Total Points:

ASSESSING GOVERNING BOARD EFFECTIVENESS

	<u>Points</u>	<u>Rank</u>
A. A Supportive Framework	<input type="text"/>	<input type="text"/>
B. Conflict Management Process	<input type="text"/>	<input type="text"/>
C. Teamwork	<input type="text"/>	<input type="text"/>
D. Roles	<input type="text"/>	<input type="text"/>
E. Community Rapport	<input type="text"/>	<input type="text"/>
F. Staff Relationships	<input type="text"/>	<input type="text"/>
G. Clear Sense of Purpose	<input type="text"/>	<input type="text"/>
H. Chairperson Leadership	<input type="text"/>	<input type="text"/>
I. Productivity	<input type="text"/>	<input type="text"/>



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	06J	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Discussion regarding update of the District's Strategic Plan		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Provide direction to staff regarding the process and timing of updating the District's strategic plan.

SUMMARY:

The Board adopted its current Strategic Plan in 2019. The Plan is designed to provide the District's Board and staff with clear direction for approximately five years. The current Plan has been reviewed semi-annually and amended as needed. District staff have accomplished most of the strategic objectives in the Plan and recommends that it be updated before the end of the current fiscal year.

This item is for Board and staff to discuss the most effective process of updating the Strategic Plan, including timing. The process for the last Strategic Plan update included the following:

1. Board, Staff and Community Survey
 - Requests input from all parties about District direction (see attached example)
 - Best if advertised for 3-4 weeks
2. Board Planning Workshop #1 – Mission, Vision, Values
 - Board establishes or confirms mission, vision and values
 - 1-day workshop with Board and management staff
3. Board Planning Workshop #2 – Strategic Focus Areas
 - Board and management evaluate strengths, weaknesses, opportunities and gaps
 - Board establishes primary strategic focus areas for next 5 years
 - 1-day workshop, typically the day after Workshop #1
4. Staff Planning Workshops – Strategic Objectives Development
 - Staff develops specific objectives for each of the Board's Strategic Focus Areas
 - Typically takes 4-6 weeks to complete
5. Board Planning Workshop #3 – Finalize Strategic Objectives
 - 1-day workshop to evaluate staff objectives and finalize

The Strategic Plan can be finalized and adopted within about a month after the final workshop.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Board, Staff, Community Strategic Plan Survey (from 2019)

Board/Staff Strategic Plan Update Survey

Your Opinion Counts

It is time to update our Strategic Plan, which will set the course and focus of Twain Harte CSD for the next 5 years. Please give us your opinion of how we're doing and where we can improve.

BEFORE TAKING THE SURVEY, PLEASE READ THE FOLLOWING:

Our Mission

To provide quality and efficient services to our community in a professional, reliable and fiscally responsible manner.

Our Vision

To be recognized at the local, regional and state levels as leaders in providing excellent water, sewer, recreation and fire protection services through sustainable future planning, superior customer service and strong community involvement.

Our Goals & Achievements

Click [HERE](#) to see our strategic goals and what we've done in the last 5 years to move toward those goals.

***1. In general, are we accomplishing our mission?**

MISSION: To provide quality and efficient services to our community in a professional, reliable and fiscally responsible manner.

- Yes
- No
- I'm not sure

2. Which part(s) of our mission are we not accomplishing well?

ANSWER ONLY IF YOU RESPONDED NO TO QUESTION #1

- Quality Services
- Efficient Services
- Professional
- Reliable
- Fiscally Responsible
- THCS D is accomplishing all of these

3. Which part(s) of our mission are we accomplishing well?

ANSWER ONLY IF YOU RESPONDED YES TO QUESTION #1

- Quality Services
- Efficient Services
- Professional
- Reliable
- Fiscally Responsible
- THCS D is not accomplishing any of these

***4. Do you believe we have been moving toward its vision over the last 5 years?**

VISION: To be recognized at the local, regional and state levels as leaders in providing excellent water, sewer, recreation and fire protection services through sustainable future planning, superior customer service and strong community involvement.

- Yes
- No
- Other (please specify)

5. Please explain why you do not believe we have been moving toward its vision.

ANSWER ONLY IF YOU RESPONDED NO TO QUESTION #5

6. What are we doing well?

7. How can we improve what we are already doing?

8. Are there any current or upcoming opportunities the we should pursue? If yes, please list them.

9. What do you think our main focus should be over the next 5 years?

10. What should we be doing that we are not currently doing?

Help Set the Direction of Twain Harte CSD

Your Opinion Counts

It is time to update our Strategic Plan, which will set the course and focus of Twain Harte CSD for the next 5 years. Please give us your opinion of how we're doing and where we can improve.

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Our Goals & Achievements

Click [HERE](#) to see our strategic goals and what we've done in the last 5 years to move toward those goals.

***1. Do you live within the Twain Harte CSD (THCSD) district boundary?**

Hint: Answer YES if you get a monthly water bill from Twain Harte CSD and NO if you do not.

- Yes
- No

2. If you do not live within the THCS D boundary, how have you been involved with THCS D?

ANSWER ONLY IF YOU RESPONDED NO TO QUESTION #1

***3. In general, is THCS D accomplishing its mission?**

MISSION: To provide quality and efficient services to our community in a professional, reliable and fiscally responsible manner.

- Yes
- No
- I'm not sure

4. Which part of its mission is THCS D not accomplishing?

ANSWER ONLY IF YOU RESPONDED NO TO QUESTION #3

- Quality Services
- Efficient Services
- Professiona
- Reliable
- Fiscally Responsible
- THCS D is accomplishing all of these

***5. Do you believe THCS D has been moving toward its vision over the last 5 years?**

VISION: To be recognized at the local, regional and state levels as leaders in providing excellent water, sewer, recreation and fire protection services through sustainable future planning, superior customer service and strong community involvement.

- Yes
- No
- I'm not sure

6. Please explain why you do not believe THCS D has been moving toward its vision.

ANSWER ONLY IF YOU RESPONDED NO TO QUESTION #5

7. What is THCS D doing well?

8. How could THCS D improve?

9. Are there any services you would like THCS D to provide that it does not currently provide?

10. What do you think THCS D's main focus should be over the next 5 years?



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	07A	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	President and Board member reports.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item provides an opportunity for individual Board members to provide a verbal report of District-related activities undertaken in the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

None.



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	07B	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Fire Chief's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Fire Chief regarding general operations of the District's Fire Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Fire Operations Report
- CERT Monthly Newsletter

December 2024 Operations Report Fire Division



A grayscale photograph of a firefighter in full gear, including a helmet and heavy jacket, standing next to a fire truck ladder. The firefighter is looking upwards. The background shows the side of a fire truck and some trees in the distance.

December Staffing
Full-Time Captains-3

Seasonal Engineer-1

Relief Captains-5

Reserve Firefighters-5

Intern Firefighters-9



The Twain Harte Fire Department (THFD) is thrilled to celebrate the graduation of our four newest Intern Firefighters from the Columbia College Fire Academy! Completing this rigorous program is a significant achievement, and it marks the beginning of an exciting journey in the fire service.

Pictured (left to right) are Charles Kjeldgaard, Lucas Stifter, Ethan Rowe, and Mason Jones. These individuals have demonstrated dedication, hard work, and a strong commitment to serving our community. We proudly welcome them to the Twain Harte Fire family and look forward to their growth and contributions as they step into their roles.



Fire inspections



All shifts have completed the annual Group R fire inspections, covering three commercial residential occupancy units. Group R occupancies, as defined by the California Building Code (CBC) and the International Building Code (IBC), include buildings or portions of buildings used for sleeping purposes by individuals who are primarily permanent residents. This category encompasses various residential uses, such as apartments, hotels, motels, boarding houses, and other structures. These inspections are critical to ensuring the safety of occupants by identifying and mitigating fire hazards, verifying compliance with fire codes, and maintaining the integrity of fire protection systems.



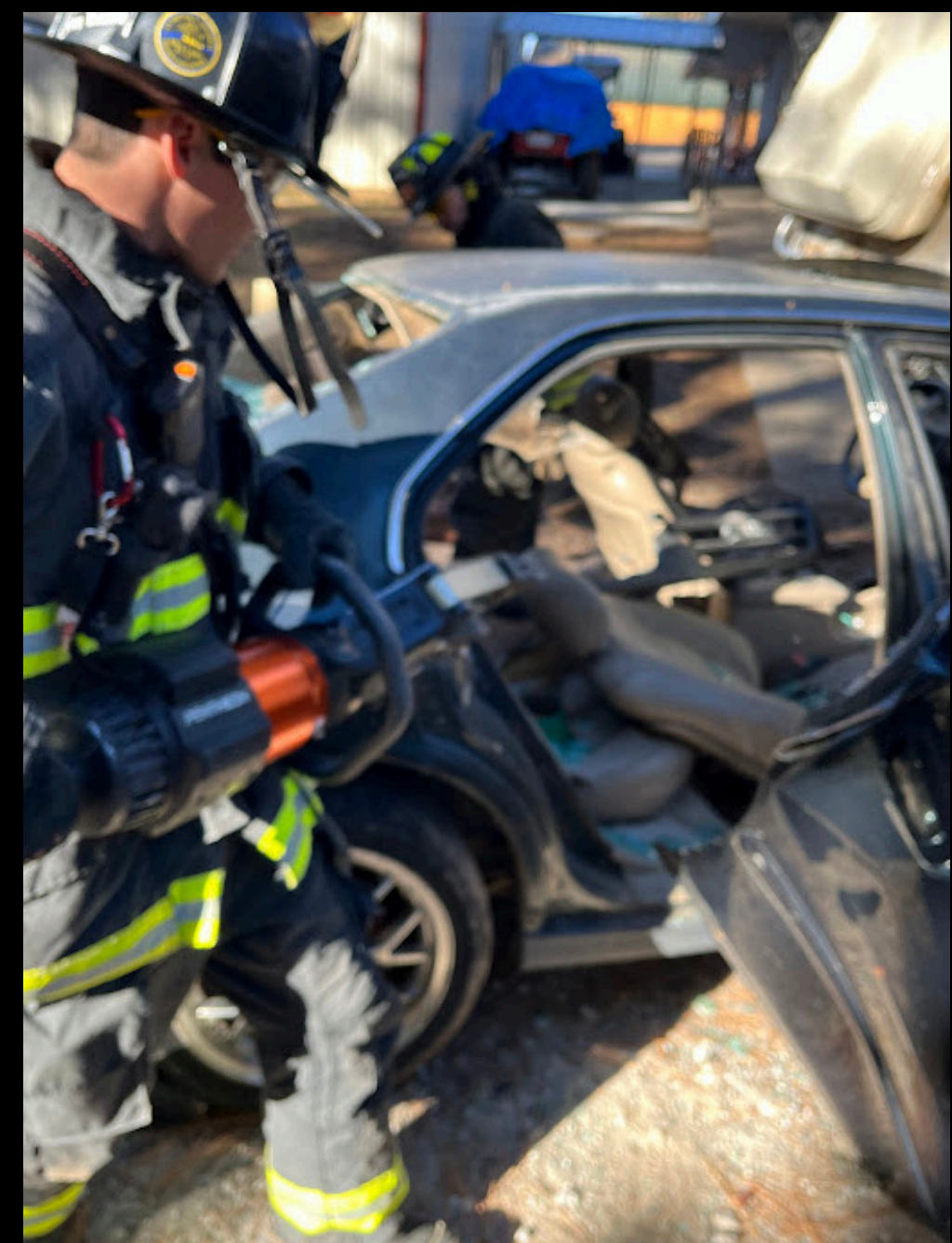
December Awards



The Twain Harte Fire Department is proud to recognize two outstanding leaders for their exceptional contributions in 2024. Fire Captain Ernie Dixon has been named the 2024 Firefighter of the Year, a distinguished honor celebrating his unwavering dedication, exemplary leadership, and commitment to the department's mission of protecting the community. Captain Dixon's tireless efforts, professionalism, and positive influence on his peers have set a high standard for excellence within the department.

In addition, Fire Captain Albert Desrosiers has been awarded the 2024 Paul Waite Memorial Award, a tribute to his extraordinary dedication, passion for service, and significant contributions to the team. Captain Desrosiers is well-known for his commitment to EMS training and expertise in single resource assignments, which have played a vital role in enhancing the department's capabilities and preparedness. Captains Dixon and Desrosiers were nominated for these prestigious awards as a testament to their hard work, leadership, and unwavering dedication to the Twain Harte Fire Department. Their achievements reflect the highest standards of professionalism and service that define THFD and inspire their colleagues to strive for excellence.

December Training Hours-190



December responses-37



In December, THFD crews actively responded to a variety of storm-related incidents. These included addressing downed trees, powerlines, trees falling onto vehicles, and other emergencies caused by severe weather conditions.



Facilities



All shifts have been working hard on the new sauna room. Captain Slater will complete the finishing touches in mid-January.



Facilities



Captain Slater's crew worked on fixing gutters at the fire station. The gutters needed extensive repairs that were not covered by the company's lifetime guarantee.



December 2024 Incidents by Type



EMS Incidents-20



Fires-2



Public Service Assist-3



Emergency Standby-6



Incident Response by Districts

December 2024



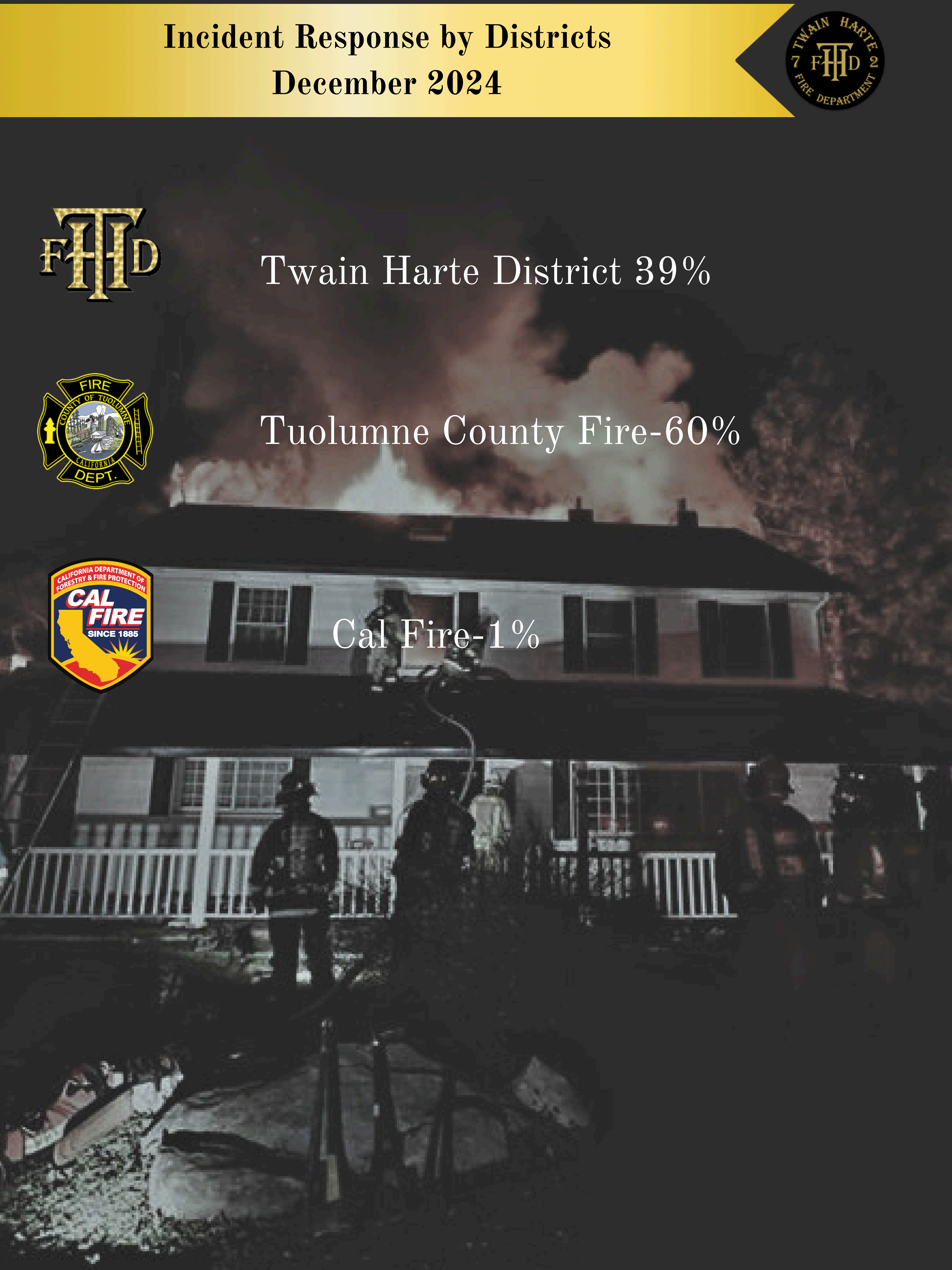
Twain Harte District 39%



Tuolumne County Fire-60%



Cal Fire-1%





Merry Christmas
From THFD



COMMUNITY EMERGENCY RESPONSE TEAM

SERVING OUR COMMUNITY

MONTHLY UPDATE

December 2024

PIO: Mary Schreiner
Editor: Casey Headrick
Proofreader: Lise Lemonnier

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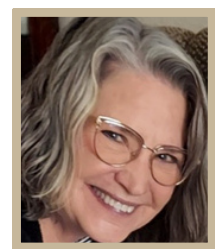
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Santa's workshop in Twain Harte

NOTES FROM THE PROGRAM MANAGER

by Carol Hallett



December brings a refreshing change in weather as cool breezes and crisp air awaken the senses invigorating both body and spirit. The potential for rain adds to the ambiance and many of us find ourselves hoping for the enchanting allure of snow which transforms the landscape and adds a magical touch to the season. This time of year also signifies the arrival of sweater weather—a cozy comfort that I truly enjoy as it invites us to wrap ourselves in warmth while sipping hot beverages.

The holidays create a special atmosphere filled with family gatherings where laughter and love abound, delicious dinners that tantalize the taste buds, and the joy of giving presents all of which warm the heart and foster a sense of togetherness.

During this month, the team has actively engaged with each event that was requested. You will read about the leak on Golf Club, the return of the Winter Wonderland Parade in Twain Harte, Honoring a Volunteer, and a wonderful recipe that you must make... it is scrumptious.

From decorating the tree to singing carols, every moment is infused with joy and celebration reminding us of the importance of connection and the simple pleasures that December offers.

As we approach the new year, there is a strong sense of excitement about the opportunities that lie ahead. The year 2025 promises to be a busy time for THA-CERT as we engage in various community activities. This involvement will not only strengthen local bonds but also create a positive impact on those we serve. By working together, we can explore new ideas and initiatives that benefit everyone. The anticipation for what is to come fills us with hope and determination to make a difference in our community.

We hope you enjoy this month's issue. Our goal is to provide information to the community, focusing on preparedness, safety, and health. If you have a suggestion for future articles, please contact twainhartecert@gmail.com for consideration of the topic by the board.

THCSD GENERAL MANAGER REPORT

by Tom Trott, THCSD General Manager



GM REPORT

December 11, 2024



ADMIN ACTIVITIES

- FY 24-25 Mid-Year Budget Adjustment
- Administrative Services Cross Training
- Administrative Services Staffing Analysis
- Evaluation of Check Processing Services
- 24/7 Receptionist Services Exploration
- TH Meadows Christmas Tree Options
- Fire Training Parking Lot Redesign and Rebid

MEETINGS OF INTEREST

- 11/14 TH School Stormwater Redesign
- 11/27 County Planning Coordination Meeting
- 12/4 TH Meadows State Parks Site Visit
- 12/5 TH Meadows Christmas Tree Planning
- 12/10 New Board Member Orientation/Tour

CAPITAL PROJECTS

Twain Harte Meadows Park

Budget: \$3,000,000

Majority of Project work is complete. Punch list items will continue through mid-winter. Due to transplanting issues, the Christmas Tree is delayed until 2025.

Tennis/Pickleball Court Improvements

Budget: \$310,000

Pickleball improvements are complete. Contracting for materials and services to convert the tennis courts to a hybrid clay surface is underway. Construction is anticipated in spring 2025.

SCADA System Improvements

Budget: \$465,000

This Project will provide remote monitoring and control of the District's water treatment plant, pump stations, tanks and sewer lift stations. Design is anticipated to begin in early 2025.

Fire Training Parking Lot

Budget: \$331,000

Construction bids were rejected for this grant-funded project that includes permeable parking, bioswales and rainwater capture to fix drainage issues and provide more parking. Cost-saving revisions to design are complete and the project has been rebid.

Motor Control Center (MCC) Replacement

Budget: \$310,000

Construction to replace the MCC at the District's Water Treatment Plant is complete.

PLANNING PROJECTS

5-Year Sewer System Improvements

Budget: \$4,500,00

While pursuing grants, staff is evaluating if it can phase its large Twain Harte Sewerline Project with smaller, more cost-effective CIPP relining projects to start repairing high risk sewer lines this year.

FUNDING OPPORTUNITIES

SRF / BUDGET EARMARK - \$4.5M

TH Sewerline Project / Award: Winter 2024

SRF / BUDGET EARMARK - \$6.55M

Sherwood Forest Water / Award: Winter 2024

TECHNICAL ASSISTANCE GRANT - \$24,000

Median Household Income Survey / AWARDED

PROP 1 STORMWATER GRANT - \$340,000

Fire Training & Admin Parking Lot / AWARDED

PROP 1 STORMWATER GRANT - \$1.75M

TH Meadows Park / AWARDED

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / AWARDED

PROP 68 PER CAPITA - \$178K

Tennis & Pickleball Improvements / AWARDED

To learn more details, join us at our monthly THCSD board meetings.

TWAIN HARTE FIRE DEPARTMENT REPORT

by Neil Gamez, THFD Fire Chief



November 11th Blood Drive with American Red Cross



Thanks to the incredible support from our community, we surpassed our goal of 25 donors with 34 donations! Your generosity and commitment make a difference!

Staffing

Full-Time Captains: 3
Seasonal Engineer: 1
Relief Captains: 5
Reserve Firefighters: 5
Intern Firefighters: 9

Incident Responses by District

Twain Harte: 39%
Tuolumne County: 60%
Cal Fire: 1%

Sept. Responses: 28

EMS Incidents: 18
Fires: 2
Public Service Assists: 4
Emergency Standby: 4
Sept. Training Hours: 220



Fleet

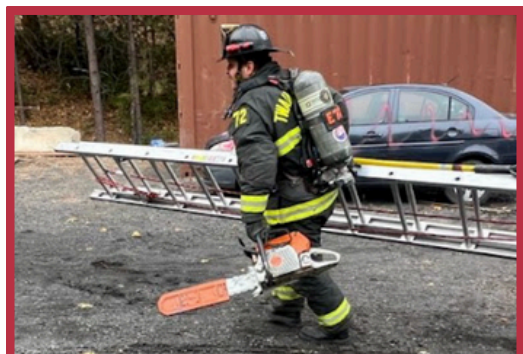
90-day Department of Transportation (DOT) inspection found the following:



A potential major failure in a pulley tensioner on E-723 was located.



Leaking turbo clamps and a hole in the WT-721 radiator. The clamps were replaced, and the hole needs to be welded.



THCSD WATER & SEWER REPORT

by Lewis Giambruno, THCSD Operations Manager



1. Completion of Twain Harte Dr. Leak
2. Emergency Lift Station Work
3. Spruce Dr. Leak
4. Sierra Dr. Leak
5. Emergency Lift Station Work cont.
6. Biannual Clarifier Cleaning
7. Shadybrook Dam Lining Project
8. SCADA system training

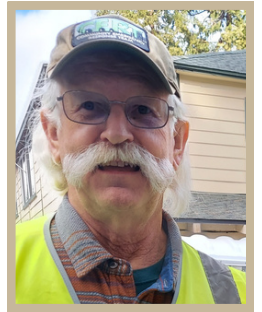


Thank You!

The Water, Sewer, and Park's Department would like to express our sincerest appreciation to the THFD for our new drone and to Twain Harte Area CERT for the continued support on our many leaks and for an amazing pancake breakfast!

LEAK ON GOLF CLUB

by Mike Mandell, Team Leader



Twain Harte experienced another leak, prompting the need for traffic control on Golf Club Drive. Apparently, the change of weather (and even when the weather doesn't change), can spring a leak in the pipes.

THA-CERT was present to manage the traffic situation and ensure the safety of THCS staff. We had six dedicated volunteers to cover the two shifts that day. Carol made a visit to offer support. Fortunately, the traffic was light causing the day to go smoothly despite being busy.

The THCS crew operated with great efficiency like a well-oiled machine. Despite being waist-deep in mud, they remained focused on finding the leak. They quickly removed debris and brought in fresh materials to assist in their work. Before long, they successfully controlled the leak and prepared the area for repair. Finally, the street was restored to a normal condition, showcasing their dedication and teamwork.



The drivers showed great understanding during the process and were very cordial. As a nice treat, we enjoyed some pizza and Gatorade together.



ROTARY LEARNS MORE ABOUT CERT

by Jerry Day, Co-President Sonora Rotary



The Sonora Rotary was pleased to have Carol Hallett as our December guest speaker. Many in our club were unaware of the Twain Harte Area CERT and how engaged the organization is in our community. Carol explained what inspired Community Emergency Response Teams and their origins in this country and our county. She told the club about their training program and listed several of the events where the team has assisted. One event Rotary club members recalled was the COVID-19 vaccination clinic in the parking lot at Sierra Bible Church. Carol explained how they developed the plan to manage the traffic efficiently, and all agreed that the event went very smoothly. Another Rotary member recalled a fire in the canyon near her home in Cedar Ridge. That gave Carol an opportunity to tell how THA-CERT's UAS (Drone) team was essential in identifying precisely where the fire was in relation to the forest road. All were impressed by the THA-CERT program. This is the kind of good news we need!



TWAIN HARTE CHRISTMAS PARADE

by Carol Hallett, Program Manager



The Twain Harte Winter Wonderland Christmas Parade has triumphantly returned bringing a wave of joy and holiday spirit to the community after a one-year hiatus. The entire town sparkled with twinkling lights and festive decorations creating a warm and inviting atmosphere that welcomed everyone from families to visitors. Colorful floats adorned with cheerful themes rolled down the streets while lively marching bands filled the air with uplifting music captivating the audience and enchanting onlookers with their vibrant performances. Each float told a story showcasing local organizations' and residents' creativity and dedication. However, the undeniable highlight of the event was Santa Claus himself who made a grand entrance spreading joy and bringing smiles to the faces of children and adults alike. His cheerful presence reminded everyone of the magic of the season. The excitement in the air was palpable not just felt but shared among the crowd creating bonds of community and festivity. This year's parade has undoubtedly become a cherished memory for all who attended, reinforcing the sense of togetherness that makes the holidays so special. Thank you to the Christmas parade team that worked hard to make this event happen this year. If your goal was to make warm memories you succeeded.



Mike Mandell & Matt Kain representing THA-CERT



Over 40 entries lit up Twain Harte



Santa and Mrs Claus arriving in style



Roger & Judy Haughton sporting their Antique Fire Truck

HONORING A VOLUNTEER & A FRIEND

by Carol Hallett, Program Manager



I feel incredibly fortunate to have such an exceptional group of volunteers who dedicate their time and efforts to THA-CERT. Each year I am given the opportunity to honor one volunteer whose contributions stand out and let me tell you it is never an easy task to choose just one. Every single



volunteer brings something unique and invaluable to our team making the selection process both challenging and rewarding. This year I am thrilled to announce that the honor goes to our remarkable Dynamo Lise Lemonnier.

When I reflect on Lise's involvement it is truly hard to imagine a single event where she is not playing a pivotal role often leading the charge for THA-CERT. Her unwavering commitment and presence are a constant reminder of the spirit of volunteerism. What sets Lise apart is her genuine passion for helping others; she does not seek recognition or accolades. Instead, she dives into her work wholeheartedly often flying under the radar despite her significant impact. Additionally, her petite stature might sometimes make her less noticeable in a crowd but what she lacks in size she more than makes up for in heart and dedication.

both Mike Mandell, our Team Leader, and myself, the Program Manager. I often find myself marveling at how in tune we are with one another; it's almost telepathic at times. I need to be cautious about casually mentioning ideas or tasks in her presence, as I know that before I can blink, she has already taken the initiative to bring those concepts to life. Our working relationship is built on mutual understanding and respect, which allows us to be incredibly effective in our efforts.



Lise's tireless dedication and support extend beyond just her duties; she is a source of encouragement and strength for everyone involved. Her energy during events is infectious, and it seems she never tires - always ready to lend a helping hand or a friendly smile. Her contributions are not just vital to our team; they resonate throughout our town and County, making a tangible difference in the community we serve.

Thank you Lise for being the incredible person you are and for your unwavering commitment to caring for others. It is truly my honor to select you as this year's recipient of the Volunteer Appreciation Award. You exemplify the very best of what it means to be a volunteer and we are all grateful for your dedication and spirit.





Brown & White

Brownie Ice Cream Cake



6-8 servings



7 hours 10 mins
(includes freezer
time)

INGREDIENTS

- Nonstick cooking spray
- One 18.2-ounce box dark chocolate fudge brownie mix, such as Duncan Hines
- 2 eggs, at room temperature
- 1/3 cup hazelnut liqueur
- 1/3 cup vegetable oil
- 1/2 teaspoon almond extract
- 1 pint vanilla ice cream
- 1 pint chocolate-chocolate chip ice cream
- 1 tablespoon confectioners' sugar
- 14 mini candy canes

NOTE:

You can remove the candy canes if you are making this any other month than December. You could add red candy hearts for Valentine's Day.

Recipe shared by: Carol Hallett

DIRECTIONS

1. Preheat the oven to 350 degrees F.
2. Line a rimmed 12-by-8 1/2-inch baking pan with parchment paper. Spray the paper with nonstick cooking spray and set aside.
3. In a large bowl, use a rubber spatula to stir together the brownie mix, eggs, liqueur, vegetable oil and almond extract. Spread the mixture evenly over the prepared baking pan. Bake until the brownie is just set, 18 to 20 minutes. Cool in the pan for 10 minutes before removing to a wire rack to cool completely.
4. Line a 9-by-5-inch loaf pan with a piece of parchment paper across the short way, so there is about 2 inches of overhang on either side. Remove the ice cream from the freezer to soften just slightly.
5. Place the brownie sheet on a cutting board and cut into 3 rectangles. Place one brownie on the bottom of the prepared loaf pan. Scoop the softened vanilla ice cream on top of the brownie and spread evenly with an offset spatula. Place another brownie rectangle on top of the ice cream and press down gently. Scoop the softened chocolate-chocolate chip ice cream on top and spread evenly. Top with the last brownie, press firmly, and wrap in plastic wrap. Freeze for at least 5 hours or preferably overnight.
6. To un-mold, run a thin knife along the two short sides of the pan to loosen. Invert the cake onto a chilled plate. Peel off the parchment and dust the cake with the confectioners' sugar if using. If desired, line the sides with the mini candy canes. Return the cake to the freezer to set for 10 minutes. Slice and serve.

WHERE DOES THE TIME GO?

The total THA-CERT volunteer hours:

December

Administration = 86
Training = 0
Deployment = 82
Total hours = 168

2024 Total

Administration = 3354
Training = 1104
Deployment = 456
Total hours = 4914



MAKE A PREPAREDNESS RESOLUTION

by John Buckingham, Safety Officer



MAKE AN EMERGENCY PLAN

Choose a safe place to meet, learn evacuation routes, and establish an out-of-town contact. Take different routes to your normal destinations.

TAKE PHOTOGRAPHS

- ☆ Take a current photo of you and your pet together in case you get separated during a disaster.
- ☆ Snap photos of important documents and save them in a secure place or online.
- ☆ Snap pictures of your property for insurance purposes.

PREPARE AHEAD

- Set up group text lists so you can communicate with friends and family during emergencies.
- Have backup power sources available to charge devices in case of a power outage.
- Check your insurance for coverage of disasters like floods, hurricanes, and earthquakes.
- Sign up for alerts and warnings. Download the FEMA app to get real-time alerts and safety tips, and locate open shelters.
- Sign up for reverse 911 with the county.

PACK A GO BAG

- ✓ Watch the online video. Pick your bag and start filling it.
- ✓ Get to know your neighbors and invite them to be part of your emergency plan.
- ✓ Keep and update emergency supplies; remember to include cash.

SAVE FOR A RAINY DAY

- Start and grow your emergency fund and financially prepare for the New Year. Find out how with the Emergency Financial First Aid Kit.
- Spend within your means. Use a personal budgeting worksheet to help plan for holiday expenses and beyond. Build up your savings.
- Put a small amount in your account on the first of every month beginning January 1.

GET TRAINED

Take a class in CPR and first aid. CERT training is one of the best preparedness training available, it is planned for April 2025.

WHAT'S NEXT?

Events

Visit Tuolumne County:

<https://www.visittuolumne.com/events>

Twain Harte Chamber of Commerce:

<https://www.twainhartecc.com/events>



TWAIN HARTE AREA



THA-CERT SMOKE ALARM PROGRAM

SERVING OUR COMMUNITY

What/who are Twain Harte Area CERT (THA-CERT)? We are a dedicated team of community-based volunteers who are trained to support our community.

This team provides the following services to senior and disabled residents in Tuolumne County:

- Free Smoke Alarms/Detectors
- Free Installation
- Free Battery Replacement



If you need a smoke detector installed, need a new battery, or need a ten-year-old smoke detector replaced, we can help for free.

If you are interested, please contact us by sending an email to twainhartecert@gmail.com, or call Mike at 209-770-2674.

<https://www.twainhartecsd.com/smoke-alarm-installation-program>



Join or start a FIREWISE neighborhood

Contact: Karen Caldwell
tcfirewise@gmail.com

FIREWISE USA®
Residents reducing wildfire risks



Join the weekly
Twain Harte Neighborhood Radio Watch
Wed: 7:00 PM Sun: 9:00 AM
FRS/GMRS: Ch. 18
To learn more, contact:
Lee Smith at 209-988-8832

Fire Behavior Training

with the Twain Harte Fire Department

Date: 01/25/2025

Time: 09:00-12:00pm

Location: 22912 Vantage Point, Twain Harte
at the Twain Harte Community Services District Office



Learn how understanding fire behavior could save your life and your families.

Chief Neil Gamez and his crew will instruct us on:

- Fundamentals of fire behavior and how to stay safe.
- Hands on experience on how to effectively and safely use a fire extinguisher to put out a fire
- Learn about wildfire risks living in Tuolumne County and what we can do to lessen these risks
- And so much more...



This class is open to all. If you know you can attend RSVP for planning purposes:

twainhartecert@gmail.com

Printing generously donated by:



As we approach the new year it is important to set goals that will help us grow and succeed. Making a resolution to be more prepared in 2025 is a great way to start. One effective step you can take is to plan on attending our training classes. These classes are designed to equip you with the skills and knowledge you need to reach your goals. By committing to this training you will be better prepared for the challenges that lie ahead and can make the most of the opportunities that come your way.

Meetings

THCSD Board Meeting

<https://www.twainhartecsd.com/board-meetings>

Wednesday, Jan 8, 2025 9:00 am

22912 Vantage Point, TH, THCSD Mtg Room

THA-CERT & Fire Assoc Board Meeting

Thursday, Jan 9, 2025 9:30 am

22912 Vantage Point, TH, THCSD Mtg Room





Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	07C	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Operations Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None

SUMMARY:

This item includes a written and verbal report from the Operations Manager regarding general operations of the District's Operations Division over the previous month. The Operations Division is responsible for water, sewer, and parks and recreations services.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operations Manager Report

TWAIN HARTE CSD OPERATIONS REPORT

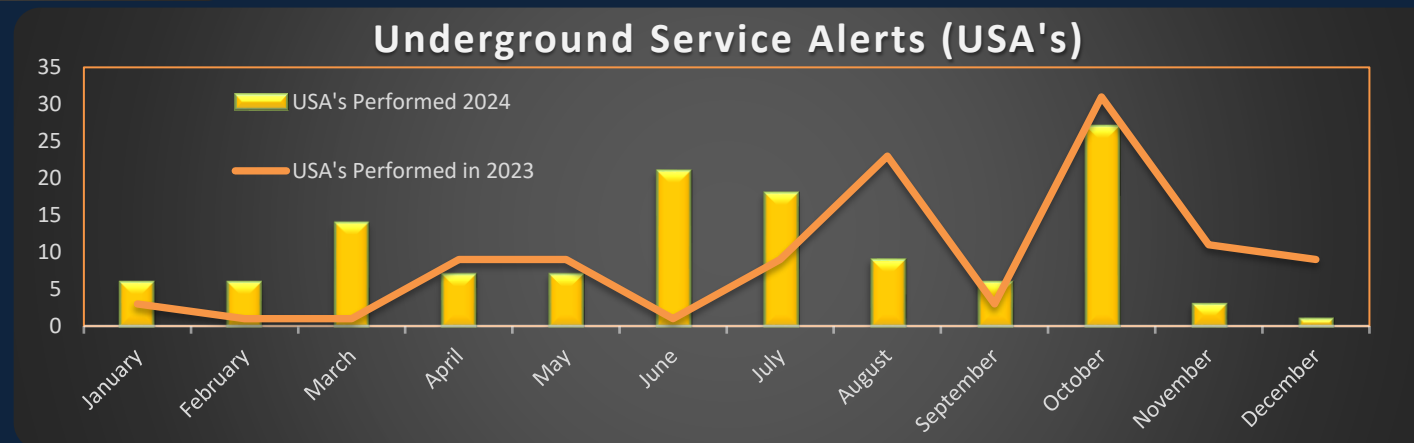
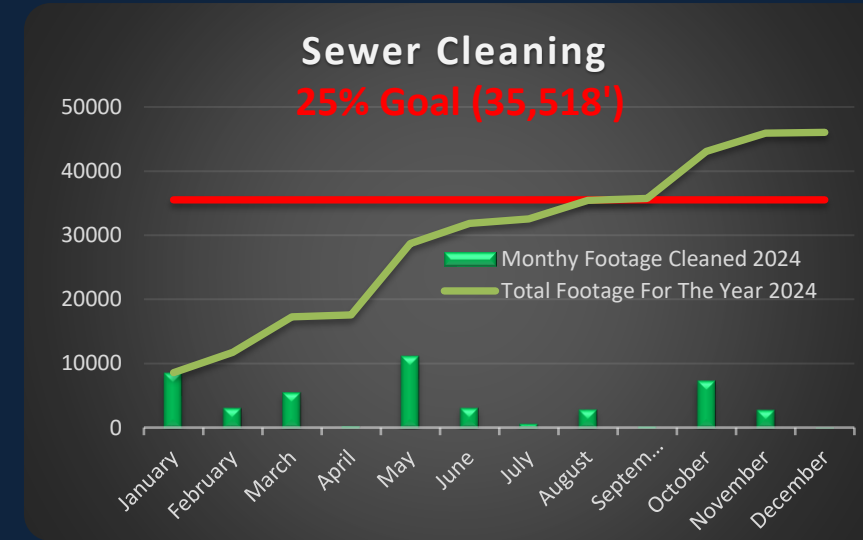
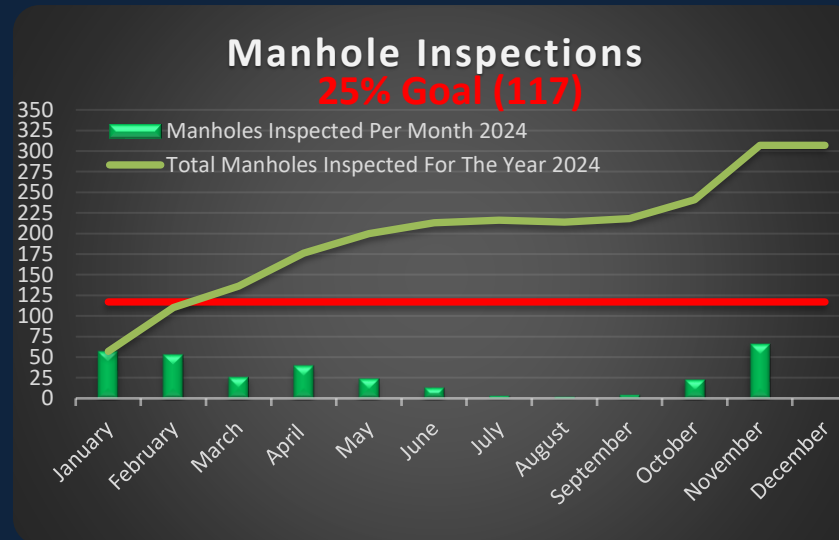
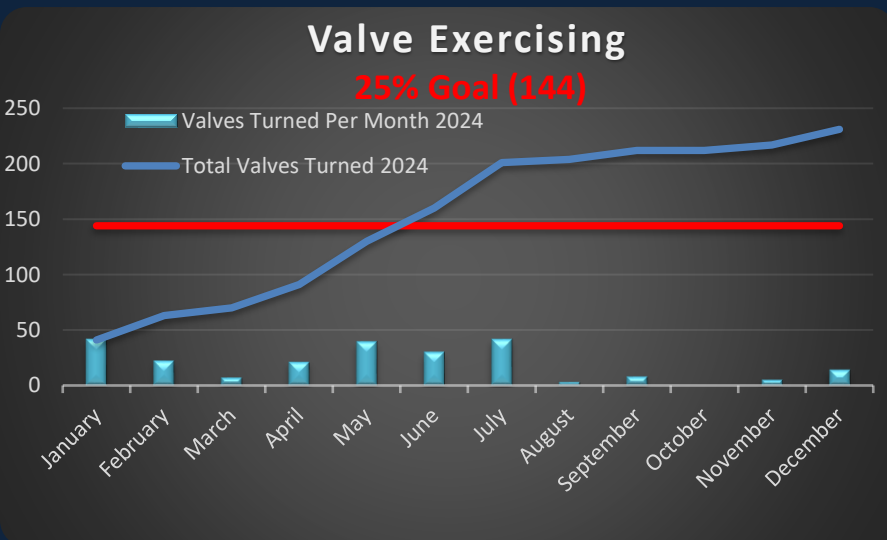
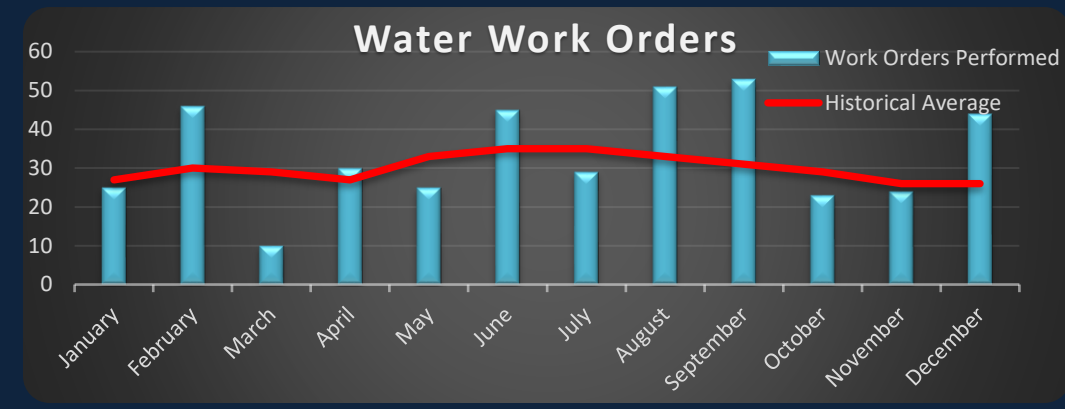
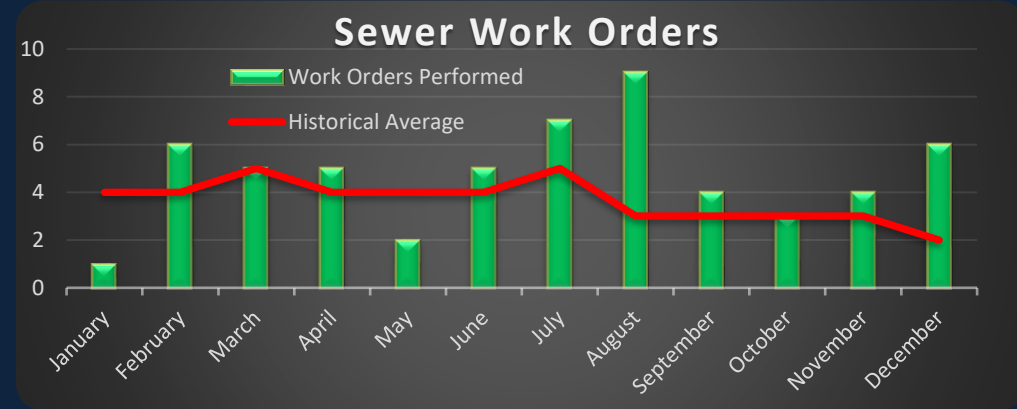
WATER/SEWER/PARK
DIVISION

DECEMBER

2024



WATER & SEWER STATISTICS



ITEMS OF NOTE



Top Left and Top Center: Golfclub Drive leak repair with the much-appreciated traffic control assistance from THA CERT once again.

Bottom Center: Biannual filter inspection was performed.

Top Right: Sludge Tank pumping out and cleaning.

Bottom Right: Underground Service Alert Dig Alert training.

Month	SWTP Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (Gal)	Total Recycled (Gal)	Total Production (Gal)	2013 Total Production (Gal)	Decrease in Demand (%)	Rain (inches)	Snow (inches)
Jan	6,069,877	0	0	0	467,389	6,069,877	8,304,262	26.91%	9.18	4
Feb	4,711,186	850,253	0	0	463,285	5,561,439	5,836,362	4.71%	12.33	11
Mar	5,162,968	115,786	0	0	477,761	5,278,754	5,776,198	8.61%	8.5	7.5
Apr	5,319,388	249,643	1,185,037	0	378,949	6,754,068	6,737,931	-0.24%	1.811	13.1
May	6,539,826	391,238	54,242	87,696	509,365	7,073,002	9,624,851	26.51%	0.02	2
Jun	9,697,985	0	0	0	576,198	9,697,985	11,912,958	18.59%	0	0
Jul	9,312,585	495,908	697,806	256,986	513,691	10,763,285	14,740,484	26.98%	0	0
Aug	9,767,105	0	0	0	601,570	9,767,105	14,605,710	33.13%	0.03	0
Sep	8,782,683	0	0	0	622,943	8,782,683	10,891,827	19.36%	0	0
Oct	6,768,459	731,889	1,173,694	348,124	599,852	9,022,166	9,867,000	8.56%	0.27	0
Nov	4,230,191	552,927	1,291,904	215,506	285,395	6,290,528	6,638,895	5.25%	4.48	0
Dec	5,557,982	0	0	0	492,513	5,557,982	7,410,084	24.99%	5.57	0
Total	81,920,235	3,387,644	4,402,683	908,312	5,988,911	90,618,874	112,346,562	19.34%	42.19	37.6



Board Meeting Agenda Item Summary

January 8, 2025

ITEM #:	07D	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	General Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the General Manager regarding overall District operations and operations of the District's Administration Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- General Manager's Report

GM REPORT

January 8, 2025



ADMIN ACTIVITIES

- FY 24-25 Mid-Year Budget Adjustment
- Development of Check Processing Services
- Development of 24/7 Receptionist Services
- Administrative Services Cross Training
- Administrative Services Staffing Analysis
- Fire Training Parking Lot Rebid & Award

CAPITAL PROJECTS

Fire Training Parking Lot

Budget: \$331,000

A construction contract is set to be awarded in January for this grant-funded project that includes permeable parking, bioswales and rainwater capture to fix drainage issues and provide more parking. The Project is anticipated to be complete by August.

SCADA System Improvements

Budget: \$465,000

This Project will provide remote monitoring and control of the District's water treatment plant, pump stations, tanks and sewer lift stations. Radio communication system design has begun. Remaining design is anticipated to begin in March.

Tennis/Pickleball Court Improvements

Budget: \$310,000

Pickleball improvements are complete. Contracting for materials and services to convert the tennis courts to a hybrid clay surface is underway. Construction is anticipated in spring 2025.

Twain Harte Meadows Park

Budget: \$3,000,000

Majority of Project work is complete. Due to transplanting issues, the Christmas Tree is delayed until 2025.

Bocce Court Renovations

Budget: \$20,000

A new project to replace bocce court turf and enlarge court drains has been included in the mid-year budget adjustment.

MEETINGS OF INTEREST

- 12/12** Tuolumne County Permit Coordination
- 12/17** Virtual Receptionist Coordination
- 12/17** Small Claims Court – Water Leak
- 1/3** Eagle Scout Project Coordination
- 1/3** Customer Services Rep Retirement

PLANNING PROJECTS

5-Year Sewer System Improvements

Budget: \$4,500,000

While pursuing grants, staff is evaluating if it can phase its large Twain Harte Sewerline Project with smaller, more cost-effective CIPP relining projects to start repairing high risk sewer lines this year.

FUNDING OPPORTUNITIES

SRF / BUDGET EARMARK - \$4.5M

TH Sewerline Project / Award: NOT AWARDED

SRF / BUDGET EARMARK - \$6.55M

Sherwood Forest Water / Award: NOT AWARDED

TECHNICAL ASSISTANCE GRANT - \$24,000

Median Household Income Survey / AWARDED

PROP 1 STORMWATER GRANT - \$340,000

Fire Training & Admin Parking Lot / AWARDED

PROP 1 STORMWATER GRANT - \$1.75M

TH Meadows Park / AWARDED

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / AWARDED

PROP 68 PER CAPITA - \$178K

Tennis & Pickleball Improvements / AWARDED