

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

SJA

BOARD AGENDA # *B-6

Urgent

Routine

AGENDA DATE September 14, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award Contract to Calwater Drilling Company of Turlock, California, for the Relocation of Woodward Reservoir Water Well # 2

STAFF RECOMMENDATIONS:

1. Approve the award of a contract to Calwater Drilling Company of Turlock, California, for the relocation of Woodward Reservoir Water Well #2 in the amount of \$102,884.
2. Authorize the Director of Parks and Recreation to enter into a contract with Calwater Drilling Company, in the amount of \$102,884.
3. Authorize the Director of Parks and Recreation to negotiate and execute change orders pursuant to Public Contract Code section 20142. (Continued on Next Page)

FISCAL IMPACT:

If approved, a contract for the relocation of Woodward Reservoir Water Well #2 would be established at \$102,884. Public Contract Code allows for a contingency of \$10,288 for a total authorization of \$113,172. When Woodward Reservoir became a source for public drinking water, the South San Joaquin Irrigation District established an Improvement Fund to defray the cost of necessary infrastructure upgrades and these funds will be used for this project.

BOARD ACTION AS FOLLOWS:

No. 2010-564

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to Calwater Drilling Company of Turlock, California, for the Relocation of Woodward Reservoir Water Well # 2

STAFF RECOMMENDATIONS (Continued):

- 4. Upon completion of the project, authorize the Director of Parks and Recreation to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

Woodward Reservoir Regional Park provides various day use and overnight camping facilities to the public. The campgrounds consist of full hook-up recreational vehicle sites, picnic areas, restroom facilities with flush toilets, sinks and showers, and an irrigation system for landscaping. In late 2008, Water Well #2 began producing water with a significant amount of sand and suspended dirt particles. In January 2009, an evaluation of the well infrastructure showed that the 22-year-old plastic well casing would need to be replaced.

The Parks and Recreation Department, in partnership with the General Services Agency (GSA) Purchasing Division, issued an Invitation for Bid for this project on June 30, 2010. The Bid closed on August 11, 2010, at 2:30 p.m., and four bids were received, publicly opened, and read. The bids submitted by Calwater Drilling and Maselli's Drilling failed to include the required signed copy of the bid addendum, however, County Counsel advises that this requirement may be waived because it is a minor irregularity that does not give any bidder an unfair advantage. Therefore, the Department recommends that the lowest bid be awarded the contract for this work. A summary of the bids received is as follows:

<u>Contractor</u>	<u>Bid</u>
Calwater Drilling Company	\$102,884
Maselli's Drilling	\$151,270
Nor-Cal Pump	\$160,270
Zim Industries	\$212,010

As a public works of improvement project, the Department will partner with the Public Works Department as it has done successfully on past projects such as Woodward Reservoir Saddle Dam, Woodward Reservoir Waste Water Treatment Upgrades, and the Riverdale Park Improvements. The engineer's estimate for the construction of this project is \$99,590. The Department requests the contract to be awarded to the lowest bidder, Calwater Drilling Company.

Estimated Woodward Reservoir Water Well #2 Relocation timeline:

September 14, 2010	Board of Supervisors awards contract
October 4, 2010	Notice To Proceed issued
October 18, 2010	Well Construction begins
October 25, 2010	Notice Of Completion issued

Approval to Award Contract to Calwater Drilling Company of Turlock, California, for the Relocation of Woodward Reservoir Water Well # 2

POLICY ISSUE:

Approval of this agenda item to authorize the Director of Parks and Recreation to enter into contract with Calwater Drilling Company of Turlock, California, for the Relocation of Woodward Reservoir Water Well # 2 is consistent with the Board's priorities of A Safe Community, A Healthy Community, and the Efficient Delivery of Public Services. Completion of this project provides critical regional park infrastructure that moves forward the Department's mission to promote safe and healthy recreational opportunities for the community.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Parks and Recreation Telephone: 209-525-6770



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

AGREEMENT

This Agreement, made this September 15, 2010, by and between CALWATER DRILLING COMPANY, INC. (the "Contractor") and the COUNTY OF STANISLAUS (the "County").

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner:

BID NAME: Woodward Reservoir Well #2 Relocation
BID NO. 10-31-TRS

as set forth in the Bid of the Contractor and in accordance with the bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, special provisions, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

ARTICLE III

No alterations in the work shall be made except upon written order of the County. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be stated in said order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the work, which do not exceed \$500.00, may be ordered in writing by the Director of the Department of Parks and Recreation of the County of Stanislaus. All other changes, additions, or alterations in the work shall be by order of the Stanislaus County Department of Parks and Recreation of the County of Stanislaus.

ARTICLE IV

The Contractor shall commence the work within five (5) working days after the date on the Notice to Proceed and shall perform said work in a prompt, diligent and workmanlike manner. The Contractor shall complete the work within

"Twenty-One (21) Working Days"

after the date on the Notice to Proceed, unless extension or suspension of the work is agreed to in writing by the County. Time is of the essence in this Agreement.

ARTICLE V

The County agrees to pay and the Contractor agrees to accept in full payment for the work:

BID NAME ESTIMATE

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Water Pollution Control	LS	1	\$5,000.00	\$ 5,000.00
2	Water Quality Sampling and Testing	EA	9	\$ 110.00	\$ 990.00
3	Drill 32" Diameter Bore Hole	LF	50	\$ 120.00	\$ 6,000.00
4	Install 26" Diameter Steel conductor casing	LF	50.5	\$ 105.00	\$ 5,302.50
5	Drill 22" Diameter Bore Hole	LF	250	\$ 65.00	\$16,250.00
6	Install 12" Diameter Steel Well Casing	LF	242	\$ 52.00	\$12,584.00
7	Install 12" Diameter Steel Well Screen	LF	50	\$ 87.00	\$ 4,350.00
8	Install 12" Diameter Steel Blank Casing	LF	10	\$ 52.00	\$ 520.00
9	Gravel (Including 3" diameter Gravel Chute)	LS	1	\$7,000.00	\$ 7,000.00
10	Well Development	LS	1	\$6,000.00	\$ 6,000.00
11	Test Pumping for Yield and Drawdown	Hours	40	\$ 275.00	\$11,000.00
12	Well Cap	EA	1	\$1,000.00	\$ 1,000.00
13	Abandon Existing Well	LS	1	\$6,000.00	\$ 6,000.00
14	Install Existing Well Pump and Well Head	LS	1	\$7,000.00	\$ 7,000.00
15	Install 6" Diameter Ductile Iron Pipe	LF	24	\$ 187.50	\$ 4,500.00
16	Earthwork	LS	1	\$ 675.00	\$ 675.00
17	Aggregate Base (Class 2)	Tons	10	\$ 62.50	\$ 625.00
18	Install Chain Link Fence	LF	60	\$ 50.00	\$ 3,000.00
19	Install 12' Wide Chain Link Gate	EA	1	\$ 937.50	\$ 937.50
20	Concrete Pedestal (Including Reinforcement Bar)	LS	1	\$3,125.00	\$ 3,125.00
21	Concrete Pipe Supports (Including Reinforcement Bar)	EA	2	\$ 437.50	\$ 875.00
22	Record Drawings	LS	1	\$ 150.00	\$ 150.00

PROJECT TOTAL \$102,884.00

The County shall pay to the Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety percent (90%) of the cost of the work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of ten percent (10%) of the contract price shall be due the Contractor 35 days after acceptance of the work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.15 of the General Conditions of the contract documents without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

ARTICLE VI

Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract work. Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ARTICLE VII

The Contractor shall take out, and maintain during the life of the contract, insurance policies as described in Section 2.16 of the General Conditions of the contract documents.

ARTICLE VIII

The Contractor shall indemnify, defend, and save harmless Stanislaus County and all officers and employees thereof connected with the work from all claims, suits or actions of every name, kind and description, brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

ARTICLE IX

When the work is completed and ready for final inspection, the Contractor shall notify the County, which shall make such final inspection within five (5) days after notice.

If the County shall approve the work and find that the work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

ARTICLE X

The Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works, and Sections 2.13, 2.18, 2.19, 2.20, 2.21, and 2.22 of the General Conditions are hereby referred to and incorporated herein as if fully set forth. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates.

ARTICLE XI

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Director of the Department of Department of Parks and Recreation.

ARTICLE XII

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XIII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

ARTICLE XIV

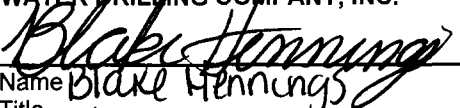
Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of the Department of Parks and Recreation.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Sonya K. Herrigfeld
Director

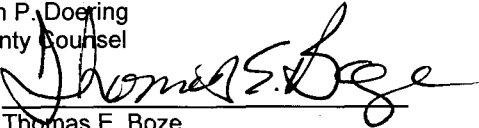
"County"

CALWATER DRILLING COMPANY, INC.

By: 
Name Blake Hennings
Title Secy/Treas "Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

STANISLAUS COUNTY DEPARTMENT OF PARKS AND RECREATION

FOR

BID # 10-31-TRS

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, tools, equipment, and incidentals to perform the Woodward Reservoir Well #2 relocation work identified in the Bid, Bid addendum, this Agreement, the Special Provisions, and the attached Plans and Specifications. The Work shall be performed in a satisfactory and workmanlike manner to complete all items of work. The Contractor shall possess a Class A or Class C-57 license.

All work shall be constructed as shown and specified on the Plans in conformance with the California Well Standards, Caltrans Standard Specifications, the attached Special Provisions, and as directed by the County Engineer.

SPECIAL PROVISIONS

SECTION 1 - ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the 2006 State of California, Department of Transportation Standard Specifications (Caltrans Standard Specifications) and these Special Provisions.

Prior to any construction activity, the Contractor shall secure a permit from the Stanislaus County Department of Environmental Resources for installation of new water well and abandonment of the existing well. The Notice to Proceed and start of construction shall be coordinated with the County Engineer.

Prior to the issuance of the Notice to Proceed, a pre-construction meeting shall be held at Woodward Reservoir. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

Upon completion of the project and before final acceptance is made by the County Engineer, a complete on-site construction inspection "walk-thru" shall be conducted by the Parks and Recreation Project Manager and Public Works representative.

The Contractor shall begin work within five (5) calendar days after the date on the Notice to Proceed, and shall complete the work within twenty-one (21) working days of the date on the Notice to Proceed. The date of the Notice to Proceed shall constitute the first working day.

SECTION 2 - PRECEDENCE OF CONTRACT DOCUMENTS

These Special Provisions modify or supplement the County Standard Specifications. If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required by law
2. Agreement
3. Amendment to the Agreement
4. Addenda
5. Special Provisions
6. Plans
7. Stanislaus County Standard Specifications
8. Stanislaus County Standard Plans
9. Reference Specifications

Amendments, Change Orders, Supplemental Agreements and approved revisions to Plans and Specifications shall take precedence over Items 2 through 8 above. Detailed plans shall have precedence over general plans.

SECTION 3 - PLAN AND PLAN DISCREPANCIES

The intent of the Plans and Special Provisions is to describe the details for the completion of the work, which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans and Special Provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used. Unless otherwise specified herein, the Contractor shall furnish all labor, materials, tools,

equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner for all items to complete the work.

All work shall be constructed as shown and specified on the Plans in conformance with the California Well Standards, Caltrans Standard Specifications, these Special Provisions, and as directed by the County Engineer.

The Contractor shall check the Plans and Special Provisions and shall report any discrepancies to the GSA Purchasing Division in writing for clarification ten (10) calendar days prior to the bid opening date. Discrepancies reported less than ten (10) calendar days before the bid opening date cannot be addressed. Whenever there appears to be a discrepancy between the Plans and/or Special Provisions, the Contractor shall base his bid on the Special Provisions. After the award of the Contract, the Contractor shall consult the County Engineer for further direction.

Prior to submitting a bid response, the Contractor shall inspect the site to observe actual working conditions.

SECTION 4 - AUTHORITY OF ENGINEER

As defined, the "Engineer" shall mean the Public Works Project Manager, or his assistants who have been assigned to the supervision and control of the project. The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, and the rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the Plans and Special Provisions relating to the work, the fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished for which payment is to be made under the Contract.

SECTION 5 - PERMITS AND LICENSES

It shall be the responsibility of the Contractor to obtain all permits, licenses, and related documents necessary for the construction of the new well, abandonment of the existing well, and all other work required to complete this project as shown on the plans, these Special Provisions, and as directed by the Engineer. The Contractor shall pay all fees associated with the procurement of all permits, licenses, and related documents.

The Contractor shall comply with all federal, state or local laws, ordinances or rules and regulations relating to the performance of the work including the requirements of the California Well Standards.

Full compensation for conforming to this section shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 6 - PROGRESS SCHEDULE

Progress schedules will be required for this contract. The Contractor shall submit a tentative progress schedule at the pre-construction meeting and a revised progress schedule prior to the start of work. Approval of the revised progress schedule shall be obtained prior to the beginning of work. When requested by the Engineer, the Contractor shall submit a revised progress schedule within one (1) calendar day.

SECTION 7 - PUBLIC CONVENIENCE AND SAFETY

Attention is directed to the provisions in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the Caltrans Standard Specifications and these Special Provisions.

It is the Contractor's responsibility to provide for the safety of traffic and the public at all times during construction.

Full compensation for conforming to this section shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 8 - PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Caltrans Standard Specifications and these Special Provisions.

The Contractor shall be responsible for disposing all wastewater from drilling, developing, and test pumping. Wastewater shall be allowed to run onto designated areas of the parklands and percolate into the soil. The Contractor shall not allow wastewater to accumulate on the road or drain into the reservoir.

Any temporary diking required to control the discharge of test water shall be removed after completion of the work and the land area shall be restored to its original surface conditions.

All on-site parking, materials storage, stockpiling shall be approved by the Parks Department on site manager, Cheryl Jackson.

Full compensation for conforming to this section shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 9 - TRADE NAMES AND ALTERNATIVES

At the pre-construction meeting, the Contractor shall submit for approval three (3) copies of a complete list of equipment and materials to be furnished, including substitutions and alternatives proposed. Should the Contractor choose a substitution, complete product information shall be submitted to the Engineer at the pre-construction meeting for review and approval.

The Engineer reserves the right to require the contract specified item or material to be used.

SECTION 10 - WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution", of the Standard Specifications and these Construction Details.

The project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB) of the State Water Resources Control Board (SWRCB) and shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activity No. CSA000002, Order No. 99-08-DWQ, as issued by the SWRCB and the NPDES General Permit for Waste Water Discharge Requirements (WDRS) for discharges of Storm Water Runoff Associated with Small Linear Underground/ Overhead Construction Projects, No. CSA000005, Order No. 2003-0007-DWQ as issued by the SWRCB. These permits, hereafter referred to as the "Permits", regulate storm water discharges associated with construction activities. Copies of the Departments Permits are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P. O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained from the SWRCB website at:

<http://www.swrcb.ca.gov/stormwtr/construction.html>

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and Stanislaus County regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make said Permits available during construction.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and /or requirements as set forth therein.

Penalties as used in this section, "Water Pollution Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of civil suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, the Manuals, applicable laws, regulations, or requirements. The Contractor shall also be responsible for costs associated with mitigation, remediation, and corrections of violations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including installing, constructing, removing, and disposing of water pollution control practices as specified in the Standard Specifications and these Special Provisions shall be considered as included in the contract lump sum price paid for "Water Pollution Control," and no additional compensation will be allowed therefore.

SECTION 11 - CONSTRUCTION AREA SIGNS

The Contractor shall be responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work.

SECTION 12 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Caltrans Standard Specifications and these Special Provisions.

Any and all excess materials shall become the property of the Contractor and shall be disposed of off-site.

Full compensation for conforming to this section shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 13 - WATER

Water for use on this project shall be potable. The Contractor shall have access to potable water from Well No. 1 at the Woodward Reservoir and the fire hydrant at Well No. 2. The Contractor shall be responsible for coordinating with the Parks staff to obtain water.

Full compensation for applying water as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work requiring water, and no additional compensation will be allowed therefore.

SECTION 14 - DRILLING FLUID

A circulating fluid shall be maintained at all times during the rotary drilling operations. No mud additives shall be used without demonstrated need. If an additive is required to do a satisfactory job, it shall be an inorganic, non-biodegradable material specifically designed for use as a drilling fluid. The additives shall be approved by the Engineer prior to use. The "mud" shall be designed to remove cuttings and support the walls of the bore. The volume of the sand separation pit shall be at least three (3) times the calculated volume of the completed borehole.

If use of a drilling fluid additive is determined to be necessary and the Engineer approved its use, a mud-monitoring program will be developed by the Contractor's drill fluids engineer for use by the Contractor.

Full compensation for providing and maintaining circulating fluid during rotary drilling operations as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 15 - CONTRACTOR'S LOG

The Contractor shall provide a well drillers report in compliance with County requirements.

Full compensation for providing a well driller report as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 16 – PRODUCTION WELL DESIGN

Upon completion of the pilot hole, the Contractor and the Engineer shall confirm the design of the well. A detailed sketch of the proposed construction shall be made by the Contractor for the Engineer's review and approval. This sketch shall show all details of the proposed well construction:

- i. Diameter of pilot hole;
- ii. Diameter of conductor casing and material;
- iii. Length of conductor casing;
- iv. Depth of bottom of conductor casing;
- v. Diameter of reaming;
- vi. Depth of top and bottom of reaming;
- vii. Type, length, diameter, opening size of screen;
- viii. Location of the top and bottom of screen at each interval to be screened;
- ix. Location, length, diameter, and material for all screen blanks, if necessary;
- x. Method of making screen joints, bottom seal and attachment to casing;
- xi. Diameter of casing;
- xii. Length of casing;
- xiii. Size and amount of gravel packing;
- xiv. Depth and thickness of concrete grout;

Well construction cannot proceed until design has been reviewed and approved the Engineer.

The Contractor shall keep development and test records maintained on an hourly basis, showing production rate, static water level, pumping level, drawdown, sand production, and all other pertinent information concerning method of development.

The Contractor shall file with the Stanislaus County Department of Environmental Resources, such reports which may be required, including (1) notice of intent to engage in construction of a well, (2) report of completion, and (3) supplemental reports as may be required.

Submit data to show that all materials to be used in construction of the well conform to the plans, the California Water Standards, and these Special Provisions.

Full compensation for confirming the design of the well, providing a detailed sketch of the proposed well design, including all labor, equipment, materials, and incidental work as required in these Special Provisions shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

SECTION 17 - CONDUCTOR CASING

The Conductor casing shall be set in a reamed hole having a diameter of thirty-two inches (32"). The conductor casing shall have an outside diameter of twenty-six inches (26") and shall conform to ASTM Designation A139-84, Grade B, ASTM A252-B; or ASTM A53-B, except that requirements for hydrostatic testing will be waived. The wall thickness shall be five-sixteenths inch (5/16") minimum. The conductor casing shall be landed into impermeable material and shall be anchored securely at the ground surface. The setting will be to a minimum depth of fifty feet (50'). The conductor casing shall project one half foot (1/2') above existing ground level.

After the conductor casing has been installed, it shall be sealed by filling the annular space between the reamed bore and the conductor casing with grout as specified below. Upon completion of grouting, cement shall be visible above the surface of the ground outside the conductor casing.

Full compensation for drilling thirty-two inch (32") diameter bore hole and installing twenty-six inch (26") diameter conductor casing, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Drill 32" Diameter Bore Hole," and "Install 26" Diameter Steel Conductor Casing," and no additional compensation will be made therefore.

SECTION 18 - WELL CASING, SCREEN AND SEAL

Well Casing and Screen:

From the base of the conductor casing, the well bore hole shall be constructed to the dimensions specified in these Special Provisions, or as modified after review of the Contractor's pilot hole report.

The well borehole shall be twenty-two inches (22") in diameter and two hundred fifty feet (250') deep from the base of the conductor casing.

Well casing shall be assembled with screen sections located as shown on the drawings or as directed by the Engineer, following receipt of the Contractor's pilot hole report. Total length of casing, screen and closure piece shall be subject to review by the Engineer.

Well casing installation shall be by methods that will ensure no damage to the hole or casing. The top of the well casing shall extend two feet (2') above the ground.

The casing shall be suspended above the bottom of the hole at a sufficient distance to ensure that none of the casing will be supported from the bottom.

Steel well casing, screen, and blank casing shall be placed to a depth of three hundred feet (300') from existing, or as directed after completion of the pilot hole. Steel well casing shall be new steel pipe conforming to ASTM Designation A139-84, grade B, ASTM A120; ASTM A252-B; or ASTM A53-B, except that requirements for hydrostatic testing will be waived. Well casing shall have an inside diameter of twelve inches (12") with not less than three-eighths inch (3/8") wall thickness.

Joints:

The casing shall be factory assembled in not less than twenty foot (20') sections and shall contain not more than one (1) longitudinal seam parallel to the axis of the casing and not more than one (1) circumferential seam in ten feet (10').

All joints of casing sections shall be closed by continuous welding. A welding sequence shall be followed which will avoid excessive distortion. All joints shall be welded watertight with a minimum of ninety percent (90%) penetration. Welding shall be in accordance with applicable provisions of the latest edition of the specifications of the American Welding Society, "Transmission Pipelines."

If plain end, beveled for butt welding casing is used, no less than four (4) straps, one-quarter inch (1/4") thick and one and one-half inch (1 1/2") wide shall be provided and used at each joint. If welding collars are used, no welding straps shall be required.

Screen aperture size and screen location shall be determined based on results of the pilot hole testing.

The Contractor shall furnish all screens. Well screens shall be mill slotted, shutter or louvered. Continuous slot or wire wrap screen shall not be accepted. Open area per foot for the well screen shall be determined after the pilot hole is drilled and examined by the Contractor and the Engineer. The steel well screen shall be factory fabricated of welded construction. Weld rings to accommodate the specified casing shall be approved by the Engineer and shall be provided on the screens. The screen shall be placed at depths determined based on results of the pilot hole testing.

Welding rod for joining the screen weld ends to the casing shall be furnished by the Contractor and shall be specifically suitable for joining the materials.

Centering guides shall be welded to the outside of conductor, screen and well casing to center the elements in the bore. Centering guides shall consist of two inch (2") wide by three-eighths inch (3/8") thick steel, of the same material as the casing or well screen, welded at both ends to the casing and screen, and bent to form a guide at the required depth. Centering guides shall be sized to form a uniform annular space around the casing in the borehole.

On conductor casing, at least eight (8) centering guides shall be provided at each of the following locations: four feet (4') from the bottom, four feet (4') from the ground surface and at intervals of not over forty feet (40') between.

On the screen, centering guides shall be provided at the top and bottom and at intervals of not over forty feet (40') between.

On well casing, at least four (4) centering guides shall be provided at each of the following locations: four feet (4') from the bottom, four feet (4') up from the bottom of the conductor casing, four feet (4') below ground level, and at intervals of not over forty feet (40') between.

Casing, screen, and gravel pack for use in sampling the pilot hole shall be of materials, size, and gradation to assure adequate sampling quantities and aquifer segregation. The Engineer shall approve such materials.

After the well has been completely constructed, including the placing of the gravel to the ground surface, it shall be thoroughly cleaned of all foreign substances, including tools, timbers, rope, debris of any kind, cement, oil, grease and scum. The casing pipe shall be thoroughly swabbed, using alkalies, if necessary, to remove oil and grease.

Full compensation for drilling twenty-two inch (22") bore hole and installing twelve inch (12") well casing and well screen, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Drill 22" Diameter Bore Hole," "Install 12" Diameter Steel Well Casing," and "Install 12" Diameter Well Screen," and no additional compensation shall be allowed.

SECTION 19 - SANITARY SEAL GROUT

Grout shall be placed in a manner that will fill the annular space around the well casing completely. Placement shall be from the bottom up, using a tremie pipe or tube method. The minimum size tremie pipe used shall be two inches (2") inside diameter. When making a tremie pour, the tremie pipe shall be lowered to the bottom of the zone being grouted and raised slowly as the grout material is introduced. The tremie pipe shall be kept full continuously from start to finish of the grouting procedure with the discharge end of the tremie pipe being continuously submerged in the grout until the zone to be grouted is completely filled.

A careful record shall be kept of the amount of grout used to fill the annular space.

Grout shall be proportioned one (1) part cement to one and one-half (1 ½) parts sand and water, not to exceed six (6) gallons per cubic foot of cement.

Portland cement shall conform to Federal Specification SS-C-192, Type 1 or Type III.

Sand shall be free from clay, earth or other deleterious matter and shall be sharp and clean. It shall be evenly graded as follows:

Passing Sieve	Percent by Weight
No. 4	95 - 100
No. 15	35 - 75
No. 50	10 - 25
No. 100	2 - 8

Grout backfill shall be installed in the annular space between the conductor casing bore and the conductor casing, over the entire depth of the conductor casing, and between the well casing and the well bore or conductor casing, in the area between the top of the well and fifty feet (50') below the ground surface for the sanitary seal.

SECTION 20 - GRAVEL

Gravel Chute:

The Contractor shall furnish and install a gravel chute sixty feet (60') below existing grade to the top of the well for future addition of gravel as shown on the drawings. Gravel chute shall be schedule 40 steel or Schedule 80 PVC. Chute diameter shall be three inches (3").

Gravel Pack:

The gravel pack mix design to be used in the annular space between the well casing and the bore hole, as shown on the drawing, shall be in accordance with AWWA A-100, Section 6, and shall be round, durable gravel, six (6) by twelve (12), supplied by a manufacturer normally engaged in the manufacture of water well gravel packs. Gravel pack shall conform to the following gradation:

Sizes	Percent Passing
No. 4	100
No. 6	85 - 100
No. 8	30 - 70
No. 10	10 - 40

No. 12	1 - 10
No. 14	Tr - 5

Note: Under no circumstances shall crushed rock be used for gravel pack.

If changes in the gravel pack mix design are recommended after the pilot hole is completed, the revised mix design shall be submitted to the Engineer for his review after the pilot hole has been drilled and the aquifer strata classified.

A sample of the proposed gravel pack shall be submitted to the Engineer for gradation testing, and approval shall be obtained in writing before any gravel is delivered to the well site. Gravel shall be disinfected in accordance with AWWA A100-Section 6.

Prior to placing the gravel, a granular hypochlorite, or similar disinfectant shall be added to the gravel at the rate of one-half pound (1/2 lb.) per cubic yard of gravel, based on seventy percent (70%) chlorine content. If a lesser strength hypochlorite or other chlorine product is used, the quantity shall be adjusted accordingly.

The gravel shall be placed from bottom to the top in one continuous flow. The Contractor shall also make adequate preparation in terms of gravel stock-pile and gravel handling equipment to ensure uninterrupted feed. Suitable precautions shall be taken to avoid the possibility of the gravel bridging or clogging at any point. During the time the gravel is being placed, a sounding line shall be kept suspended in the well to determine the position of the gravel at all times and a "bailer" shall be worked to firmly settle the gravel so that the space will be completely filled throughout the entire depth of the well. After the gravel is in place, circulation and water jetting shall continue in stages until gravel is consolidated and cleared.

A tremie pipe or tube shall be used to place gravel. It shall be of sufficient length to reach the bottom of the gravel pack and be raised to match the gravel level as gravel is placed.

A careful record shall be kept of the amount of gravel added during placement and consolidation. The total quantity of gravel placed in the annulus during placement and development shall be at least as the calculated volume of the annulus.

Full compensation for furnishing and placing gravel, including gravel chute, all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Gravel (Including 3" Diameter Gravel Chute)," and no additional compensation will be made.

SECTION 21 - CLOSURE PLUG

The bottom end of the casing shall be furnished with ten feet (10') of blank casing and closure plate of similar material and thickness as the casing.

Full compensation for furnishing and installing blank casing and closure plug, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Install 12" Diameter Steel Blank Casing," and no additional compensation will be made.

SECTION 22 - WELL DEVELOPMENT

Development of the well is an operation separate and apart from the test pumping; the object being to clear the well of sand and any remaining drilling fluid mudcake and allow the water to enter the casing so that the testing for production can be done without interruption.

The Contractor shall furnish all necessary pumps, compressors, plungers or other needed equipment and shall develop the well by surging, jetting or other such approved methods as shall be necessary to give the maximum yield or water per foot of drawdown, and shall extract from the water-bearing formation the maximum practical quantity of such sands as may, during the life of the well, be drawn through the screen when the well is pumped under maximum conditions of drawdown.

The Contractor shall dispose of all testing and development water in designated areas within the parklands.

Full compensation for developing and testing of well, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for "Well Development," and no additional compensation will be made.

SECTION 23 - TESTING PUMPING FOR YIELD AND DRAWDOWN

After the well has been developed and cleaned out and the depth of the well accurately measured, the Contractor shall notify the Engineer to that effect and shall make the necessary arrangements for conducting a pumping test. The pumping test shall be as specified herein, in the presence of the Engineer.

The test pump, discharge column, and pump head shall be washed with chlorine solution as it is lowered into the well or installed on top of the well. After it has been placed into position, the pump shall be operated so as to thoroughly mix the disinfectant with the water in the well.

The Contractor shall furnish, install and remove at completion of the test, all necessary pumping equipment, and driver, piping and measuring devices for the test. The pump shall have a capacity of not less than one thousand (1,000) gpm at the head required for maximum drawdown. The pump setting shall be at such depth that the bottom bowl is submerged at all times.

The pumping unit shall be complete with prime mover of ample power, controls, and appurtenances and shall be capable of being operated without interruption for a period of twenty-four (24) hours.

The Contractor shall furnish all necessary discharge piping and appurtenances of the pumping unit, which shall be of sufficient size and length to conduct the water being pumped to an approved point of disposal. The Contractor shall also furnish, install and maintain calibrated equipment of approved size and type for measuring the flow of water; such equipment to be a weir box, orifice or water meter. To measure the elevation of the water level in the well, an air test line complete with calibrated gauge activated by compressed air furnished by the Contractor shall be provided. Unless otherwise permitted, the air line shall be securely fastened to the pumping unit and shall terminate approximately at the maximum desired pumping depth, but shall in no case be closer than two feet (2') to the end of the suction pipe.

The Contractor shall be required to notify all residences near the well sites before testing begins. This notification will give in detail the dates and times of testing, explaining the type and degree of noise pollution. The Engineer shall approve the area to be notified and the notice.

The Contractor shall furnish all labor, fuel and incidental materials required for the duration of test as specified below.

Duration of the test:

Step Test: Run at the rates of production and duration of times as directed by the Engineer. A minimum of four (4) tests of four (4) hour duration shall be performed, each at consecutively higher rates. The pumping rates shall be fifty percent (50%), one hundred percent (100%), one hundred fifty percent (150%), and two hundred percent (200%) of the design capacity of the well, unless other rates are recommended by the Contractor and are approved by the Engineer.

Continuous Test:

After the step test and a twenty-four (24) hour recovery period, the testing of the well shall proceed in one continuous uninterrupted operation for a period of twenty-four (24) hours. The rate for the twenty-four (24) hour test shall be the design rate for the well, unless another rate is specified by the Engineer on the basis of the step test. Should the testing period cease at any time greater than one percent (1%) of the accumulated test time for any reason whatsoever before the twenty-four (24) hour testing period shall have expired, such testing period shall again commence and shall proceed for twenty-four (24) hours, as herein specified, at no additional cost to the County. If stability has not been achieved after the twenty-four (24) hour continuous test, an additional twenty-four (24) hour testing period shall be performed. Payment shall be by the Contractor's unit price included in his proposal.

Procedure:

Prior to starting each pumping test, the static water level in the well shall be determined. The pump shall be started and operated continuously for such period that, for each successive rate specified by the Engineer, the water level in the well shall become stable. Pumping at each successive rate shall be continued for a minimum period as selected by the Engineer after the water level in the well has become stable. During the progress of the test, measurements shall be taken as specified below to determine:

- a) Water level in well;
- b) Rate of pumping.

After each pumping period, a recovery period equal to the pumping period duration shall be provided. During recovery periods, water level measurements shall be made at one-minute intervals for the first fifteen (15) minutes and at five (5) minute intervals thereafter.

Measurements of pumping rate and water level shall be obtained from the production well every one (1) minute for the first ten (10) minutes of each test, every two (2) minutes for the next ten (10) minutes, every five (5) minutes for the next forty (40) minutes, every fifteen (15) minutes for the next hour, every thirty (30) minutes for the next three (3) hours, and hourly for the remainder of the pumping period. Recovery water level measurements shall be made with the same frequency until sufficient data has been collected to extrapolate the full recovery of the well or until the Engineer requires no further data. This period shall not exceed one-third (1/3) of the duration of the pumping portion of the test.

At the completion of test pumping, the gravel pack level shall be measured, and if necessary, the gravel envelope shall be refilled.

The Contractor shall provide at his expense a means of measuring gravel level and means of water sampling so that the Engineer can keep continuously informed on the progress of development.

The following conditions must be achieved by the end of the development and testing period:

- a) Sand production is not more than five (5) parts per million maximum.

- b) Turbidity of five (5) N.T.U. maximum.
- c) The quantity of gravel placed in the annulus shall be at least equal to the calculated volume of the annulus.
- d) There shall be no further settlement of the gravel envelope.

Sand production shall average less than five (5) parts per million (ppm) when measured on one (1) minute intervals between twelve (12) and fifteen (15) minutes after commencement of pumping at the design capacity of three hundred seventy-five (375) gpm. Sand production shall be measured by a centrifugal sand separator similar to that described in the Journal of the American Waterworks Association, Vol. 46, No. 2, February, 1954. For purposes of the sand guarantee, sand production shall be defined as the average concentration measured at the well's design capacity over a three (3) minute period with readings taken at twelve (12), thirteen (13), fourteen (14), and fifteen (15) minutes after pumping is commenced.

Turbidity shall be measured in nephelometric turbidity units as described in Section 214A of Standard Methods, 16th Edition, 1985. The Contractor shall be responsible for Turbidity analyses.

The Contractor shall keep accurate records of the pump test and furnish copies of all records to the Engineer upon completion of the test. The records shall also be available to the Engineer for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to: well depth and diameter; complete screen description, length and setting; a description of the measuring point; the methods used in measuring water levels and pumping rates. Records of measurements shall include the data of the test, the clock time and elapsed pumping time of each measurement, the depth to water below the measuring point, the pumping rate at the time of measurement and any pertinent comments or conditions that may affect the measurements. Frequency of waste level measurements before, during, and after pumping shall be as specified by the Engineer.

Cleaning:

After the completion of the test, the Contractor shall remove by bailing, sand pumping or other methods any sand, gravel, or other foreign material that may have become deposited in the well. Prior to capping the well at job completion, the well shall be completely bailed and cleaned.

The Contractor shall furnish all materials and equipment necessary to protect the adjacent land from being washed out during test pumping.

Full compensation for testing for yield and drawdown, providing and maintaining testing records, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer shall be considered as included in the contract lump sum price paid for "Test Pumping for Yield and Drawdown," and no additional compensation shall be allowed.

SECTION 24 - WATER SAMPLES

The Contractor shall be responsible for providing water quality sampling and testing after completion of the well. A laboratory approved by the Department of Environmental Resources shall perform water testing. A copy of the laboratory analysis shall be forwarded to the Stanislaus County Department of Environmental Resources, located at 3800 Cornucopia Way, Suite C, in the City of Modesto.

Sufficient water samples shall be taken to ensure that additional testing can be accomplished if desired by the County.

The Contractor shall be responsible for collecting and testing water samples as required by California Department of Public Health requirements for Transient Non-Community Water Systems. All test results shall be delivered to the Engineer. The water samples shall be tested for the following:

1. General Mineral (1 sample)
2. Fluoride (1 sample)
3. Nitrite (1 sample)
4. Nitrate (1 sample)
5. Nitrite Nitrogen (1 sample)
6. Nitrate Nitrogen (2 sample)
7. Total Coliform Bacteria in the absence of chlorine (2 samples)
8. Bacteriological (1 sample)

Full compensation for sampling and testing water samples, including all labor, materials, tools, equipment, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Water Quality Sampling and Testing," and no additional compensation shall be made.

SECTION 25 - CAPPING WELL

Immediately prior to removal of the test pump, conducting the roundness survey, and capping, the well shall receive a final disinfection in accordance with AWWA A-100, Section 11. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 50 mg/L of available chlorine shall be obtained for the entire water depth of the well, and this solution shall remain in the well for a period of at least 24 hr. The chlorine solution shall be prepared and applied to produce a contaminant-free sample. Disinfection, pump removal, and capping shall all be completed in one shift.

At all times during the progress of the construction, the Contractor shall protect the well in such a manner so as to effectively prevent either tampering with the well or the entrance of foreign matter into it; and upon its completion, the Contractor shall weld a steel plate on the end of the casing to the finished elevation shown on the drawings.

Except when drilling is in progress, the top of the well shall be kept securely capped, both night and day, in such a manner as to effectively prevent either tampering with the well or entrance of foreign matter.

Upon completion of the well, the top of both conductor and well casings shall be capped by means of a cap or one-quarter inch (1/4") steel plate of proper size securely fastened or spot-welded in place.

Full compensation for capping the well, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Well Cap," and no additional compensation shall be allowed.

SECTION 26 - DEVELOPMENT WATER AND TAILINGS

The tailings from the construction of the well shall be confined in the vicinity of the well site. The Contractor will be required to construct a temporary settling pond if necessary. Said pond shall be used to separate solid material from the development water. The Contractor shall be responsible for the disposal of all development and test water that will discharge from the settling pond. After the well construction and well development is completed, the Contractor shall remove the temporary settling pond by regarding the site to original ground conditions before pond was constructed.

Full compensation for management of development water and tailings, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work, and no additional compensation shall be allowed.

SECTION 27 - CLEANING OF WELL

After the well has been completely constructed and developed, it shall be thoroughly cleaned of all foreign substances, including tools, timbers, rope, debris of any kind, cement, oil grease, joint dope and scum. The well shall then be disinfected with a chlorine solution. It may be added, if desired, while the test pump is still in place and the well surged to help distribute the chlorine solution. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of a least 50 parts per million of chlorine shall be obtained in all parts of the well water. The chlorine solution shall remain in the well for at least two (2) hours.

After the well is pumped to waste, to remove all disinfectant, three (3), one (1) gallon water quality samples shall be taken and submitted to the Engineer for his analysis. The disinfection procedure shall be repeated as necessary until tests for coliform are negative.

Full compensation for cleaning of well, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed.

SECTION 28 - ABANDON EXISTING WELL

Before the existing well is destroyed, it shall be investigated to determine its condition, details of construction, and whether there are obstructions that will interfere with the process of filling and sealing. This may include the use of downhole television and photography for visual inspection of the well.

The well shall be cleaned, as needed, so that all undesirable materials, including obstructions to filling and sealing, debris, oil from oil-lubricated pumps, or pollutants and contaminants that could interfere with well destruction are removed for disposal.

The Engineer shall be notified as soon as possible if pollutants and contaminants are known or suspected to be in a well to be destroyed. Well destruction operations may then proceed only at the approval of the Stanislaus County Department of Environmental Resources.

Where necessary, to ensure that sealing material fills not only the well casing but also any annular space or nearby voids within the zone(s) to be sealed, the casing should be perforated or otherwise punctured.

The existing well shall be sealed in conformance with Part III, "Destruction of Wells," of the California Well Standards.

The Contractor shall remove and dispose of existing concrete pedestal.

Full compensation for abandoning the existing well, including cleaning and removal of debris from the well, removing and disposing of existing concrete pedestal, and sealing the well in conformance with the California Well Standards and these Special Provisions shall be considered as included in the contract lump sum price paid for "Abandon Existing Well," and no additional compensation will be allowed.

SECTION 29 - EARTHWORK

The Contractor shall grade the project site to drain away from the new well. Relative compaction of ninety percent (90%) shall be obtained in all earthwork.

Full compensation for grading the project site, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for "Earthwork," and no additional compensation shall be allowed.

SECTION 30 - AGGREGATE BASE (CLASS 2)

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

Full compensation for furnishing and placing aggregate base as required in these Special Provisions, as shown on the plans, and as directed by the Engineer shall be considered as included in the contract price paid for "Aggregate Base (Class 2)," and no additional compensation shall be allowed.

SECTION 31 - REINFORCED CONCRETE PEDESTAL

The Contractor shall construct reinforced concrete pedestal as shown on the plans, and as specified in these Special Provisions.

Concrete pedestal shall be minor concrete as specified in Section 90-10, "Minor Concrete," of the Caltrans Standard Specifications.

Reinforcement bar for concrete base shall be #5 reinforcement bar and placed as shown on the plans. Reinforcement bar shall conform to the requirements of Section 52-1.02A, "Bar Reinforcement," of the Caltrans Standard Specifications.

Full compensation for constructing concrete pedestal, including reinforcement, and all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for "Concrete Pedestal (Including Reinforcement Bar)," and no additional compensation shall be allowed.

SECTION 32 - INSTALL EXISTING WELL PUMP AND WELL HEAD

The Contractor shall install the existing well pump and wellhead at the new well location. Prior to installation, the Contractor shall inspect the existing well pump and wellhead for damage. The Contractor shall notify the Engineer if any damage is found or if replacement parts are needed. The existing pump and column pipe was purchased new and originally installed in February 2008. It was pulled the week of January 19, 2009 and has been exposed to the elements since that time. The Contractor shall properly disinfect column pipe and well pump before it is placed in the new well.

The Contractor shall furnish and install new electrical wire, conduit, and appurtenances as necessary to provide power from the existing electrical panel to the pump.

Splicing of pump wires will not be allowed.

The Contractor shall install fittings and electrical connections to enable chlorination facilities to be readily installed.

Full compensation for installing the existing well pump and well head, including inspection of the well pump and well head, installation of fittings and electrical connections, and all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for "Install Existing Well Pump and Well Head," and no additional compensation shall be allowed.

SECTION 33 - REINFORCED CONCRETE PIPE SUPPORTS

The Contractor shall construct reinforced concrete base and install pipe supports as shown on the plans, and as specified in these Special Provisions. Pipe supports shall be Standon Model C92 Adjustable Pipe Saddle Clamp Support, or equal, and be anchored into reinforced concrete base. All pipe supports shall be galvanized.

Concrete base shall be minor concrete as specified in Section 90-10, "Minor Concrete," of the Caltrans Standard Specifications.

Reinforcement bar for concrete base shall be #5 reinforcement bar and placed as shown on the plans. Reinforcement bar shall conform to the requirements of Section 52-1.02A, "Bar Reinforcement," of the Caltrans Standard Specifications.

Full compensation for constructing reinforced concrete base and furnishing and installing pipe supports, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for "Concrete Pipe Supports (Including Reinforcement Bar)," and no additional compensation shall be allowed.

SECTION 34 - INSTALL 6" DIAMETER DUCTILE IRON PIPE

The Contractor shall furnish and install 6" diameter ductile iron pipe (DIP) as shown on the plans, and as directed by the Engineer.

The Contractor shall install non-threaded down-turned sampling tap between wellhead and check valve as shown on the plans, and as directed by the Engineer.

The Contractor shall install approved column vent (screened inverted vent) as shown on the plans and as directed by the Engineer.

Full compensation for furnishing and installing ductile iron pipe, sampling tap, and column vent, including all labor, equipment, materials, and incidental work as shown on the plans, and as directed by the Engineer, shall be considered as included in the contract price paid for "Install 6" Diameter Ductile Iron Pipe," and no additional compensation shall be allowed.

SECTION 35 - CHAIN LINK FENCE AND GATE

The Contractor shall install chain link fence and gate, including barbwire and all appurtenances as shown on the plans, these Special Provisions, and as directed by the Engineer. Chain Link Fence shall match the existing fence at the project site.

Full compensation for furnishing and installing chain link fence, gate, and all required appurtenances as shown on the plans, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid for "Install Chain Link Fence," and "Install 12' Wide Chain Link Gate," and no additional compensation shall be allowed.

SECTION 36 - RECORD DRAWINGS

The Contractor shall maintain and keep two (2) sets of plan with all deviation from the approved plans clearly identified. This plan shall be available for review by the County and shall be provided to the Engineer after completion of construction and prior to final payment. All revisions to the approved plans shall be marked clearly.

Full compensation for maintaining and submitting two (2) sets plans with all deviation from the approved plans clearly identified, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for "Record Drawings," and no additional compensation shall be allowed.

SECTION 3 - SITE CLEAN UP

Prior to final inspection by the Engineer, the Contractor shall carefully clean the project site, finish repair work, make necessary adjustments and removed all equipment and drilling spoil from the site and restore the site to a condition similar to that existing prior to construction of the well.

The Contractor shall remove all cuttings, drillings, debris and unused materials from the site and dispose of them in a manner acceptable to the Engineer. Upon completion of the work, the site shall be left in a neat and clean condition to the satisfaction of the Engineer.

The recirculation pit shall be drained, and drilling fluid removed and disposed of by the contractor. The pit shall be filled in 12" lifts and compacted to 90% density per Caltrans Standard Specifications.

Full compensation for project site clean, including all labor, equipment, materials, and incidental work as required in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation shall be allowed.

(intentionally left blank)

2.00 GENERAL CONDITIONS.

2.01 OWNER. The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

2.02 BOARD. The term "Board", where used herein, shall mean the Stanislaus County Purchasing Division of the County of Stanislaus, California.

2.03 ENGINEER. The Director of Parks and Recreation or the Director of Public Works shall supervise and be responsible for the work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of the Department of Parks and Recreation or the Director of Public Works of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

2.04 CONTRACTOR. The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded to by the Board.

2.05 SUBCONTRACTOR. The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the work or portion of the work described and specified herein.

2.06 WORK. The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

2.07 CONTRACT DOCUMENTS. The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, special provisions, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

2.08 DOCUMENT CLARITY. The Contractor's attention is directed Government Code section 27361.7, which requires that documents will reproduce readable photographic record:

"Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the Recorder may require the person presenting it for record to substitute a legible copy of the first document by handwriting or typewriting and attach the same to the original as part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word "text" includes the notary seal, certificates and other appendages thereto."

2.09 COMPLETE CONTRACT. The complete contract consists of all of the contract documents.

2.10 PLANS AND SPECIFICATIONS. The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

2.11 AGREEMENT. The Contractor to whom the work is awarded shall, within five (5) working days after receipt of the contract documents as mailed by the Department of Parks and Recreation, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

2.12 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES. Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work.

2.13 PERMITS AND LICENSES. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

2.14 INSPECTION OF WORK. A representative of the Owner shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Department of Parks and Recreation regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

2.15 BONDS. The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. All participating signatures on the bonds shall be notarized.

2.16 INSURANCE.

2.16.1 Scope of Coverage. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) **General Liability.** Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form which uses a general aggregate limit, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) **Fire Insurance.** Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name of the Owner and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, with limits of not less than one hundred percent of the contract price.

(c) **Automobile Liability Insurance.** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(d) **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

2.16.2 Deductibles, Self-insured Retentions and Named Insureds. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Owner. At the option of the Owner, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.

2.16.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the Owner and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Owner and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

2.16.4 Primary Insurance. The Contractor's insurance coverage shall be primary insurance regarding the Owner and Owner's officers, officials and employees. Any insurance or self-insurance maintained by the Owner or Owner's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

2.16.5 Compliance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or its officers, officials, employees or volunteers.

2.16.6 Application of Insurance. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.16.7 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.

2.16.8 Acceptability of Insurers. Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII.

2.16.9 Subcontractors. Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

2.16.10 Verification of Coverage. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the

Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

2.16.11 Limitation of Liability. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

2.17 DEFENSE AND INDEMNIFICATION.

2.17.1 Contractor Indemnification. Contractor and its officers, employees, agents, representatives or subcontractors shall defend, indemnify and hold harmless the Owner and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with the performance of this Agreement by Contractor or Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any act or omission of the Contractor and its officers, employees, agents, representatives, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

2.17.2 Effect of Insurance. Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

2.17.3 Owner Indemnification. To the extent permitted by law, the Owner shall defend, indemnify and hold harmless Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of Owner and its officers or employees.

2.18 ASSIGNMENT OF CONTRACT. The Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

2.19 EIGHT-HOUR DAY. The time of service of any laborer, workman, or mechanic employed upon any of the work herein specified is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day and not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall forfeit, as a penalty to the owner \$25.00 for each laborer, workman or mechanic employed in the execution of this contract by him or by any subcontractor under him, upon any public work herein specified for each calendar day or week during which any laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and said sums and amount which shall have been so forfeited pursuant to this paragraph and said provisions of said Labor Code shall be withheld and retained from payment due to the Contractor under this contract, pursuant to this contract and the said terms of said Code; but no sums shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Board.

2.20 PREVAILING WAGES. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Owner on the contract.

2.21 PAYROLLS AND BASIC RECORDS. The Contractor shall meet the requirements of Section 7-1.01A(3), "Payroll Records", of the State of California Standard Specifications. The Contractor shall be responsible for compliance by his subcontractors.

2.22 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

2.23 STANDARD SPECIFICATIONS AND CODES. All work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Code Title 16, Chap. 16.05 (Uniform Building Code, 2007 Edition)
 Stanislaus County Code Title 16, Chap. 16.10 (Uniform Plumbing Code, 2006 Edition)
 Stanislaus County Code Title 16, Chap. 16.15 (National Electric Code, 2005 Edition)
 Stanislaus County Code Title 16, Chap. 16.20 (Uniform Mechanical Code, 2006 Edition)
 Standard Specifications, State of California, Department of Transportation (2006)
 Stanislaus County Improvement Standards (2007)
 California Building Code (California Code of Regulations, Title 24, Part 2)

2.24 TAXES. Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

2.25 TIME FOR COMPLETION AND LIQUIDATED DAMAGES. The work to be performed under this contract shall be completed within

"Twenty-one (21) Working Days"

from the date of Notice to Proceed. Should the Contractor fail to complete this contract and the work provided for therein within the fixed time for such completion, the parties hereto agree that it would be impracticable or extremely difficult to fix the actual damage, and therefore agree that the Contractor shall be liable to the Owner and may be assessed by the Owner in the sum of five hundred dollars (\$500.00) per day for each calendar day this contract is delayed beyond the time of completion above agreed upon by failure of the Contractor to complete the contract as specified. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any other claim for damage because of such delay, and shall not be construed as a penalty.

2.26 PREFERENCES. Price and quality being equal, preference shall be given by the Contractor to Stanislaus County products.

2.27 DEFECTS IN WORK. The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

2.28 DEVIATION FROM PLANS AND SPECIFICATIONS. No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

2.29 BRANDS. Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have five (5) working days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. The Contractor shall have five (5) working days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

2.30 NEW MATERIALS. All materials used in the work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the work. All work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

2.31 ABANDONMENT OF WORK. Should the Contractor abandon the work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the

Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

2.32 OCCUPANCY OF BUILDING. The Owner reserves the right to occupy or use any part or parts or the entirety of the building or project upon which the work is to be performed during the performance of the work. The exercising of this right shall in no way constitute an acceptance of such part or parts of the work, nor shall it in any way effect the date and time when the work is to be completed, nor shall it in any way prejudice the Owner's rights in the Contractor any bond guaranteeing the same; this contract is to be deemed completed only when all of the work contracted for shall be duly and properly performed and accepted by the Board.

2.33 EXTENSION OF TIME. If it appears to the Contractor that he will not complete the work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

2.34 SUSPENSION OF WORK. Should the Owner, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the work as above required.

2.35 JUSTIFIABLE DELAYS. The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the County finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the County may at its option, rescind said contract and pay said Contractor for the reasonable value of the work completed and let a new contract for the completion of the remainder of the work herein specified.

2.36 PATENTS AND ROYALTIES. If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

2.37 EXAMINATION OF SITE. The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

2.38 DAMAGE TO OTHERS. The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

2.39 SURVEYS AND GRADES. The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

2.40 SHOP DRAWINGS. The Contractor shall furnish two (2) copies of shop drawings for all steel, miscellaneous iron, electrical and sheet metal work at such time as to cause no delay in his own or other person's work. The Engineer shall, with reasonable promptness, check the drawings, making corrections, and return them for fabrication; two (2) copies of the corrected drawings used for fabrication shall be returned to the Engineer. The drawings shall not relieve the Contractor from any errors made in fabrication or deviation from original plans and specifications unless such deviation has been specifically permitted in writing by the Director of the Department of Parks and Recreation or the Department of Public Works.

2.41 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Director of Parks and Recreation.

2.42 CHANGES IN WORK. The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the project.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of work required by that change order. Furthermore, the amount agreed upon as the value of extra work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing of that change order.

2.43 CLEANING UP. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors, as the authorized representative shall deem just.

2.44 SUPERVISION. The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

2.45 APPRENTICESHIP STANDARDS. This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (d) When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employees registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

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

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

2.46 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.

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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, 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 acknowledgment by the parties.

2.47 EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

2.48 HANDICAPPED NON-DISCRIMINATION. This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by the applicable office of Revenue Sharing Regulations (31 CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.49 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

2.50 CONTRACTS WHICH INVOLVE DIGGING TRENCHES OR EXCAVATIONS. Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it 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 shall issue a change order under the procedures described in the contract.

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

2.51 ARBITRATION. The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read as follows:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

2.52 NOTICE OF POTENTIAL CLAIM. Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read as follows:

9-1.04 Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act (Government Code sections 12650 et seq.). The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and

impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

2.53 FINAL PAYMENT AND CLAIMS. Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read as follows:

"9-1.07B Final Payment and Claims. After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages" 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

"On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Sections 9-1.03C, 'Records,' and 9-1.09, "Clerical Errors."

"If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

"Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

"The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

"Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

"Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act (Government Code Section 12650 et. seq.), the undersigned, hereby certifies that the claim for the additional

compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____ /s/ _____

(name) _____ of
(title) _____
(company) _____

Subscribed and sworn before me this _____ day of _____.

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

2.54 CLAIMS UNDER \$375,000.

The provision of Article 1.5 (commencing with section 20104) of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

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

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

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

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

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

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

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim.

Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

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

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

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

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

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

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

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

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

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

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

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

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

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

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

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

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