Request for Proposal: Sewer Collection System Condition Assessment

The Tuolumne Utilities District (“TUD” or “District”) will receive sealed proposals from qualified Sanitary Sewer Condition Assessment and Closed Circuit Television (CCTV) Inspection Service contractors at the District’s main office, 18885 Nugget Blvd. Sonora, CA. 95370 until 2 pm on August 6, 2013.

The awarded contractor will provide Sanitary Sewer Condition Assessment and CCTV Inspection services for the District’s sanitary sewer system in accordance with the Scope of Work (Exhibit A) and the Special Provisions and Technical Specifications (Exhibit B) and the submitted Bid Schedule (Exhibit E) for a period of approximately 2 years. The District reserves the right to assign more or less quantities/work per year for the same unit price provided by the contractor in the Bid Schedule (Exhibit E).

Award of the Contract, if it be awarded, will be made by the District within ninety (90) days after receipt of proposals. The District will award this contract based on “best value” as determined by the District, under its sole and absolute discretion. The District anticipates awarding a contract in Fall 2013.

Washington St. – Downtown Sonora

Existing Vitrified Clay Sewer Main
The Tuolumne Utilities District provides water and wastewater services to the communities of Columbia, Jamestown, Sonora, Soulsbyville, and Willow Springs. The District collects wastewater from approximately 10,500 equivalent single family residences. The District operates and maintains approximately 125 miles of pipeline up to 18-inches in diameter.

The service area is predominately low density and rural in nature. The largest community of Sonora has a population of about 4,500 residents. The District recently settled litigation with the California Sportfishing Alliance (CSPA). The agreement with CSPA stipulates that the District conduct video inspection and condition assessment of its entire inventory of pipeline, up to 15-inches in diameter, by December 31, 2017. The inspections will formally document the condition of the District’s sanitary sewers as required under the adopted Consent Decree.

This contract will cover Phase 1 of the pipeline assessment program and will end on December 31, 2015. At that time the District will either negotiate an extension of the pre-existing contract or will go out to bid for the next phase of inspection and assessment for the remaining segments of pipeline.

**BID FORMAT:**

A responsive bid will include:

- ✔ Completed Bid Schedule with acknowledgement of any addenda
- ✔ Hourly rate sheet for different staff classifications for reference
- ✔ Submittal/Specs on camera and flushing equipment to be used on this project
- ✔ Submittal/Specs on software package to be used on this project
- ✔ Sample report format
- ✔ Provide (3) references for similar work completed within the last 3 years.
- ✔ Provide PACP certifications for staff that would be assigned to this project.

**BID DOCUMENTS:**

Exhibit “A” – Scope of Work
Exhibit “B” – Special Provisions and Technical Specifications
Exhibit “C” – District Service Area
Exhibit “D” – Sample Agreement
Exhibit “E” – Bid Schedule

**CONTACT PERSON:**
Erik D. Johnson
Associate Engineer, TUD
(209) 532-5536 ext. 520
erikj@tudwater.com

**SUBMIT PROPOSAL TO:**
Tuolumne Utilities District
Attn: Erik D. Johnson
18885 Nugget Blvd.
Sonora, CA. 95370

**DEADLINE FOR SUBMISSION:**
2 pm, Tuesday, August 6th.
EXHIBIT A: Scope of Work

Contractor to furnish all labor, equipment, materials, to:

- CCTV inspect and conduct pipeline assessment per PACP standard for approximately 200,000 lf by December 31, 2014 and another approximately 160,000 lf of pipeline by December 31, 2015. Expedited schedules of work require prior approval by the District. The contract will be for inspection and assessment services through the end of 2015, at which point the District will likely negotiate a renewal of the existing contract or rebid the project to complete work on the remaining pipeline segments.

### Inventory of Pipe by Diameter

<table>
<thead>
<tr>
<th>Pipe Diameter (in)</th>
<th>Length (lf)</th>
<th>Length (lf)</th>
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<tbody>
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<td>29,539</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>1,614</td>
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</tbody>
</table>

Total to Inspect and Assess in 27 months: 359,614

Monthly Goal*: 13,319

Min. Goal Yr. 1 (by December 31, 2014) (15 months): 199,786

Min. Goal Yr. 2 (by December 31, 2015) (12 months): 159,829

*Assumes project begins on October 1, 2013 and is completed on December 31, 2015.

- Provide Traffic Control as needed, per Caltrans, City of Sonora, or Tuolumne County requirements. All Traffic Control costs to be paid for in the unit costs for pipeline inspection and assessment.
- Provide insurance coverage as specified in the Sample Agreement (Exhibit D)
- Submit video and assessments in digital format to the District every week, unless otherwise directed by the Project Engineer.
- All labor is subject to the most current California State Prevailing Wage Determinations.
- Contractor could be subject for liquidated damages of $200/day for every working day beyond the deadline for meeting footage goals, listed above, for CCTV and Inspection.

District is responsible for:

- District to determine/prioritize schedule and location of inspections and assessments.
• Unless otherwise specified, all flushing and precleaning shall be completed by the District no more than 3 weeks prior to the Contractor’s anticipated arrival to conduct the inspection and assessment.
• The District shall be responsible for all bypass pumping, if needed, to conduct an acceptable inspection and assessment. Bypass pumping will only be considered if inspection during “off peak” hours will still not yield satisfactory flow conditions.
• The District shall be responsible for providing a numbering system for all sewer manholes and for tagging manholes prior to the Contractor’s arrival for flushing and/or CCTV inspection.
• District to provide Contractor with a location to park and store equipment. District will make available space at its maintenance yard or at its Regional Wastewater Treatment Plant.
• District staff shall be responsible for all customer notifications, including door hangers, press releases, and telephone notifications as necessary to keep customers adequately informed.
• If applicable, the District will furnish all water (at no cost to the Contractor) needed to conduct flushing operations included in the Additive Alternate.
• If applicable, the Contractor will be allowed to dispose of all material generated from flushing operations at the District’s Regional Wastewater Treatment Plant at no cost to the Contractor.

**AT DISTRICT’S OPTION (ADDITIVE ALTERNATE): Contractor to furnish all labor, equipment, materials, to:**

• Complete two passes of a high pressure hydroflusher to cut roots, remove sludge, dirt, sand, rocks, grease, and other material from the pipe such that defects are not obscured and structural defects can be adequately viewed and properly graded.
• Dispose of debris collected from pipeline flushing at the District’s Regional Wastewater Treatment Plant.
• Provide equipment and labor to GPS locations of sewer manholes and also “dip” (measure from the rim to the pipe invert(s)) at each sewer manhole. The GPS locating and manhole dipping will be limited to only those SMHs that are opened in order to conduct CCTV inspections and/or flushing operations. The District anticipates that this work can be done concurrently with the flushing operation and will not slow down or add labor to the cleaning processes.
EXHIBIT B: Special Provisions and Technical Specifications

SPECIAL PROVISIONS

1. The District will be responsible to obtain approval from property owners before commencing hydroflushing, CCTV, and/or other investigative work on private property.

2. Pipeline lengths shall be measured from centerline to centerline of access structures (e.g., Manhole, flushing branch, etc.).

3. A firm written schedule encompassing each calendar week’s program will be submitted to the District by the Contractor for CCTV inspection a minimum of ten (10) days prior to commencement of hydroflushing and inspection. If minor modifications in schedule are necessary, the District will be notified a minimum of 24 hours prior to the change. District will prioritize the Contractor’s work and determine sequence of work.

4. If not completed by District staff, the District may request the Contractor preclean the pipeline segment prior to the CCTV inspection. Precleaning shall include two passes of a high pressure hydroflusher to remove sludge, dirt, sand, rocks, grease, and other solid or semi-solid material from the pipe such that defects are not obscured and structural defects can be adequately viewed and properly graded. Contractor shall use appropriate nozzles and water pressure needed to achieve removal of such materials. Inspection of pipeline reaches that have heavy or dense material or obstructions that cannot be removed with a high pressure hydroflusher and/or the use of a hydraulic root cutter shall not proceed without approval from the District. All debris collected during cleaning shall be removed from the pipeline, quantified, characterized, and disposed of at the District’s Regional Wastewater Treatment Plant at no cost to the Contractor.

5. All open access structures or manholes will be attended at all times, and all access structures or manholes that were sealed to control odors or entry of extraneous water will be resealed after entry.

6. All equipment will be removed from the area at the end of the work day.

7. Contractor's Traffic Safety Procedures shall conform to all applicable federal, state, District, and other local regulations and ordinances.

8. Televising shall generally be conducted in pipes flowing a maximum of 1/3 full, unless authorized by the District to do otherwise. Contractor shall adjust time of the work to correspond to low flow conditions to meet this depth requirement.

9. All footage measurements (real-time and recorded) shall be accurate within 2 percent throughout the operating range of the equipment.
10. Contractor's field crews shall be alerted to and shall promptly notify the District whenever they encounter any one of the following conditions:

   a. Potentially illicit connections draining into the sanitary sewer system or cross connections between the sanitary and storm drain systems.

   b. Potentially hazardous materials (liquid or solid).

   c. Pipe collapse or blockage requiring immediate attention.

   d. Potential network faults where drainage capability and/or safety is significantly affected and timely corrective measures are warranted.

   e. Locations where the network is at variance to the maps as issued for the work.

      Contractor shall redline maps and submit them to the District.

   f. Locations of system surcharging.

   g. Locations of sulfide odor or other hazardous atmospheric conditions.

11. Contractor shall legibly note any observed field conditions including access structures, pipelines, manhole IDs, location of system as encountered in the field that differ from information shown on maps provided by the District as part of the task order. The Contractor shall return these marked up maps with the video data and report submittals.

12. Payment shall be for televised footage. If a regular set-up and reverse set-up were both used, payment shall only be for the televised footage for one full length of the manhole-to-manhole inspection and cannot exceed actual length of the pipe.

13. Scope of services may involve inspection of 4-inch diameter sewer laterals on public and private property.

14. Contractor must be equipped to provide recorded CCTV inspections on portable hard drives, and must be able to provide CDs or DVDs for specific inspections upon request.

15. Video data and reports of urgent work requests shall be submitted within 1 week after the District directs an assignment.

16. Video data and reports of emergency work requests shall be submitted within 4 days after the District directs an assignment or within 2 days of completion of the work.

17. No travel time compensation will be provided.

18. Extra work, as requested by the District, shall be billed on a time and materials basis based upon the hourly rate sheet submitted with the bid.

19. All CCTV inspection submittals shall be identified beginning with the upstream structure ID followed by the downstream structure ID following the District’s numbering system.
SPECIFICATIONS: CCTV INSPECTION AND PIPELINE ASSESSMENT

This closed-circuit television (CCTV) survey and recording standard is intended to standardize CCTV operations for the collection of existing conditions data. It has been prepared to encompass all CCTV data collecting programs and to improve the quality and accuracy of the televising activities and the resulting CCTV reports. Additionally, it provides for consistent standards for the reviewing and acceptability of the recorded inspection submitted. It has been prepared for the specific use of CCTV operators and technicians, subcontractors, design engineers, CCTV interpreters, and others that may be involved in CCTV data collecting programs.

All CCTV data collecting and recording activities shall henceforth follow and conform to the minimum requirements of this document and those subparts described herein unless the Contract documents specify more stringent or different data requirements, in which event this standard shall be modified accordingly.

This CCTV survey standard encompasses the following subparts:

   Part I - Field Data Collecting Practices
   Part II - CCTV Inspection Data Standards and Deliverables Format
   Part III - CCTV Video and Data Review

PART I - FIELD DATA COLLECTING PRACTICES

All CCTV recording practice will be evaluated against these standards.

1. All recordings shall be in color with the ability to achieve proper balance of tint and brightness. The loss of color or severe redness due to equipment malfunction, and black and white pictures irrespective of quality may be cause for rejection by the District.

2. All pictures (recordings) shall be in focus, properly illuminated with good contrast, adequate color and tint, and without distortion or outside interference. Illumination shall be adjustable and evenly spread around 360 degrees of the sewer perimeter without loss of contrast, flare out of picture or shadowing. Lighting and camera quality shall be suitable to allow a clear in-focus picture of a minimum of ten linear feet of the entire periphery of the sewer pipe. The lighting for the camera shall minimize glare.

3. Televising will be performed during dry weather periods such that the water depth is no greater than 30 percent of the diameter of the pipe or greater than 6 inches. It will be the intent to be able to view approximately 70 percent of the pipe periphery. Televising during wet weather may be conducted if authorized by District.

4. The camera operation may be cable-pulled or self-propelling, and may record moving forward or on a reverse pull depending on the pipeline conditions. The preferred direction is forward from upstream to downstream. Reverse camera direction shall be allowed only if access for forward inspection is
impeded or if a reverse inspection is needed to complete inspection of an entire pipe segment where an obstruction was encountered in the forward direction. Camera travel speed shall not exceed 30 feet/minute.

5. The camera lens must be kept clean and clear; and any fogging due to oil, grease, or other water content or debris that obscures the lens shall be cleaned off before proceeding with the recording operation.

6. The camera lens must remain above the visible water level and may submerge only while passing through clearly identifiable line sags.

7. The camera shall be stopped for a minimum of 5 seconds at every lateral, broken pipe, root intrusion, or other defect or feature. The camera shall be stopped for a full minute at flowing, undocumented connections, and if needed, pulled back and re-televised to ensure a clear recording of the connection. If needed, the lens and lighting shall be readjusted to ensure a clear, distinct, and properly lighted feature.

8. Camera units shall have adjustable supports and shall be set so the camera axis is generally at the centerline of the pipe. The camera must be able to pan, tilt, and rotate and have a minimum 360 x 270 degree rotation.

9. All recordings shall have an audio descriptive narration by the CCTV operator. The operator shall clearly identify in the audio all important features: date, time, project, street names, structure numbers, camera direction, pipe size and material, all wye-tee junctions, all laterals, taps, breaks, roots, or other defects in accordance with the standards specified in Part II hereof. All laterals shall be called out and include the operator's estimate of the diameter, material type, and whether it is an active or inactive lateral.

10. Screen text shall be clearly displayed on a contrasting background. Startup screen must include at a minimum: the project number or name, upstream and downstream manhole IDs, location (street), date and time, and camera direction. During CCTV, the screen must show running footage (distance traveled) and observation code at each defect or construction feature recorded.

10. A still image photograph shall be taken of each defect and construction feature recorded.

11. Each structure-to-structure segment shall be recorded as a separate inspection. If the inspection continues through a structure, a new video recording and inspection record shall be started at each structure location. If a structure not shown on the District’s maps is encountered during inspection, Contractor shall locate the structure, and a temporary structure ID shall be assigned in accordance with guidelines provided by the District and a new video recording and inspection record started at that location.
PART II - CCTV INSPECTION DATA STANDARDS AND DELIVERABLES FORMAT

CCTV inspection data shall be recorded in accordance with the most current version of NASSCO PACP standards, including inspection (header) information and inspection observation data. CCTV inspection software used shall be capable of recording data using PACP standards and exporting inspection data to a standard PACP compliant database format. For each inspection, the contractor shall provide an inspection report (hard copy and electronic file format) that includes the following information:

- Street and closest address
- Upstream and downstream manhole IDs of inspected segment
- PACP Technician Name and Certification #
- Date and time of CCTV inspection
- Pre-cleaning date (unless completed by District)
- Type of pre-cleaning (unless completed by District)
- Quantity and type of debris removed by cleaning (unless completed by District)
- Camera direction
- Pipe diameter
- Pipe material
- Pipe joint length
- Pipe map length (if provided by District maps)
- Surveyed (inspected) length
- Footage location and description of all conditions and construction features observed in accordance with PACP standards
- PACP structural, O&M, and overall quick ratings and pipe ratings

In addition, the contractor shall provide a summary listing of all inspected segments by upstream/downstream manhole ID listing date of inspection, surveyed length, whether or not the inspection of the entire pipe segment was complete and if a reverse set-up was required to complete the inspection (or an explanation if a reverse inspection could not be attempted), and the footage location and explanation for any abandoned survey (MSA) codes.

For each task order, the contractor shall provide complete inspection data in a single consolidated MS Access database with associated video and still image files. All video and still image file names shall include at a minimum the pipe segment identifier (upstream and downstream manhole IDs) and the inspection date, plus other relevant information necessary to identify the file content. Data shall be provided in both the format of the CCTV software used as well as a PACP exchange database. For the software used, the contractor shall also provide an associated viewer program if not otherwise available for public download from the internet. Contractor shall use a PACP certified software.

In addition to electronic deliverables, contractor shall provide 2 copies of a report compiled in 3-ring binders containing the maps of the inspected segments (annotated as needed with discrepancies identified during the field work); summary listing of inspected segments as described above; report for each inspection that includes the information listed above; and a condition assessment summary that includes a listing of the segments with Grade 3, 4, or 5 maintenance defects and Grade 4 or 5 structural defects, a description of the defect, and recommended follow-up corrective measures for the District’s consideration.

The contractor shall be responsible for conducting quality assurance/quality control (QA/QC) review of all inspection data prior to submittal of deliverables.
PART III - CCTV VIDEO AND DATA REVIEW

All CCTV survey video and data shall be subject to the review process as described herein. The Contractor shall provide an acceptable picture that is distinct, clear, properly illuminated, of good contrast and without distortion. The Contractor shall provide accurate PACP coding of information on pipe segment location and manhole identifiers, diameter, material, construction features, and defects observed.

GENERAL POLICY

1. All CCTV video will be reviewed for acceptability of quality based on the minimum standards established herein, and the CCTV reports and data will be checked against the visible features.

2. A CCTV review form shall be completed conforming to the attached standards, and marked with appropriate acceptability or unacceptability condition.

3. Videos will be viewed to check for acceptability or unacceptability. All inspection reports and data will be subject to audits by PACP Certified District Staff against the video for acceptability.

4. While all videos shall conform to the minimum acceptable standards described herein, the District may in isolated cases accept a line segment recording on the provision that all or a part of the line is sufficiently visible to permit a fairly accurate assessment and design evaluation without doubt or questionable concern.

5. Reviewing the acceptability of a line segment embodies the line from structure to structure. If only a portion of a video is unacceptable, the entire video segment will be deemed unacceptable and must be re-recorded from manhole to manhole. A line that is partially recorded and is incomplete due to an excusable condition (i.e., physical obstruction that prevents the passage of the camera) will be accepted for the recorded portion only. Payment will be made for the footage of pipe with PACP coding and grading.

6. CCTV inspection reports will be evaluated against the video and the instructions of Part II hereof for accuracy and completeness.

SPECIFIC GUIDELINES

1. **ILLUMINATION:** The picture while moving forward or on the reverse run should be of adequate light to clearly ascertain with certainty cracks or fractures and their severity in addition to the obvious features (i.e., laterals and joints).

2. **FOCUSING:** The picture must be clear and distinct without being obscured by dirty lenses, foggy pipeline condition, or out of focus due to lack of operator alertness.

3. **COLOR:** Color pictures when specified shall be of true and adequate color and tint, free from interference, and at least 70 percent of the pipe periphery shall be visible above the waterline. Loss of color for all or a part of a line may be cause for rejection.
4. **ZOOM:** The camera must be capable of providing a digital zoom or mechanical zoom to allow for viewing up service laterals as necessary.

5. **RADIO FREQUENCY LOCATING:** Camera shall be capable of broadcasting a radio frequency that can be used with a locating device to pinpoint horizontal and vertical locations. Contractor shall furnish camera and locating device, as well as, staff trained in their use.

6. **INSIDE PIPE CONDITIONS:** Heavy water flow exceeding the foregoing established criteria will be cause to reject the line segment recorded. Surcharging and flooding of the camera lens will not be an excusable condition if it has been artificially created by an upstream surge; roots or debris that create a barrier of the flow or as a result of daytime cycled flow increase. Any flow where the camera towing bridle is underwater and is not clearly a line sag condition will, in general, be unacceptable recording conditions and the line segment subject to rejection.

Root conditions will be an acceptable excusable condition only when a single pass of the hydraulic root cutter has been performed.

The operator shall stop at each defect or identifying feature (i.e., a lateral, cracked pipe, hole in pipe) for 5 seconds.

7. **MISCELLANEOUS UNACCEPTABLE DEFECTS:** Loss of vertical hold which has an impact on the ability to read and interpret the video shall constitute a cause for rejection.

Incorrect upstream or downstream manhole identifications shall be cause for rejection if the identity of pipeline cannot be determined and corrected in the database prior to final data submittal.

All line segments must be recorded complete from access point to access point on the same medium in a continuous run (unless a reverse inspection is needed due to an obstruction that prevents completion of the inspection in a single run). If more than a single video file is required for the inspection, then the files must be linked to the same inspection data record, and the file names clearly identified as part of the same inspection.

Continuous footage readings for identifying the location of defects must be accurate to within a ±2 percent tolerance. Defect identifications are to be called out and recorded to the nearest 0.1 foot. Any inaccuracy in the continuous footage meter or identified defects or features which leave a doubt as to the accuracy of the locations or total length shall render the line segment recording as unacceptable. If the operator has acknowledged that the forward run is unacceptable and has decided to re-record on the reverse pass, the operator must ensure: 1) the footage markings are correct; and 2) a stop at each feature for 5 seconds for an overall effect of performing a complete re-recording operation on the reverse pass.

Any other unidentifiable defect such as equipment interference or malfunction, blurred or obscured images from an unknown source that detracts from the ability to completely and with reliable accuracy to interpret the video shall constitute a basis for rejection.
AGREEMENT

This Agreement is made and entered into this day of __________, 2013, between TUOLUMNE UTILITIES DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and _____________________, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, the District desires to obtain construction services to conduct CCTV inspection and condition assessment on District sewer pipelines; and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the work herein mentioned; and

WHEREAS, the Board of Directors has authorized the General Manager and/or District Engineer to act as the District’s Agent to enter into annual contracts for the work described in Exhibit “A” (Scope of Work) hereto; and

WHEREAS, Contractor has agreed to perform the work specified in Exhibit “A” attached hereto.

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into and made a part of this Agreement: Exhibit “B” (Contractor’s Cost Proposal), all required bonds, insurance certificates, and all supplemental agreements covering alterations, amendments or extensions to this Agreement. The documents which describe the work to be performed are collectively referred to herein as the “Plans and Specifications”.

It is understood and agreed that all said contract documents are intended to cooperate, so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all contract documents, so that the true meaning of all documents, when taken together, shall control the work pursuant to this Agreement.
SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, services, and transportation, to complete in a workman-like manner, the following work: conduct CCTV inspection and condition assessment on District sewer pipelines, as provided for and set forth in Exhibit “A” (Scope of Work).

All of the work performed pursuant to this Agreement shall be under the supervision of, and performed to the satisfaction of, the assigned representative of District who shall have the right to reject any and all materials and supplies furnished by Contractor which do not comply with the Plans and Specifications, and who shall also have the right to require Contractor to replace any and all work furnished by Contractor which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

COMPLETION

3. Contractor shall be required to begin work within ___ days of notification by the Owner. Work shall be completed in accordance with the Plans and Specifications to the satisfaction of District as expeditiously as possible. Time is of the essence of this contract. Contractor shall be subjected to liquidated damages in the amount of $250/day for every day beyond December 31, 2015 in which work is not substantially complete to the satisfaction of the District.

PAYMENT

4. District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's Cost Proposal and this Agreement. It is understood that with respect to that portion of the above sum which is based upon estimated quantities specified for the general scope of the work to be performed herein, that actual payment will be based upon the time and materials used, and not upon estimated quantities. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

If Contractor performs the work in accordance with the Contract documents and to the satisfaction of District, District shall pay Contractor as follows: **Progress payments made for work completed and accepted by the District to be made on the 10th or 25th of the month following the accepted progress payment application.**
If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims plus reasonable attorney fees and costs. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in the Plans and Specifications and contemplated by the contract documents.

Upon submission of a statement for payment, unconditional waivers from all suppliers of labor, materials, equipment and/or supplies for the work, and after verification thereof by the assigned representative of District, a Notice of Completion and/or Notice of Acceptance will be issued by District. Thirty-five (35) calendar days after the issuance of the Notice of Completion and/or Notice of Acceptance, the remaining 10% of the contract price will be paid to Contractor, provided there are no mechanic’s liens of record or stop notices in effect at that time. No Notice of Completion and/or Notice of Acceptance shall be issued and/or no payment shall be made to Contractor until all defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications.

CHANGE ORDERS

5. District may, at any time, by written change order make changes in the work, or extend the time to complete the work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor’s cost of, or time required for, performance of this Agreement, there shall be an equitable adjustment in the payment price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

A. Based on the unit prices contained in section 4, if applicable.

B. Mutually agreed-upon lump sum or unit price adjustment.

C. Contractor’s actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

PREVAILING WAGES

6. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not
less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work completed under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor or by any sub-contractor doing or contracting to do any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the District Administrator.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as a penalty to the District, an amount of not more than Fifty Dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

**EIGHT HOUR DAY LIMITATION**

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

**INSURANCE**

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. **Public Liability and Property Damage Insurance.** Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and
underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars ($1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

By execution of this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.”

As part of the execution of this Agreement, Contractor agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Contractor and with any insurance carrier acceptable to District under terms satisfactory to District. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall have received notification of such cancellation or reduction.

INDEMNIFICATION

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (l) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the
District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

PERMITS AND INSPECTIONS

10. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor shall hold the following classification of a current and valid contractor’s license for the work: General Engineering: A or Sanitation System Contractor: C42

DEFAULT BY CONTRACTOR

11. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Plans and Specifications, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages assessed by the District against the Contractor pursuant to the provision of this Agreement.

MISCELLANEOUS PROVISIONS

12. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

13. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

14. It is hereby expressly agreed that time is of the essence of this Agreement including all contract documents incorporated herein.

15. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

16. The terms of this Agreement may be modified only by the mutual consent and written agreement of District and Contractor.
IN WITNESS WHEREOF, the TUOLUMNE UTILITIES DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Board President and executed on the date and year first above written.

TUOLUMNE UTILITIES DISTRICT

By: ____________________
   Board President

By: ____________________
   Board Secretary

CONTRACTOR:

By: ____________________
   License No.: ____________________
ACKNOWLEDGMENT

STATE OF CALIFORNIA  )
COUNTY OF TUOLUMNE  )

On __________________, before me ____________________________,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared ____________________________,
Name(s) of Signers

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

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

WITNESS my hand and official seal.

Place Notary Seal Above ____________________________ Signature of Notary Public
### EXHIBIT E: Bid Schedule

#### Additive Alternate

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**Acknowledgement of Addenda:**

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Submitter of Bid (Signature)  
Company  
Date

Printed Name