COUNTY OF SAN JOAQUIN

DEPARTMENT OF PUBLIC WORKS
P.O. BOX 1810-1810 HAZELTON AVENUE
STOCKTON CALIFORNIA 95201
(209) 468-3000
FAX# (209) 468-9324

EP No:	EP-05 4SE
Date Issued:	01/12/2005
Expiration Date:	03/01/2005
Job No:	11005
UE/CR/PM NO:	CR 024138

ENCROACHMENT PERMIT

To: CITY OF LATHROP
16775 HOWLAND RD.
LATHROP, CA. 95330

Encroachment Type: TRENCH

Location: N/S YOSEMITE AVE. FROM McKINLEY AVE. WEST FOR APPROXIMATELY 5000 FEET.

In compliance with your request of 11/01/2004 permission is hereby granted to do work in County right of way as shown on attached application and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form. See reverse side and attached sheet, if any.

Trench excavations for service connections will not be permitted within ten feet (10') of pavement centerline unless otherwise approved by the Director. Surface of trench patches shall match in kind and be smooth and even with that of abutting surface. Special attention shall be given to depth of utilities through roadside area in anticipation of future drainage facilities, road profile and/or frontage development. All underground utility facilities are to be established and accurately dimensioned on sketches from surveyed centerline of road right of way, not from right of way (border) lines.

The Department of Public Works, Field Inspection Section shall receive a notice at least forty-eight hours prior to beginning any work within the County right of way. All work performed under this permit shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and Cal-OSHA.

The jobsite shall be kept in a safe condition at all times by the daily removal of any excess dirt or debris which might be a hazard to either pedestrian or automobile traffic. All necessary traffic convenience and warning devices and personnel shall be provided, placed and maintained by and at the sole expense of the Permittee in accordance with the latest edition of the CALTRANS Manual of Traffic Control.

After completion of the work permitted herein, all debris, lumber, barricades, or any excess material shall be removed and the jobsite left in a neat workmanlike manner. Immediately following completion of construction permitted herein, Permittee shall fill out and mail notice of completion provided by Grantor.

Special Instructions:

THOMAS R. FLINN, Director
Department of Public Works

Est. Permit Fee: $10,430.00

FORMS: SS/WW, R-29

By John Hotela
Permit Section

WHITE	- Permittee
GOLDENROD	- PWD Central File
YELLOW	- Field Inspection
PINK	- Permit Section

PW 27

ENCROACHMENT PERMIT

GENERAL PROVISIONS

1. This permit is issued under and subject to a11 1aws and ordinances of agencies governing the encroachment herein permitted. See the following references:
   STREETS AND HIGHWAYS CODE
   1. Division 1, Chapter 3
   2. Division 2, Chapter 2, Section 942
   3. Division 2, Chapter 4, Section 1126
   4. Division 2, Chapter 6

   SAN JOAQUIN COUNTY ORDINANCES NUMBERED: 324, 441, 648, 662, 672, 695, 700, 860, and 892.

2. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the Permittee's part to comply with any provision will be cause for revocation of this permit. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.

3. All work shall be done subject to the supervision of and the satisfaction of the grantor. The Permittee shall at all times during the progress of the work keep the County Highway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the County Highway in a thoroughly neat, clean and usable condition.

4. The Permittee also agrees by the acceptance of this permit to properly maintain any encroachment structure placed by the Permittee on any part of the County Highway and to immediately repair any injury to any portion of the highway, which occurs as a result of the maintenance of the said encroachment structure, until such time as the Permittee may be relieved of the responsibility of such maintenance of the encroachment structure by the County of San Joaquin.

5. The Permittee also agrees by the acceptance of this permit to make, at its own expense, such repairs as may be deemed necessary by the County Director of Public Works or his representative.

6. It is further agreed by the Permittee that whenever construction, reconstruction or maintenance work upon the highway may. require, the installation provided for herein shall, upon request of the County Department of Public Works, be immediately moved by and at the sole expense of the Permittee.

7. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the County right of way.

8. All work shall be planned and carried out so that there will be as little inconvenience as possible to the traveling public. No material shall be stacked within eight feet (8') of the edge of the pavement or traveled way unless otherwise provided herein. Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed, With approved Signs and lights at light, and flagmen shall be employed, all as may be required by the particular work in progress.

9. The Permittee, by the acceptance of this permit, shall assume full responsibility for all liability for personal injury or damage to property which may arise out of the work herein permitted or which may arise out of the failure of the part of the Permittee to do the work provided for under this permit. In the event any .claim of such liability is made against the County of San Joaquin or any department, official or employee thereof, the Permittee shall defend, indemnify, and hold them and each of them harmless for such claim.

10. All backfill material is to be moistened as necessary and thoroughly compacted with mechanical means. If required by the County Director of Public Works, such backfill shall consist of gravel or crushed rock. The Permittee shall maintain the surface over structures placed hereunder as may be necessary to insure the return of the roadway to a completely Stable condition and until relieved of such responsibility by the County Department of Public Works. Wherever a gravel, crushed rock or asphalt surfacing is cut or damaged in the work of placing an encroachment structure, such material shall either be separately stored and replaced in the roadway as nearly as possible.in its original state or shall be replaced in kind, and the roadway shall be left in at least as good a condition as It was before the commencement of operations of placing the encroachment structure.

11. Whenever necessary to, secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work..

12. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:

Date _____

To: San Joaquin County
Department of Public Works

CITY OF LATHROP
(Applicant Name)
ATTN: CARY KEATEN

(Mailing Address)

16775 HOWLAND ROAD
(City, State, Zip Code)
LATHROP, CA. 95330
209-858-2860 X 328
(Area Code - Telephone Number)

OFFICE USE ONLY

JOB # 11003 REF # _____
APN _____ CR # _____
EXP. DATE 3·1·05
VALID 1·12·05 TO 3·1·05 DRIVEWAYS:
STREET YOSEMITE AVE * _____
AREA LATHROP QUAD SE * _____
TYPE TRENCH * _____
FORMS SS/WW, R-29
NOTE _____

Sketch (Detailed plans may be submitted)
SEE ENCLOSED PLANS

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on County Highway Right-of-Way on the NORTH side of YOSEMITE (WEST OF McKINLEY) approximately 4800± feet/~~mile~~ _____ of _____, _____, by performing the following work (description of work): SEE PLAN FOR INSTALLATION OF 12" WATER LINE.

Work will commence on or about NOVEMBER 22, 2004 for approximately 30± days.

I, the undersigned certify that I am the owner of the respective property, or am qualified to represent the owner and agree to do the work described above in accordance with the rules, regulations of San Joaquin County and subject to inspection and approval.

SEE ATTACHED
Signature of Applicant - Title

Date

MASTER.PS\FEESCHDL (6/00)

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:

Date 11/01/04

To: San Joaquin County
Department of Public Works

CITY OF LATHROP
(Applicant Name)
ATTN: CARRY KEATING

(Mailing Address)

16775 HOWLAND ROAD
(City, State, Zip Code)
LATHROP, CA 95330
209-858-2860 X 328
(Area Code - Telephone Number)

OFFICE USE ONLY

JOB # _____ PET #. _____
APN _____ CR # _____
EXP. DATE _____
VALID _____ TO _____ DRIVEWAYS:
STREET _____
AREA _____ QUAD _____
TYPE _____
FORMS _____
NOTE _____

Sketch (detailed plans may be submitted)
SEE ENCLOSED PLANS

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Director of Public Works 11/01/04
Signature of Applicant - Title Date

HARRIS.PD\PERMITOL (6/00)

Encroachment Cost Estimate - County of San Joaquin
12"RW Pipeline, WRP #1 to Proposed Spray Fields
San Joaquin County, California
Prepared by MacKay & Somps

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. STREET WORK					
1	4,686	LF	Pavement Replacement	7.20	33,739.20
	ESTIMATED TOTAL STREET WORK:				**$33,739.20**
B. RECLAIMED WATER SYSTEM WORK					
1.	4,690	LF	Trenching and Backfill	13.00	60,970
2.					
	ESTIMATED TOTAL RECLAIMED WATER SYSTEM WORK:				**$60,970**

SUMMARY

A.	STREET WORK		$33,739
B.	RECLAIMED WATER SYSTEM WORK		$60,970
	Subtotal		$94,709
	Contingency	10%	$9,471
	Estimated Total Cost		**$104,180**

The following is a description of the items, which have changed for the 12" RW project, since the initial submittal of the bid estimate in Lathrop, CA.

1. The quantity of 12"RW pipe changed from 16,445' to 16,412'
2. The 1" air relief valves have changed to 1" combination air valves.
3. The 2" blow off valves have changed to 4" blow off valves.
4. The 4" blow off valves have changed to 6" blow off valves.

5. The quantity of trenching for the 12"RW changed from 9845' to 10,189'.
6. The quantity of common trench changed from 6,600' to 6,223'.

7. The quantity of 16" SSFM pipe changed from 6,600' to 6,269'.
8. The 1" sewer air relief valves have changed to 2" combination air valves and the new quantity is 5, instead of 4.

9. The relocation of the EX 8" El Paso/CoGen pipe has been eliminated from the scope.

10. A new 6"W pipe for Cal Natural Products has been added with the following quantities:

545	LF	6" W (PVC C900 Class 150) Complete in Place. Including Trench/Backfill & Pavement Restoration
545	LF	3" PVC Conduit Complete in Place Including Pull Chord and Pull Boxes.
211	LF	18" Bore & Jack under Railroad Including 18" casing, Deepen Bore Pits from 20" Installation.

PROJECT SPECIFICATIONS

FOR

CITY OF LATHROP

OFF SITE PLANS

RECYCLED WATER FORCEMAIN

WRP#1 TO PROPOSED SPRAY FIELD

PROJECT LOCATION

Lathrop, CA
Yosemite/McKinley

PROJECT OWNER

Pacific Union Homes
675 Hartz Avenue, Suite 300
Danville, CA 94526
Phone #: (209) 858-1533 Fax #: (209) 858-9433

OWNER'S ENGINEER:

MacKay & Somps Infrastructure Group
2430 Camino Ramon
San Ramon, CA 94583
Phone#: (925) 901-1190 Fax#: (925) 901-1195

CITY ENGINEER:

Tom Ruark
Phone #: (209) 858-2860 Fax #: (209) 858-1023

SOILS ENGINEER:

Kleinfelder
2825 East Myrtle St.
Stockton, CA 95205
Phone #: (209) 948-1345 Fax #: (209) 948-0621

RECEIVED
SAN JOAQUIN COUNTY
2004 NOV -2 PM 4:09
DEPT. OF PUBLIC WORKS

Prepared under the direction of: Bob LaShells
R.C.E. N°56,684 exp.6-30-05

PROJECT SPECIFICATIONS

1. GENERAL

These project specifications shall apply to all improvements including, but not limited to, storm and sanitary sewers, water, reclaimed water mains, private drives and/or parking areas (including street work and concrete improvements), etc.

The work to be performed consists of the furnishing of all labor, methods of processes, implements, tools, machinery, water and materials necessary and required for completion of the work contained in the plans and specifications for this project.

The cost of meeting provisions of this specification for which there is no specific bid item shall be included in all applicable bid items and no additional compensation shall be allowed. All bid items are in place, complete.

For the purposes of this specification the term "Contractor" shall mean "all contractors" unless otherwise qualified.

2. SPECIFICATIONS AND STANDARDS

All work to be done with this project shall comply with the Standard Specifications and Standard Details of the following unless specifically noted otherwise:

- City of Lathrop Design and Construction Standards and Details
- San Joaquin County Improvement Standards

If any deviation from the construction plans or specifications or agency standards or details is made by either the Contractor or the Owner during the course of construction without the prior notification, consent, and written approval of MacKay & Somps, MacKay & Somps is not responsible for the results of such deviations.

3. QUALITY CONTROL

All public improvement work by Contractor shall be done under the inspection of, and to the satisfaction and acceptance of, the City Engineer and/or Director of Public Works, the District Engineer or the County of San Joaquin Engineer. In the event of any dispute arising as to the interpretation of the local agencies' specifications or details or the character of the work done by the Contractor, the decision of the City Engineer and/or Director of Public Works or District Engineer shall be conclusive.

The quality of all work shall be at least equal to that required by the local governmental agency and/or district. The local governmental agency's or special district's standard specifications and details shall apply to "on-site" work unless specified otherwise on the plans or in these specifications.

If the work is defective, or the Contractor fails to perform work in such a way that the completed work will conform to the Contract Documents, the City may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

It shall be the Contractor's responsibility to construct improvements in such a manner so as to obtain written acceptance from the City in addition to any formal acceptance from the local governmental agencies involved.

The Contractor shall be responsible for a period of one year, after written acceptance of said improvements by the City, for all workmanship and materials furnished for the improvements.

The Contractor shall provide a written Guaranty for all workmanship and materials furnished for the improvements and relocation of the California Natural Products pipeline. See the next page for the required Guaranty.

GUARANTY

TO THE California Natural Products
Attn: Lynn Forcum
PO Box 1219
Lathrop, CA 95330

The undersigned guarantees the construction and installation of the California Natural Products Pipe Line.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse California Natural Products, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by California Natural Products, to replace any such material and to repair the work completely without cost to California Natural Products so that the work will function successfully as originally contemplated.

California Natural Products shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If California Natural Products elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from California Natural Products. If the undersigned fails or refuses to comply with his obligations under this guaranty, California Natural Products shall be entitled to all costs and expenses, including attorney's fees.

_____

Signature of Contractor Date

4. DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the plans and physical conditions in the field, or any errors or omission in the plans, in the layout of survey stakes, and/or in instructions given, he shall immediately inform MacKay & Somps.

A majority of errors are easily detectable (and correctable with minimal expense and disruption) if common sense and good construction practices are followed. MacKay & Somps is not responsible for errant construction resulting from the construction process proceeding blindly from stakes and/or plans without cross-referencing between the two. The contractor shall conduct routine checks prior to and during construction and installation of improvements and shall have plans available at the job site at all times. Checks will include (but not be limited to) the following types of activities:

A) Placing string levels on string-line controls to confirm proper slope before using them for construction.

B) Submitting shop drawings of factory (or field) manufactured facilities that contain critical dimensions or other critical characteristics to MacKay & Somps or other Consultants for acknowledgment well in advance of construction.

C) To compare what is being constructed in the field to what is shown on the plans. Improvements shall not be constructed by using construction stakes alone.

Any time the Contractor doubts the reasonableness or correctness of an element in the plans or field control staking, the Contractor shall contact MacKay & Somps for clarification or confirmation. MacKay & Somps will endeavor to respond to any such inquiry made in good faith on a highest priority basis, and will do so free of charge to either the Owner or the Contractor, even if there is no error or omission. Any work done after such a discovery, until the problem has been remedied or dispelled, will be done at the Contractor's own risk.

5. PERMITS, CONFORMANCE WITH LAWS

Contractor shall comply with applicable laws, ordinances, orders, rules, and regulations of every kind relating to the performance of the work, and if any permit shall be required by any local governmental agency or special district or be necessary by law, ordinance, or other regulations, the same shall be procured by

Contractor at its own expense, except for the following which will be obtained by the Owner or the Owner's agent at the Owner's expense:

- UPRR Crossing Permit

The Contractor shall comply with applicable provisions of any such permits, whether obtained by the Contractor, the Owner, or Owner's agents.

All work performed in accordance with the Contract Documents shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State and Local Regulations governing the generation, storage, conveyance, and disposal of hazardous materials, including petroleum products.

E.P.A. regulations require that owners or contractors thoroughly inspect an affected facility or part of a facility for the presence of asbestos where demolition or remodeling of that facility is proposed. Even if the results of the inspection are that no asbestos exists on the site, the results of the facility inspection must be transmitted to E.P.A. prior to commencement of any demolition or remodeling activity.

If a dewatering permits is required then the contractor shall obtain all applicable permits.

The Contractor must coordinate with the Owner prior to the commencement of any demolition or remodeling activities to ensure that the E.P.A. inspection and notification requirements are met.

6. FEES

Owner shall pay all plan checking and inspection fees charged by Cities, Districts or public agencies.

7. SAFETY AND LIABILITY

Contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Contractor shall defend, indemnify and hold the Owner and MacKay & Somps, and their officers, directors, agents, and employees, the California Natural Products and their agents and employees harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except for liability arising from the sole

negligence of the Owner or MacKay & Somps or the California Natural Products respectively. The cost of assuring job safety including, but not limited to, trench shoring, traffic control and/or traffic warning devices shall be included in all applicable bid items. Jobsite safety assurances include providing a safe jobsite for the setting of construction stakes. The duties of MacKay & Somps do not include any review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

All Contractors are responsible for temporary traffic control as part of it's work, including the preparation of traffic control plans and obtaining approval of same as required.

8. INDEMNIFICATION

A. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the Owner, MacKay & Somps and their agents and employees, and their officers, directors, agents, and employees, the California Natural Products and their agents and employees against and from all claims and liability arising under, by reason of or incidentally to the Contract or any performance of the Work, but not from the sole negligence or willful misconduct of the Owner and/or MacKay & Somps and/or the California Natural Products. Such indemnification by the Contractor shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;

2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the Owner and/or MacKay & Somps and/or the California Natural Products;

3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor, its employees, or agents;

4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;

5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to any of the parties by the Contractor, its employees, or agents;

6. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents; and,

7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

B. The Contractor shall reimburse the Owner and/or MacKay & Somps and/or the California Natural Products for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) incurred by said Owner and/or MacKay & Somps and/or City and/or California Natural Products in enforcing the provisions of this Paragraph 8.

C. The indemnification obligation under this Paragraph 8 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of Contractor under paragraph 8 shall not extend to the liability of MacKay & Somps, his agents or employees arising out of the negligent preparation of maps, drawings, opinions, reports, surveys, designs or specifications.

E. Owner guarantees Contractor that he has obtained or will obtain every legal and moral right to make improvements in the areas designated on the plans or specifications and holds Contractor harmless, in the event there is litigation because of the Contractor entering lands that lie within the limits of work designated on the plan.

9. INSURANCE

A The Contractor shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Contract Documents, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Substantial Completion/Notice of Completion as applicable, pursuant to acceptance of the Work by the City's governing body, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. The minimum insurance requirements shall be as follows:

Coverage for Which Insurance is Afforded	**Limits of Liability**	
Worker's Compensation & Employer's Liability	$1,000,000	Statutory
Commercial General Liability	$1,000,000	Bodily Injury and Property Damage Combined single limit each accident
Commercial Automobile Liability	$1,000,000	Bodily Injury and Property Damage Combined single limit each accident

1. The general liability policy shall be on a comprehensive form, including but not limited to Broad Form property Damage, Project Managers and Contractors Protective Liability, Blanket Contractual Liability, and "XCU hazards' exclusions shall not apply. AUTOS shall include all auto exposure whether owned or non-owned, hired, returned or leased.

2. If the work performed involves the use of mechanical equipment for the purpose of grading of land, excavating, paving or drilling, the policy shall include coverage for liability of the insured for injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith, below the surface of the ground, whether owned by third parties or the City.

3. The general liability policy shall include a "Severability of Interest" provision.

4. If such policies are canceled or changed during the period of coverage as stated herein in such a manner as to affect this Certificate, Contractor shall provide thirty (30) days' written notice to the Owner.

5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. The coverage afforded under the above policies is subject to all the terms of the policies designated herein and meets all the provisions called for in Paragraph 5.2B.

B. The Contractor shall furnish the Owner with original endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to the Owner by certified mail. All such insurance shall remain in effect until date of Substantial Completion/Notice of Completion and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Paragraph 3. In addition, the insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the Owner, MacKay & Somps and California Natural Products and their officers, directors, agents, and employees as "additional insured's" under the policies. All insurance policies required herein shall provide a waiver of subrogation in favor of the Owner, MacKay & Somps and California Natural Products and their officers, directors, agents and employees.

1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's

liability insurance for the protection of such of its employees as are not otherwise protected.

2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non owned, or hired.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the Contractor's own policy, in like amount.

5. Builder's Risk: This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the Contractor, the Owner, MacKay & Somps and California Natural Products and their respective agents and employees against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the Work at completion. Builder's risk insurance shall provide for losses to be payable to the Contractor, the Owner, MacKay & Somps and California Natural Products as their interests may appear. The policy shall contain a provision that in

the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor, the Owner, MacKay & Somps and California Natural Products. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

10. METHOD OF PAYMENT

The Owner shall pay the Contractor for work completed under separate agreement between Owner and Contractor.

Contractor may be required to provide a labor and materials bond, and/or a performance bond. If so, the cost of these bonds, will be as agreed upon with the Owner.

11. EQUAL OPPORTUNITY CLAUSE

The equal opportunity clause defined in the Regulations of the Secretary of Labor at 41 CGR, Ch. 60 and required by FHA Regulations Section 200.420, is hereby incorporated herein by reference and made a part of this specification and the Contractor shall comply with all provisions thereof.

12. COORDINATION

Contractors are to notify all utility companies in advance of construction to field locate utilities (call underground service alert (U.S.A.) at 1-800-642-2444). It is the contractor's responsibility to determine the existence and location of all utilities.

It is understood by the Contractor that it will be responsible for the advance coordination and scheduling of work between itself and it's Subcontractors and all utility companies.

Any public utility installation obstructing the work to be performed hereunder shall be moved at the expense of the public utility company or Owner and without cost to the Contractor unless specified otherwise on the plans or in these specifications.

No additional cost shall be charged to the Owner by the Contractor due to delays, inconvenience or other additional expenses associated with the presence of such obstructions.

13. PRECONSTRUCTION CONFERENCE

Prior to the beginning of work, it is anticipated that there will be a preconstruction conference held at a time and place to be specified by the Owner. Representatives of MacKay & Somps, Owner, and others as appropriate, (i.e. soils engineer, utility companies, etc.) will meet with the Contractors to review the proposed work and discuss construction scheduling.

14. CONSTRUCTION STAKING

MacKay & Somps will provide one set of construction stakes for this project. Care shall be taken to protect stakes since they are used for reference throughout the construction process. The cost of one staking will be borne by the Owner.

The Contractor shall request stakes from the Owner when it is ready to use them and shall be responsible for their preservation for it's future use.

MacKay & Somps shall be notified at least two work days in advance of the need for construction staking to commence. All contractors shall schedule their work to allow time for their staking needs to be fulfilled after construction staking commences.

Should the work need to be restaked, for the Contractor's use, the Contractor shall be responsible to Owner for the cost of this restaking. Also, should the Contractor destroy stakes which are needed for improvements other than it's own, it shall also be responsible for the cost of replacing the destroyed stakes.

If construction stakes must be placed in a high traffic volume area it will be the Contractor's responsibility as part of the work to coordinate and provide for the appropriate traffic control or lane closure necessary to allow the staking work to be done safely.

Staking will consist of the following:

A. Demolition and Tree Removal:

Trees will be flagged or marked for saving or removal as specified by MacKay & Somps and the boundary limits of grading and limits of stockpile

or borrow areas will be lathed for demolition and/or stripping if required. Contractor is to verify with Owner if and when perimeter fencing is to be removed.

B. Control Staking:

1. The control line will be established

C. Utility Line Staking:

1. Utility Lines and Valves will be staked on an offset satisfactory to the contractor for line and grade at 50′ intervals and all horizontal Breaks.

D. Bore and Jack Staking:

1. End locations of the casings will be staked.

15. GENERAL

Demolition: Holes from formerly existing pipes, etc. are to be filled and properly compacted as part of the work.

Existing Improvements: Particular care should be exercised by the Contractor while working (especially cutting and filling) near adjacent properties. Extreme care must be taken when working around any existing facilities. Contractor will be responsible for repairing or replacing any existing improvement damaged by it or it's subcontractors or material suppliers.

Existing Utility Services: It is the Contractor's responsibility to protect and leave in-service existing gas lines, power lines, and water services. Other existing utilities must also be protected.

Existing Trees and Vegetation: Contractors are cautioned to take every precaution not to damage trees shown on the plan(s) to remain. The Contractor shall be held responsible for any monetary or other damages suffered by the Owner as a result of tree damage.

Dust Control: At all times during construction and until final completion, when the Contractor, or its Subcontractors are operating equipment on the site, the Contractor shall be responsible to prevent the formation of airborne dust nuisance by watering and/or treating the site of the work in such a manner that will confine dust particles to the immediate surface of the work. The Contractor shall be

responsible for any damage done by dust from it or its Subcontractor's activities in performing the work under this contract. Cost for controlling dust nuisance shall be included in all applicable bid items.

Pollution Control: A Storm Water Pollution Prevention plan will be provided by the Contractor and maintained on file at the job site. This plan describes the manner in which potential sources of pollution will be managed on the site and will include provisions for erosion control.

The Contractor shall familiarize itself with the provisions of this plan and all other local requirements and conduct all its operations and activities in accordance with same. The plan will provide job site rules for prohibited operations when rain is expected; equipment fueling, cleaning, repair & maintenance; material delivery, stockpiling & storage; job site cleanup, etc. Provisions of this plan are not limited to times of inclimate weather.

Arrangements for the installation, protection, and/or maintenance of erosion control measures (bales, waddles, berms, swales, ponds, erosion control fencing, hydroseeding, temporary pipes and drains, temporary armoring, etc.) required by the Storm Water Pollution Prevention Plan are to be coordinated with the Owner.

In addition to the requirements noted above, all Contractors are to comply with the following provisions.

- The Contractor shall train all employees/Subcontractor's on storm water pollution prevention.
- Washing down of streets or hard surfaces with water that enters the storm drainage systems is prohibited. Rather, Contractors are to sweep roadways as necessary to avoid pollutants entering the storm drain system.
- Contractors are to comply with all recycling requirements of the local agencies.
- Contractors shall not allow saw cut slurry from entering the storm drain system.
- Contractors shall inspect vehicles and equipment arriving on the project for leaking fluids and shall promptly repair any leaking vehicles or equipment. Drip pans shall be used to catch leaks until repairs are made. Leaking fluids shall be properly disposed of.

Asbestos, Hazardous Waste, or Toxic or Radioactive Materials: If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site to which the Contractor or any Subcontractor, Supplier, or other person may be exposed, the Contractor shall immediately notify the Owner and thereafter confirm any oral notice in writing. The Owner shall promptly consult with the Contractor concerning such condition and determine the necessity of retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any work in connection therewith prior to receipt of special written instructions from the Owner.

16. UNDERGROUND CONSTRUCTION

The Contractor shall be responsible for the installation of underground utilities and their respective appurtenances.

The Contractor shall include in its bid the costs of all imported backfill material that may be required by the Soils Engineer or by the public agencies having jurisdiction. No claim for extra payment will be allowed for imported trench backfill or trench bedding material as required by the Soils Engineer or by the County, City, or District having jurisdiction.

The Contractor is responsible for the design and shoring of trenches in accordance with all applicable occupational safety laws. Cost for this shall be included in unit prices for various items of work and no additional compensation shall be made. It is suggested that the Contractor engage a consulting engineer to design shoring.

The Contractor is responsible to review the plans and site of work to determine the extent of pavement removal and/or repair or other removal and replacement or demolition that will be required to construct underground lines through existing pavement or other areas. Cost of pavement, repair, or other removal and replacement and/or repair required shall be included in the unit prices of the applicable items of work and no additional compensation shall be allowed therefore.

The Contractor shall include in it's bid the costs of all fittings, shorter than standard pipe lengths, or beveled end pipe that are required to achieve the pipe alignments shown on the plans whether or not these items are specifically called for on the plans or bid proposal forms, and no additional compensation shall be allowed therefore.

The Contractor is responsible for reviewing the project's soils report. If sub-surface conditions require a change in trenching methods from that anticipated, no extra compensation will be allowed. The contractor is welcome to obtain his own soil borings if he so desires. This soils work shall be coordinated with the Owner.

The Contractor shall expose and verify the elevation and alignment of existing utility systems to be connected to. Discrepancies, if any, shall be reported to MacKay & Somps in accordance with Section 4 ("Discrepancies") of these specifications.

17. "SPECIAL PROVISIONS"

1. See drawings, City of Lathrop standards, and San Joaquin County Standards for approved materials and construction details.

2. All utilities to be installed under this contract shall be constructed complete in place. All incidental costs required for a complete and functioning system shall be included in the unit cost for each item identified in the Bid List. These incidental Costs may include but are not limited to:

    - Demolition including trees, pavement, etc.
    - Trench spoils removal
    - Mobilization
    - Dewatering
    - Contaminated Soils Removal (if any)
    - Valves, fittings and appurtenances
    - Trench Backfill
    - Pavement Replacement
    - Delivering & Permits
    - Traffic Control and Plan
    - SWPPP and implementation