

# North San Joaquin Water Conservation District

## Board of Directors:

Joe Valente (Area 3) President  
Tom Flinn (Area 2) Vice-President  
David Simpson (Area 1) Secretary  
Charles Starr (Area 4) Treasurer  
Marden Wilbur (Area 5)

**PO Box E, Victor, CA 95253**  
498 East Kettleman Lane, Lodi, CA  
209.368.2101 nsjgroundwater.org

Jennifer Spaletta, General Counsel  
Roger Masuda, Special Counsel  
Daniel deGraaf, District Engineer  
Shasta Burns, Deputy Secretary

## **REQUEST FOR PROPOSALS – 2020- 01**

**PROJECT: TRETHEWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS**

**DATE OPEN: JANUARY 10, 2020**  
**DATE CLOSE: FEBRUARY 7, 2020, 4:00PM**  
**CONTACT: DANIEL DEGRAAF, DISTRICT ENGINEER**  
**EMAIL: DDEGRAAF@PPENG.COM**  
**PHONE: 209-809-2290**

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT COVERS 150,000 ACRES IN THE NORTH-EAST PORTION OF SAN JOAQUIN COUNTY. THE DISTRICT IS IN THE PROCESS OF MODERNIZING ITS SOUTH DISTRIBUTION SYSTEM – AN IRRIGATION WATER DELIVERY SYSTEM THAT WAS ORIGINALLY BUILT IN THE 1960'S.

THIS PROJECT INVOLVES REPLACING A VALVE CONTROL STRUCTURE IN A MAIN DISTRIBUTION BOX NEAR THE INTERSECTION OF BRANDT AND TRETHEWAY ROADS, EAST OF LODI, IN AN EXISTING DISTRICT EASEMENT, ADDING METERS TO BOTH OUTLETS FROM THE BOX, AND ADDING SCADA AND AUTOMATION EQUIPMENT TO THE VALVE AND METERS THAT INTEGRATES WITH OTHER AUTOMATION AND METERING HARDWARE AND SOFTWARE IN THE SAME SYSTEM.

THE PROJECT MUST BE COMPLETED BY THE **END OF MARCH 2020.**

SUBMITTALS SHOULD COMPLY WITH EXHIBIT C, ATTACHED. THE DISTRICT WILL AWARD A CONTRACT TO THE CONTRACTOR THAT IT BELIEVES IS PROVIDING THE BEST VALUE TO THE DISTRICT BASED ON PRICE, EXPERIENCE, AND PRESENTATION OF PROPOSAL. PROPOSALS THAT SOLE SOURCE THE AUTOMATION COMPONENTS FROM SIERRA CONTROLS, LLC ARE PREFERRED SO ENSURE THEY INTEGRATE WITH THE AUTOMATION OF THE DISTRICT'S SOUTH PUMP STATION AND OTHER FACILITIES.

## CONTRACT FOR THE CONSTRUCTION OF TRETHERWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS

THIS CONTRACT is made effective as of \_\_\_\_\_, 2020 (the "Effective Date") by and between (i) the North San Joaquin Water Conservation District, ("District"), and (ii) \_\_\_\_\_ ("Contractor"), with respect to the following facts and circumstances:

District desires to construct Distribution Box Improvements shown in the construction plans and specifications included as Exhibit B and the proposal requirements included as Exhibit C, which in general consist of demolition of an existing stand pipe, constructing an irrigation distribution and control box, access ladder and gate, installation of two sluice gates at the northeast corner of the intersection of Tretheway Road and Brandt Road, remote automation of the control box that is integrated with the master automation equipment for the South Pump Station, meters on both sections of pipe leaving the control box to measure the flow of water in both branches of the system, and telemetry for the meters to that instantaneous and cumulative metered data is send in real time to the District's master electronic data collection system.

Contractor desires to perform the same for District, on the terms and subject to the conditions of this Contract.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Project. Contractor agrees to provide all coordination and management necessary to and to furnish and transport all necessary labor, materials, tools, implements, supplies, building materials and component parts, and appliances required to construct the improvements as provided in the Plans and Specifications for this project included in Exhibit B and all Proposal Requirements in Exhibit C (together, the "Project"). The Plans and Specifications in Exhibit B do not include the plans and specifications for the automation of the control box, the meters, or the necessary telemetry. The Project includes developing those plans and specifications in coordination with the District Engineer and Sierra Controls LLC. The automation, metering and telemetry equipment and software must integrate seamlessly with the District's other similar equipment installed for the South Pump Station, sourced from Sierra Controls, LLC.

(a) The Contractor shall not damage, harm, or otherwise disturb the District's facilities. The Contractor shall provide temporary power or otherwise maintain power to the construction site as needed.

(b) The Project's improvements are located on privately owned land within the San Joaquin County Right of Way and within a District easement. The Contractor shall coordinate with and obtain approval from the District, said private landowner and San Joaquin County on matters related to site access, staging areas, existing fence removal, work within the District easement and similar site matters.

(c) The Contractor shall protect all work, persons, and all other District facilities until final acceptance of the work by the District. The "Work" shall include, but not be limited to the following: 1.) All constructed improvements shown in the plans and specifications

included in Exhibit B, the additional automation, metering and telemetry described above, and the Proposal Requirements in Exhibit C of this contract; and 2.) Protection of persons and/or property from damage or injury located on the Project site. The Contractor acknowledges that it is solely responsible for Project site and District property, safety of persons and property during completion of the Project including, without limitation, protection of any excavations, pits, or trenches from unnecessary entry, including, without limitation, the unnecessary entry of vehicles, persons and equipment.

2. Contract Price.

(a) District will pay Contractor the sum of \$ TBD (the "Contract Price"). The Contract Price shall constitute payment in full for all costs incurred by Contractor under this Contract in performing and completing the Project, including, but not limited to, the costs incurred for labor, insurance, overhead, profit, subcontractor's materials, supplies, bonds, compliance with all building codes and laws (but not including permit costs), and Social Security, unemployment, sales, use, and all other taxes, expenses, and costs. If the actual cost to complete the Project exceeds the Contract Price, subject to additions and deductions provided for in this Contract, District shall pay the Contractor for any additional costs incurred as approved by the District in writing. Contractor shall submit a change order request (for said additional work) pursuant to Section 2.6 of the General Provisions attached hereto as Exhibit A (the "General Provisions") and receive written District approval (for said additional work) in order to be reimbursed by the District. Otherwise, Contractor shall pay for such excess at its sole cost and expense and District shall have no liability for same. No oral unwritten change orders shall be a District obligation unless reduced to writing and signed by all parties.

(b) Upon final inspection and acceptance by District of the Work and receipt of itemized payment request from Contractor, District shall pay the Contractor within thirty (30) days from the date of acceptance or receipt of payment request, whichever is later. As a condition to Contractor's right to receive payment, Contractor shall provide District with an affidavit that all subcontractors, materialmen, and every other person with "stop notice" rights has been paid in full.

(c) Payment requests made by the Contractor shall be itemized per the Proposal Form provided in Exhibit C.

3. Time for Completion. The Contractor must be prepared to commence the Work immediately after execution of the Contract and issuance of a Notice to Proceed, and complete all work within four weeks of the Notice to Proceed, or March 30<sup>st</sup>, whichever is first.

The Contractor shall pay to the District for liquidated damages the sum of five hundred (\$500.00) dollars per day for each and every calendar day of delay in completing the Work under the Contract beyond the time for completion set forth above. Weather delays, material shortages, or other third-party subcontractor delays, if any, shall not permit or extend this deadline for completion. The Contractor should be fully aware of any permit requirements and further requirements of the Work in relation to the effect these requirements may have on the work force required to complete the various portions of the Project within the time limits provided.

The District reserves the right to suspend, alter and/or modify the Work in any manner deemed

necessary by the District. The District shall not be responsible for costs for such suspension, alteration and/or modification due to conditions out of the District's control. If the District's suspension or project alteration causes a delay in completion, the District shall notify Contractor of the number of days the time for completion is extended.

While it is the District's intent to proceed with the Project immediately, conditions out of the District's control may require the District to delay issuance of the District's Notice to Proceed. District will keep the Contractor advised of conditions which will affect issuance of the Notice to Proceed.

4. Charges and Liens. Contractor must pay all charges it incurs for labor and materials used in the construction of the Project as they become due. If Contractor fails to pay any such charge, District may, but is not obligated to, pay the charge on Contractor's behalf and will be reimbursed by Contractor, on request, for the payment.

5. Work, Work Site and License. All work that is unsatisfactory to District in District's reasonable judgment shall be immediately repaired, removed, and replaced by Contractor with work of a quality approved by District, without additional compensation to Contractor. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. Contractor warrants that it is licensed by and in good standing with the Contractors State Licensing Board during Contractor's work on the Project.

6. Insurance/Indemnity.

(a) Insurance requirements are specified in the General Provisions attached as Exhibit A.

(b) To the maximum extent permitted by law, Contractor shall indemnify, defend, and hold District free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons, or from the damage or destruction of any property or properties, caused by or connected with the performance of this Contract by Contractor or Contractor's agents, subcontractors, or employees.

(c) The following certification, required by Labor Code Section 1861, is incorporated by reference into this Contract:

"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, and I will comply with such provisions before commencing the performance of the Work of this Contract."

By signing this Contract with the District, the Contractor is signing and filing the above certification with the District.

7. Bonds and Insurance Certificates. The certificates of insurance required in Section 5.10 and 5.11 of the General Provisions and the bonds required in Section 5.13 of the

General Provisions attached hereto as Exhibit A shall be delivered to the District within (5) five calendar days after receipt of a signed Contract from District.

8. Amendment. This Contract contains the entire contract and terms relating to the Project and may only be changed, modified, or amended by a written document signed by both parties.

9. District Representatives, Consultants, or Agents. The District, at its sole discretion and at any time during the Contract, may hire a representative, consultant, construction manager or agent for the purposes of assisting in the construction administration and/or performing field reviews of all or parts of the work under this Contract. If the District formally engages or hires a consultant, it will notify the Contractor in writing to the Contractor's place of business.

10. Independent Contractor. Contractor agrees to perform the construction and completion of the Project as an independent contractor and not as the agent, employee, or servant of District. Contractor has and hereby retains the right to exercise full control and supervision of the Project and full control over the employment, direction, means and methods of performing, compensation, and discharge of all persons assisting in the Project. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Contract.

11. Certain Provisions Required by Law.

(a) The General Provisions set forth in Exhibit A to this Contract are hereby incorporated herein by this reference. The provisions set forth in Paragraphs 1 through 14 of this Contract are not intended to limit any of the provisions set forth in the General Provisions.

(b) Each and every provision and clause required by law to be inserted into this Contract and the other Contract documents shall be deemed to be inserted herein or therein (as applicable) and this Contract and such other Contract documents shall be read and enforced as though it were included herein or therein (as applicable), and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract and any of the other Contract documents (as applicable) shall forthwith be physically amended to make such insertion or correction.

12. Professional's Fees. Should any action or proceeding be commenced between the parties hereto concerning this Contract, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

13. Notices. All notices and other communications required under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices

received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To District: North San Joaquin Water Conservation District  
PO Box E  
Victor, CA 95253  
Attn: Joe Valente

To Contractor : (contractor legal business name)  
(contractors physical address)  
(contractor City, State, Zip)  
  
(contractors designated project Representative (CDR))  
(CDR Phone)

A party may change its address for notices by providing notice to the other parties as provided above.

14. Miscellaneous. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by all of the parties hereto. Waiver of any breach of this Contract by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Contract. This Contract may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals, however, without affecting the enforceability of such signatures as originals, each party shall provide original signature pages to the other parties within five (5) business days of the execution of this Contract. Neither party shall assign any interest in this Contract without the express written consent of the other party. This Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, permitted assigns, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first above written.

“District”

“Contractor”

North San Joaquin Water Conservation District    XX Construction Co., Inc.

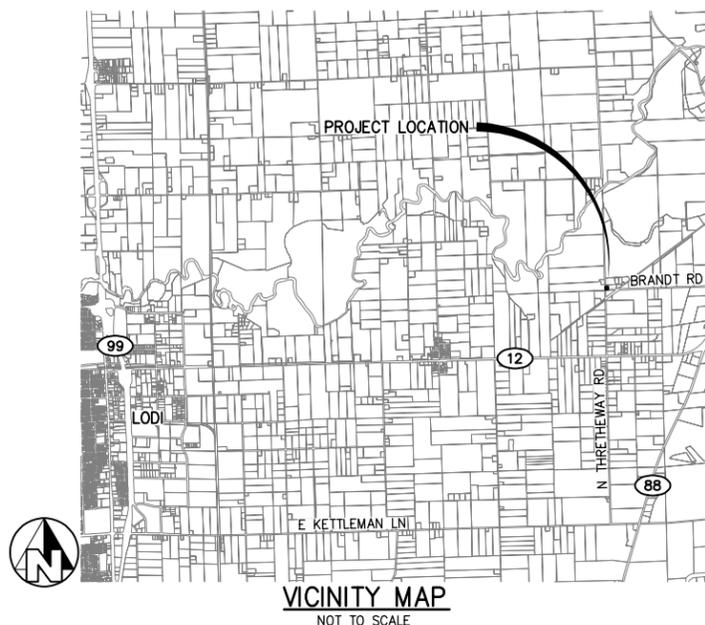
By: \_\_\_\_\_  
Joe Valente  
President

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

*[remainder of page intentionally left blank]*

# NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT SAN JOAQUIN COUNTY

## THRETHEWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS



**GENERAL NOTES**

1. NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (NSJWCD) (209-368-2101) SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK ON OR NEAR EXISTING DISTRICT FACILITIES.
2. USED MATERIAL, REJECTS, MISFITS, OR SECONDS, ETC. ARE NOT ACCEPTABLE FOR USE ON NSJWCD FACILITIES.
3. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THESE PLANS AND PROJECT SPECIFICATIONS.
4. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING FACILITIES PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) AT 8-1-1. CONTRACTOR SHALL MAKE ENGINEER AWARE OF ANY DISCREPANCIES.
5. ALL CAST-IN-PLACE CONCRETE STRUCTURES SHALL BE FORMED INSIDE AND OUT AND CONCRETE VIBRATED SUFFICIENTLY TO PROVIDE FOR SMOOTH SURFACED WALLS/FLOORS WITHOUT VOIDS AND HONEYCOMBS.
6. NSJWCD SHALL INSPECT ALL WORK PHASES ON CONCRETE FACILITIES FOR CONFORMANCE TO NSJWCD SPECIFICATIONS. REINFORCING SHALL NOT BE ENCASED IN CONCRETE WITHOUT PRIOR NSJWCD INSPECTIONS. LIKEWISE, CONCRETE SHALL NOT BE COVERED WITH EARTH PRIOR TO NSJWCD INSPECTION.
7. CONCRETE DESIGN MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL CONCRETE SHALL HAVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE SPECIFIED.
8. ALL STEEL PIPE AND FITTINGS SHALL BE FURNISHED WITH A SHOP APPLIED HIGH SOLIDS EPOXY COATING ON THE INTERIOR AND EXTERIOR, UNLESS OTHERWISE INDICATED. ALL OTHER EXPOSED STEEL SHALL BE PAINTED WITH A PRE-TREATMENT PRIMER, AN UNDERCOAT AND A FINAL COAT OF PAINT IN ACCORDANCE WITH THESE PLANS.
9. ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL STEEL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURE WITH PVC TAPE.
10. THRUST RESTRAINTS TO BE PROVIDED AT ALL PIPELINE BENDS, WHETHER OR NOT SHOWN ON THE PLANS.
11. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS OF THE STATE OF CALIFORNIA AND CAL/OSHA STANDARDS.
12. TRENCH BACKFILL SHALL BE COMPACTED TO 90% RELATIVE COMPACTION UNLESS OTHERWISE NOTED IN THESE PLANS.
13. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ALL PIPELINE CRACKS, WHICH DEVELOP DURING CONSTRUCTION OF IMPROVEMENTS AFFECTING EXISTING FACILITIES.
14. ALL EXCESS MATERIAL AND/OR DEBRIS SHALL BE REMOVED UPON COMPLETION OF INSTALLATION.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL AT ALL TIMES.

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN AND DEMOLITION
3	PROPOSED SITE PLAN
4	DETAILS

**TOPOGRAPHY NOTE**

TOPOGRAPHY SHOWN WAS COLLECTED BY PROVOST AND PRITCHARD CONSULTING GROUP DURING A FIELD SURVEY CONDUCTED IN FEBRUARY OF 2019.

**BOUNDARY NOTE**

THE BOUNDARY/EASEMENT INFORMATION SHOWN ON THESE PLANS IS BASED UPON RECORD INFORMATION TIED TO PHYSICAL MONUMENTS, AND WAS PREPARED UNDER THE DIRECTION OF BRYAN W. BOWERS, PLS 8469.



DATE SIGNED: \_\_\_\_\_

**SPECIAL NOTE**  
WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS, THE LOCATIONS, DEPTH AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL OF THE STRUCTURES WHICH MAY BE ENCOUNTERED.

**SITE SAFETY AND PROTECTION NOTES**  
THE DUTY OF THE ENGINEER, OWNER OR ITS AGENTS TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE AND THE UNDERTAKING OF INSPECTIONS OR THE GIVING OF INSTRUCTIONS AS AUTHORIZED HEREIN IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF THE ACTUAL CONSTRUCTION NOR MAKE THE ENGINEER, OWNER OR ITS AGENTS RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, OR SUPPLIERS, OR FOR ACCESS, VISITS, USE, WORK, TRAVEL OR OCCUPANCY BY ANY PERSON.

THE CONTRACTOR SHALL HAVE AT THE WORK SITE, COPIES OR SUITABLE EXTRACTS OF CONSTRUCTION SAFETY ORDERS, ISSUED BY CAL-OSHA. CONTRACTOR SHALL COMPLY WITH PROVISIONS OF THESE AND ALL OTHER APPLICABLE LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR MUST COMPLY WITH PROVISIONS OF THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION, PROMULGATED BY THE SECRETARY OF LABOR UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS SET FORTH IN TITLE 29 C.F.R.

TO PROTECT THE LIVES AND HEALTH OF CONTRACTOR'S EMPLOYEES UNDER THE CONTRACT, THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., AND SHALL MAINTAIN AN ACCURATE RECORD OF ALL CASES OF DEATH, OCCUPATIONAL DISEASE, AND INJURY REQUIRING MEDICAL ATTENTION OR CAUSING LOSS OF TIME FROM WORK, ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT OR WORK UNDER THE CONTRACT.

THE CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF CONTRACTOR'S FACILITIES, APPLIANCES, AND METHODS AND FOR ANY DAMAGE, WHICH MAY RESULT FROM THEIR FAILURE OR THEIR IMPROPER CONSTRUCTION, MAINTENANCE OR OPERATION.

THE 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 THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, PROVOST & PRITCHARD CONSULTING GROUP, AND THEIR RESPECTIVE AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF OWNER, ENGINEER, OR THEIR RESPECTIVE AGENTS.

THE OWNER AND ITS AGENTS' SITE RESPONSIBILITIES ARE LIMITED SOLELY TO THE ACTIVITIES OF THEIR EMPLOYEES ON SITE. THESE RESPONSIBILITIES SHALL NOT BE INFERRED BY ANY PARTY TO MEAN THAT THE OWNER OR ITS AGENTS HAVE RESPONSIBILITY FOR SITE SAFETY. SAFETY IN, ON, OR ABOUT THE SITE IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR ALONE. THE CONTRACTOR'S METHODS OF WORK PERFORMANCE, SUPERINTENDENCE AND THE CONTRACTOR'S EMPLOYEES, AND SEQUENCING OF CONSTRUCTION ARE ALSO THE SOLE AND EXCLUSIVE RESPONSIBILITIES OF THE CONTRACTOR ALONE.

**APPROVALS**

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT	DATE
SAN JOAQUIN COUNTY	DATE

**PRELIMINARY  
NOT FOR CONSTRUCTION  
3/22/19**

NO.	REVISION
BY	DATE

THRETHEWAY AND BRANDT DISTRIBUTION  
BOX IMPROVEMENTS  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY  
###

**COVER SHEET**

DESIGN ENGINEER:  
DANIEL DE GRAAF  
LICENSE NO:  
86415

DRAFTED BY: GAT  
CHECKED BY: DD  
DATE: ----  
JOB NO: 269618005

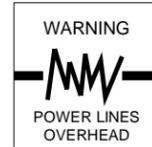
PROJECT NO:

PHASE:

ORIGINAL SCALE SHOWN IS  
ONE INCH. ADJUST SCALE FOR  
REDUCED OR ENLARGED PLANS.

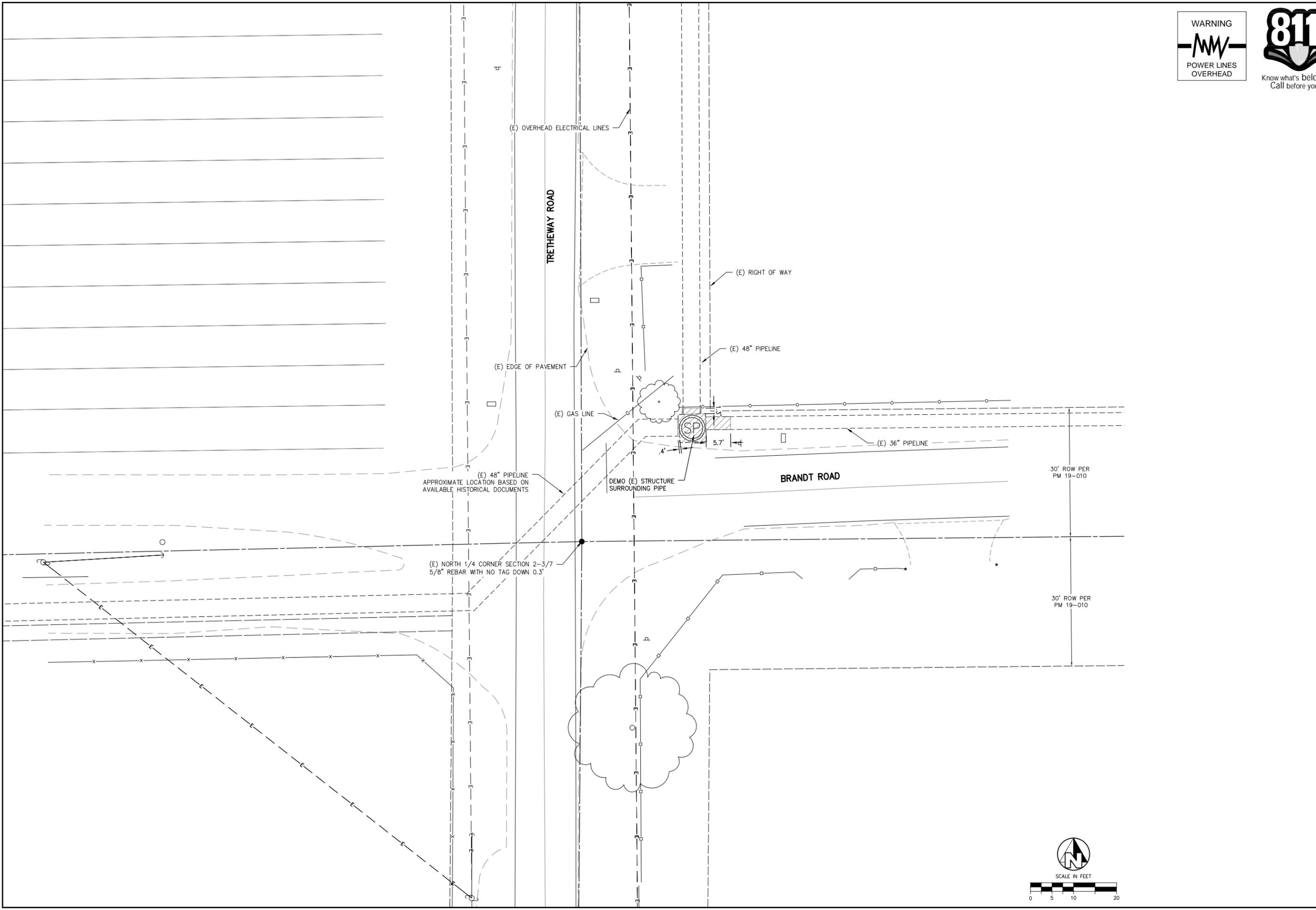
SHEET  
**1**  
OF  
**4**

3/22/2019 2:29 PM g:\north san joaquin wcd - 269618005-south system mapping\DWG\SHEET\ COVER SHEET.dwg - Daniel de Graaf



Know what's below.  
Call before you dig.

COPYRIGHT 2018 BY PROVOST & PRITCHARD ENGINEERING GROUP, INC. ALL RIGHTS RESERVED. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Provost & Pritchard Engineering Group, Inc. The user of this document shall be deemed to have accepted the terms and conditions of the license agreement located at the end of this document. The user shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user shall be responsible for the accuracy and completeness of the information provided. The user shall be responsible for the safety of the work performed. The user shall be responsible for the cost of the work performed. The user shall be responsible for the cost of the work performed.



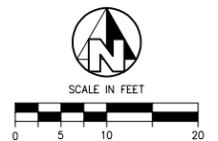
**PRELIMINARY  
NOT FOR CONSTRUCTION  
3/22/19**



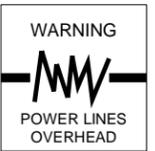
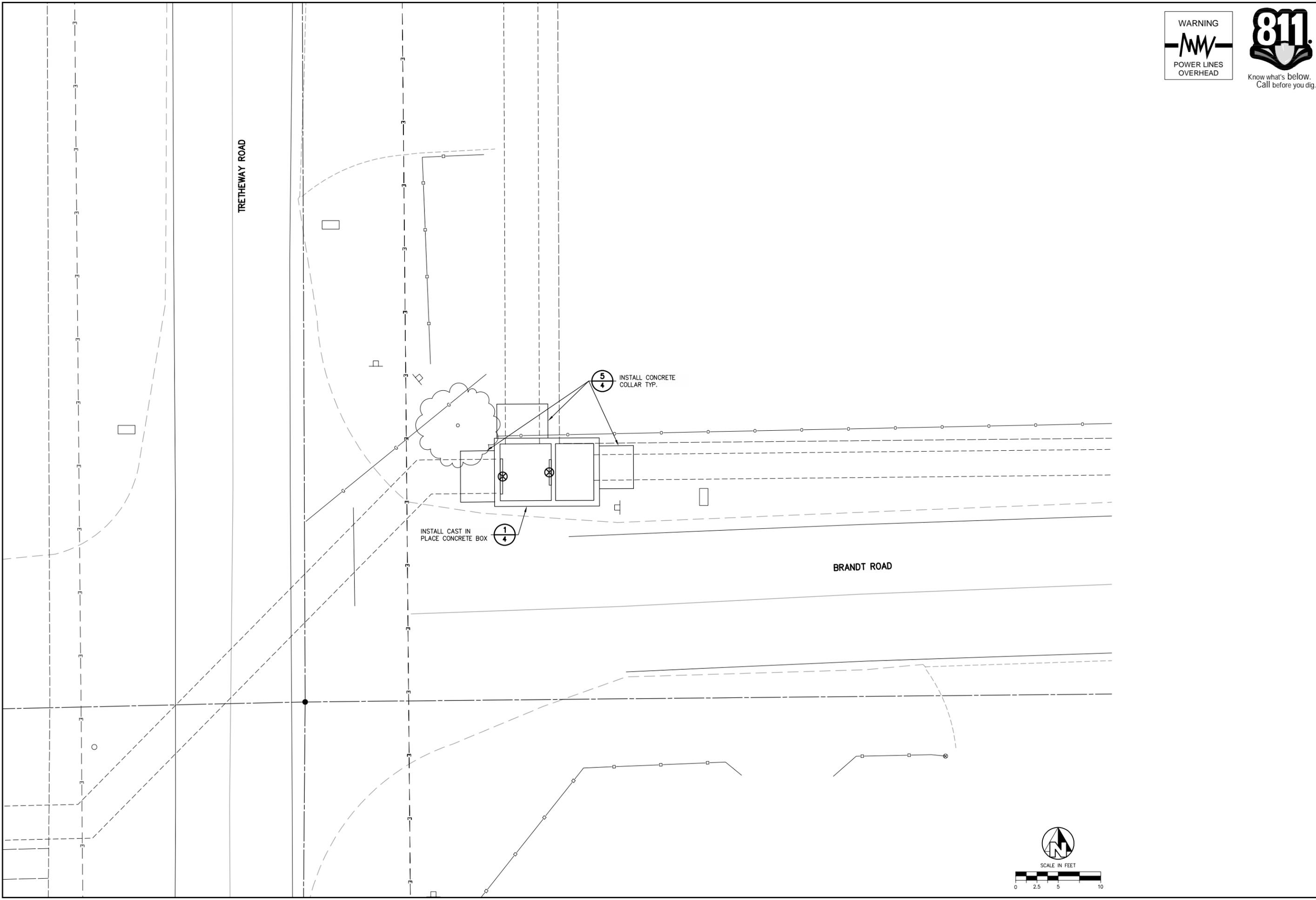
THRETHEWAY AND BRANDT DISTRIBUTION  
BOX IMPROVEMENTS  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY  
###

**PROVOST & PRITCHARD**  
CONSULTING ENGINEERS  
An Employee Owned Company  
286 WEST CROMWELL AVENUE  
FRESNO, CALIFORNIA 93711-6122  
559/449-2700 FAX 559/449-2715  
www.ppe3.com

DESIGN ENGINEER:  
DANIEL DE GRAAF  
LICENSE NO:  
86415  
DRAFTED BY: GAT CHECKED BY: DD  
DATE: ----  
JOB NO: 269618005  
PROJECT NO:  
PHASE:  
ORIGINAL SCALE SHOWN IS  
ONE INCH. ADJUST SCALE FOR  
REDUCED OR ENLARGED PLANS.  
SHEET **2**  
OF **4**



3/22/2019 2:29 PM g:\north san joaquin wcd - 2696\269618005-south system mapping\DWG\SHEET\2 SITE PLAN AND DEMOLITION.dwg -Danie de Graaf



COPYRIGHT 2018 BY PROVOST & PRITCHARD ENGINEERING GROUP, INC. ALL RIGHTS RESERVED. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF PROVOST & PRITCHARD ENGINEERING GROUP, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF PROVOST & PRITCHARD ENGINEERING GROUP, INC. IS STRICTLY PROHIBITED. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. PROVOST & PRITCHARD ENGINEERING GROUP, INC. DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN, AND IT SHALL BE THE USER'S RESPONSIBILITY TO VERIFY THE INFORMATION CONTAINED HEREIN BEFORE USING IT. PROVOST & PRITCHARD ENGINEERING GROUP, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS INFORMATION.

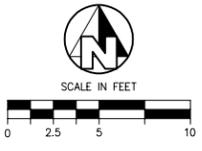
PRELIMINARY NOT FOR CONSTRUCTION 3/22/19	REVISION	BY	DATE
	No.		

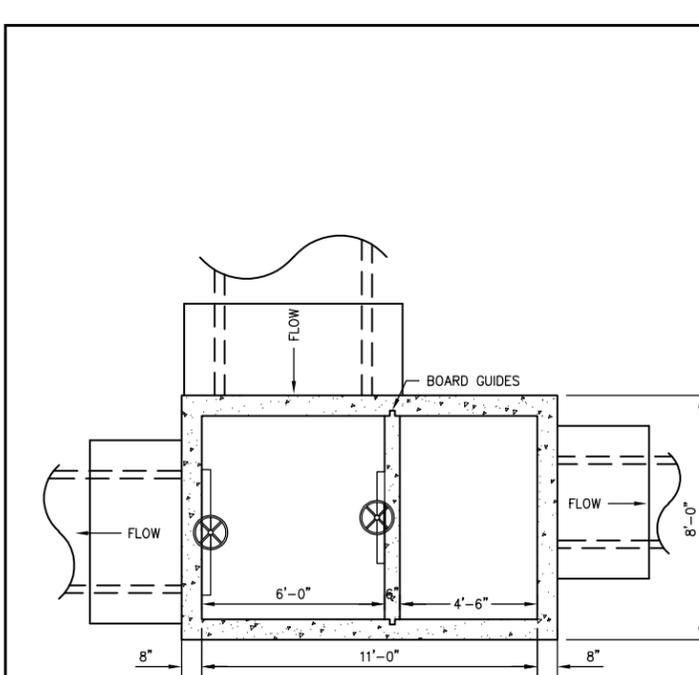


THRETHEWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY  
###  
PROPOSED SITE PLAN

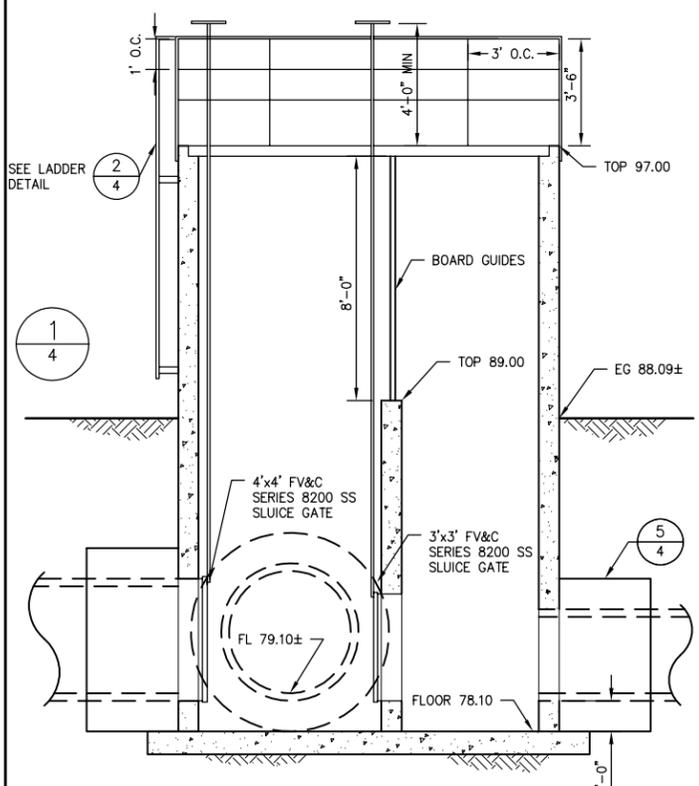
**PROVOST & PRITCHARD**  
CONSULTING ENGINEERS  
An Employee Owned Company  
286 WEST CROMWELL AVENUE  
FRESNO, CALIFORNIA 93711-6162  
559/449-2700 FAX 559/449-2715  
www.ppe3.com

DESIGN ENGINEER: DANIEL DE GRAAF LICENSE NO: 86415	DRAFTED BY: GAT	CHECKED BY: DD
DATE: ----		
JOB NO: 269618005		
PROJECT NO:		
PHASE:		
ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS.		
SHEET <b>3</b> OF <b>4</b>		



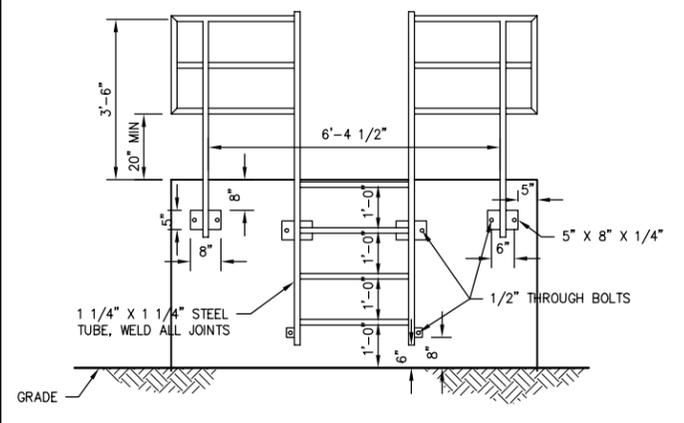


TOP VIEW

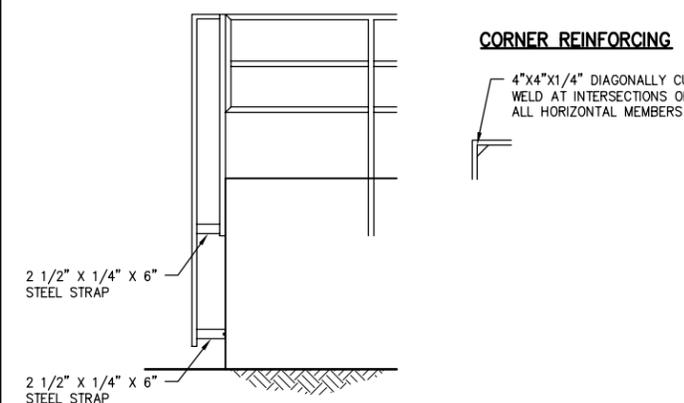


CROSS SECTION

STRUCTURE DETAIL



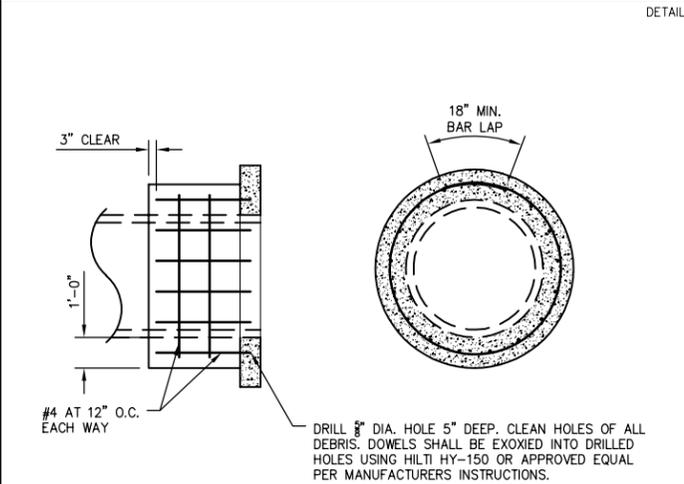
FRONT VIEW



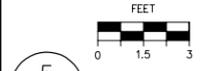
SIDE VIEW



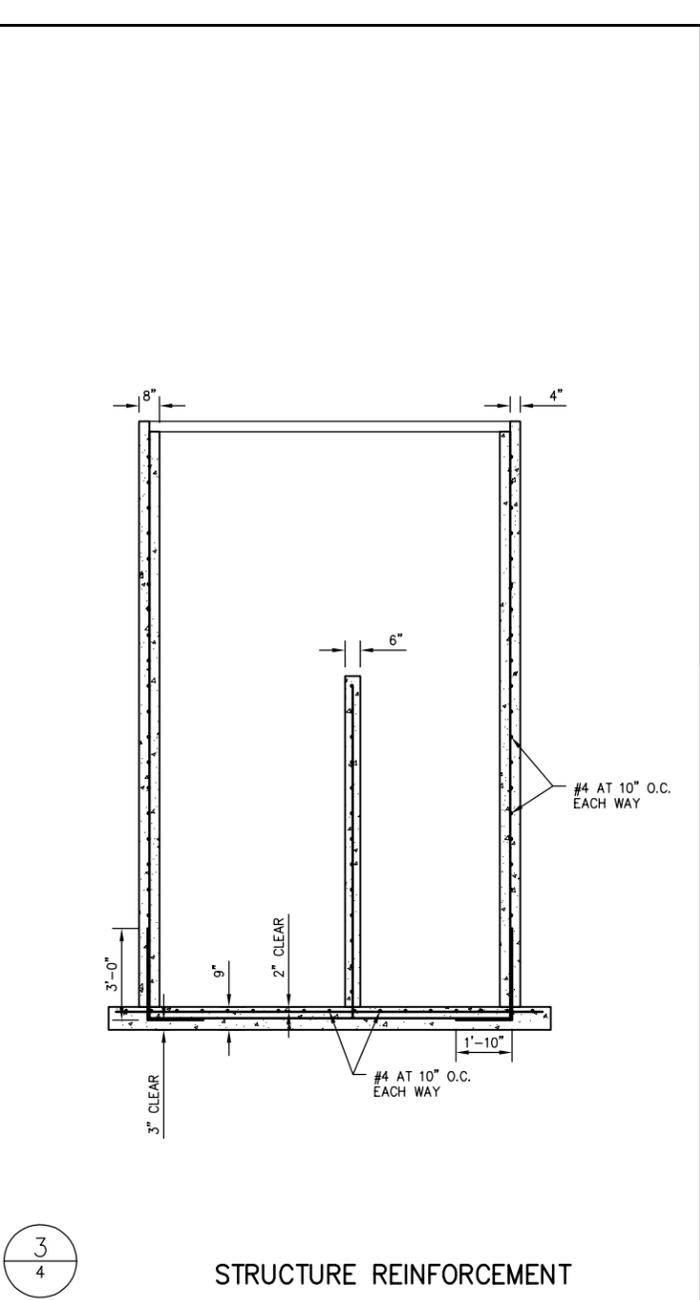
LADDER DETAIL



CONCRETE COLLAR

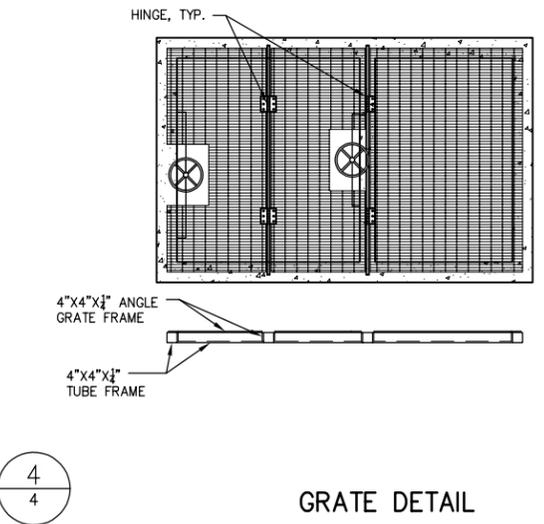


5/4



STRUCTURE REINFORCEMENT

3/4



GRATE DETAIL

4/4

COPYRIGHT 2018 BY PROVOST & PRITCHARD ENGINEERING GROUP, INC. ALL RIGHTS RESERVED. This drawing is the property of Provost & Pritchard Engineering Group, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Provost & Pritchard Engineering Group, Inc. The user of this drawing shall indemnify and hold Provost & Pritchard Engineering Group, Inc. harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or from the use of this drawing by a third party without first obtaining the prior written permission of Provost & Pritchard Engineering Group, Inc. The user of this drawing shall bear the cost of Provost & Pritchard Engineering Group, Inc.'s legal fees associated with defending and enforcing these rights.

PRELIMINARY NOT FOR CONSTRUCTION 3/22/19	DATE
BY	DATE
REVISION	DATE
NO.	DATE



THRETHEWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY  
###  
DETAILS

PROVOST & PRITCHARD  
CONSULTING ENGINEERS  
An Employee Owned Company  
286 WEST CROMWELL AVENUE  
FRESNO, CALIFORNIA 93711-6162  
559/449-2700 FAX 559/449-2715  
www.ppe3.com

DESIGN ENGINEER: DANIEL DE GRAAF LICENSE NO: 86415	CHECKED BY: DD
DRAFTED BY: GAT	DATE: ----
JOB NO: 269618005	
PROJECT NO:	
PHASE:	
ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS.	
SHEET 4	
OF 4	

## EXHIBIT C

### PROPOSAL REQUIREMENTS (Proposal Forms)

**North San Joaquin Water Conservation District** is hereinafter called the Owner.

The work to be done and referred in the Contract, Exhibit A, Exhibit B, and herein (Exhibit C) is in the North San Joaquin Water Conservation District South System pipeline near the intersection of Tretheway Road and Brandt Road, in San Joaquin County, State of California.

The work is to be constructed in accordance with the plans and specifications, the Contract, Exhibits' A, B, and C inclusive.

Exhibit C shall be completed by the bidder, placed in a sealed envelope and returned to:

Provost & Pritchard Consulting Group  
Attn: Daniel de Graaf  
4701 Sisk Avenue  
Modesto, Ca 95356

The envelope shall be clearly marked: PROPOSAL FOR: TRETHEWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENT PROJECT

The work to be done is shown on a set of Plans, entitled: TRETHEWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS

The undersigned, as CONTRACTOR, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, in the annexed proposed form of contract, and the Plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment for final accepted bid items in paragraph B., below.

In submitting this Proposal, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied: 1.) The Contract and the project site, 2.) Exhibit A – Additional Contract Provisions, 3.) Exhibit B – Plans and Specifications, 4.) Exhibit C – Proposal Requirements, and 5.) Other related data identified in the Bid Item Descriptions (integral in this Exhibit) and the following Checklist. The bidder acknowledges the following work is included in the TOTAL price inclusive of ALL bid items for the project (please check all that apply), and has :

- Irrigation Distribution box including rebar, board guides, and concrete collars.

EXHIBIT C  
Proposal and Proposal Requirements

North San Joaquin Water Conservation District  
Tretheway and Brandt Distribution Box Improvements

- 4'x4' Fresno Valves and Castings Series 8200 Fabricated Slide Gate
- 3'x3' Fresno Valves and Castings series 8200 Fabricated Slide Gate
- Access Ladder and Grate
- Site Finish Grading
- Automation
  - Remote automation of the distribution box that integrates with automation of the District's South Pump Station
  - Meters for both pipeline outlets from the distribution box for instantaneous and cumulative measurement
  - Telemetry for the valve and meters that integrates with the District's master data control center
  - Design and coordination of the above with Sierra Controls, LLC
- As-built drawings and specifications

**\*NOTE: See paragraph C for bid item descriptions for additional information.**

And;

- B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

EXHIBIT C  
Proposal and Proposal Requirements

**North San Joaquin Water Conservation District  
 TRETHERWAY AND BRANDT DISTRIBUTION BOX IMPROVEMENTS**

**BID SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>GENERAL</b>					
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits			LUMP SUM	\$_____
2.	Worker Protection			LUMP SUM	\$_____
3.	Miscellaneous Facilities and Operations			LUMP SUM	\$_____
<b>EARTHWORK, CONCRETE, VALVES, SITE GRADING</b>					
4.	Site Clearing, Demo, Earthwork	LS	1	\$_____	\$_____
5.	Irrigation Distribution Box	LS	1	\$_____	\$_____
6.	4'x4' Fresno Valves and Castings Series 8200 Fabricated Slide Gate	LS	1	\$_____	\$_____
7.	3'x3' Fresno Valves and Castings series 8200 Fabricated Slide Gate	LS	1	\$_____	\$_____
8.	Access Ladder and Grate	LS	1	\$_____	\$_____
9.	Site Finish Grading	LF	6,650	\$_____	\$_____
<b>AUTOMATION, METERS, TELEMETRY</b>					
10.	Remote automation of the distribution box, meters on both outlet pipes, telemetry, design services as needed for this item				\$_____
<b>OTHER</b>					
11.	As Built Drawings and Specifications				\$_____
<b>TOTAL BID</b>					\$_____

ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF	-	Cubic Foot (Feet)	SACK(S)	-	Sack(s)
CY	-	Cubic Yard(s)	STAYD	-	Station Yard(s)
EA	-	Each	SF	-	Square Foot (Feet)
LB(s)	-	Pound(s)	SY	-	Square Yard(s)
LF	-	Linear Foot (Feet)	TN	-	Ton(s)
LS	-	Lump Sum	MGAL	-	Million Gallon(s)
(F)	-	Final Pay Quantity*	(S)	-	Specialty Item
(S-F)	-	Specialty Item and Final Pay Quantity*	(F&I)	-	Furnish and Install

Bids are required for the entire work. Bids will be compared on the basis of the Base Bid amount. The project will be awarded to the lowest responsible, responsive bidder.

The bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. The "Total" column shall be the sum of all unit prices bid. If the total cost of any item, or the total bid, is inconsistent with the Unit Cost, or the sum of the Unit Costs, the Unit Costs shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (5) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

And;

C. Bid Item Descriptions:

**Bid Item 1 – Mobilization, Demobilization, Bonds and Insurance, Permits:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. Payment shall not exceed 5% of the bidders total proposal. Payment for mobilization shall be made with the first progress payment and shall not exceed 80 percent of the bid item amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid item amount.

**Bid Item 2 – Worker Protection:** Payment for this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals for providing for worker protection from caving ground in excavations and other hazards that may occur during construction, in accordance with the Plans and specifications. This bid

item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

**Bid Item 3 – Miscellaneous Facilities and Operations:** This bid item includes provisions for de-watering, maintaining drainage, temporary storm and flood water control, traffic control, dust control, construction and removal of temporary security fencing, construction of staging areas, protection of existing facilities, furnishing and installing project sign, maintaining and providing the record documents, general project clean up, and all costs for miscellaneous work shown and described in the Contract Documents, not included in other bid items. This bid item will be paid for on a Lump Sum basis.

**Bid Item 4 – Site Clearing, Demo, and Earthwork:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of all work involved in clearing and grubbing within project site, and for demolition, all as described in the Plans; and Protection of the existing flume as required for this scope of work. This bid item will be paid as a lump sum, prorated based on the percentage of this item completed.

**Bid Item 5 – Irrigation Distribution Box:** This item includes furnishing all labor, equipment, tools and materials required to construct the Irrigation Distribution Box as detailed on the Plans. This item includes constructing the reinforced concrete foundations and walls as detailed on the Plans. This item also includes, sub-grade preparation including excavation, scarification, backfill, moisture conditioning, compaction, and other incidentals required to construct the bridge foundation as detailed on the Plans; and Protection of the existing infrastructure as required for this scope of work. This bid item will be paid for on a Lump Sum basis.

**Bid Item 6 – 4'x4' Fresno Valves and Castings Series 8200 Fabricated Slide Gate:** This item includes furnishing all labor, equipment, tools and materials required to install the **Contractor Supplied** Fresno Valves and Castings Series 8200 Fabricated Slide Gate as detailed on the Plans. This item includes coordination of gate delivery, off-loading the gate, setting the gate, and anchoring the gate to the Irrigation Distribution Box in the location detailed on the Plans, and other incidentals required to install the Gate as detailed on the Plans. This bid item will be paid for on a Lump Sum basis.

**Bid Item 7 – 3'x3' Fresno Valves and Castings Series 8200 Fabricated Slide Gate:** This item includes furnishing all labor, equipment, tools and materials required to install the **Contractor Supplied** Fresno Valves and Castings Series 8200 Fabricated Slide Gate as detailed on the Plans. This item includes coordination of gate delivery, off-loading the gate, setting the gate, and anchoring the gate to the Irrigation Distribution Box in the location detailed on the Plans, and other incidentals required to install the Gate as detailed on the Plans. This bid item will be paid for on a Lump Sum basis.

**Bid Item 8 – Access Ladder and Grate:** This item includes furnishing all labor, equipment, tools and materials required to install the Access Ladder and Grate ad detailed on the plans. This item to include shop drawings to be approve by the Owner prior to construction and installation. This bid item will be paid for by Lump Sum.

EXHIBIT C  
Proposal and Proposal Requirements

**Bid Item 9 –**      **Site Finish Grading:** This bid item includes rough and finish grading and all labor and equipment required to complete the grading of the site including area around the Irrigation Distribution Box to the satisfaction of the District; and over excavation under all concrete slabs and compaction of fill material, fill areas and spreading unsuitable material at the end of the job at the direction of the Owner. This bid item will be paid for by Lump Sum.

**Bid Item 10 –**      **Automation, Meters, Telemetry:** This bid item includes the design (in coordination with the District Engineer and Sierra Controls LLC) of automation equipment, hardware and software as needed to allow for remote automated control of the distribution box and measurement of the flow in both outlets from the box, with all data to be sent electronically to the District's master data control center, and integrated seamlessly with the District's South Pump Station.

**Bid Item 11 –**      **Drawings:** This bid item includes completed as-built drawings and specifications for the project to be delivered to the District within 30 days of the completion of construction.

Questions regarding this proposal can be directed to Provost & Pritchard, Attn: Daniel de Graaf (209) 809-2300 or by email at [ddegraaf@ppeng.com](mailto:ddegraaf@ppeng.com)

