



MOUNTAINS RECREATION & CONSERVATION AUTHORITY
Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 221-9934

01 00 01 NOTICE INVITING BIDS

Project Name: **5750 Ramirez Canyon Road, Malibu, CA 90265**
Ramirez Cyn. Advanced Treatment Septic System Post-Fire Repairs

Type of Work:

This project includes but is not limited to: The furnishing of all labor, materials, equipment, services and incidentals necessary for Work, as indicated in the Contract Documents, for the Ramirez Canyon Advanced Treatment Septic System Post-Fire Repairs project located at 5750 Ramirez Canyon Road, Malibu, CA 90265. Work consists of:

All repairs necessary to mitigate damage from the Woolsey Fire and make the advanced treatment septic system serving Ramirez Canyon Park fully operational, including but not limited to: replacement of floats, lids, risers, adapters to various septic tanks, pump stations, and recirculation and dosing tank, installation of new treatment pods, and repairs or replacement of geo-flow tubing and conduits near creek bed wall.

The contract is required to be completed within the time stated in the Contract Documents.

The Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, requests bids for the above referenced project, complete and in place at 5750 Ramirez Canyon Road, Malibu, CA. 90265. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a C-36 plumbing and C-42 sanitation system license issued by the State of California and be registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Failure to be so licensed may result in legal penalties. The successful Contractor and their subcontractors shall immediately obtain business licenses from the City or County in which the work is to be performed if necessary, and fees for this will be paid by the Contractor.

Schedule:

Sealed bids will be accepted until 2:00 p.m. on October 15, 2019 in the main office of the Mountains Recreation and Conservation Authority at 570 W. Avenue 26, Suite 100, Los Angeles, CA, 90065, and will be opened and publicly read at that time.

Bidders must register at the mandatory Bidder's conference, held at 10:00 a.m. on October 7th, 2019 at the project site, 5750 Ramirez Canyon Road, Malibu, CA. 90265. The nearest cross street is Delaplaine Rd. Please call Julien Buenaventura at 323-221-9944 x104 for further information. All potential bidders shall attend this pre-bid meeting to become registered. Failure to do so may result in rejection of bid. Prospective bidders must register in order to receive notice of Addenda. *Those who have previously visited*

the site within the last 45 days can submit a bid packet without attending this bidder's conference.

All Requests for interpretation and questions should be submitted to Julien Buenaventura at (323) 221-9944 ext. 104 or julien.buenaventura@mrca.ca.gov by 3:00PM October 8th, 2019.

Additional Requirements:

For all contracts exceeding \$25,000, the successful bidder will be required to furnish a performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the Owner. All bonds must be issued by a California admitted surety insurer. The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law, if applicable.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the Mountains Recreation and Conservation Authority and will be made available upon request. This project is a public works project, as defined in Labor Code Section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. MRCA has adopted a Labor Compliance Program, which states that construction contracts under \$25,000 and maintenance contracts under \$15,000 will not be subject to prevailing wages.

The MRCA reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received.

Published:
Daily News, September 30, 2019

END OF SECTION

01 00 02 - INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING BIDS

1. The Mountains Recreation and Conservation Authority (herein called MRCA) invites written bids for 5750 Ramirez Canyon Road, Malibu, CA 90265, Ramirez Canyon Advanced Treatment Septic System Post-Fire Repairs, hereinafter referred to as ("Project"). All bids must be submitted in sealed envelope addressed to:

Mountains Recreation and Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attention: Julien Buenaventura

bearing on the outside the name of the bidder, address and marked "Bid for Ramirez Canyon Advanced Treatment Septic System Post-Fire Repairs."

2. Bids are due in the MRCA's office at the time and date set in the Notice Inviting Bids. Bids will be opened publicly at that time. Late bids will not be accepted.
3. The bids will be reviewed by the MRCA and action taken within fourteen (14) days of receipt of bids. A Notice of Intent to Award Bid will be distributed to bidders within that time. Bid will be awarded to the lowest responsive and responsible bidder as determined by MRCA, for the base bid.

B. QUALIFICATIONS

1. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a C-36 plumbing license and C-42 sanitation system license issued by the State of California
2. The bidder must have attended and signed-in and signed-out of the mandatory pre-bid conference, unless attendance is waived by MRCA.

C. BIDDER'S CONFERENCE

1. On site bidder's conference will be held at the date and time specified in the Notice Inviting Bids. All potential bidders shall attend this pre-bid meeting. Failure to do so shall result in the rejection of bid. Those who have previously visited the site within the last 45 days may request a waiver of this requirement.
2. If a second site conference is scheduled, potential bidders who attended the first site conference do not need to attend if the scope of the project has not changed.

D. PREPARATION OF BID

1. Prospective bidders must register with MRCA in the manner and by the time and date stated in the Notice Inviting Bids.

2. Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in blue or black ink, in both figures and words where indicated.
 - i. In case of discrepancy, the amount written in words shall govern.
 - ii. Interlineations, alterations and erasures must be initialed by the signer of the bid on all pages submitted.
 - iii. If there is no bid item on the form for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.
 - iv. In case of unintelligible figures, ambiguities or discrepancies between unit costs, item subtotals, and/or total amount bid, and the value of items therefore cannot be calculated, the bid shall be found to be irregular and rejected as non-responsive.
 - v. In case of discrepancy between total cost of items listed and the total base bid amount, the amount listed as total base bid amount on page 1 of the Bid Submission Form shall govern.
3. Conditional bids will not be accepted except for specific requested alternates.
4. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated.
5. If required, permit fees will be paid by Contractor directly at the time the Contractor pulls the permit and reimbursed by Owner. All other fees shall be included in the contract price for this work.

E. LIST OF SUBCONTRACTORS AND SUPPLIERS

1. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et seq.*) and any amendments thereof, each Bidder shall set forth: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

2. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.
3. Additionally, the bidder shall identify the dollar value of each subcontract and upon execution of a contract with MRCA, the successful bidder shall submit copies of all agreements with subcontractors and suppliers to MRCA.
4. MRCA reserves the right to disapprove the use of any such proposed subcontractor or supplier and in such an event, the bidder shall submit another subcontractor or supplier in like manner within the time specified by the MRCA. These submittals and approvals shall be repeated if any changes are made during the course of construction.

F. ADDENDA AND INTERPRETATIONS

1. No interpretation of the meaning of the Contract Documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to the MRCA or MRCA's designated representative.
2. All requests for interpretation and questions must be submitted to MRCA in the manner and by the date and time stated in the Notice Inviting Bids.
3. All such interpretations and any supplemental instruction will be in the form of written addenda to the specifications.
4. These addenda will be distributed to all registered prospective bidders. All addenda so issued shall become part of the Contract Documents. When possible, addenda will be e-mailed to bidders with return receipt.

5. Bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and Bidder shall acknowledge their receipt in the bid.
6. No substitutions will be considered prior to award of Contract.

G. OBLIGATION OF BIDDER

1. Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions set forth in the bid. Each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda. The Contractor is responsible for all quantities and materials required to perform the work in accordance with the Contract Documents.
2. The failure and omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.
3. Attached hereto is the Owner's Standard Agreement. At the time of the awarding of the bid, each bidder will be presumed to have read the document and accept the terms and conditions as specified, including all attached exhibits.
4. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.
5. The MRCA will require that the successful bidder submit a complete breakdown of their bid within a time specified by MRCA.

H. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" issued by MRCA and to fully complete improvements within the term of the agreement and according to the Schedule of Work. Bidder must agree also to pay liquidated damages as specified in the agreement for each consecutive calendar day thereafter.

Liquidated damages amount: \$250.00 per day

I. RULES AND LAWS IN EFFECT

1. Bidder's attention is directed to the following factors in this project:
 - a. Competitive bidding is required.

b. Change orders must be approved.

c. All Federal, State or other laws, orders, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including compliance with the Civil Rights Acts of 1964 and Executive Order no. 11246.

d. The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member that has discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

J. BID PROTEST

1. Non-responsive bidders are not entitled to refute the decision of the MRCA. A non-responsible bidder will be given the opportunity to provide written evidence and argument to refute the MRCA's decision.

a. The bid protestor must submit a bid protest accompanied with written evidence and argument refuting the MRCA's decision by 4:00 p.m. on the fifth calendar day from the date of the Notice of Intent to Award Bid, to the address for bid submittals specified in the Notice Inviting Bids. If the bid protestor does not meet this deadline by timely submitting written evidence and argument with the bid protest, the party initially designated to receive the award will be declared as the lowest responsive and responsible bidder and MRCA will immediately award the contract to that party.

b. In the event of receipt of a timely bid protest accompanied with written evidence and argument, the MRCA Project Manager and a committee appointed by the MRCA will consider the written evidence and argument to determine the merits of the protest and determine which party will be declared the lowest responsive and responsible bidder. The MRCA Project Manager and committee will make such determination within a reasonable time but with not more than seven (7) calendar days from the date MRCA received such evidence and argument. Thereafter, MRCA will send its Notice of Decision to the bid protestor and award the contract to the lowest responsive and responsible bidder. The right

to extend any deadline as set forth in this section is within the sole discretion of the MRCA.

K. VALUE ENGINEERING

1. Notwithstanding any other provision of law, the MRCA may use a negotiation process if it finds that one or more of the following conditions exist:
 - a. The business need, purpose or project related to a bid or contract can be further defined as a result of a negotiation process.
 - b. The business need, purpose or project related to a bid or contract is known by the MRCA, but a negotiation process may identify different types of solutions to fulfill this need.
 - c. The complexity of the need suggests a bidder's costs to prepare and develop a solicitation are extremely high.
 - d. The business need, purpose or project related to procurement is known by the MRCA but negotiation is necessary to ensure that the MRCA is receiving the best value or the most cost-efficient goods and services.
 - e. When it is in the best interests of the MRCA, the MRCA may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods and services.
 - f. If the MRCA determines that such action is necessary, the MRCA will notify the low bidder of its intention to negotiate the contract after award of bid. Award of bid shall be made according to standard MRCA standards and practices.

L. INSURANCE

1. The successful bidder must provide proof of all required insurance as specified in the Agreement and herein.
2. General Liability: \$1,000,000 per occurrence; \$ 2,000,000 aggregate.
3. Automobile: \$1,000,000 per occurrence of bodily injury or property damage.
4. Workers Compensation: As required by California law.
5. The Contractor will be responsible for the deductible and documentation for any and all claims made on all policies.
6. The following entities shall each be named as Additional Insured:
 - i. Mountains Recreation and Conservation Authority
 - ii. Conejo Recreation and Park District
 - iii. Rancho Simi Recreation and Park District
 - iv. Santa Monica Mountains Conservancy
 - v. State of California

END OF SECTION

01 00 03 - BID SUBMITTAL CHECKLIST

The following documents must be submitted with the bid package, completed in full and signed as required:

- Bid Submission Form and Schedule of Bid Items (See 01 00 04)
- Designation of Subcontractors/Suppliers and Bid Value on the Bid Submission Form Provided to include name, license number, address, description of work or supplies to be provided, and dollar value of each subcontract. (See Instructions to Bidders 01 00 02).
- Addenda Receipt on Contractor's letterhead (See Instructions to Bidders)
- Certificates of Insurance for all required policies (See Standard Agreement)
- Contractor Questionnaire
 - Reviewed or audited financial statement (see Questionnaire #4)
 - Notarized statement from admitted surety insurer (see Questionnaire #5)

If bidder is requesting a waiver of the mandatory site visit:

- Site Visit Verification Form (See 01 00 06)

END OF SECTION

01 00 04 - BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS

BID FORM FOR: 5750 Ramirez Canyon Road, Malibu, CA 90265
Ramirez Canyon Advanced Treatment Septic System Post-Fire Repairs

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

BID FROM: _____
(Name of Bidder)

(Address)

(Telephone)

DATE SUBMITTED: _____

A. Septic Repairs & Maintenance
Base Bid: _____ \$ _____
(words) (figures)

B. Replacement of Geo-Flow Tubing and Conduits
Base Bid: _____ \$ _____
(words) (figures)

C. Owner Allowance: Two Thousand Five Hundred \$ 2,500.00

Total Price (A+B+C): _____ \$ _____
(words) (figures)

Bidder understands and agrees that there is an allowance entitled Owner Allowance within the Total Price Submitted as listed above.

Length of Work: 14 days from Notice to Proceed.

The Bidders Schedule of Bid Items bid breakdown must be included. In order for a bid to be responsive, all listed alternates, unit prices, and daily rate figures must be quoted and correspond to bid amount.

Pursuant to, and in compliance with, the plans and/or specifications relating hereto, the undersigned contractor hereby proposes and agrees to perform, within the Contract Time stipulated, the Work, including all of its component parts; and to provide and furnish any and all labor, materials, tools, apparatus, facilities, expendable equipment and all utility and transportation services necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications in a workmanlike manner for the project located at 5750 Ramirez Canyon Road, Malibu, CA 90265 and acknowledges receipt of all addenda issued by the Mountains Recreation and Conservation Authority distributed prior to the date the bids were due, whether received by the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the MRCA by a contract; if awarded to him, and agrees in such an event that the Drawings and other Contract Documents shall be deemed to be the "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the MRCA.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents and read the accompanying Instructions to Bidders, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Contract Documents in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take offs and accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal, and understands that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature _____

Name: _____

Title: _____

State Contractor's License Number and Classification Designation _____

Executed this ____ day of _____, 2019 at _____, California.

BIDDER NAME: _____

LIST OF SUBCONTRACTORS AND SCHEDULE OF BID VALUES:

Bidders shall complete and submit a Designation of Subcontractors and Bid Value Form listing the description of work, name, location of place of business, license type and bid value for each subcontractor equivalent to the awarded subcontractor amount similar to the form below. Additionally, for all self-performed work over 5% of the contract value, the Bidder shall list the portion of work and the equivalent value. It is not acceptable to list "Self Performed" work as a single line item. Each definable feature of work that is being self-performed must be listed separately. An electronic version will be provided to all registered bidders.

DESIGNATION OF SUBCONTRACTORS AND BID VALUE FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number)	Contract Value

Proper Name of Bidder: _____
Date: _____
Name: _____
Signature of Bidder Representative: _____
Address: _____
Phone: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature _____

OBLIGATION TO SECURE WORKERS' COMPENSATION

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.

Signature _____

END OF SECTION

010005 – SUMMARY AND SCOPE OF WORK

1.1 PROJECT INFORMATION

A. Project Identification

1. Name: Ramirez Canyon Advanced Treatment Septic System Post-Fire Repairs
2. Site Address: 5750 Ramirez Canyon Road, Malibu, CA 90265
3. Building Code: 2019 CBC/CMC/CEC/CPC with City amendments as applicable

B. Schedule

1. Anticipated Construction Start Date: **November 11, 2019.**
2. Anticipated Contract Length: **14** Calendar Days, including inclement weather days.
3. Contractor shall commence performance of the Work upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the dates listed above.

1.2 WORK COVERED

A. The furnishing of all labor, materials, equipment, services and incidental necessary for Work. Work includes but is not limited to:

All repairs necessary to mitigate damage from the Woolsey Fire and make the advanced treatment septic system serving Ramirez Canyon Park fully operational, including: replacement of floats, lids, risers, adapters to various septic tanks, pump stations, and recirculation and dosing tank, installation of new treatment pods, and repairs or replacement of geo-flow tubing and conduits near creek bed wall.

B. Contractor shall obtain the following permits: None

C. Owner Allowance: An Owner's Allowance of \$2,500.00 shall be included within Contractor's Total Price. The allowance amount has already been inserted on the Bid Submission Form and the Contractor shall acknowledge the increase to their base bid amount by the aforementioned allowance by adding the values together and inserting the Total Price.

1. The Allowance shall not be used unless Contractor receives written authorization from MRCA identifying additional work, at which time Contractor shall submit to MRCA for its consideration and approval or disapproval the cost and time associated with the work. Contractor shall submit requests in the same manner as Change Orders. Written notification clearly identifying the additional scope of work required, and the cost and time approved, shall be approved by MRCA

before such work is performed. The use of the allowance is at the sole discretion of MRCA.

2. Any funds remaining in the Allowance at the completion of the project shall remain unspent and allocated to MRCA.

D. Warranties Required: Contractor shall obtain warranties or guarantees for the following items:

1. Treatment Pods

1.3 ACCESS TO SITE

A. Owner Operations

Owner will perform routine maintenance activities, including but not limited to: building repairs, lawn and garden maintenance, on land adjacent to Project site. Contractor shall cooperate fully with Owner's crews so maintenance activities may be carried out smoothly.

B. Use of Site

Contractor shall have full use of Project site for construction operations during construction period. Do not disturb portions of Project site beyond areas in which the Work is indicated. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, tenants, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
2. Parking: Contractor, Contractor's employees, subcontractors and suppliers must park within the Project site. Use of street parking in the adjacent neighborhood is not allowed.
3. Existing Trees: No parking or staging of materials is allowed within the dripline of existing trees.

C. Cleanup of Site

Contractor shall keep the project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. At the conclusion of each work day, Contractor shall leave the project site in a clean and safe condition, with materials, tools and equipment secured and all rubbish removed or contained in appropriate receptacle. All excess dirt, waste material, rubbish, tools, equipment, machinery and surplus materials shall be removed by Contractor from the project site at the completion of Work.

1.4 WORK RESTRICTIONS

A. General: Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours

Limit work to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday.

C. Existing Utility Interruptions

Do not interrupt utilities serving facilities occupied by Owner or others unless specifically by Owner.

D. Site Restrictions

The following are prohibited on Project site at all times:

1. Smoking except in designated areas.
2. Fires
3. Use of alcohol and controlled substances
4. Possession of firearms or dangerous weapons

1.5 PROJECT REQUIREMENTS

A. Safety/Security Considerations

1. In the event of an emergency, dial 911. To contact the supervising ranger, dial 310-456-7049 and provide your name, your return phone number, nature of the problem and when it occurred.
2. Project site and surrounding area is unimproved native habitat. Hazards commonly found in such areas in southern California include but are not limited to: Rattlesnakes, Poison Oak, Ticks. Contractor shall be responsible for informing all workers, suppliers and subcontractors of these and all other potential hazards, precautionary measures, and appropriate responses if encountered.

B. Salvageable items/Recycling

Contractor shall salvage/recycle as much of the existing material and construction debris as possible.

C. Hazardous Materials Considerations: None expected.

END OF SECTION 010000

01 00 06 – SITE VISIT VERIFICATION

**SITE VISIT: Ramirez Cyn. Advanced Treatment Septic System Post-Fire Repairs
5750 Ramirez Canyon Road, Malibu, CA 90265**

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

BIDDER ACKNOWLEDGES THE FOLLOWING:

The Bidder acknowledges that a Pre-Bid Conference was held at the date and time specified in the Notice Inviting Bids. Failure to attend the Pre-Bid Conference is not grounds for disqualification, provided that Bidders acknowledge that they performed a visual inspection of the site, including all areas affected by the Work defined in the Contract Documents, via this Site Verification Form, no longer than 45 days prior to the Pre-Bid Conference.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents and read the accompanying Instructions to Bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Contract Documents in the time and manner therein prescribed for the price set forth in the following schedule. The undersigned thereby acknowledges that any impacts associated with existing site constraints, parking, traffic, staging area, and/or existing conditions, etc. that could have been easily identified via the Optional Pre-Bid Conference and/or Site Visit are therefore included within the base bid price.

Authorized Signature _____

Name: _____

Date Submitted: _____

END OF SECTION



MOUNTAINS RECREATION & CONSERVATION AUTHORITY
 Los Angeles River Center and Gardens
 570 West Avenue Twenty-six, Suite 100
 Los Angeles, California 90065
 Phone (323) 221-9944 Fax (323) 221-9934

CONTRACTOR QUESTIONNAIRE

PROJECT: 5750 Ramirez Canyon Road, Malibu, CA 90265
Ramirez Cyn. Advanced Treatment Septic System Post-Fire Repairs

BIDDER INFORMATION

Firm Name: _____ Check One: Corporation
 (as it appears on license) Partnership
 Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Tax ID: _____ Email: _____

Contractor's License(s) Information:

Name of license holder: _____

License Classification and Code: _____

License Number: _____

Date Issued: _____

Expiration Date: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

* * * * *

I, the undersigned, certify and declare that I have read all the following answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____
 (Name)

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”² If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700 *et. seq.*
 Yes No Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek qualification?
 Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor’s license been revoked at any time in the last five years?
 Yes No

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

8. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code §1777.1 or Labor Code §1777.7?

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

END OF SECTION

RAMIREZ CANYON PARK WASTEWATER DISPOSAL PLAN

PROJECT DESCRIPTION

THE SANTA MONICA MOUNTAINS CONSERVANCY OWNS AND MANAGES RAMIREZ CANYON PARK. THE PARK IS LOCATED ABOUT SIX MILES WEST OF THE TOWN CENTER OF MALIBU, NORTH OF POINT DUME AND HIGHWAY 1. THE PARK FACILITATES OUTREACH AND INTERPRETIVE PROGRAMS FOR THE COMMUNITY, AS WELL AS OFFERING RENTAL FACILITIES FOR WEDDINGS AND WORKSHOPS.

THREE STRUCTURES AT THE PARK ARE USED FOR EMPLOYEE OFFICES AND PUBLIC TOURS: THE BARWOOD - SEPTIC SYSTEM 1, PEACH HOUSE - SEPTIC SYSTEM 2, AND BARN - SEPTIC SYSTEM 3. THE PEACH HOUSE IS ALSO AVAILABLE FOR SMALL WORKSHOPS (MAXIMUM 40 PARTICIPANTS). THE BARN AND PEACH HOUSE ARE AVAILABLE FOR SPECIAL EVENTS (MAXIMUM 200 GUESTS).

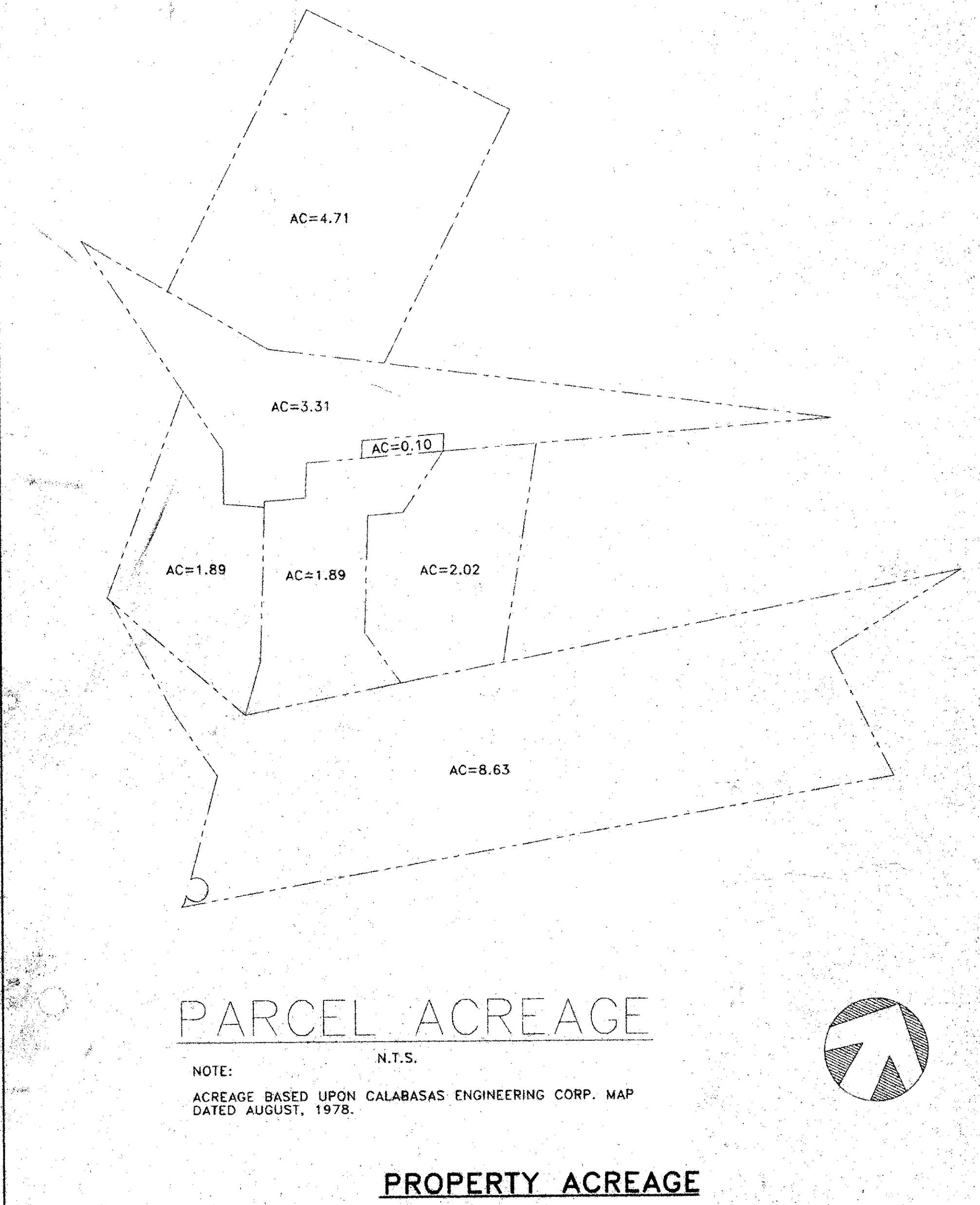
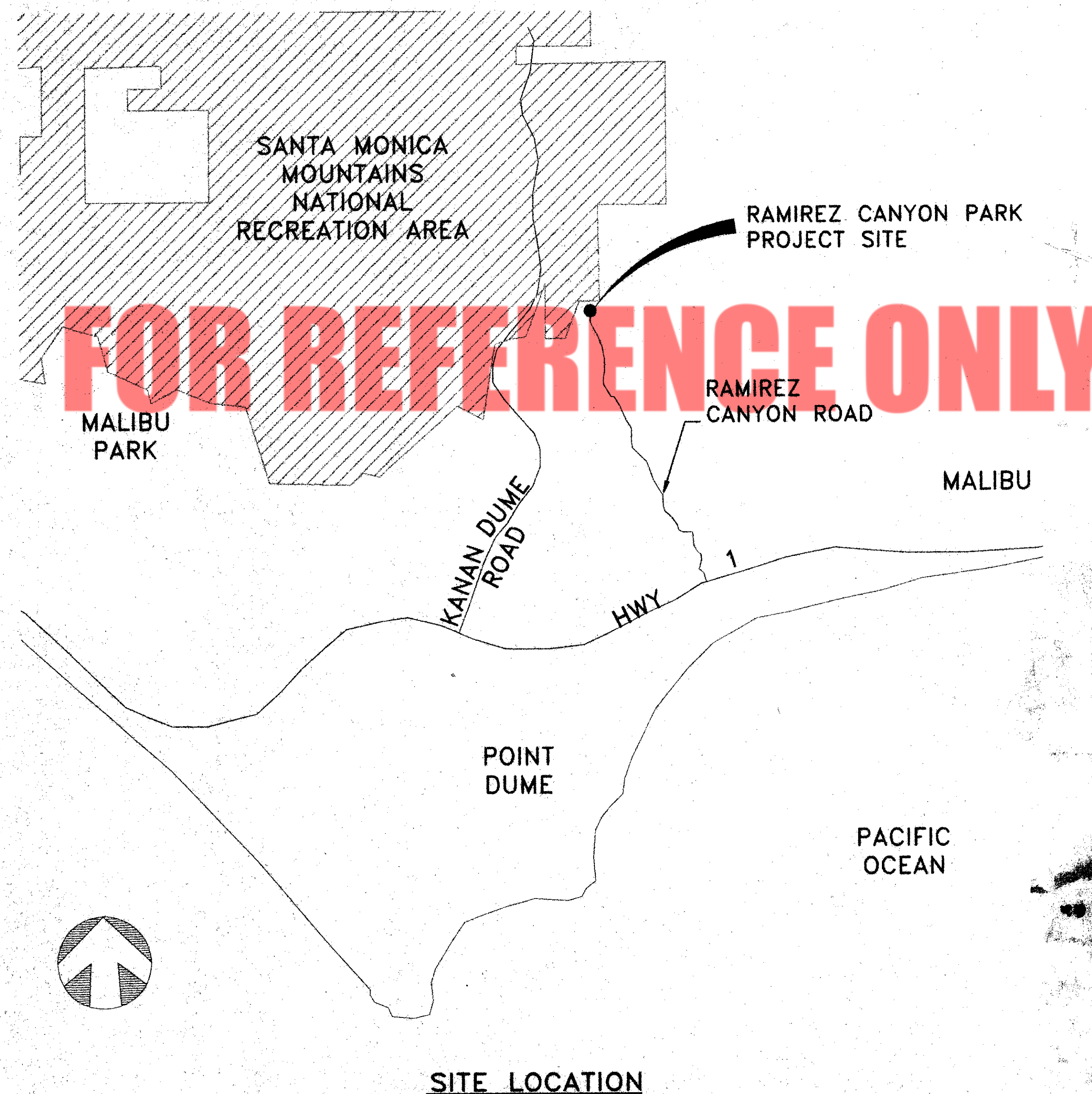
QUESTA ENGINEERING CORP. HAS BEEN RETAINED TO PREPARE ENGINEERING CONSTRUCTION PLANS TO CONSOLIDATE AND UPGRADE THE EXISTING WASTEWATER TREATMENT AND DISPOSAL SYSTEMS. THE PLANS WERE PREPARED TO IMPLEMENT THE RECOMMENDATIONS AS OUTLINED IN THE SEPTIC SYSTEM ANALYSIS BY PENFIELD & SMITH (MARCH 2000).

WASTEWATER FLOWS WERE ESTIMATED USING THE UNIFORM PLUMBING CODE (UPC) GUIDELINES FOR OCCUPANCY AND USE.

THE CONSTRUCTION PLANS SPECIFY AN ADVANCED TREATMENT SYSTEM (RECIRCULATING TEXTILE FILTER MODULES) TO TREAT THE COMBINED SEPTIC TANK EFFLUENT FROM ALL THREE SEPTIC SYSTEMS. A SUBSURFACE IRRIGATION DISPOSAL SYSTEM WILL BE CONSTRUCTED IN THE EXISTING ORCHARD.

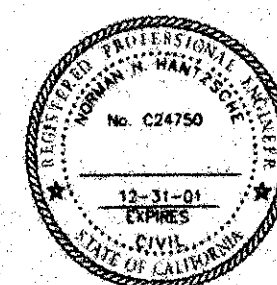
SHEET INDEX

- 1.0 COVER SHEET
- 2.0 EXISTING SITE CONDITIONS
- 3.0 WASTEWATER IMPROVEMENTS
- 3.1 SEPTIC SYSTEM 1 - BARWOOD
- 3.2 SEPTIC SYSTEM 2 - PEACH
- 3.3 SEPTIC SYSTEM 3 - BARN
- 4.0 ADVANCED TREATMENT SYSTEM
- 5.0 SUBSURFACE DISPOSAL SYSTEM
- 6.1 MATERIAL SPECIFICATIONS
- 6.2 CONSTRUCTION SPECIFICATIONS



RAMIREZ CANYON PARK
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

QUESTA Environmental & Water Resources
ENGINEERING CORP.
P.O. Box 70356 1220 Brickyard Cove Road Point Richmond, CA 94807
(510) 236-6114
FAX (510) 236-4223
questa@questacc.com



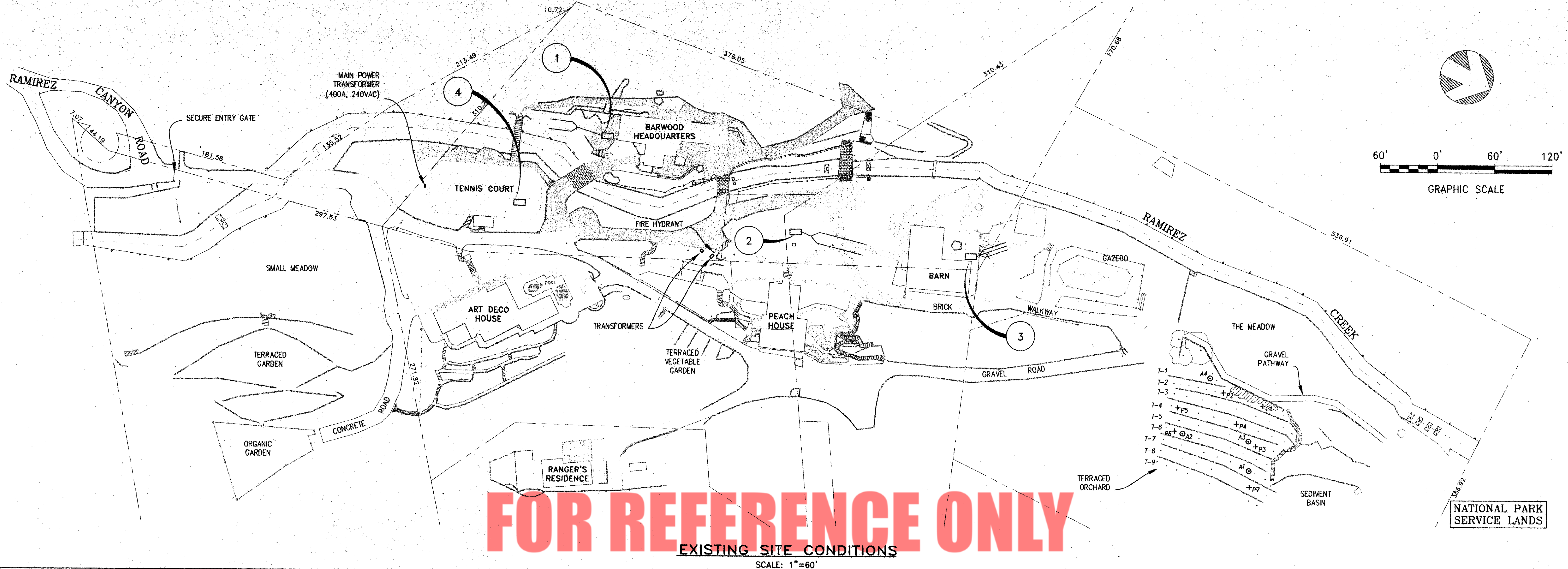
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Drawn: M.M.M.
Checked: N.H.
App'd: N.H.

COVER SHEET
WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

Size: D	Dwg. No.: 20125_01	Rev.: 0
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FOR REFERENCE ONLY
 EXISTING SITE CONDITIONS
 SCALE: 1"=60'

GENERAL NOTES:

1. TOPOGRAPHIC SURVEY FOR INFORMATION ONLY, AS PROVIDED BY OWNER. CONTRACTOR TO VERIFY SEPTIC TANKS, LEACHFIELDS, ELEVATIONS & SETBACKS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ORIGINAL PARCEL/PROPERTY LINES ARE APPROXIMATE & FOR INFORMATION ONLY.
3. SEPTIC SYSTEMS FOR THE ART DECO AND RANGER'S RESIDENCE ARE NOT SHOWN AND ARE NOT PART OF THIS WORK.

EXISTING SEPTIC SYSTEMS

SYSTEM NO.	SYSTEM DESCRIPTION	TANK SIZE (GAL.)
1	BARWOOD HEADQUARTERS	1,000
2	PEACH HOUSE	1,250
3	BARN	1,000
4	TENNIS COURT	1,500

PERCOLATION TEST RESULTS*

TERRACE NO.	TESTHOLE NO.	DEPTH (IN.)	ADJUSTED RATE (MPI)
2	P1	18	18.7
2	P2	16	83.6
4	P3	16	5.9
4	P4	16	3.9
5	P5	18	3.8
6	P6	24	1.0
8	P7	18	2.0
AVG.			19.8

* Percolation Tests conducted June 30, 2000 by Questa Engineering Corp.

ABBREVIATIONS:

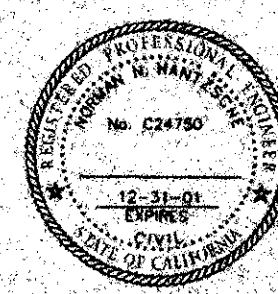
- EC EDGE OF CONCRETE
- TRW TOP OF RETAINING WALL
- BRW BASE OF RETAINING WALL
- BLDG BLDG
- CNR CORNER
- GRD GROUND
- EL ELEVATION
- TBR TOP OF BRIDGE
- GAB GABION
- DI DROP INLET
- E EXISTING
- N NEW
- TYP TYPICAL
- LF LINEAR FOOT
- RSV RECIRCULATING SPLITTER VALVE

LEGEND:

- UTILITY POLE
- DROP INLET/CATCH BASIN
- ▨ DECORATIVE BRICK PAVEMENT
- ▩ BRICK PAVEMENT
- ▧ COBBLE STONE PAVEMENT
- ▤ WOODEN DECKING
- ⊠ GABIONS
- ⊞ EXISTING SEPTIC & LEACHFIELD
- UNIMPROVED BANK (TOE)
- ⋯ COLUMN FENCING
- CHAIN LINK FENCE
- - - FLOWLINE (CREEK)
- ▬ CONCRETE GARDEN/RETAINING WALL
- ▬ ROCK GARDEN/RETAINING WALL
- +P7 PERCOLATION TEST HOLE
- A1 ⊙ AUGER HOLE - SOIL PROFILE
- T-1 ORCHARD TERRACE
- ORCHARD TREE

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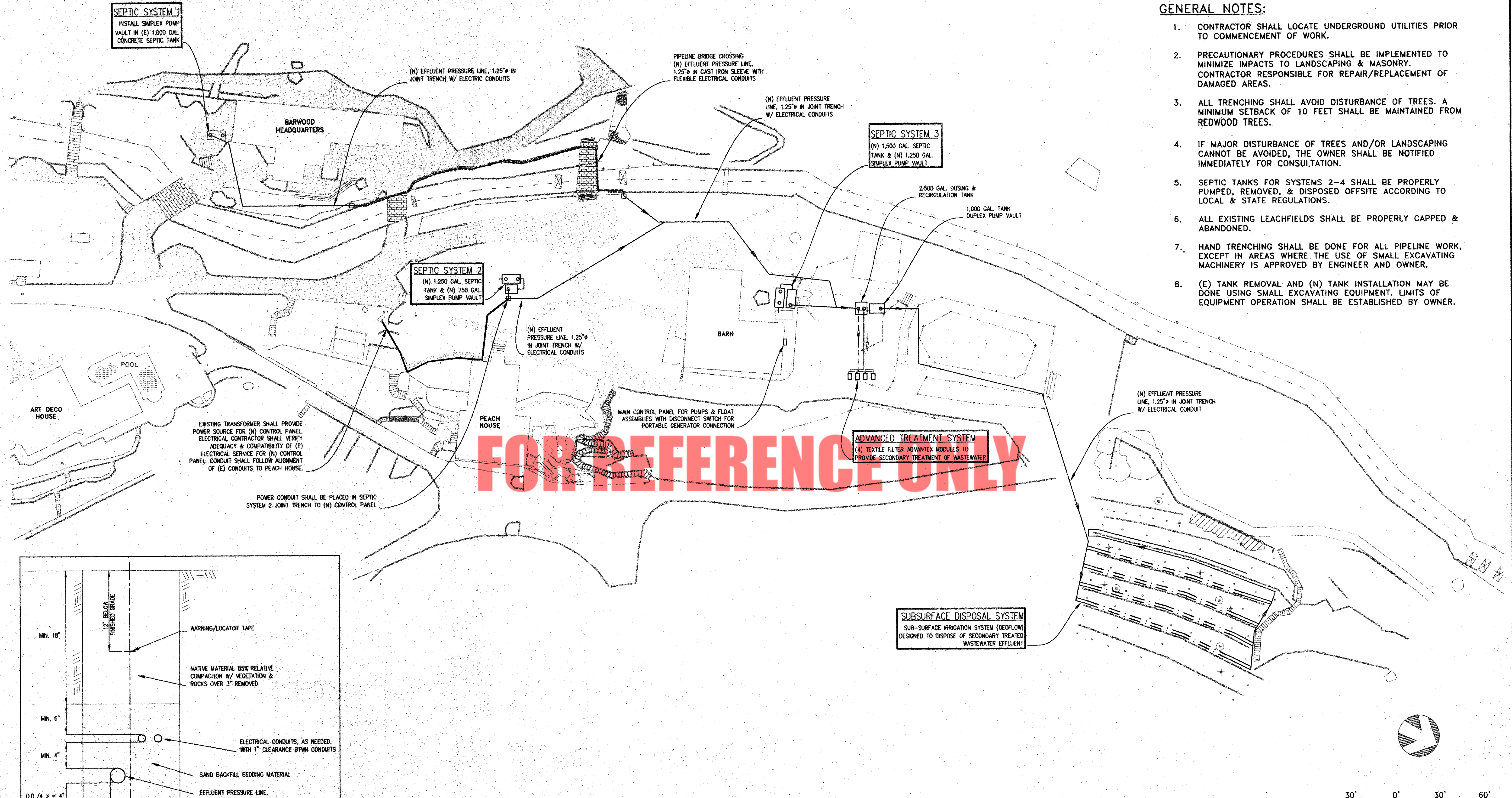
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EXISTING SITE CONDITIONS
WASTEWATER DISPOSAL PLAN
 Santa Monica Mountains Conservancy
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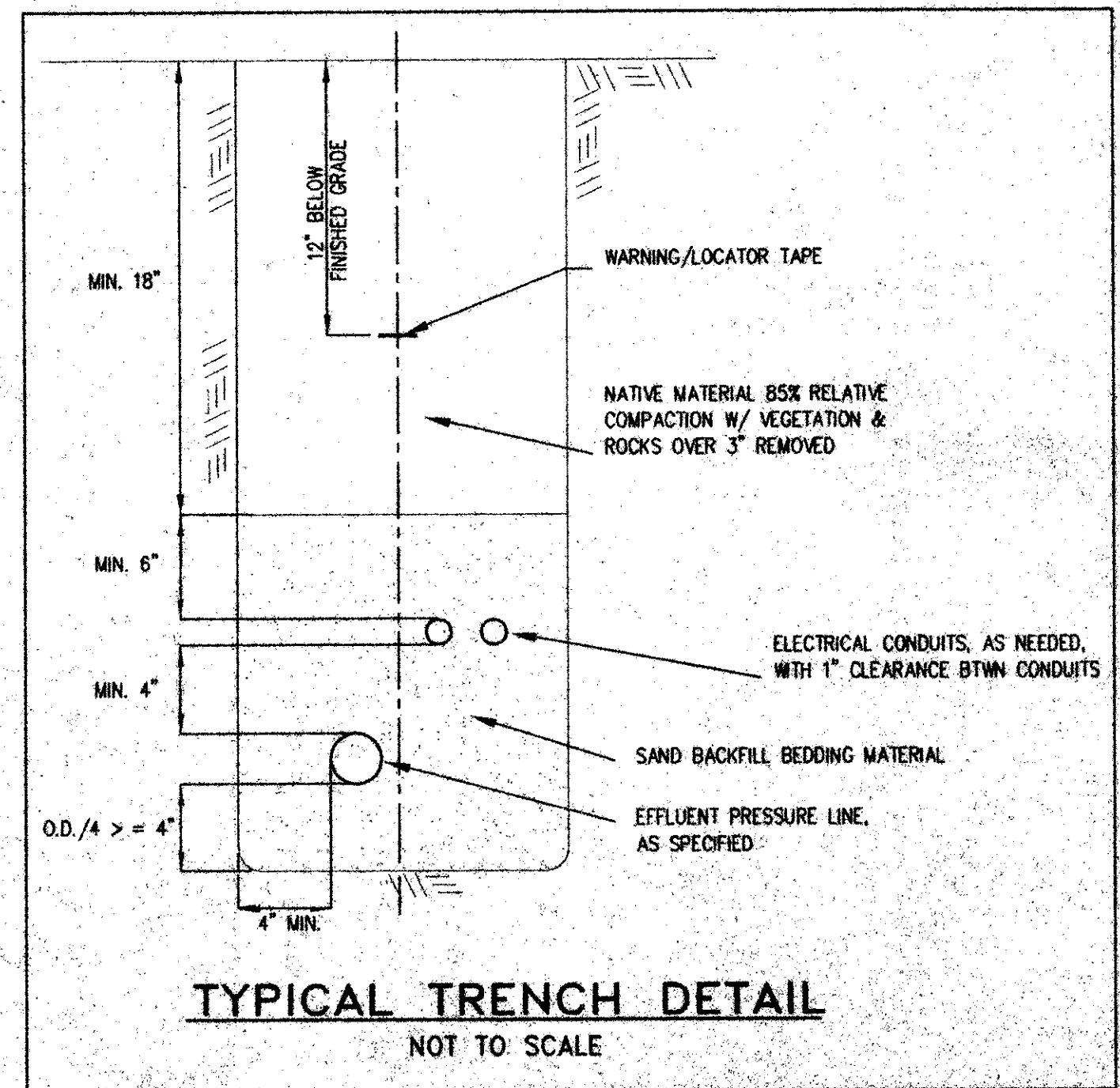
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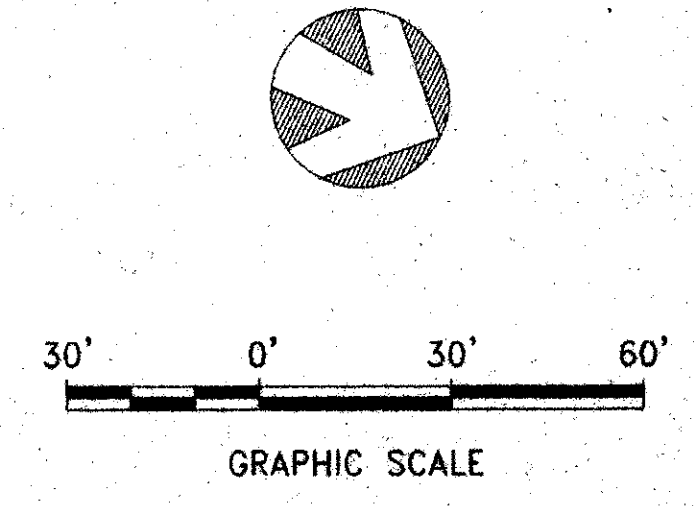


- GENERAL NOTES:**
- CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK.
 - PRECAUTIONARY PROCEDURES SHALL BE IMPLEMENTED TO MINIMIZE IMPACTS TO LANDSCAPING & MASONRY. CONTRACTOR RESPONSIBLE FOR REPAIR/REPLACEMENT OF DAMAGED AREAS.
 - ALL TRENCHING SHALL AVOID DISTURBANCE OF TREES. A MINIMUM SETBACK OF 10 FEET SHALL BE MAINTAINED FROM REDWOOD TREES.
 - IF MAJOR DISTURBANCE OF TREES AND/OR LANDSCAPING CANNOT BE AVOIDED, THE OWNER SHALL BE NOTIFIED IMMEDIATELY FOR CONSULTATION.
 - SEPTIC TANKS FOR SYSTEMS 2-4 SHALL BE PROPERLY PUMPED, REMOVED, & DISPOSED OFFSITE ACCORDING TO LOCAL & STATE REGULATIONS.
 - ALL EXISTING LEACHFIELDS SHALL BE PROPERLY CAPPED & ABANDONED.
 - HAND TRENCHING SHALL BE DONE FOR ALL PIPELINE WORK, EXCEPT IN AREAS WHERE THE USE OF SMALL EXCAVATING MACHINERY IS APPROVED BY ENGINEER AND OWNER.
 - (E) TANK REMOVAL AND (N) TANK INSTALLATION MAY BE DONE USING SMALL EXCAVATING EQUIPMENT. LIMITS OF EQUIPMENT OPERATION SHALL BE ESTABLISHED BY OWNER.

FOR REFERENCE ONLY



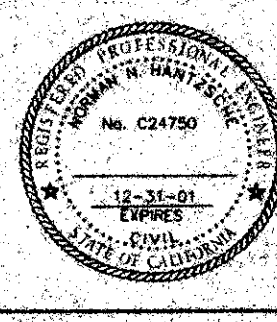
WASTEWATER IMPROVEMENTS
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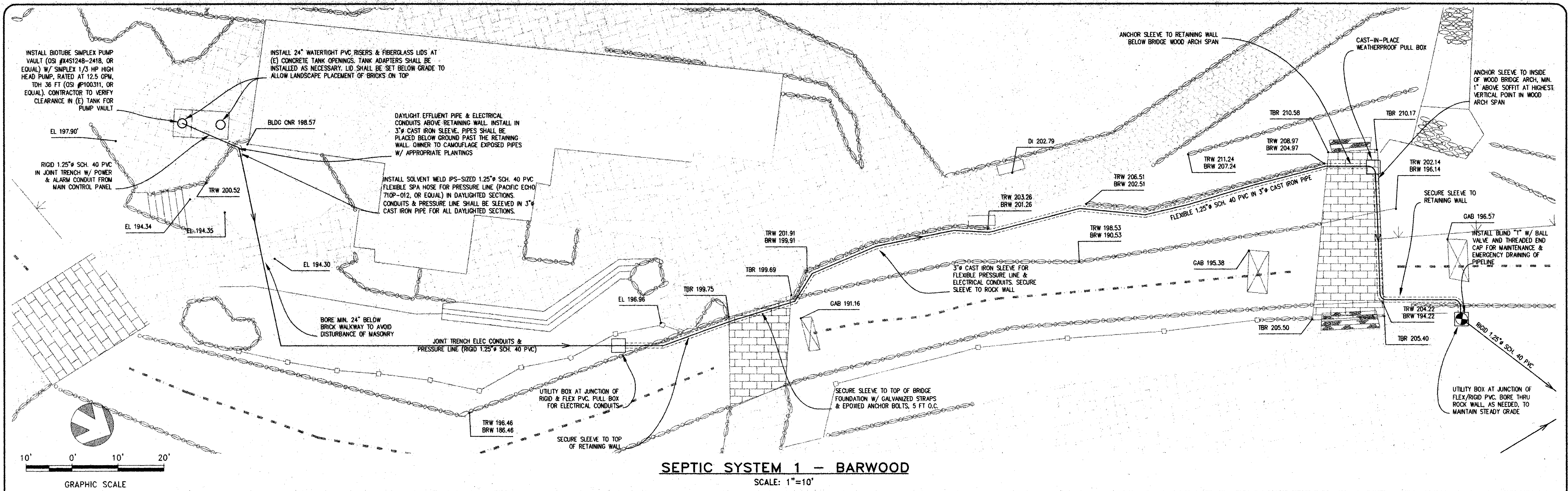


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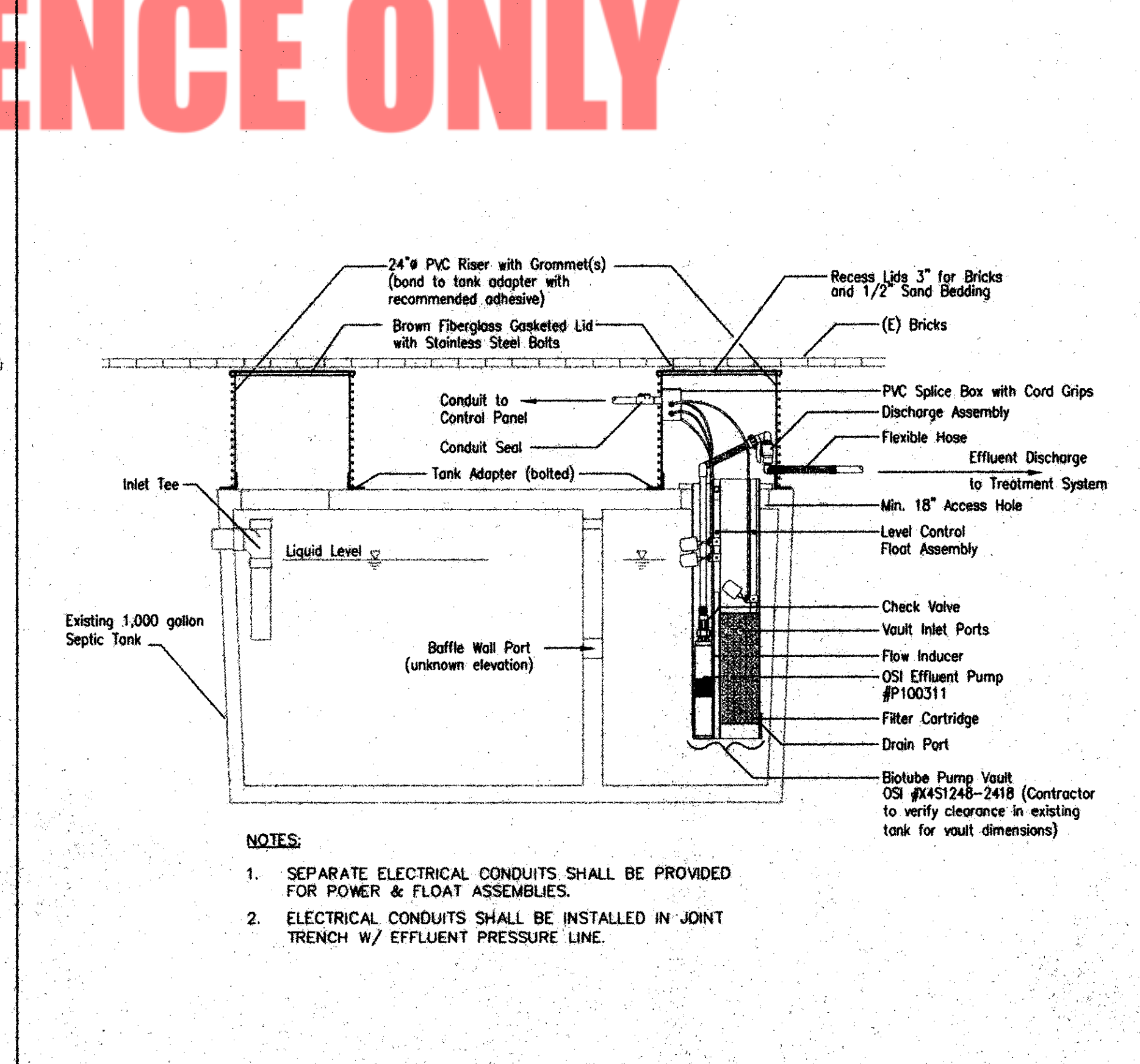
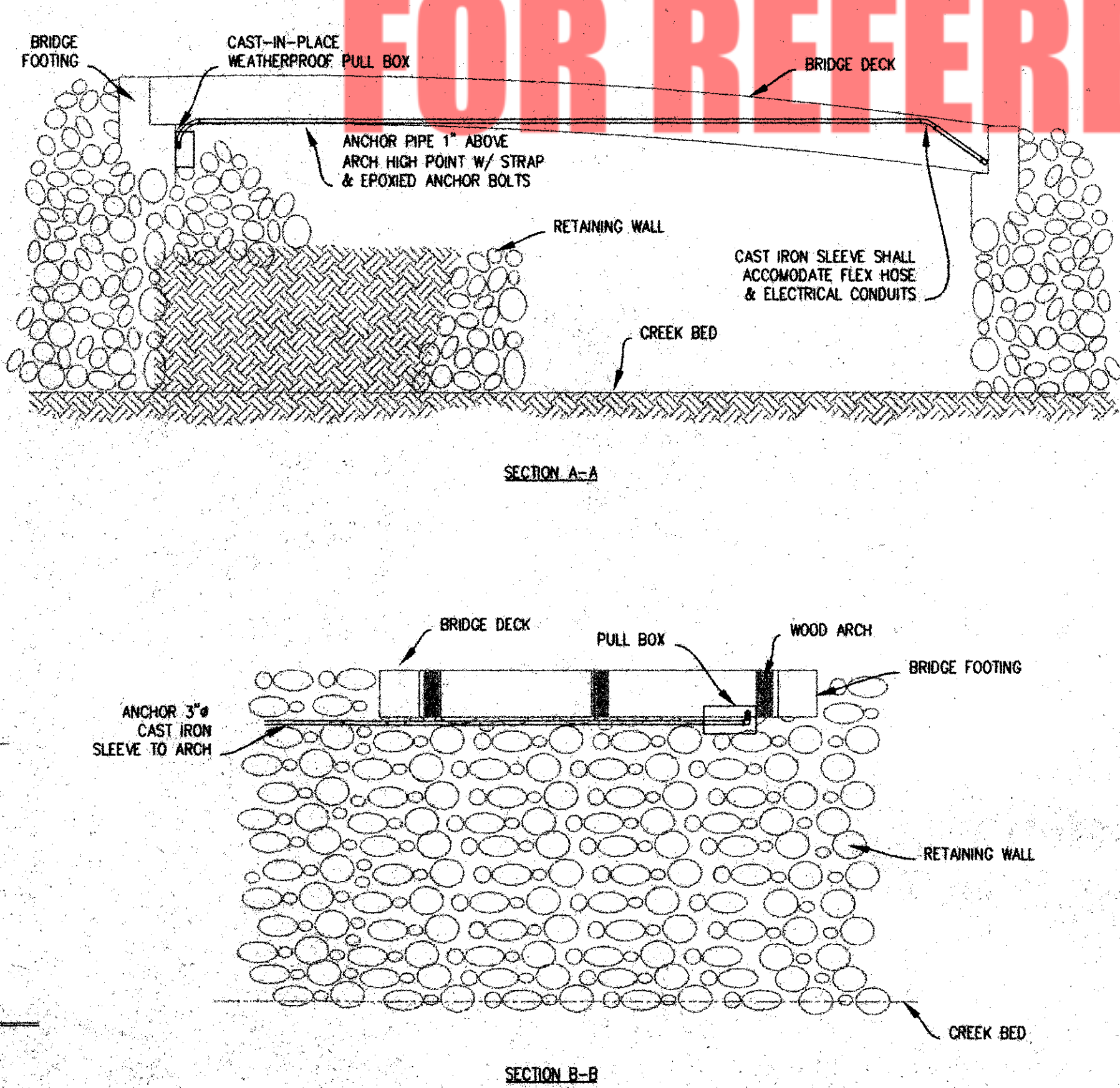
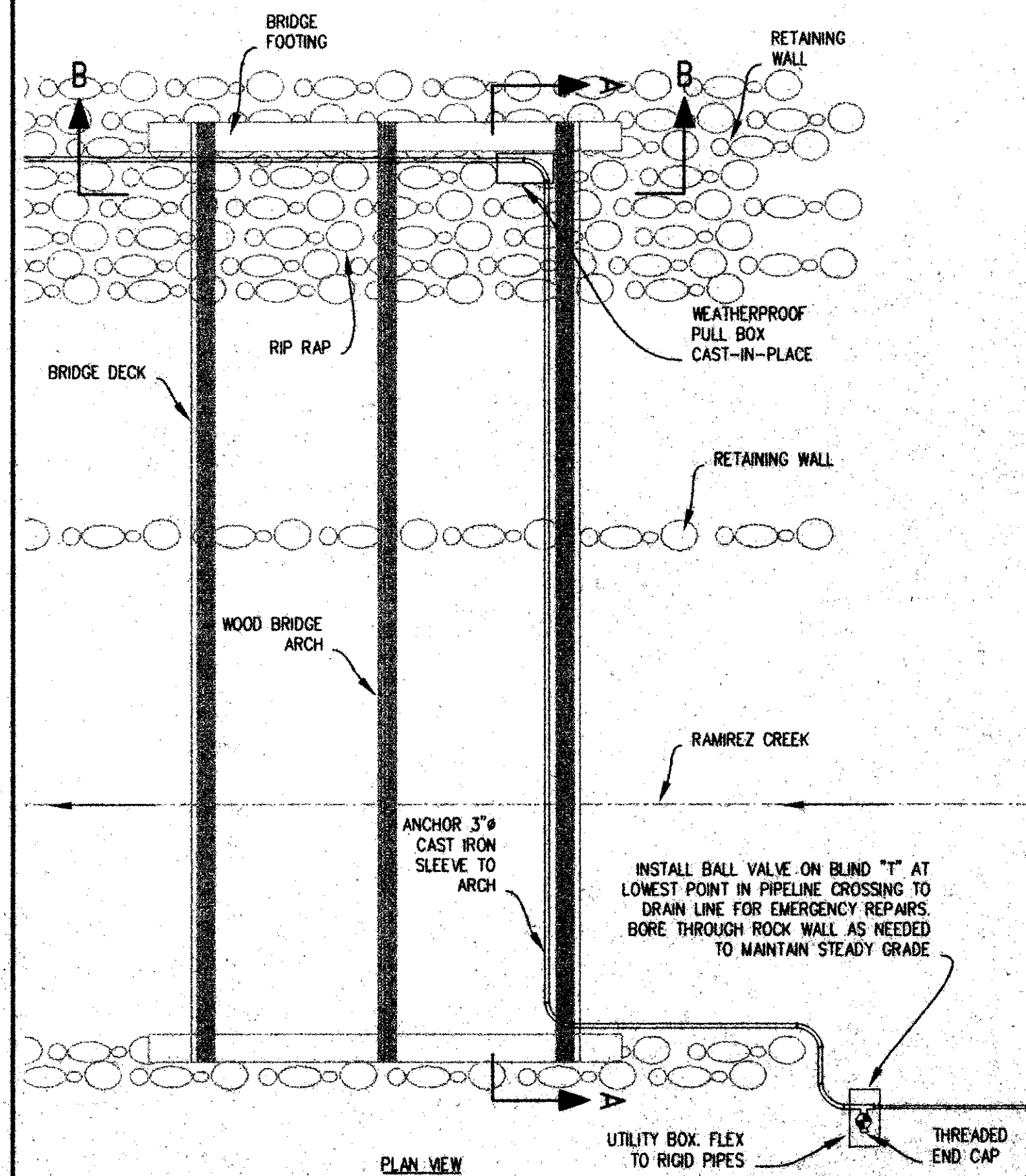
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WASTEWATER IMPROVEMENTS
WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
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Tel: (916) 236-6114 Fax: (916) 236-6133

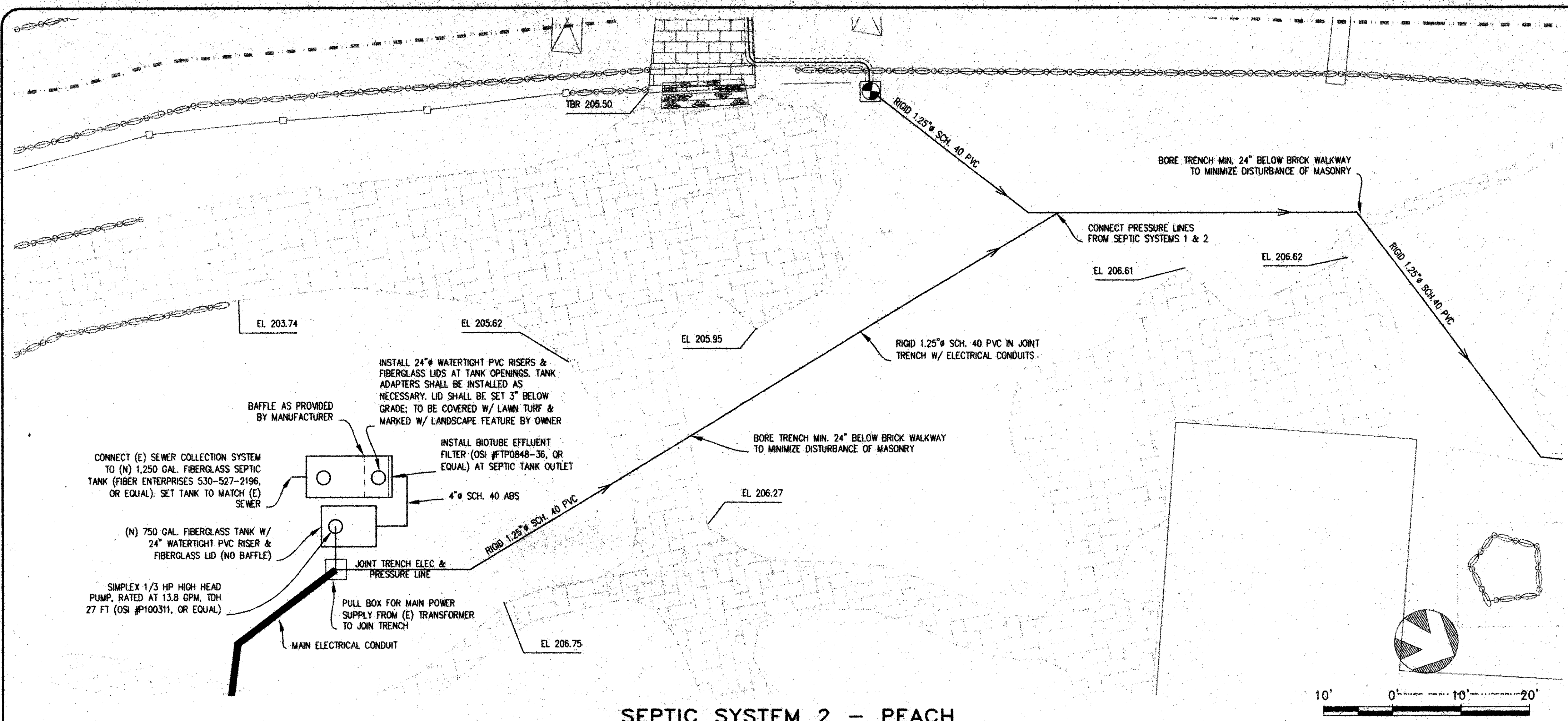
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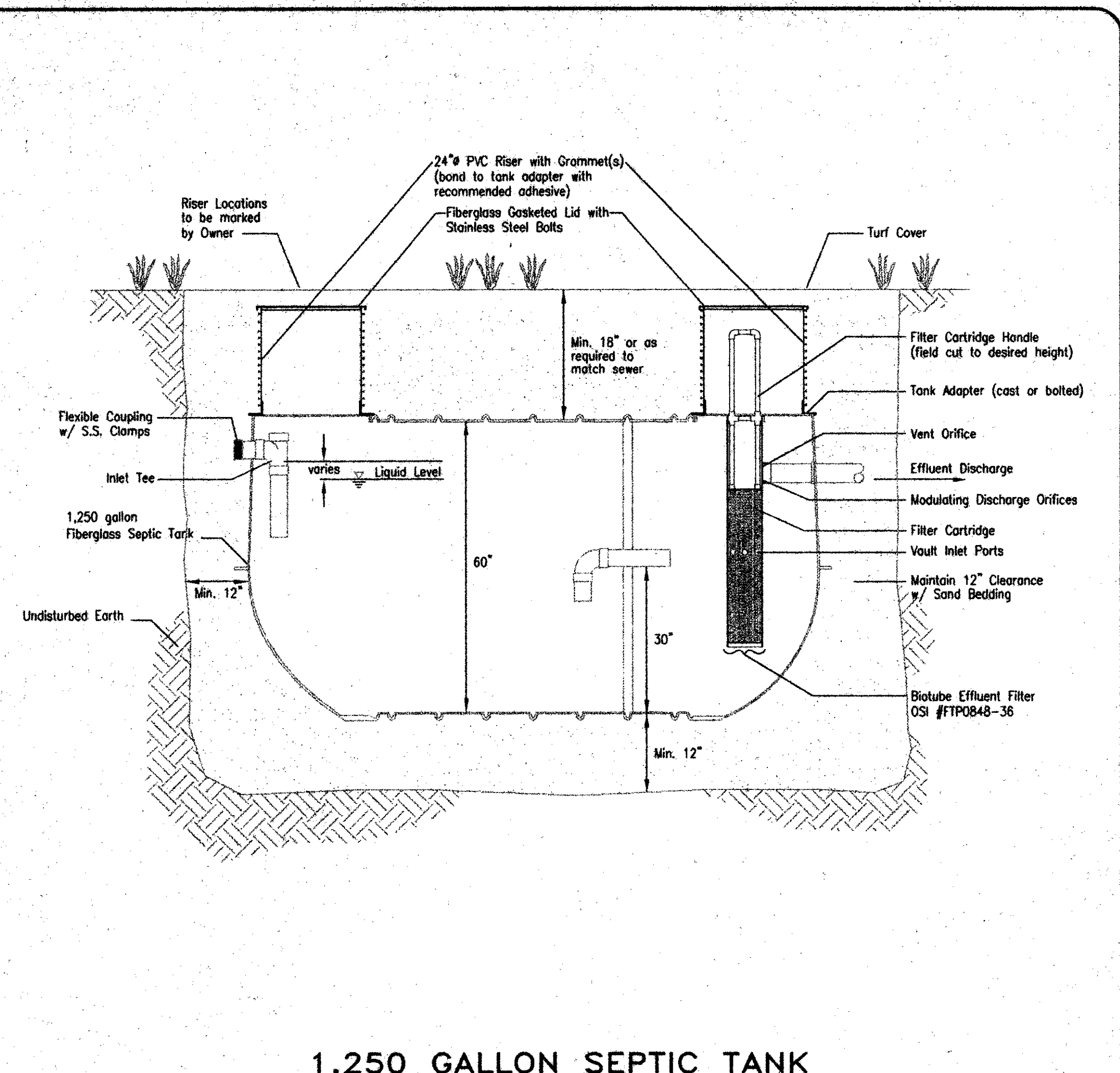
SEPTIC SYSTEM 1 - BARWOOD
WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

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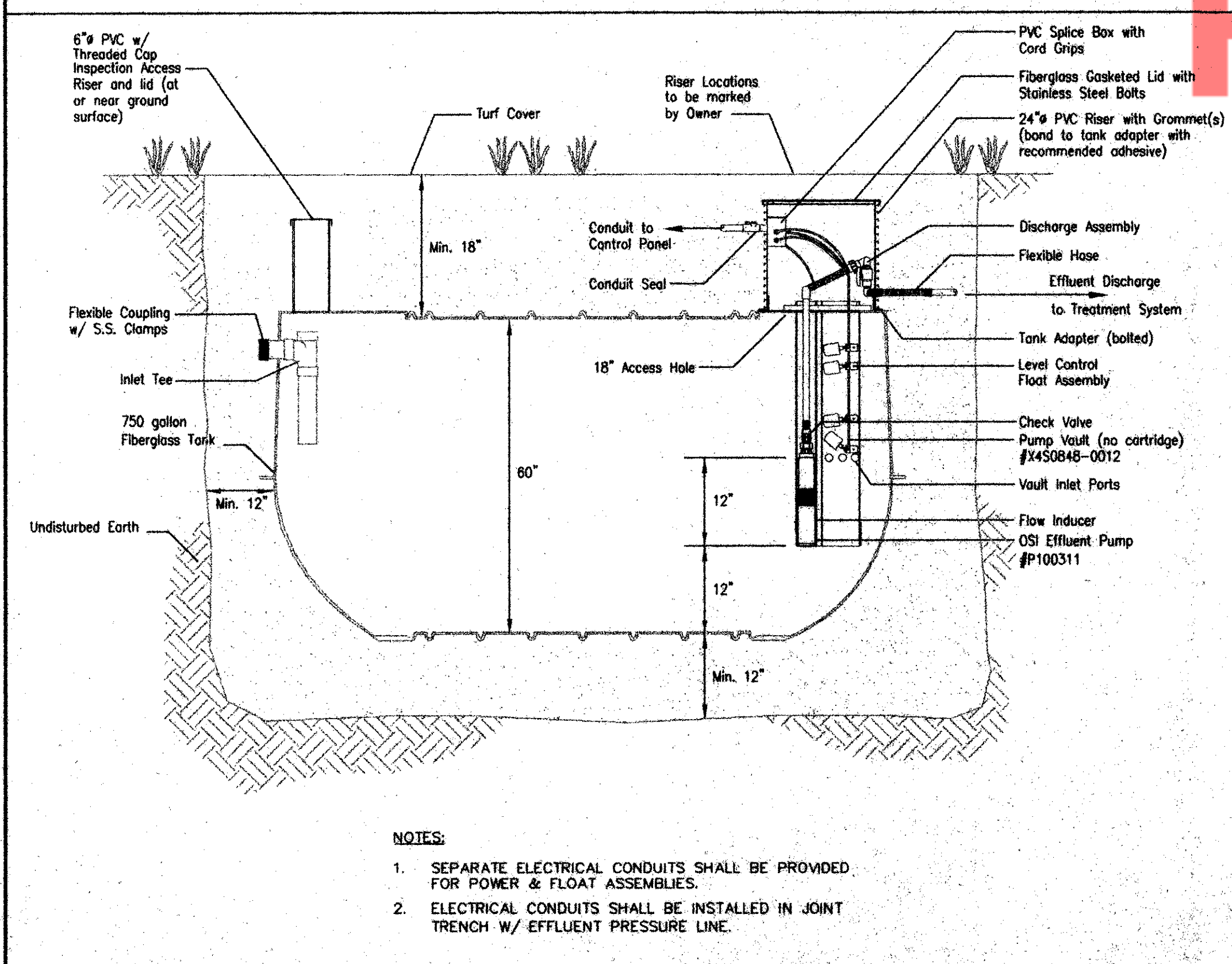


SEPTIC SYSTEM 2 - PEACH
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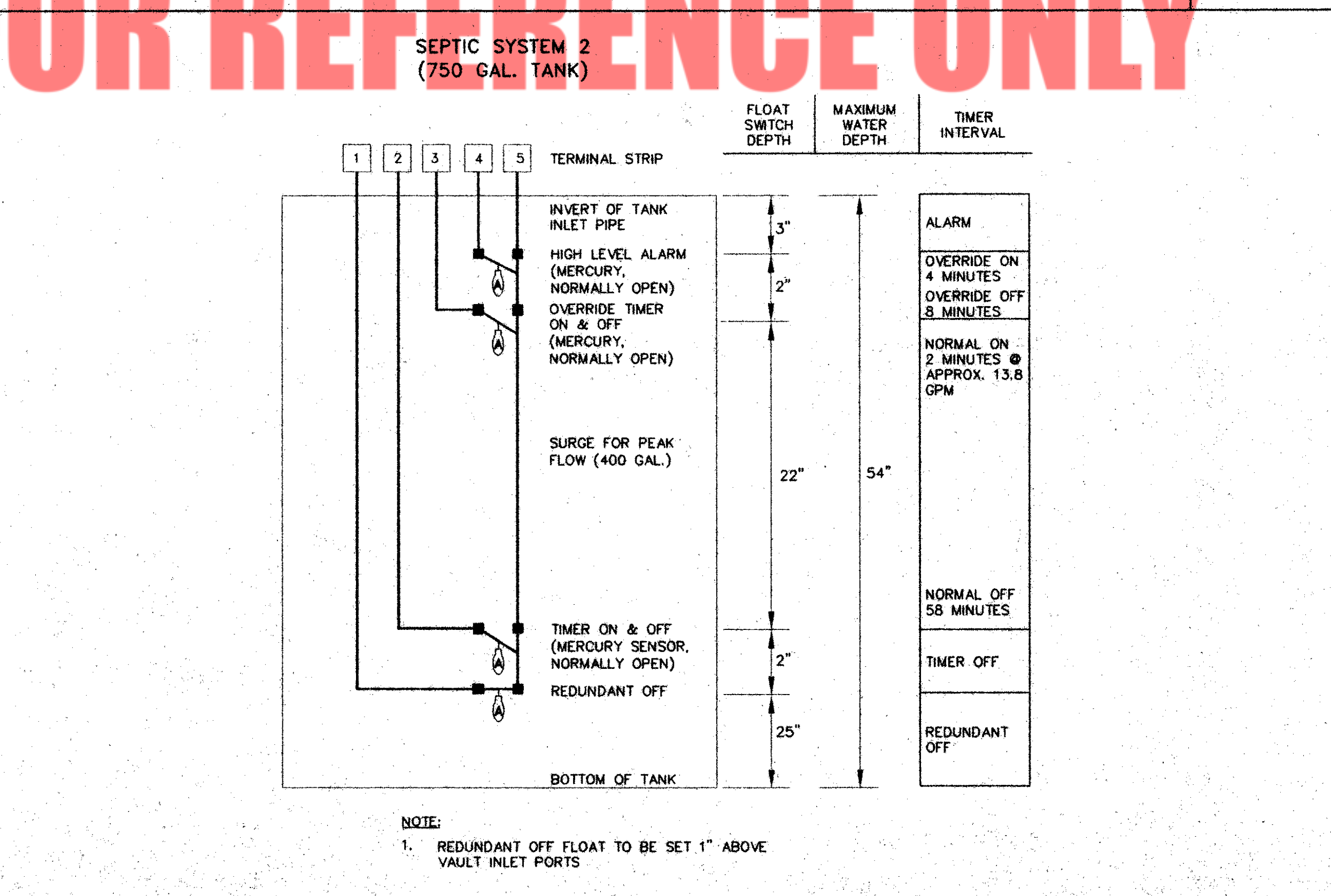


1,250 GALLON SEPTIC TANK
SCALE: 1"=2'

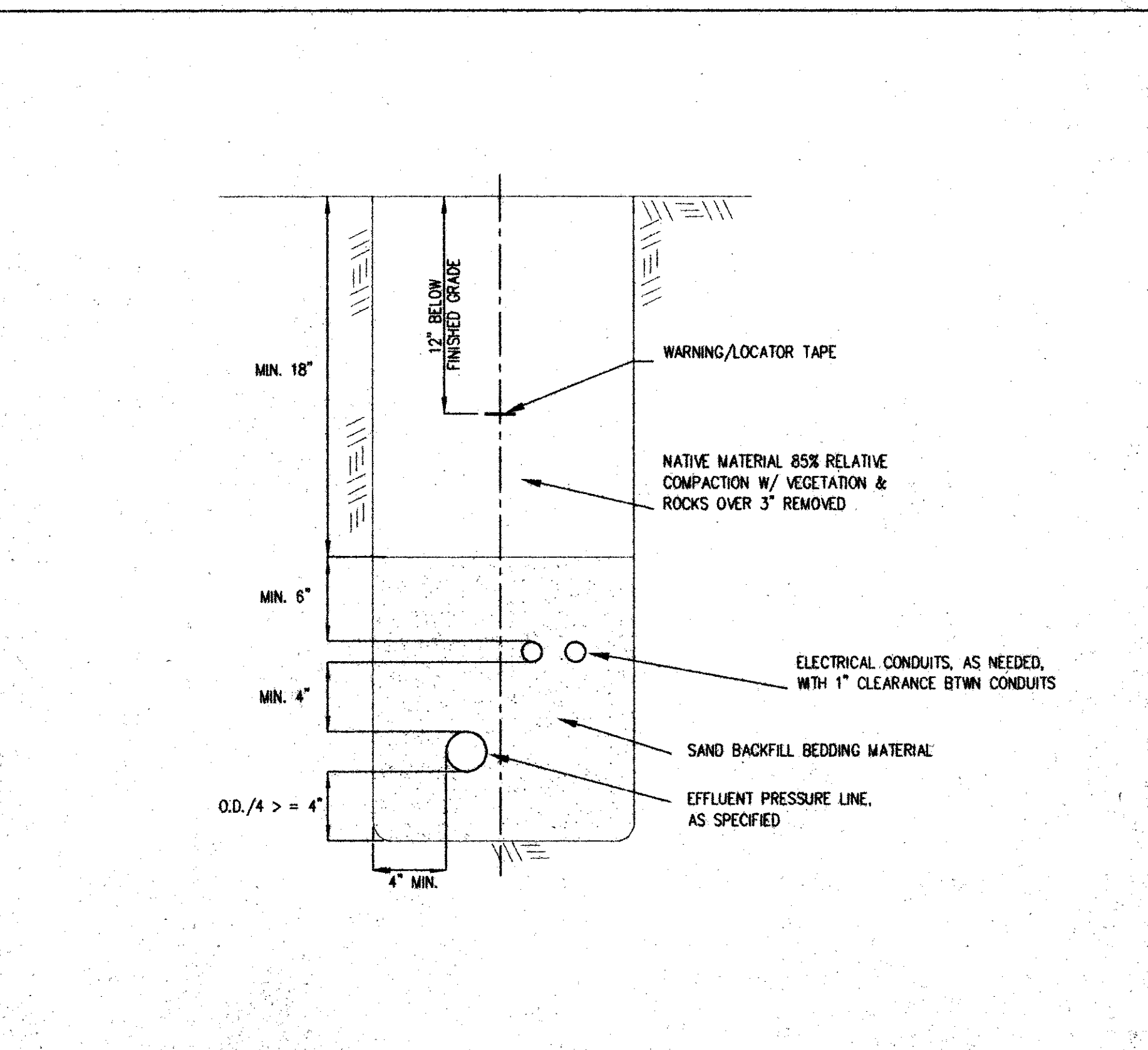
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750 GALLON PUMP VAULT
SCALE: 1"=2'



FLOAT ARRANGEMENT
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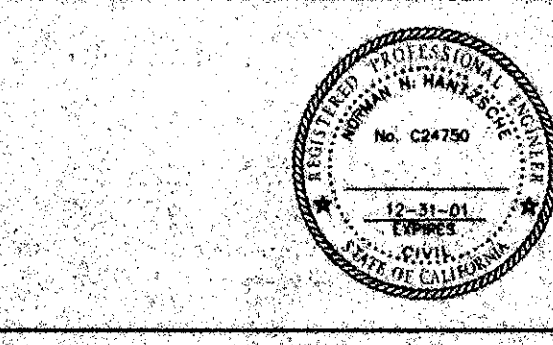
TYPICAL TRENCH DETAIL
NOT TO SCALE

- NOTES:**
- SEPARATE ELECTRICAL CONDUITS SHALL BE PROVIDED FOR POWER & FLOAT ASSEMBLIES.
 - ELECTRICAL CONDUITS SHALL BE INSTALLED IN JOINT TRENCH W/ EFFLUENT PRESSURE LINE.

- NOTE:**
- REDUNDANT OFF FLOAT TO BE SET 1" ABOVE VAULT INLET PORTS

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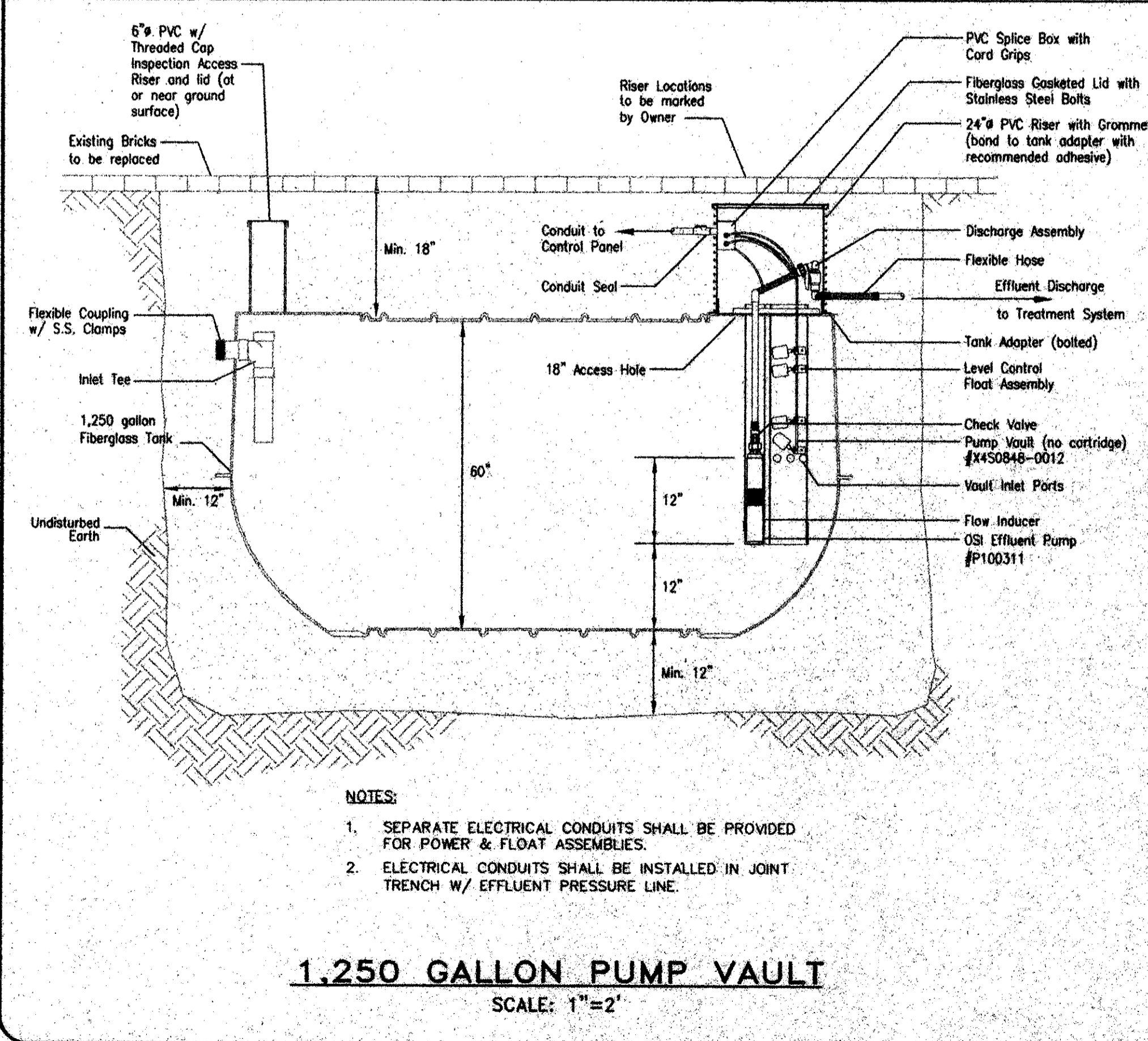
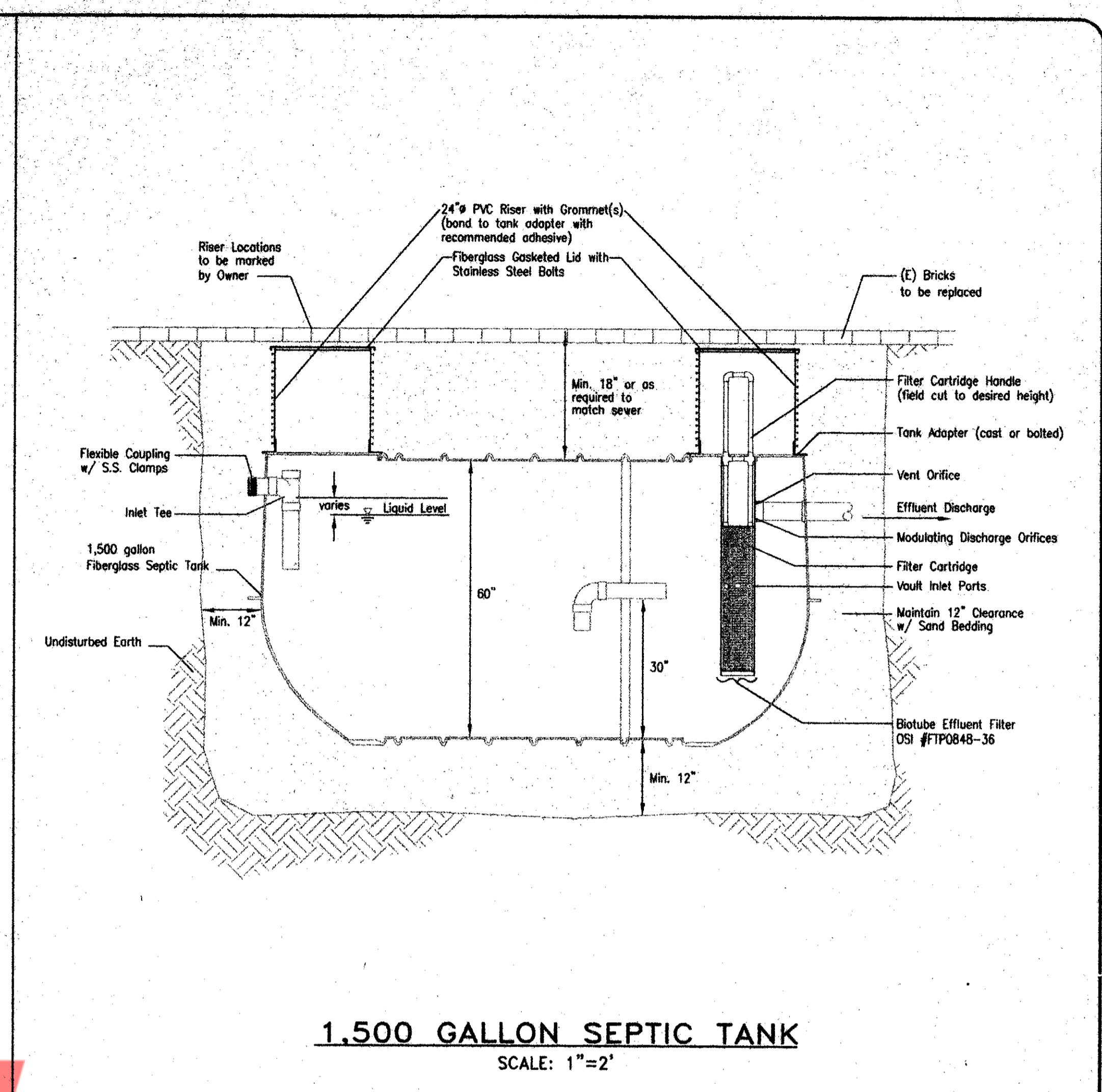
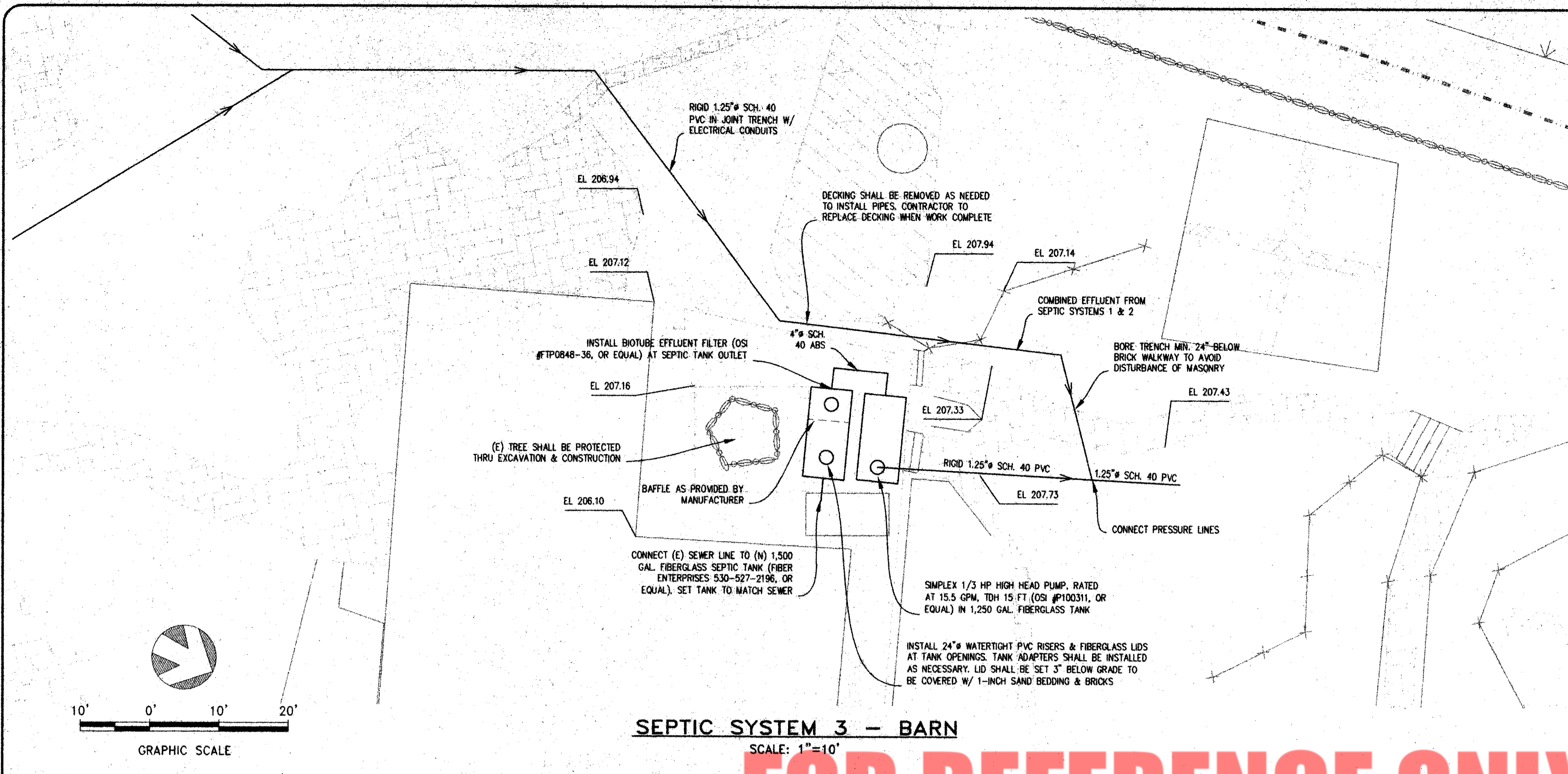
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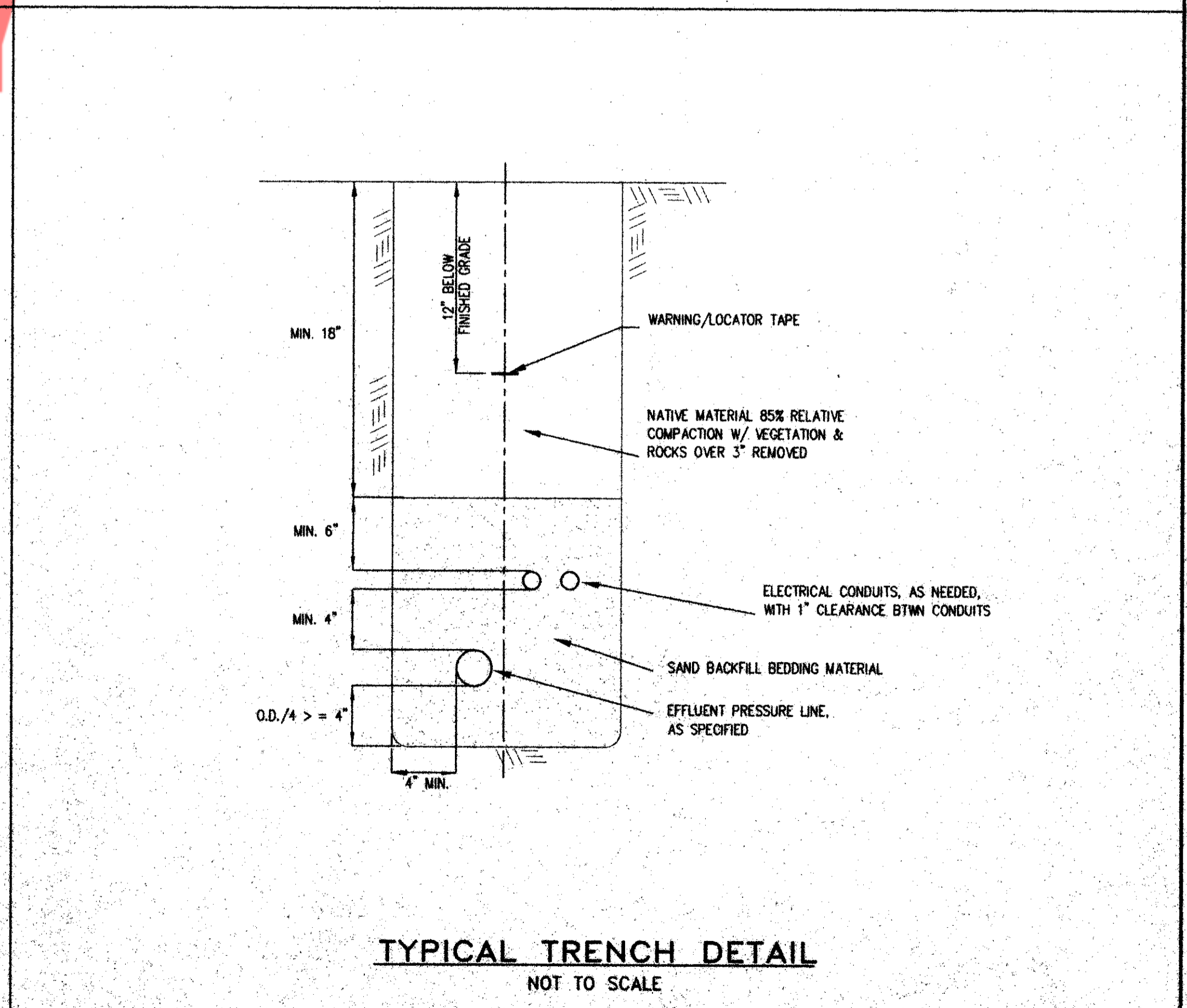
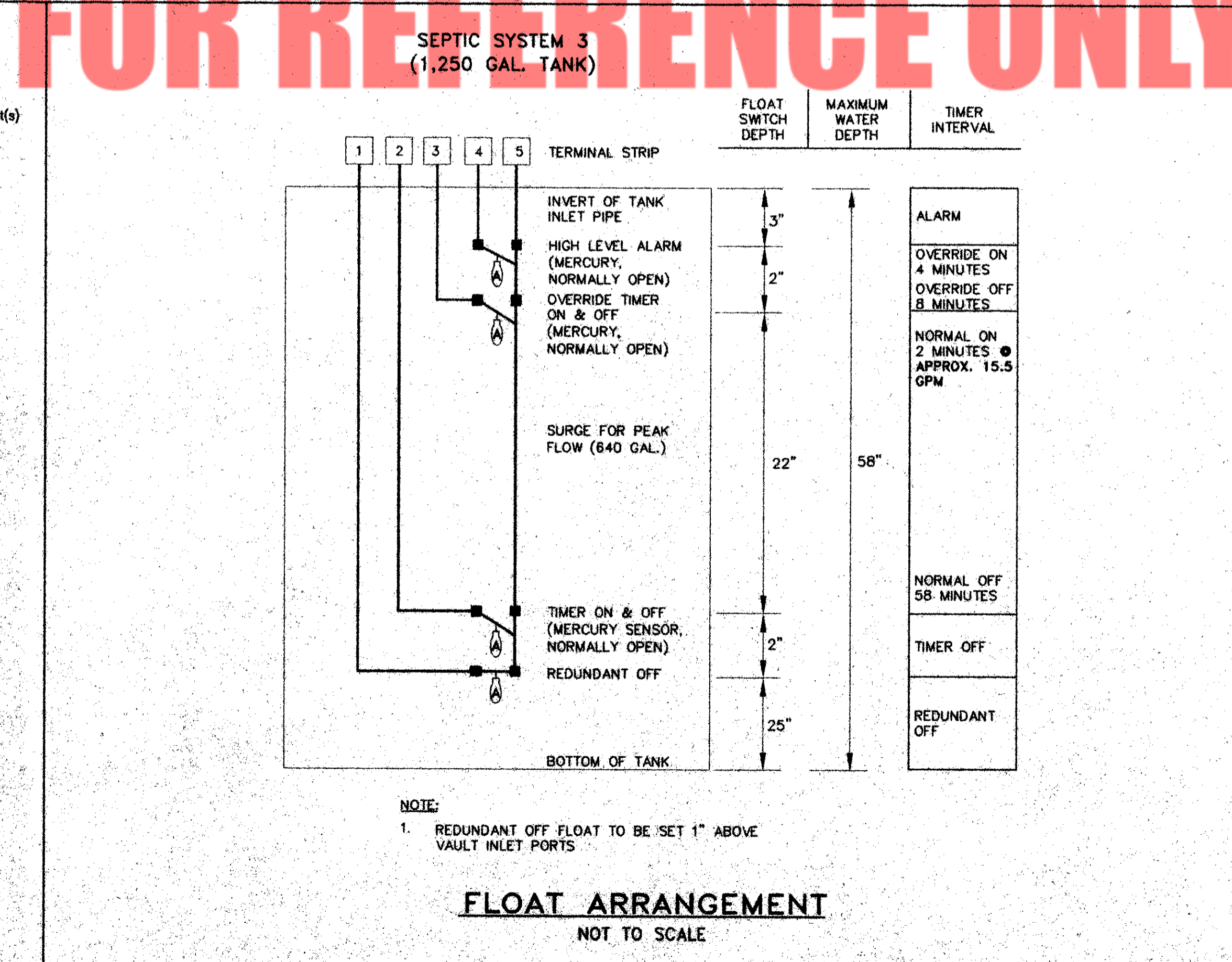
SEPTIC SYSTEM 2 - PEACH
WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
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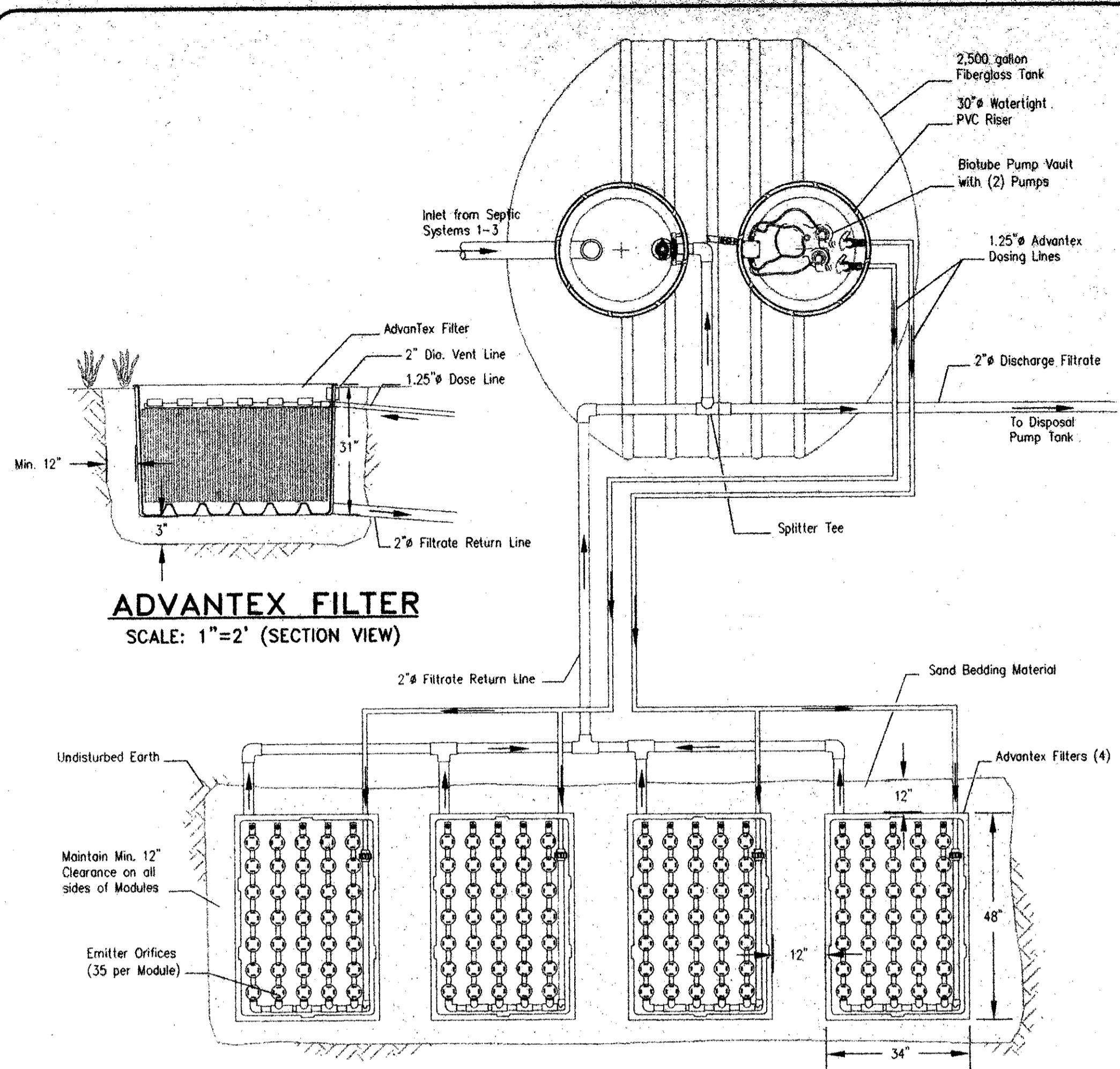


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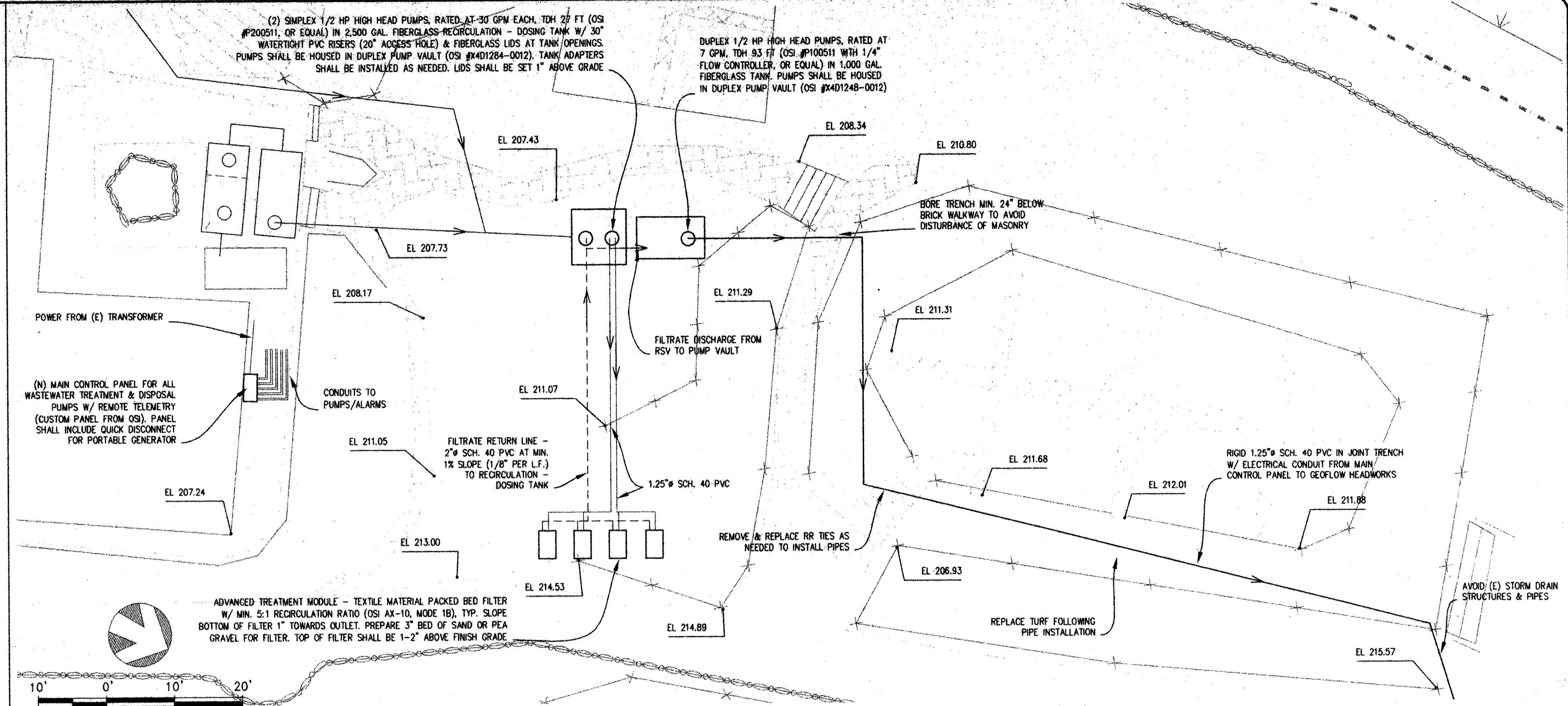


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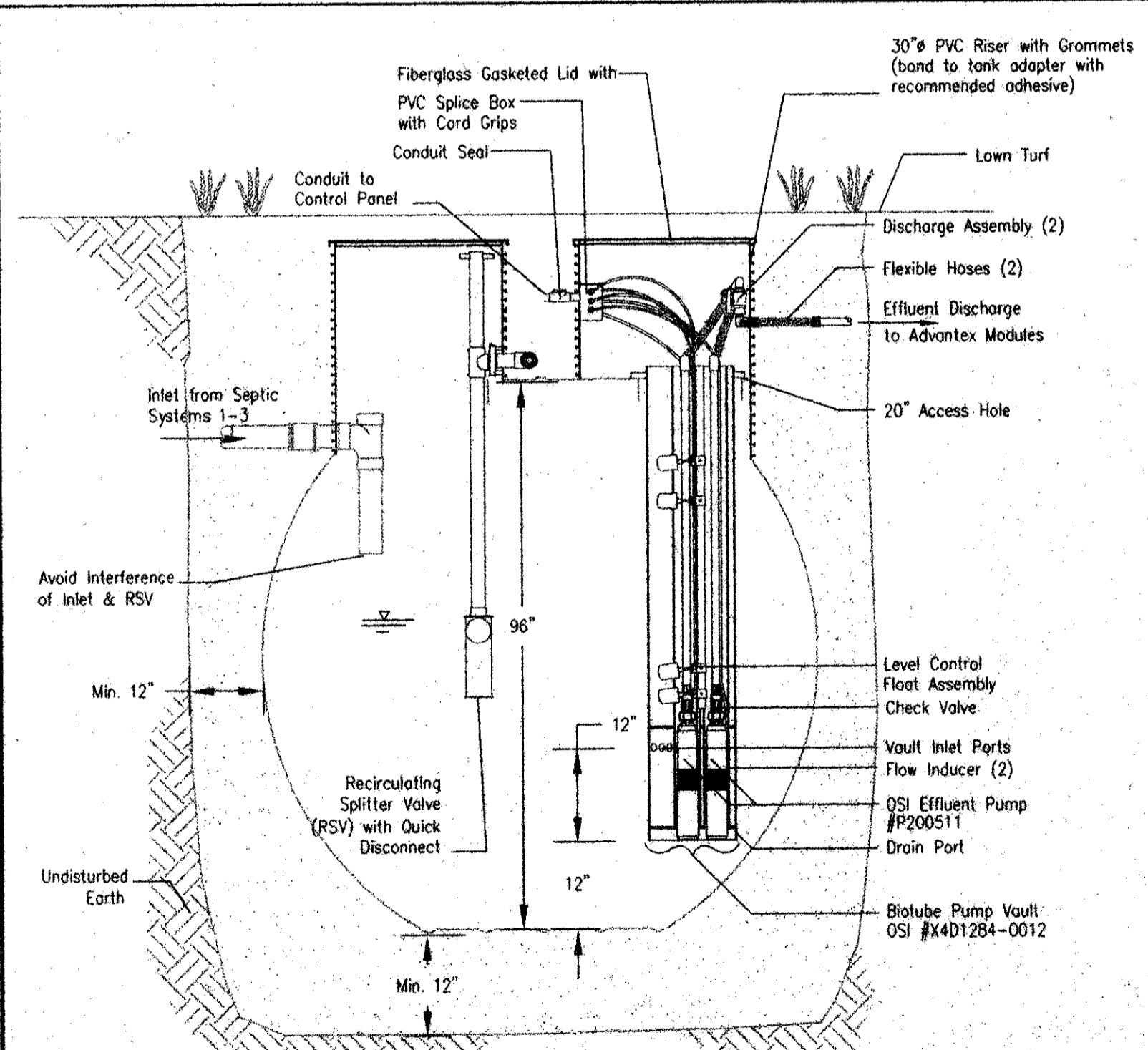
<p>RAMIREZ CANYON PARK Santa Monica Mountains Conservancy 5810 Ramirez Canyon Road Malibu, CA 90265</p>	 Civil Environmental & Water Resources (510) 218-6114 FAX (510) 218-2433 P.O. Box 70356, 1220 Brickyard Cove Road, Point Richmond, CA 94807		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Sh:</th> <th>Rev:</th> <th>Date:</th> <th>By:</th> <th>Description:</th> <th>App'd:</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Sh:	Rev:	Date:	By:	Description:	App'd:							<p>SEPTIC SYSTEM 3 - BARN WASTEWATER DISPOSAL PLAN Santa Monica Mountains Conservancy 5810 Ramirez Canyon Road Malibu, CA 90265</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Size: D</td> <td>Dwg. No.: 20125-03</td> <td>Rev.: 0</td> </tr> <tr> <td colspan="3">Scale: AS SHOWN</td> </tr> <tr> <td colspan="3">Date: 07-28-00</td> </tr> <tr> <td colspan="3">Sheet: 3.3</td> </tr> </table>	Size: D	Dwg. No.: 20125-03	Rev.: 0	Scale: AS SHOWN			Date: 07-28-00			Sheet: 3.3		
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ADVANCED TREATMENT SYSTEM
SCALE: 1"=2' (PLAN VIEW)

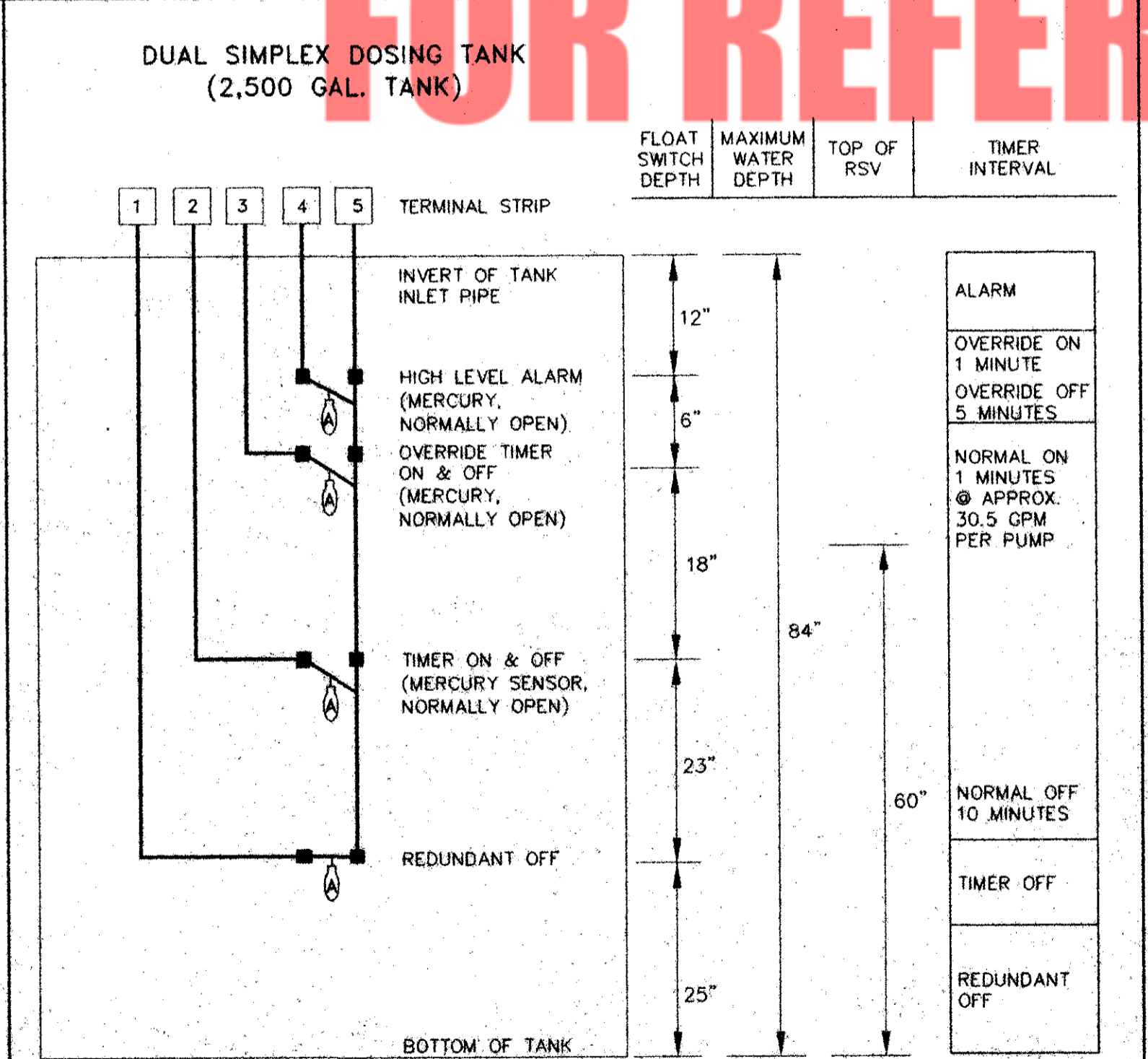


ADVANCED TREATMENT SYSTEM
SCALE: 1"=10'



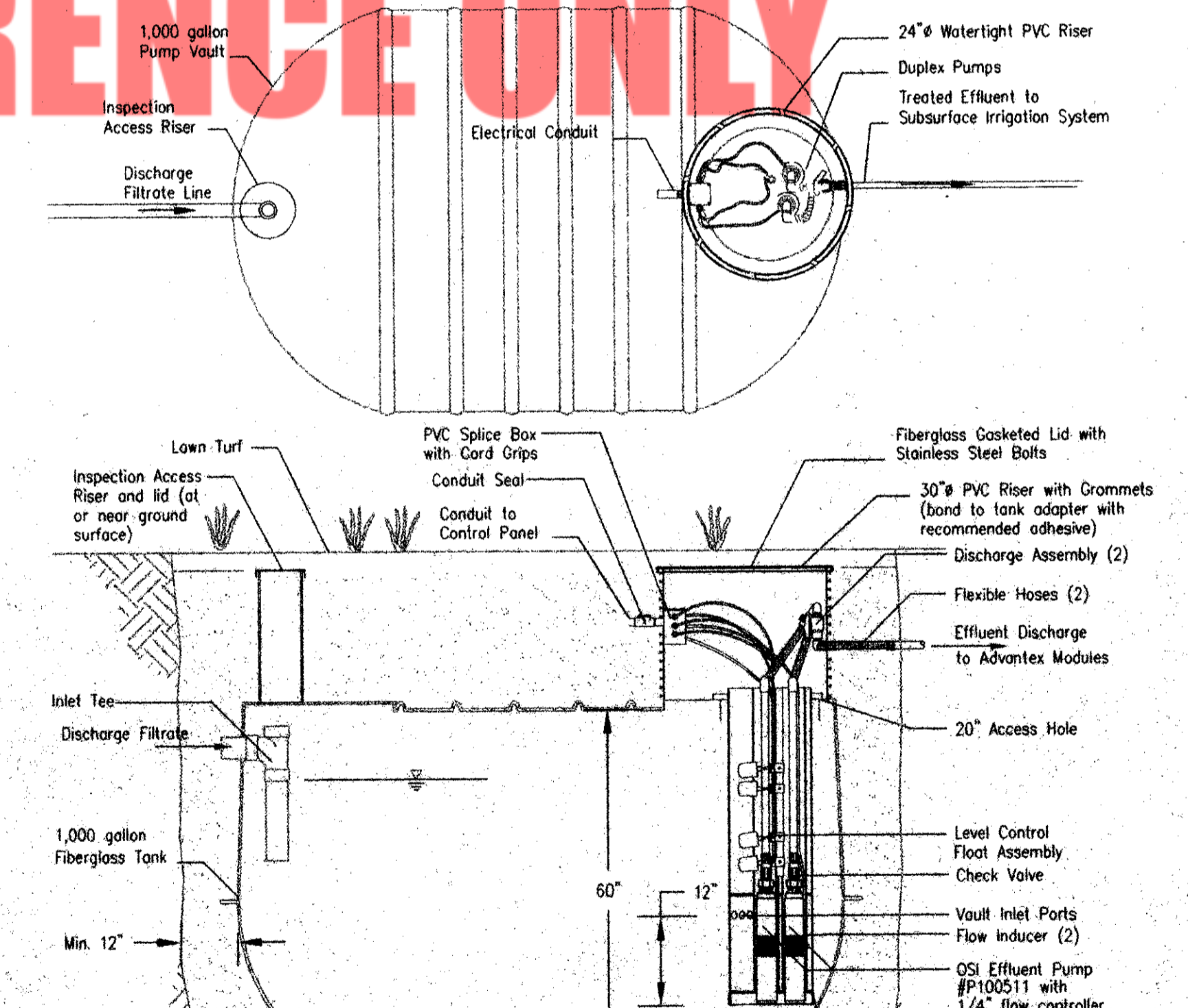
NOTES:
1. SEPARATE ELECTRICAL CONDUITS SHALL BE PROVIDED FOR POWER & FLOAT ASSEMBLIES.
2. ELECTRICAL CONDUITS SHALL BE INSTALLED IN JOINT TRENCH W/ EFFLUENT PRESSURE LINE.

DOSING/RECIRCULATION TANK
SCALE: 1"=2' (SECTION VIEW)

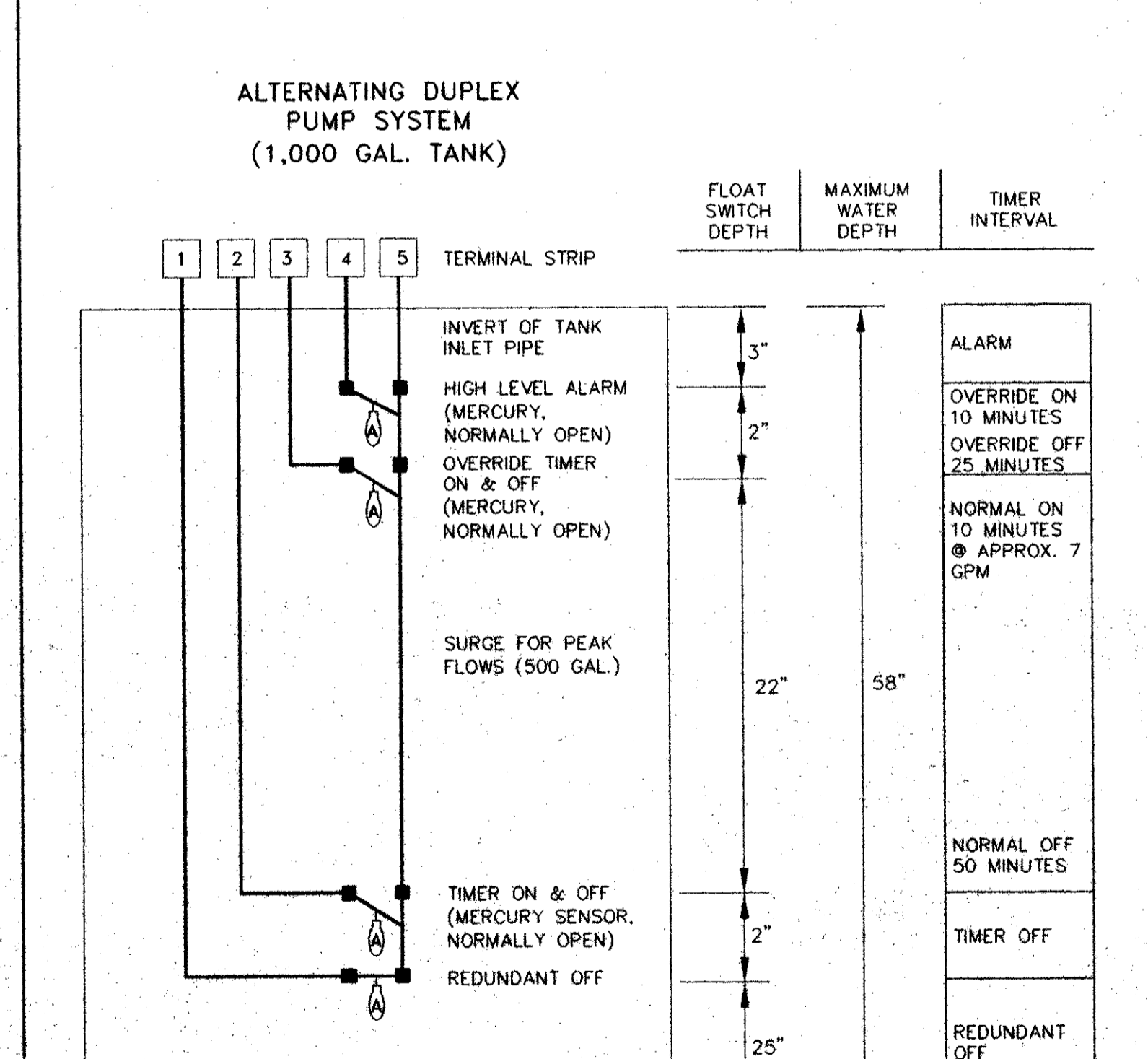


NOTE:
1. EACH PUMP SHALL DOSE (2) FILTERS AT SAME TIME.
2. PUMP #2 SHALL HAVE 5 SEC. DELAY FOR STARTUP.
3. FILTRATE WILL DISCHARGE TO PUMP VAULT WHEN FLOAT MEETS TOP OF RSV.

FLOAT ARRANGEMENT- DOSING TANK
NOT TO SCALE



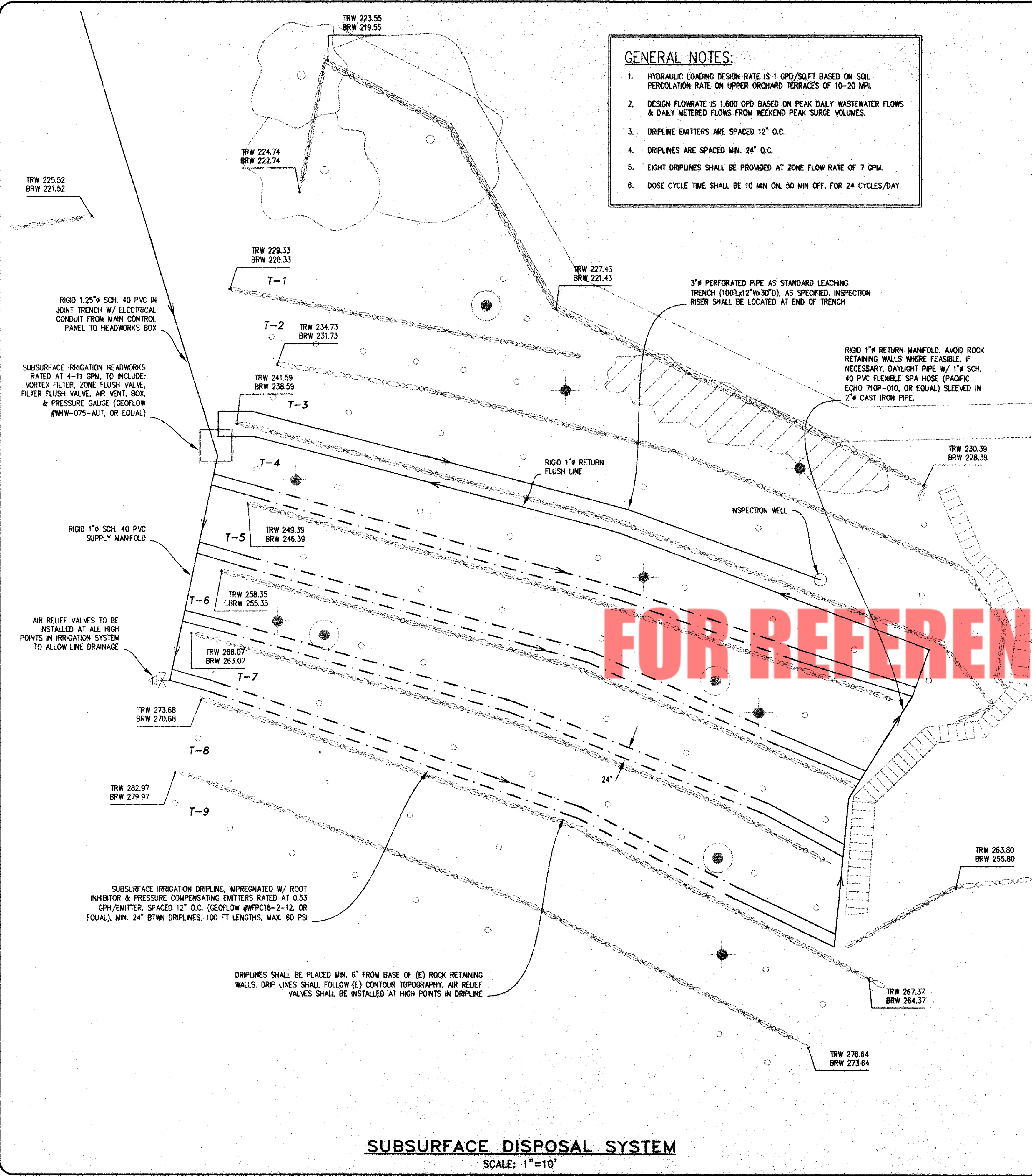
1,000 GAL. PUMP VAULT
SCALE: 1"=2'



FLOAT ARRANGEMENT- DISPOSAL PUMPS
NOT TO SCALE

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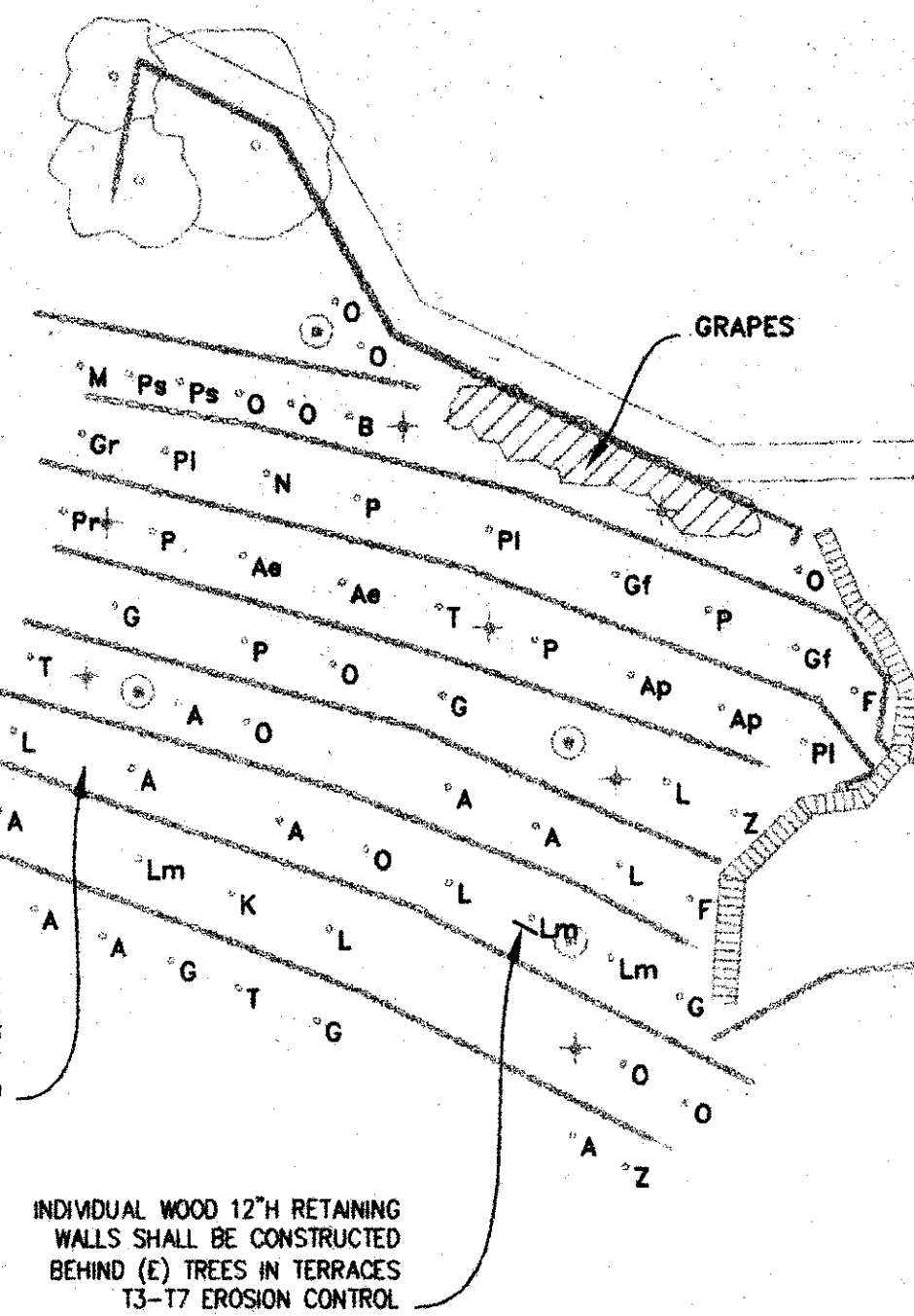
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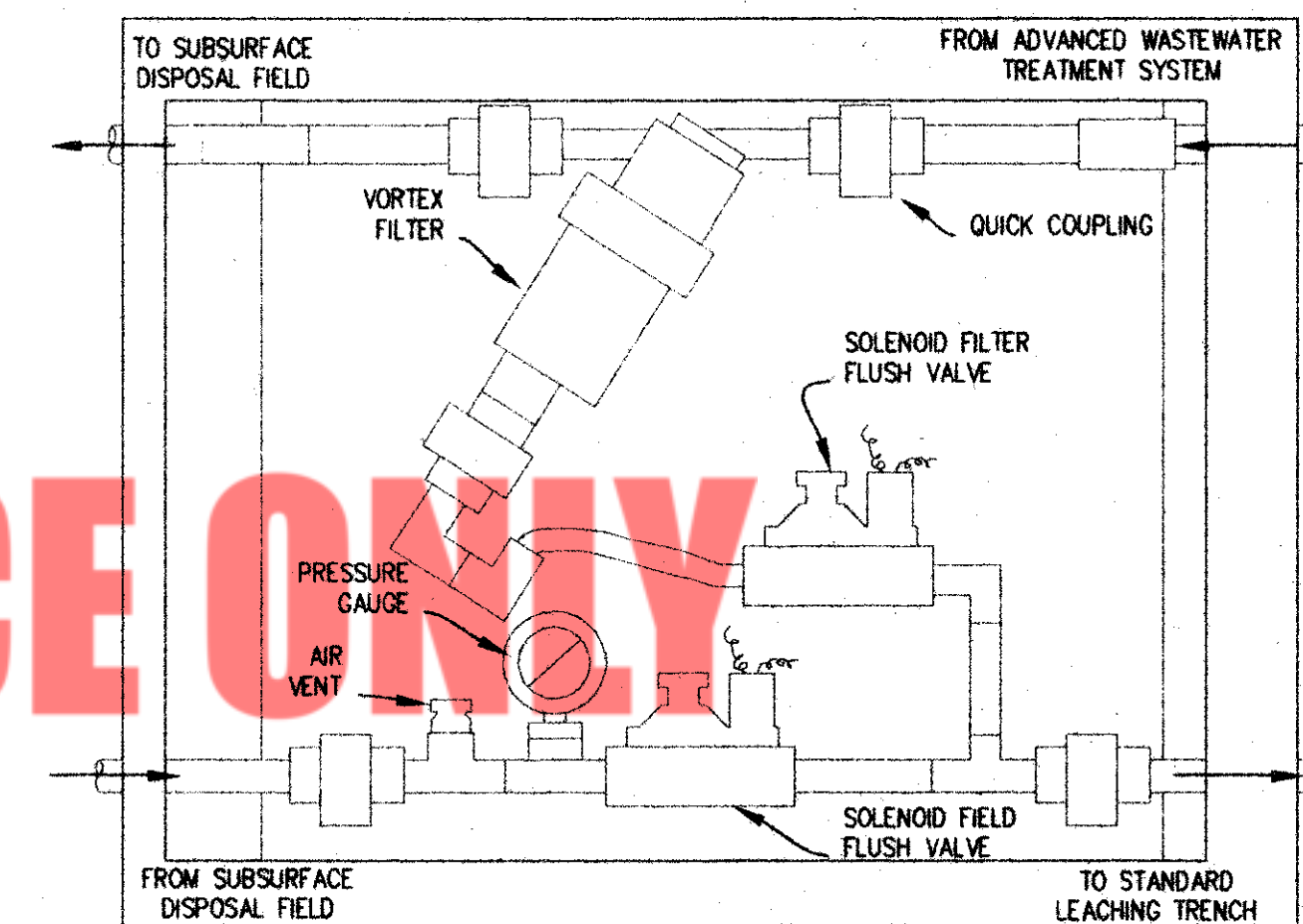
SUBSURFACE DISPOSAL SYSTEM
SCALE: 1"=10'

PLANTING LEGEND

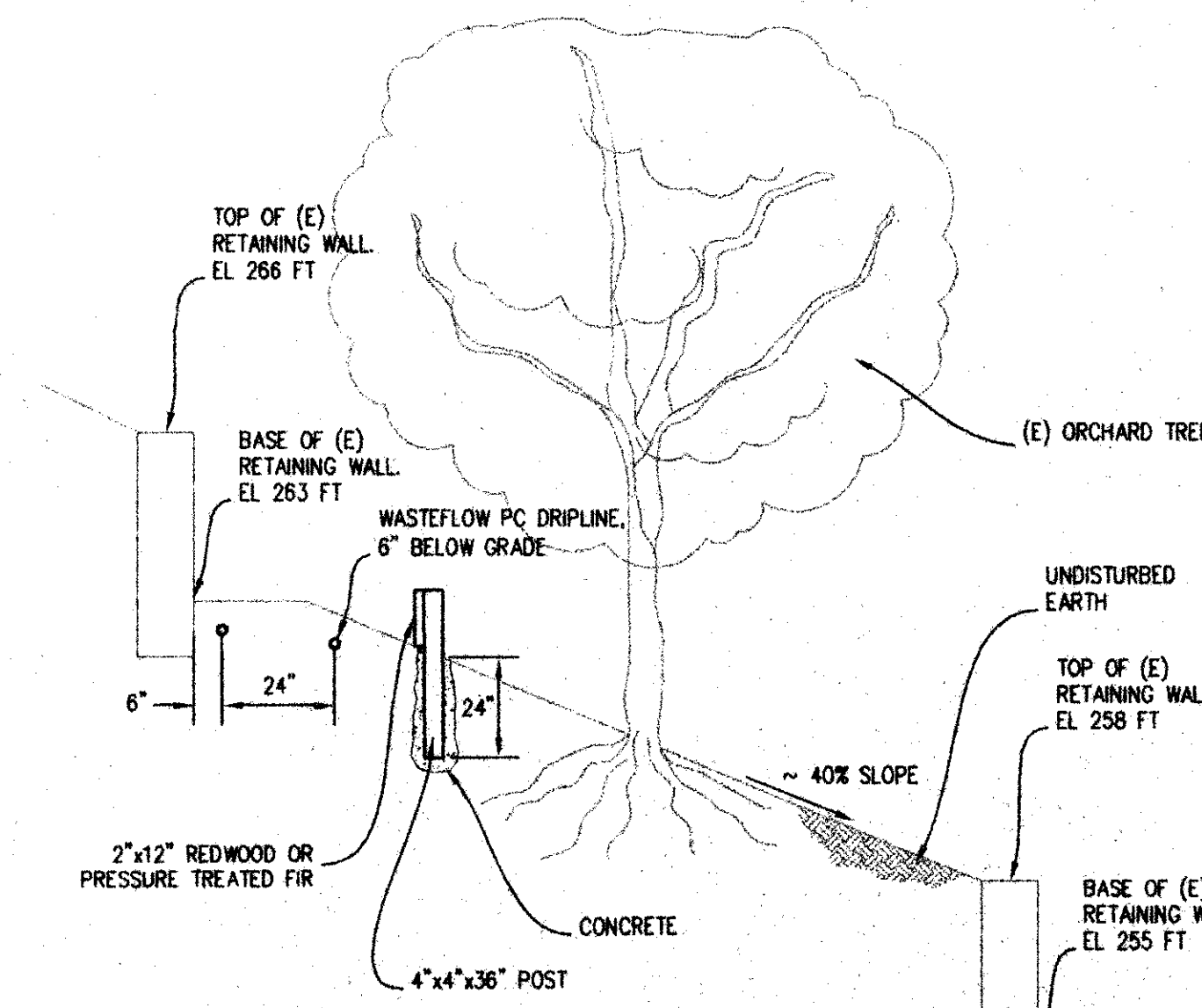
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- Lm LIME
- K KUMQUAT
- M MULBERRY
- N NECTARINE
- O ORANGE
- P PEACH
- Ps PERSIMMON
- Pl PLUM
- T TANGERINE
- Z ZAPOTE



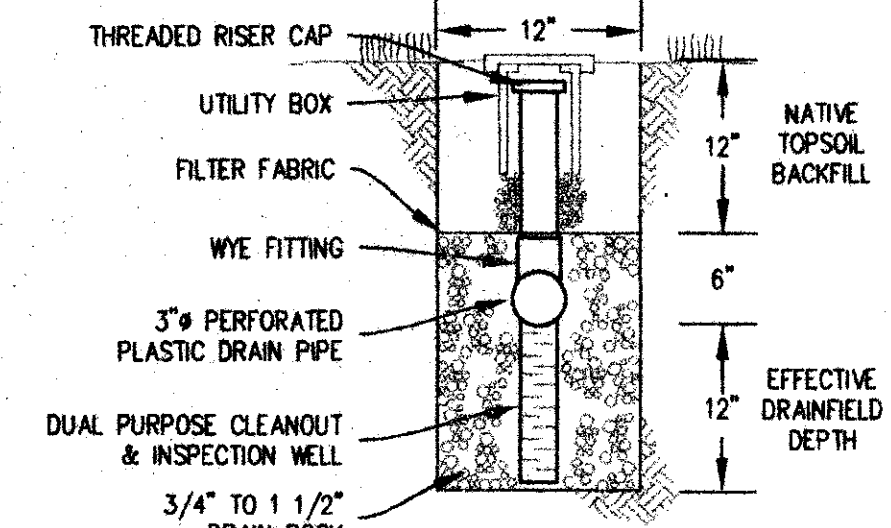
PLANTING & EROSION CONTROL PLAN
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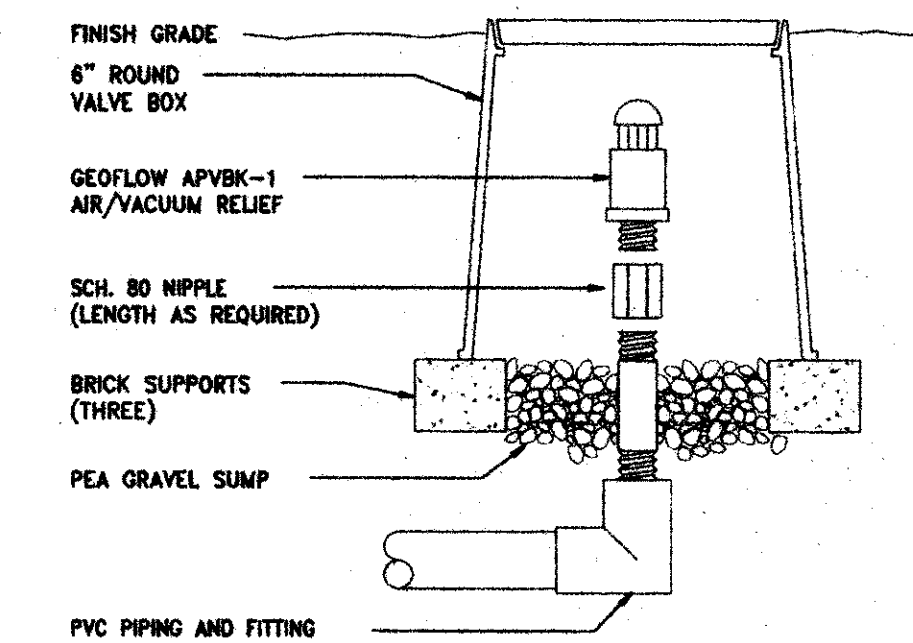
AUTOMATIC HEADWORKS
NOT TO SCALE



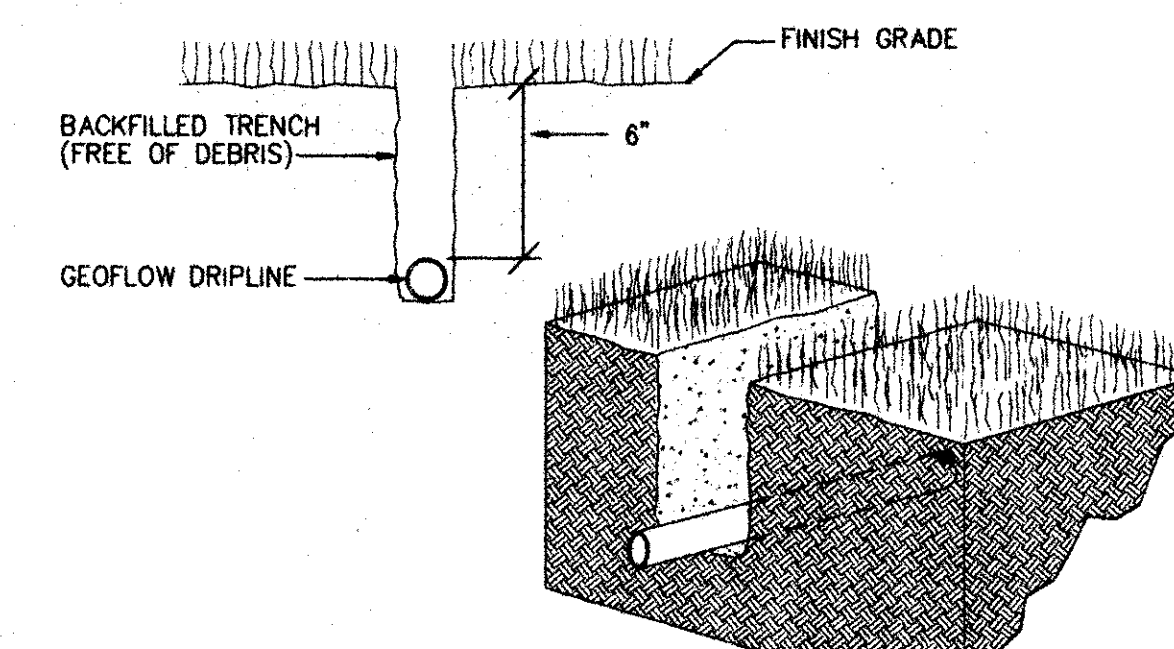
SECTION TERRACE 6
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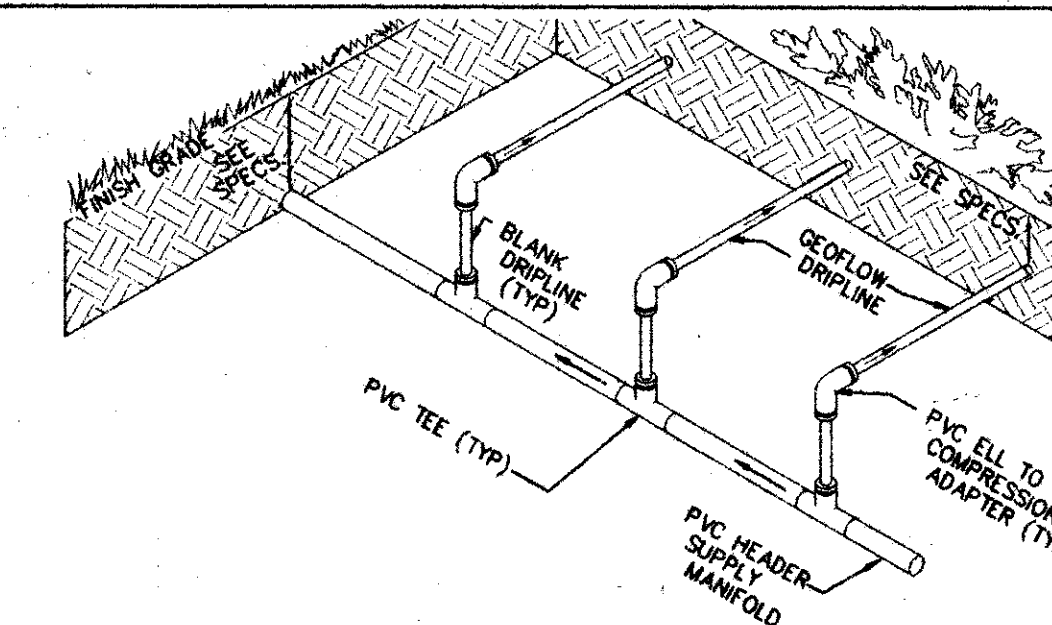
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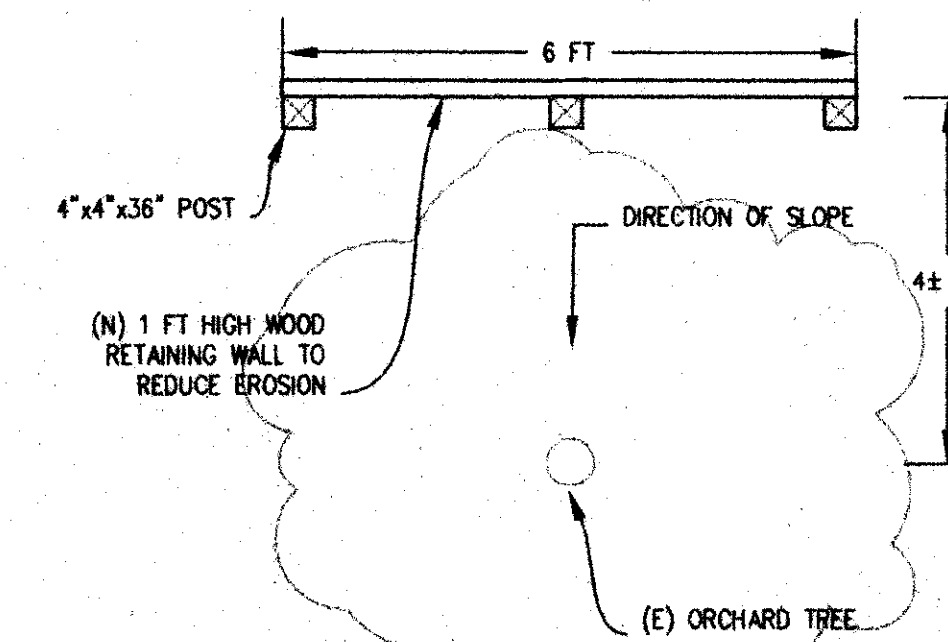
AIR RELIEF VALVE
NOT TO SCALE



GEOFLOW TRENCHING
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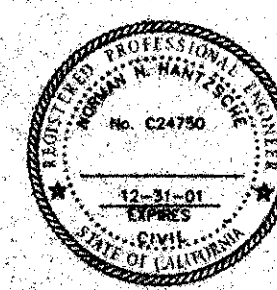
SUPPLY MANIFOLD
NOT TO SCALE



TREE RETAINING WALL
SCALE: 1"=2'

RAMIREZ CANYON PARK
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

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Shr:	Rev:	Date:	By:	Description:	App'd:

Design: M.M.M.
Drawn: M.M.M.
Checked: N.H.
App'd: N.H.

SUBSURFACE DISPOSAL SYSTEM WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

Size: D
Date: 07-28-00
Scale: AS SHOWN
Sheet: 5.0

MATERIAL SPECIFICATIONS

THE ACCOMPANYING PLANS PRESENT THE GENERAL LAYOUT, PLUMBING CONFIGURATION AND CONSTRUCTION DETAILS FOR THE WASTEWATER TREATMENT AND EFFLUENT DISTRIBUTION SYSTEM. THE FOLLOWING ARE MATERIAL SPECIFICATIONS FOR THE SYSTEM COMPONENTS. ALL MATERIALS USED FOR THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS AND AS DESCRIBED IN THE ACCOMPANYING PLANS.

1. FIBERGLASS TANKS

THE NEW TANKS SHALL BE CONSTRUCTED OF FIBERGLASS AND SHALL BE WATER TIGHT. THE 1,000, 1,250 & 750 GAL. PUMP VAULTS AND THE 2,500 GAL. DOSING TANK SHALL BE SINGLE COMPARTMENT TANKS (NO BAFFLES). THE 1,500 & 1,250 GAL. SEPTIC TANKS SHALL BE TWO-COMPARTMENT TANKS, WITH APPROXIMATELY 2/3 OF THE VOLUME PROVIDED IN THE FIRST COMPARTMENT.

FIBERGLASS TANKS SHALL BE PROVIDED BY FIBER ENTERPRISES, INC. (530-527-2196), OR APPROVED EQUAL.

1.1 TANK
THE TANK SHELL SHALL BE MIN. 1/4" THICK FOR NON-TRAFFIC RATED TANKS. MINIMUM DEPTH OF BACKFILL COVER SHALL BE 18" AND MAXIMUM COVER SHALL BE 4 FT.

1.2 BAFFLE
THE BAFFLE SHALL BE 3/8" THICK MINIMUM FOR TOP AND BOTTOM HALF. BAFFLE SHALL BE MADE OF SAME MATERIAL AS TANK. BAFFLE SHALL BE BONDED CONTINUOUSLY TO THE TANK AROUND THE TANK PERIMETER OF THE BAFFLE USING THE SAME REINFORCED RESIN USED TO BOND THE TANK HALVES TOGETHER.

1.3 RISER
THE RISERS SHALL BE RIBBED PVC 1/4" THICK WITH DIAMETER AS SHOWN ON PLANS. RISER LENGTHS SHALL BE DETERMINED BASED ON TANK/GROUND ELEVATIONS.

2. TEXTILE FILTER WASTEWATER TREATMENT SYSTEM (ADVANTEC)

THE WASTEWATER TREATMENT SYSTEM SHALL CONSIST OF A 2,500 GAL. DOSING/RECIRCULATION TANK & FOUR (4) TEXTILE FILTERS - ADVANTEC MODULES (#AX-10), AS MANUFACTURED BY ORENCO SYSTEMS, INC. (800-348-9843). THE TREATMENT SYSTEM SHALL BE COMPLETE WITH ALL NEEDED EQUIPMENT AS SHOWN ON ACCOMPANYING PLANS AND AS SPECIFIED.

2.1. EQUIPMENT

THE EQUIPMENT SHALL CONSIST OF (4) ADVANTEC MODULES, RECIRCULATING SPLITTER VALVE (RSV), DOSING PUMPS, AND PLUMBING. THE CONTRACTOR SHALL PROVIDE COORDINATION BETWEEN THE ADVANTEC SYSTEM AND TANK SUPPLIER WITH REGARD TO FABRICATION OF THE TANKS, INSTALLATION OF THE UNITS AND DELIVERY TO JOB SITE.

3. PUMP SYSTEMS

3.1. SEPTIC SYSTEM 1

A SIMPLEX BIOTUBE® (OS) PUMP VAULT (#X4S1248-2418) SHALL BE INSTALLED IN THE EXISTING CONCRETE SEPTIC TANK TO FILTER SEPTIC TANK EFFLUENT AND TO HOUSE THE SIMPLEX PUMP SYSTEM. CONTRACTOR TO VERIFY CLEARANCE IN EXISTING TANK FOR SPECIFIED VAULT CLEARANCES. IT SHALL CONSIST OF A 12" DIAMETER, 48" DEEP PVC VAULT WITH EIGHT (8) 1/2" DIAMETER HOLES EVENLY SPACED AROUND PERIMETER. HOUSED INSIDE THE PVC VAULT SHALL BE THE BIOTUBE® ASSEMBLY CONSISTING OF 1/2" MESH POLYPROPYLENE TUBES. ATTACHED TO THE VAULT IS A 4" DIAMETER FLOW INDUCER TO ACCEPT THE SIMPLEX HIGH HEAD EFFLUENT PUMP.

THE PUMP SHALL BE 1/3 HP TO DELIVER 12.5 GPM AGAINST TOTAL DYNAMIC HEAD (TDH) OF 36 FT (#P100311). THE DISCHARGE ASSEMBLY SHALL BE 1" AND THE PUMP ON/OFF FLOAT SHALL PROVIDE A MAXIMUM OF 4 TO 5 INCHES OF DRAWDOWN. THE DISCHARGE ASSEMBLY SHALL CONNECT TO A 1.25" PRESSURE LINE.

3.2. SEPTIC SYSTEM 2

THE 1,250 GAL. SEPTIC TANK SHALL REPLACE THE EXISTING SEPTIC TANK AND SHALL GRAVITY FLOW TO THE 750 GAL. PUMP TANK. A BIOTUBE EFFLUENT FILTER (OSI #X4S1248-2418) SHALL BE INSTALLED ON OUTLET.

THE 750 GAL. TANK SHALL HAVE A 1/3 HP SIMPLEX HIGH HEAD HEAD PUMP (OSI #P100311) TO DELIVER 13.8 GPM AGAINST 27 FT TDH. THE PUMP SHALL BE HOUSED IN A BIOTUBE PUMP VAULT WITHOUT THE BIOTUBE CARTRIDGE (OSI #X4S0848-0012). THE DISCHARGE ASSEMBLY SHALL BE 1" AND SHALL CONNECT TO A 1.25" PRESSURE LINE.

3.3. SEPTIC SYSTEM 3

THE 1,500 GAL. SEPTIC TANK SHALL REPLACE THE EXISTING SEPTIC TANK AND SHALL GRAVITY FLOW TO THE 1,250 PUMP TANK. A BIOTUBE EFFLUENT FILTER (OSI #X4S1248-2418) SHALL BE INSTALLED ON OUTLET.

THE 1,250 GAL. TANK SHALL HAVE A 1/3 HP SIMPLEX HIGH HEAD HEAD PUMP (OSI #P100311) TO DELIVER 15.5 GPM AGAINST 15 FT TDH. THE PUMP SHALL BE HOUSED IN A BIOTUBE PUMP VAULT WITHOUT THE BIOTUBE CARTRIDGE (OSI #X4S0848-0012). THE DISCHARGE ASSEMBLY SHALL BE 1" AND SHALL CONNECT TO A 1.25" PRESSURE LINE.

3.4. DOSING PUMPS (ADVANTEC)

THE 2,500 GAL. DOSING/RECIRCULATION TANK SHALL HAVE A DUPLEX BIOTUBE PUMP VAULT (OSI #X4D1284-0012) WITH (2) SIMPLEX PUMPS (1/2 HP) RATED AT 30.5 GPM AGAINST 27 FT TDH (#200511). THE DISCHARGE ASSEMBLY & PRESSURE LINE SHALL BE 1.25".

3.5. SUBSURFACE DISPOSAL PUMPS (GEOFLOW)

THE DUPLEX EFFLUENT PUMPING SYSTEM SHALL CONSIST OF A DUPLEX BIOTUBE PUMP VAULT (OSI #X4D1284-0012), TWO HIGH HEAD PUMPS WITH 1.25" DISCHARGE, 1/2HP, 110 VAC, SINGLE PHASE, 60HZ, TWO-WIRE MOTOR, WITH 30 FOOT LONG EXTRA HEAVY DUTY (SO) ELECTRICAL CORD WITH GROUND, SUCH AS PROVIDED BY OSI (#P100511 WITH 1/4" FLOW CONTROLLER), OR EQUIVALENT. THE PUMPS SHALL BE CAPABLE OF PROVIDING A FLOW RATE OF 7 GPM AGAINST A TOTAL DYNAMIC HEAD OF 93 FT. PUMP SHALL BE UL AND/OR CSA LISTED AS AN EFFLUENT PUMP.

THE DISCHARGE ASSEMBLY & PRESSURE LINE SHALL BE 1.25".

3.6. DISCHARGE HOSE & VALVE ASSEMBLY
THE DISCHARGE HOSE AND VALVE ASSEMBLY SHALL BE 150 PSI PVC BALL VALVE, UNION, PVC FLEX HOSE WITH WORKING PRESSURE RATING OF 100 PSI, SCH.40 PVC PIPE, AND A 12" LENGTH OF PVC FLEX HOSE WITH FITTINGS TO BE INSTALLED INSIDE RISER.

3.7. FLOAT SWITCH ASSEMBLIES
THE FLOATS MUST BE ADJUSTABLE AND MUST BE REMOVABLE WITHOUT REMOVING THE PUMP VAULT. EACH SWITCH FLOAT SHALL BE SECURED WITH A NYLON STRAIN RELIEF BUSHING. THE FLOATS SHALL BE UL AND/OR CSA LISTED AND SHALL BE RATED FOR 5.0A @ 120VAC.

3.8. ELECTRICAL SPLICE BOXES
THE SPLICE BOXES SHALL BE UL APPROVED FOR WET LOCATIONS, EQUIPPED WITH FOUR ELECTRICAL CORD GRIPS AND A 1/2" OUTLET FITTING. ALSO INCLUDED SHALL BE UL LISTED BUTT SPLICE CONNECTORS.

3.9. CONTROLS & ALARMS
PANEL SHALL BE REPAIRABLE IN THE FIELD WITHOUT THE USE OF SOLDERING IRONS OR SUBSTANTIAL DISASSEMBLY. THE MAIN CONTROL PANEL SHALL BE CUSTOM DESIGNED BY OSI FOR SINGLE PHASE POWER WITH ANALOG PROGRAMMABLE TIMERS, REDUNDANT OFF, & HIGH LEVEL ALARMS, 115VAC, 60HZ. THE PANEL SHALL INCLUDE THE FOLLOWING:

REDUNDANT OFF RELAY, TO PROVIDE A SECONDARY OFF AND NOTIFY THE OPERATOR ON LOW WATER CONDITION. RATED AT 7.5 AMPS AT 120VAC, AUTOMATIC RESETTING, DOUBLE POLE, MECHANICAL SENSOR FLOAT, NORMALLY CLOSED.

VISUAL ALARM, NEMA 4-RATED, 1/2" DIAMETER, OILTIGHT, WITH PUSH-TO-SILENCE FEATURE, AUTOMATIC RESETTING.

TOGGLE SWITCH, 20 AMP MOTOR RATED, SINGLE-POLE, DOUBLE-THROW WITH THREE POSITIONS: MANUAL (MAN), (OFF), AND AUTOMATIC (AUTO).

CONTROLS CIRCUIT BREAKER: RATED FOR 10 AMPS, OFF/ON SWITCH, DIN RAIL MOUNTING WITH THERMAL MAGNETIC TRIPPING CHARACTERISTICS.

CURRENT-LIMITING CIRCUIT BREAKER, RATED FOR 20 AMPS, OFF/ON SWITCH, DIN RAIL MOUNTING WITH THERMAL MAGNETIC TRIPPING CHARACTERISTICS.

ENCLOSURE, NEMA 4X-RATED, CONSTRUCTED OF UV RESISTANT FIBERGLASS WITH STAINLESS STEEL HINGES, SCREWS AND PADLOCKABLE LATCH.

ALARM CIRCUIT, WIRED SEPARATELY FROM THE PUMP CIRCUIT SO THAT, IF THE PUMP'S INTERNAL OVERLOAD SWITCH OR CURRENT-LIMITING CIRCUIT BREAKER IS TRIPPED, THE ALARM SYSTEM REMAINS FUNCTIONAL.

MOTOR START CONTACTOR, 240VAC, RATED FOR 14 FLA, 2 HP, SINGLE PHASE, 60 HZ, 2.5 MILLION CYCLES AT 1/2 FLA.

ELAPSED TIME METER, 120VAC, 7-DIGIT, NON-RESETTING. LIMIT OF 99,999 HOURS, ACCURATE TO 0.01 HOURS. BASE MOUNT.

EVENT COUNTER, 120VAC, 6-DIGIT, NON-RESETTING. BASE MOUNT.

NON-FUSIBLE DISCONNECT SWITCH FOR EMERGENCY GENERATOR CONNECTION.

3.10. EMERGENCY STANDBY PORTABLE GENERATOR
EMERGENCY STANDBY GENERATOR SUITABLE FOR USE WITH THE PUMP SYSTEMS SHALL BE SUPPLIED FOR BACKUP POWER. GENERATOR ASSEMBLY SHALL CONSIST OF CRADLE MOUNTED (WITH WHEELS) AIR COOLED, GAS OR DIESEL ENGINE AND GENERATOR. GENERATOR SHALL BE SERVICE RATED FOR 120/240V, SINGLE PHASE, 6,000 WATTS, 50/25 AMPS AND BE FITTED WITH 20 FEET OF 50 CALBE FOR CONNECTION TO MANUAL TRANSFER SWITCH.

GENERATOR ASSEMBLY SHALL BE EQUIPPED WITH A MINIMUM SIX-GALLON FUEL TANK, LOW OIL SHUTDOWN, WITH INDICATOR LIGHT, AUTOMATIC IDLE CONTROL, ELECTRIC START AND RECOIL START, FUEL GAUGE, VOLT METER, FULL POWER SWITCH, TWIST LOCK RECEPTACLES, SOLID STATE VOLTAGE REGULATOR AND 12 VDC BATTERY CHARGER WITH CABLES. EMERGENCY GENERATOR SHALL BE AS MANUFACTURED BY OHAN, HONDA OR DAYTON PRODUCTS, OR APPROVED EQUAL.

4. EFFLUENT DISTRIBUTION SYSTEM (GEOFLOW)

4.1. DRIPLINE
DRIPLINE SHALL BE EXTRUDED FROM LINEAR LOW DENSITY POLYETHYLENE WITH NOMINAL 1/2" DIAMETER (0.55" ID X 0.63" OD), SUCH AS THE GEOFLOW WASTEFLOW PC (MODEL NO. WFPC16-2-12), OR EQUIVALENT. THE PIPE SHALL HAVE NO JOINTS THAT MAY PULL APART DURING INSTALLATION. THE WALL OF THE TUBE WILL BE IMPREGNATED WITH -10,10' OXYBISPHENOXARSINE TO INHIBIT BACTERIAL GROWTH. THERE WILL BE PRESSURE REGULATING EMITTERS INSERTED EVERY 12 INCHES INSIDE THE TUBE. THESE EMITTERS WILL HAVE A NOMINAL FLOW RATE OF 0.53 GALLONS PER HOUR. THE EMITTERS WILL BE IMPREGNATED WITH TREFLAM® TO INHIBIT ROOT INTRUSION FOR A MINIMUM PERIOD OF 10 YEARS. A PERIOD GUARANTEED BY THE MANUFACTURER. THE DRIPLINE WILL BE IDENTIFIED AS BEING USED WITH NON-POTABLE WATER BY MEANS OF TWO PURPLE STRIPES PERMANENTLY INCORPORATED INTO THE OUTSIDE WALL OF THE TUBE. MAXIMUM OPERATING PRESSURE IS 60 PSI (138 FT TDH).

4.2. AIR/VACUUM RELIEF VALVES
THE IRRIGATION ZONE SHALL UTILIZE A 1" MPT AIR/VACUUM RELIEF VALVE AT ITS HIGH POINT(S), SUCH AS THE GEOFLOW RELIEF VALVE (MODEL NO. APV9K-1), OR EQUIVALENT. THE PURPOSE OF THIS VALVE IS TO EVACUATE AIR FROM THE ZONE AT START-UP AND TO RELIEVE VACUUM AT SYSTEM SHUT DOWN TO PREVENT BACK SIPHONING OR BACK PRESSURE.

THE AIR AND VACUUM RELIEF VALVE SHALL SEAL TIGHT FROM 5 TO 110 PSI, PROVIDE INSTANT AND CONTINUOUS VACUUM RELIEF AND NON-CONTINUOUS AIR RELIEF, AND BE DURABLE AND WEATHER RESISTANT, BOTH THE BODY AND THE REMOVABLE DIRT COVER SHALL BE CONSTRUCTED OF MOLDED PLASTIC. THE BODY AND THE DIRT COVER SHALL BE CONNECTED WITH A 1/2 INCH THREAD. THE BALL SHALL BE CONSTRUCTED OF LOW DENSITY PLASTIC AND THE INTERNAL SEAT SHALL BE CONSTRUCTED OF VINYL INLET SIZE SHALL BE A 1 INCH MALE PIPE THREAD.

4.3. ELECTRIC SOLENOID VALVE
THE ELECTRIC SOLENOID VALVE SHALL BE INSTALLED ON THE RETURN LINE TO FLUSH THE DRIPFIELD. IT SHALL BE NORMALLY CLOSED, AND IN THE EVENT OF A POWER FAILURE, THE VALVE SHALL CLOSE. THE VALVE SHALL HAVE A UNIQUE DUAL PORTED DIAPHRAGM, WHICH CONSTANTLY FLEXES DURING OPERATION TO INHIBIT CLOGGING. THE 1 INCH GEOFLOW SOLENOID VALVE IS RECOMMENDED (MODEL NO. SVLV-100), OR EQUIVALENT.

THE VALVE DIAPHRAGM SHALL BE MADE OF NYLON FABRIC REINFORCED BUNA-N RUBBER WITH A GROOVED RIB THAT INTERLOCKS WITH THE COVER AND BODY TO PREVENT LEAKAGE. THE NYLON EXHAUST ORIFICE SHALL BE NON-CORROSIVE AND HAVE AN OPENING SIZED LARGER THAN THE DIAPHRAGM PORTS SO THAT DEBRIS PASSING THROUGH THE DIAPHRAGM WILL NOT BE TRAPPED BENEATH THE SOLENOID ACTUATOR.

THE SOLENOID SHALL BE CONSTRUCTED OF MOLDED EPOXY RESIN HAVING NO CARBON STEEL COMPONENTS EXPOSED. THE SOLENOID SHALL BE COMPLETELY WATERPROOF, WITH AN O-RING SEAL. THE SOLENOID SHALL COMPLY WITH NEC CLASS II CIRCUIT REQUIREMENTS FOR 24VAC OPERATION.

THE ACTUATOR SHALL BE TEFLOON COATED STAINLESS STEEL AND BRASS WITH A MOLDED-IN PLACE RUBBER EXHAUST PORT SEAL; A STAINLESS STEEL SPRING ASSURES POSITIVE SEALING.

THE BODY AND COVER SHALL BE A HIGH STRENGTH PLASTIC GLASS-FILLED DESIGNED TO OPERATE IN HEAVY DUTY COMMERCIAL APPLICATIONS. A SHOCK CONE ON DIAPHRAGM SEAT IS REQUIRED TO ELIMINATE WATER HAMMER. A BRASS, NON-RISING TYPE FLOW CONTROL STEM FOR THROTTLING THE VALVE FROM FULL OPEN TO CLOSE POSITIONS IS NEEDED. A HAND OPERATED CONTROL LEVER IS REQUIRED TO BLEED VALVE TO DOWNSTREAM WITH STOPS FOR OPEN AND CLOSED POSITIONS.

4.4. VORTEX FILTER
THE V FILTER BODY SHALL BE MOLDED FROM GLASS REINFORCED ENGINEERING GRADE BLACK PLASTIC WITH 3/4" MALE PIPE THREAD (MPT) INLET AND OUTLET. THE TWO PIECE BODY SHALL BE CAPABLE OF BEING SERVICED BY UNWINDING AND SHALL INCLUDE AN O-RING SEAL. AN ADDITIONAL 3/4" MPT OUTLET SHALL BE CAPABLE OF PERIODIC FLUSHING. THE 150-MESH FILTER SCREEN IS ALL STAINLESS STEEL. THE SCREEN COLLAR SHALL BE MOLDED FROM VINYL (GEOFLOW #AP43-75).

4.5. HEADWORKS BOX
A PRE-ASSEMBLED HEADWORKS BOX WITH AN AUTOMATIC FLUSH CONFIGURATION SHALL INCLUDE THE FOLLOWING: VORTEX FILTER, ZONE FLUSH VALVE, FILTER FLUSH VALVE, PRESSURE GAUGE, AIR VENT, AND UTILITY BOX (GEOFLOW #WHV-075-AU).

4.6. SUPPLY MANIFOLD
THE SUPPLY MANIFOLD DELIVERS TREATED EFFLUENT FROM THE PRESSURIZED SAND FILTER TO THE DISPOSAL AREA. THE SUPPLY MANIFOLD SHALL BE 1 INCH SCHEDULE 40 PVC.

4.7. RETURN MANIFOLD
THE RETURN MANIFOLD COLLECTS THE WATER FLUSHED FROM THE EMITTER LINES AND DELIVERS IT TO THE CONVENTIONAL LEACHFIELD TRENCH AT ORCHARD TERRACE 3. THE RETURN MANIFOLD SHALL BE 1 INCH SCHEDULE 40 PVC.

4.8. FITTINGS
ALL CONNECTIONS SHALL BE MADE WITH BARB OR COMPRESSION TYPE FITTING CONNECTIONS. FITTING SHALL BE AS MANUFACTURED BY THE MANUFACTURER OF THE DRIPLINE TO ENSURE THE INTEGRITY OF THE SUB-SURFACE IRRIGATION SYSTEM.

4.9. PUMP & VALVE OPERATION
PUMP DOSING CYCLES, DURING NORMAL OPERATION, THE PUMPS WILL BE CONTROLLED BY THE PROGRAMMABLE TIMER. DURING HIGH FLOW CONDITIONS, THE OVERRIDE TIMER ON AND OFF FLOAT SWITCH MAY OVERRIDE THE PROGRAMMABLE TIMER AND CONTROL THE PUMPS.

FIELD FLUSH (SOLENOID) VALVE. THE FIELD FLUSH VALVE WILL OPEN DURING THE LAST 15 SECONDS OF EACH DOSE CYCLE. AFTER THE PUMP IS DEACTIVATED THE FLUSH VALVE WILL REMAIN OPEN FOR ONE MINUTE (FIELD ADJUSTABLE) TO ALLOW FOR DRAINAGE OF THE RETURN LINE.

AFTER 50 DOSING CYCLES (FIELD ADJUSTABLE) THE FIELD FLUSH VALVE WILL STAY OPEN UNTIL ALL ZONES HAVE BEEN FLUSHED. THIS OPERATION WILL OCCUR AFTER A POWER OUTAGE.

5. PIPES, VALVES, & FITTINGS

5.1. GRAVITY SEWERS (FROM SEPTIC TANKS IN SYSTEM 2 & 3 TO PUMP VAULTS)

ALL GRAVITY SEWER PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATION D3034, SDR 35. DIAMETERS SHALL BE 4-INCH AS INDICATED ON PLANS.

ALL JOINTS SHALL BE SOLVENT CEMENT OR THREADED.

5.2. PRESSURE LINES (FROM SEPTIC SYSTEMS TO WASTEWATER TREATMENT SYSTEM TO SUBSURFACE DISTRIBUTION SYSTEM)

ALL PRESSURIZED LINES SHALL HAVE FITTINGS, TEES, REDUCERS, COUPLINGS AND ELBOWS THAT ARE CONSTRUCTED OF AT LEAST SCHEDULE 40 PVC OR EQUIVALENT.

SOLVENT WELD IPS-SIZED 1.25" SCH. 40 PVC FLEXIBLE SPA HOSE (PACIFIC ECHO 710P-012, OR EQUAL) SHALL BE USED FOR ALL DAYLIGHTED SECTIONS AND THE BRIDGE CROSSING. FLEX HOSE SHALL BE SLEEVED IN 3" CAST IRON PIPE.

5.3. VALVES

ALL VALVES SHALL BE RATED TO WITHSTAND THE MAXIMUM SYSTEM PRESSURES. A BALL VALVE SHALL BE INSTALLED AT "T" IN VALVE BOX NEAR LOWEST POINT IN BRIDGE CROSSING FOR SEPTIC SYSTEM 1 FOR EMERGENCY DRAINAGE OF THE LINE FOR REPAIRS. BALL VALVE SHALL BE LOCATED IN UTILITY BOX AS SHOWN ON PLANS.

5.4. LOCATOR/WARNING TAPE

DIRECTLY ABOVE THE PIPELINE, AS SHOWN ON PLANS, A CONTINUOUS TWO-INCH WIDE COLORED PLASTIC/METALLIC TAPE SHALL BE PROVIDED, DETECTATAPE BY ALLEN SYSTEMS, INC., OR EQUIVALENT. LEGEND ON THE TAPE SHALL BE "BURIED PIPE BELOW".

6. RETURN FLUSH LINE DISPOSAL SYSTEM

RETURN FLUSH LINE WILL BE USED TO DRAIN THE DRIPLINE AT THE END OF EACH DOSING CYCLE AND TO PERIODICALLY FLUSH THE VORTEX FILTER. THE RETURN FLUSH IS CONTROLLED BY THE SOLENOID VALVES LOCATED IN THE HEADWORKS BOX.

6.1. PIPE TRANSITION

APPROPRIATE PIPE FITTINGS SHALL BE USED TO PROVIDE WATERTIGHT TRANSITION FROM 1-INCH FLUSH LINE TO LEACHLINE PIPE.

6.2. LEACHLINE

PERFORATED PLASTIC PIPE SHALL BE 3".

6.3. DRAIN ROCK

DRAIN ROCK SHALL BE 3/4" TO 1 1/2" INCH, WASHED ROCK, FREE OF FINES.

6.4. FILTER FABRIC

FILTER FABRIC SHALL BE MIRAFI 140N OR APPROVED EQUAL. FILTER FABRIC SHALL BE HANDLED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. EDGES OF FABRIC SHALL BE OVERLAPPED 12 TO 18 INCHES. DRY, TORN, OR DAMAGED SECTIONS OF FABRIC SHALL BE COVERED WITH ADDITIONAL PIECES OF FILTER FABRIC SUFFICIENT TO MEET THE ABOVE OVERLAPPING REQUIREMENTS.

6.5. INSPECTION WELL

INSPECTION WELL AT END OF LEACHLINE SHALL BE CONSTRUCTED OF 3" PLASTIC PIPE, PROVIDED WITH THREADED CAP (OR PLUG) AND HOUSED BELOW GRADE IN PLASTIC UTILITY BOX, AS SHOWN ON PLANS.

7. TREE RETAINING WALL

TREE RETAINING WALLS SHALL BE CONSTRUCTED ON ORCHARD TERRACES 3-7 IMMEDIATELY UPSLOPE OF TREES FOR EROSION CONTROL. WALLS WILL CONSIST OF REDWOOD OR PRESSURE TREATED FIR BOARDS AND POSTS, AS SHOWN ON PLANS.

8. SUBMITTALS

8.1. SCHEDULE
CONTRACTOR SHALL PROVIDE CONSTRUCTION TIMELINE WITH PROJECTED DATES OF COMPLETION.

8.2. LIST OF MATERIALS

CONTRACTOR SHALL SUBMIT (5) COPIES OF SHOP DRAWINGS FOR ALL REQUIRED CONSTRUCTION ITEMS PRIOR TO COMMENCEMENT OF WORK FOR ENGINEER AND OWNER TO REVIEW AND APPROVE.

8.3. CHANGES-IN-WORK

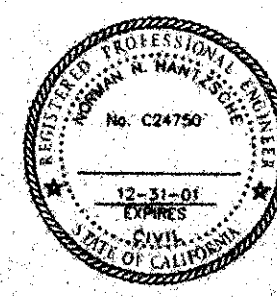
CHANGES TO THE MATERIALS AND/OR SCOPE OF WORK SHALL NOT BE PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE OWNER AND ENGINEER.



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RAMIREZ CANYON PARK
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Sht.	Rev.	Date:	By:	Description:	App'd:

Design: M.M.M.
Drawn: M.M.M.
Checked: N.H.
App'd: N.H.

MATERIAL SPECIFICATIONS
WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

Size	Dwg. No.	Rev.
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Scale:	AS SHOWN	
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CONSTRUCTION SPECIFICATIONS

THE CONSTRUCTION OF THE SYSTEM SHALL CONFORM TO THE PLANS AND FOLLOWING SPECIFICATIONS. ALL NECESSARY CONSTRUCTION PERMITS SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF ALL SITE WORK.

1. PRECONSTRUCTION CONFERENCE

THE CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH THE OWNER, ENGINEER, AND APPROVING AGENCY AT LEAST ONE WEEK PRIOR TO THE INITIATION OF SITE WORK. THE ENGINEER AND APPROVING AGENCY SHALL BE CONTACTED 2 WEEKS PRIOR TO THE MEETING CONFERENCE. THE MEETING SHOULD BE CONDUCTED TO REVIEW THE DESIGN, MATERIAL AND CONSTRUCTION SPECIFICATIONS. ALL CONTRACTOR PROPOSED REVISIONS IN THE DESIGN SHALL BE APPROVED BY THE OWNER, ENGINEER, AND APPROVING AGENCY. THE INSTALLATION MUST BE INSPECTED BY THE ENGINEER FOR CONFORMANCE TO THE DESIGN. AT THE CONCLUSION OF THE WORK, THE ENGINEER SHALL PROVIDE NOTIFICATION IN WRITING TO THE APPROVING AGENCY THAT THE SYSTEM AS INSTALLED CONFORMS TO THE APPROVED DESIGN.

2. EXISTING UTILITIES

CONNECTIONS TO EXISTING SERVICES OR UTILITIES, OR OTHER WORK THAT REQUIRES THE TEMPORARY SHUTDOWN OF ANY EXISTING OPERATIONS OR UTILITIES, SHALL BE PLANNED IN DETAIL WITH APPROPRIATE SCHEDULING OF THE WORK AND COORDINATED WITH THE OWNER. THE APPROVED SCHEDULE FOR SHUTDOWN SHALL BE INDICATED ON THE CONTRACTOR'S PROGRESS SCHEDULE, AND ADVANCE NOTICE SHALL BE GIVEN SO OWNER MAY WITNESS THE SHUTDOWN AND CONNECTION.

ALL MATERIALS AND EQUIPMENT (INCLUDING EMERGENCY EQUIPMENT) NECESSARY TO EXPEDITE THE TIE-IN SHALL BE ON HAND PRIOR TO THE SHUTDOWN OF EXISTING SERVICES OR UTILITIES.

WHERE THE CONTRACTOR'S OPERATIONS COULD CAUSE DAMAGE OR INCONVENIENCE TO UTILITIES, THE OPERATIONS SHALL BE SUSPENDED UNTIL ALL ARRANGEMENTS NECESSARY FOR THE PROTECTION OF THESE UTILITIES AND SERVICES HAVE BEEN MADE BY THE CONTRACTOR.

NOTIFY ALL UTILITY OFFICES WHICH ARE AFFECTED BY THE CONSTRUCTION OPERATION AT LEAST 48 HOURS IN ADVANCE. UNDER NO CIRCUMSTANCES EXPOSE ANY UTILITY WITHOUT FIRST OBTAINING PERMISSION FROM THE APPROPRIATE AGENCY. ONCE PERMISSION HAS BEEN GRANTED, LOCATE, EXPOSE, AND PROVIDE TEMPORARY SUPPORT FOR ALL EXISTING UNDERGROUND UTILITIES.

IN THE EVENT OF INTERRUPTION TO DOMESTIC WATER, SEWER, GAS, OR OTHER UTILITY SERVICES AS A RESULT OF ACCIDENTAL BREAKAGE DUE TO CONSTRUCTION OPERATIONS, PROMPTLY NOTIFY THE PROPER AUTHORITY. COOPERATE WITH SAID AUTHORITY IN RESTORATION OF SERVICE AS PROMPTLY AS POSSIBLE. IN NO CASE SHALL INTERRUPTION OF ANY WATER OR UTILITY SERVICE BE ALLOWED TO EXIST OUTSIDE WORKING HOURS UNLESS PRIOR APPROVAL IS OBTAINED.

IN THE EVENT THE CONTRACTOR ENCOUNTERS WATER SERVICE LINES THAT INTERFERE WITH TRENCHING, HE MAY, BY OBTAINING PRIOR APPROVAL OF THE PROPERTY OWNER AND APPLICABLE WATER AGENCY, CUT THE SERVICE, DIG THROUGH, AND RESTORE THE SERVICE WITH SIMILAR AND EQUAL MATERIALS.

3. STAKING

THE CONTRACTOR WILL PROVIDE SUFFICIENT HORIZONTAL AND VERTICAL CONTROL FOR INSTALLATION OF THE WORK AT DATUM POINTS NECESSARY TO ESTABLISH ALIGNMENT, GRADE, AND PROPERTY LINE SETBACKS. IF SITE CONDITIONS VARY FROM THOSE INDICATED ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY, WHO WILL MAKE ANY MINOR ADJUSTMENTS AS REQUIRED. THE PROTECTION AND CARE OF THE STAKES ONCE SET, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

4. CLEARING & GRUBBING

CLEARING SHALL CONSIST OF CUTTING, REMOVING, AND STORING OR DISPOSING OF SHRUBS, BRUSH, AND OTHER VEGETATIVE GROWTH, ALONG THE LENGTH AND WIDTH PROVIDING SUFFICIENT AREA FOR CONSTRUCTION AND SHALL BE PERFORMED IN SUCH A MANNER AS TO REMOVE ALL EVIDENCE OF THEIR PRESENCE FROM THE SURFACE AND SHALL BE INCLUSIVE OF STICKS AND BRANCHES GREATER THAN 2 INCHES IN DIAMETER OR THICKNESS OR 2 FEET IN LENGTH. CLEARING SHALL ALSO INCLUDE THE REMOVAL AND DISPOSAL OF TRASH PILES AND RUBBISH.

PROTECT SHRUBBERY, AND OTHER VEGETATION NOT DESIGNATED FOR REMOVAL FROM DAMAGE RESULTING FROM THE WORK. CUT AND REMOVE VEGETATION ONLY WHERE, IN THE OPINION OF THE ENGINEER, SUCH CUTTING IS NECESSARY TO AFFECT CONSTRUCTION OPERATION. REMOVE BRANCHES OTHER THAN THOSE REQUIRED TO AFFECT THE WORK TO PROVIDE A BALANCED APPEARANCE OF ANY SHRUB, AS APPROVED PRIOR TO REMOVAL. SCARS RESULTING FROM THE REMOVAL OF BRANCHES SHALL BE TREATED WITH AN APPROVED TREE SEALANT.

GRUBBING SHALL CONSIST OF THE REMOVAL AND DISPOSAL OF WOOD OR ROOT MATTER BELOW THE GROUND SURFACE REMAINING AFTER CLEARING AND SHALL INCLUDE STUMPS, TRUNKS, ROOTS, OR ROOT SYSTEMS GREATER THAN 2 INCHES IN DIAMETER OR THICKNESS TO A DEPTH OF 24 INCHES BELOW THE GROUND SURFACE WHERE SUCH MATERIAL WOULD INTERFERE WITH TRENCHING.

ALL DISPOSAL SITES WILL BE CLEARED AND GRUBBED. THESE AREAS WILL BE CLEARED AND GRUBBED ONLY AFTER THE ENGINEER HAS OBSERVED AND APPROVED THE CONTRACTOR'S STAKING OF THE CLEARING LIMITS. TO ENSURE THAT NO MORE CLEARING AND GRUBBING IS DONE THAN NECESSARY.

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR LAWFUL AND SAFE DISPOSAL OF ALL CLEARED AND GRUBBED MATERIAL.

5. DEMOLITION

CONCRETE SEPTIC TANKS SHALL BE PUMPED BY LICENSED PUMPER AND THE SLUDGE SHALL BE DISPOSED OFFSITE AT APPROVED RECEIVING FACILITY.

THE CONCRETE TANKS AT SEPTIC SYSTEM 2 AND 3 SHALL BE DEMOLISHED AND REMOVED. ALL DEMOLITION MATERIAL SHALL BE DISPOSED OFFSITE AT AN APPROVED, CLASS II SANITARY LANDFILL.

ALL EXISTING LEACHFIELDS SHALL BE PROPERLY CAPPED AND ABANDONED. ALL NEW CONSTRUCTION ACTIVITIES SHALL AVOID THE ABANDONED LEACHFIELDS. IF THE LEACHFIELDS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY AND THE CONTAMINATED MATERIAL SHALL BE DISPOSED OFFSITE AT AN APPROVED, CLASS II SANITARY LANDFILL.

6. EXCAVATION

CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES AND SEPTIC SYSTEMS PRIOR TO COMMENCEMENT OF WORK. EXCAVATION WORK TO INSTALL THE TREATMENT TANKS, PIPELINES, AND OTHER SYSTEM COMPONENTS SHALL BE TO THE OVERALL CONFIGURATION AND DIMENSIONS SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL SYSTEM COMPONENTS SO THAT MINIMUM SLOPES, SETBACKS, AND CLEARANCES SPECIFIED IN THE PLANS ARE MAINTAINED.

EXCAVATIONS SHALL BE PERFORMED IN THE DRY AND IN A MANNER THAT MINIMIZES EROSION, FLOODING AND SEDIMENTATION. EXCAVATED SOILS THAT ARE TO BE STOCKPILED ON-SITE SHALL BE PLACED IN A LOCATION AND MANNER THAT MINIMIZES EROSION AND CONTROLS SEDIMENTATION.

THE CONTRACTOR SHALL APPLY "BEST MANAGEMENT PRACTICES" (BMPs) TO CONTROL EROSION AND SEDIMENTATION.

THE CONTRACTOR SHALL TAKE EXTRA PRECAUTION WHERE EXCAVATING EQUIPMENT MAY ENCOUNTER EXISTING UNDERGROUND UTILITIES AND OTHER FACILITIES OF ANY NATURE. CONTRACTOR SHALL PERFORM HIS OPERATION IN SUCH A MANNER AND SHALL EXERCISE THE GREATEST OF CARE SO AS NOT TO INJURE IN ANY MANNER EXISTING UNDERGROUND UTILITIES, MAINS OR FACILITIES OF ANY NATURE. SHOULD THE CONTRACTOR INJURE, BREAK OR DAMAGE EXISTING UNDERGROUND UTILITIES, MAINS, OR FACILITIES OF ANY NATURE IN ANY MANNER, THEY SHALL REPAIR THE SAME AT THEIR OWN EXPENSE. IF IT DOES NOT APPEAR FEASIBLE THAT THE CONTRACTOR CAN MAKE NEEDED REPAIRS, THEN SUCH REPAIRS SHALL BE MADE BY THE OWNER AND THE CONTRACTOR SHALL BE CHARGED FOR SUCH REPAIRS.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAKING THE EXCAVATION IN A SAFE MANNER, PROVIDE APPROPRIATE MEASURES TO RETAIN EXCAVATION SIDE SLOPES AND PREVENT ROCK FALLS TO ENSURE MEN WORKING IN OR NEAR THE EXCAVATION ARE PROTECTED. FURNISH AND INSTALL ALL SHORING, BRACING, AND SHEETING REQUIRED TO SUPPORT ADJACENT EARTH AND FOR PROTECTION AND SAFETY OF ALL PERSONNEL WORKING IN THE EXCAVATIONS. PROTECT ADJACENT ROADWAYS, FENCES AND POWER POLES, AND OTHER STRUCTURES BY ADDING ADEQUATE SHORING OF EXCAVATION.

EXCAVATE TO THE DEPTHS AND WIDTHS, AS SHOWN, OR AS REQUIRED. ALLOW FOR FORMS, WORKING SPACE, GRANULAR BASE, AND FINISH TOPSOIL WHERE SHOWN OR REQUIRED. DO NOT CARRY EXCAVATION DEEPER THAN THE ELEVATION REQUIRED. EXCAVATION CARRIED BELOW THE REQUIRED DEPTH SHALL BE REPLACED WITH THE SAME MATERIAL AS SPECIFIED FOR THE OVERLYING BACKFILL. COMPACTED AS REQUIRED FOR SUCH OVERLYING BACKFILL. WHERE THE OVERLYING AREA IS NOT TO RECEIVE FILL OR BACKFILL, REPLACE THE OVER-EXCAVATED MATERIAL AND COMPACT TO A DENSITY NOT LESS THAN THAT OF THE UNDERLYING GROUND. CUTS BELOW GRADE SHALL BE CORRECTED BY SIMILARLY CUTTING ADJOINING AREAS AND CREATING A SMOOTH TRANSITION.

PROVIDE AND OPERATE ADEQUATE EQUIPMENT TO KEEP ALL EXCAVATIONS AND TRENCHES FREE OF WATER. REMOVE ALL WATER DURING PERIODS WHEN CONCRETE IS BEING DEPOSITED, WHEN PIPE IS BEING LAID, WHEN STRUCTURES ARE BEING PLACED, DURING THE PLACING OF THE BACKFILL, AND AT SUCH OTHER TIMES AS REQUIRED FOR EFFICIENT AND SAFE EXECUTION OF THE WORK. DISPOSE OF WATER IN A MANNER THAT WILL NOT DAMAGE PROPERTY OR EXISTING FACILITIES.

ALL EXCESS EXCAVATED MATERIALS, NOT REQUIRED FOR BACKFILL OR SITE RESTORATION, SHALL BE DISPOSED OUTSIDE THE AREA OF WORK, IN A MANNER APPROVED BY THE ENGINEER AND OWNER.

ALL BRICK WALLWORK UNDERCROSSINGS SHALL BE ACHIEVED WITH HORIZONTAL BORINGS AT MIN. 24" BELOW GRADE.

7. SITE MAINTENANCE & RESTORATION

AT ALL TIMES DURING THE WORK, KEEP THE PREMISES CLEAN AND ORDERLY, AND UPON COMPLETION OF THE WORK, REPAIR ALL DAMAGE CAUSED BY EQUIPMENT. LEAVE THE PROJECT SITE FREE OF RUBBISH OR EXCESS MATERIALS OF ANY KIND.

REMOVE AND DISPOSE OF ALL LOOSE ROCK AND BOULDERS LARGER THAN 2 INCHES DIAMETER OCCURRING ON THE FINISHED SURFACES AS A RESULT OF THE CONSTRUCTION OPERATIONS.

THOROUGHLY CLEAN ALL SPILLED DIRT, GRAVEL, OR OTHER FOREIGN MATERIAL CAUSED BY THE CONSTRUCTION OPERATION FROM ALL ROADS AT THE CONCLUSION OF EACH DAY'S OPERATION.

ALL SURFACE FEATURES SHALL BE RESTORED TO THEIR PRE-CONSTRUCTION CONDITION. THE ENGINEER RESERVES THE RIGHT TO VARY THE TYPE OF RESURFACING AS BEST SERVES THE INTERESTS OF THE OWNER. ALL BRICK/STONE WALKWAYS AND WALLS SHALL BE RESTORED TO ORIGINAL CONDITIONS.

WHEN DIRECTED BY THE ENGINEER, PLACE AGGREGATE BASE SURFACING MATERIAL ON STREETS, DRIVEWAYS, PARKING AREAS, SHOULDERS, AND OTHER AREAS DISTURBED BY THE CONSTRUCTION. SPREAD THE ROCK BY TAILGATING AND SUPPLEMENT WITH HAND LABOR AND MECHANICAL EQUIPMENT. LEVEL AND GRADE THE ROCK TO CONFORM TO EXISTING GRADES AND SURFACES.

EXCESS EXCAVATION MATERIAL THAT IS NOT CONTAMINATED WITH CONCRETE, CONSTRUCTION MATERIALS, OR SEWAGE RESIDUE, MAY BE DISTRIBUTED IN LANDSCAPE AREAS UNDER DIRECTION OF OWNER.

8. FIBERGLASS TANK INSTALLATION

THE CONSTRUCTION SPECIFICATIONS FOR THE FIBERGLASS TANKS ARE AS FOLLOWS:

A. THE FIBERGLASS TANKS SHALL BE INSTALLED LEVEL. THE EXCAVATION MUST PROVIDE SUFFICIENT ROOM - AT LEAST 12 TO 16 INCHES - ON THE SIDES AND BOTTOM FOR GRANULAR BACKFILL. THE BOTTOM OF THE TANK EXCAVATION MUST BE LEVEL AND FREE OF EXCESSIVE AMOUNTS OF LARGE OR SHARP ROCKS.

B. A 12-INCH LAYER OF SAND OR PEA GRAVEL SHALL BE PLACED ON THE BOTTOM OF THE EXCAVATION AND SHALL BE LEVELED AND TAMPED TO PROVIDE A FIRM, LEVEL BASE FOR THE TANKS.

C. ONCE THE TANKS ARE SET CORRECTLY AND TESTED FOR WATER-TIGHTNESS, THE SIDES OF THE EXCAVATION SHALL BE FILLED WITH SAND OR PEA GRAVEL AND THE TOP SHALL BE FILLED WITH EXCAVATED SOIL.

D. THE FIBERGLASS TANKS SHALL BE INSTALLED TO PROVIDE A MINIMUM OF 18 INCHES OF BACKFILL. THE RISERS SHALL BE SECURED TO TANK TOP AND SEALED WITH EPOXY.

E. ALL PIPE INLETS AND OUTLETS AND RISERS SHALL BE PROPERLY SEALED AND WATER TIGHT. TO PREVENT PIPE BREAKAGE A FLEXIBLE COUPLING SHALL BE INSTALLED WITHIN THE FIRST 6 INCHES OF THE PIPE OPENING.

F. TANKS SHALL NOT BE STORED IN THE DIRECT SUN FOR A PERIOD LONGER THAN 6 MONTHS FROM THE DATE OF MANUFACTURE.

9. ADVANTEX TREATMENT SYSTEM

INSTALLATION OF THE ADVANTEX MODULES SHALL BE DONE IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS PROVIDED BY THE MANUFACTURER. OPERATION MANUALS SHALL BE FURNISHED WHICH WILL INCLUDE A DESCRIPTION OF OPERATION AND SYSTEM UPKEEP PROCEDURES.

9.1. ELEVATIONS
THE 2" FILTRATE RETURN LINE SHALL BE SLOPED MINIMUM 1/8" PER FOOT. IF FILTRATE RETURN LINE IS LESS THAN 12 FEET LONG, PROVIDE MINIMUM 2" TOTAL ELEVATION DIFFERENCE BETWEEN OUTLET OF FILTER AND INLET OF RSV.

THE TOP OF ADVANTEX MODULE SHALL BE 1-2" ABOVE FINISHED GRADE.

9.2. EXCAVATION
EXCAVATION FOR FILTER SHALL PROVIDE 12" CLEARANCE AROUND PERIMETER OF MODULES. EXCAVATE TO PROPER DEPTHS. BOTTOM OF EXCAVATION SHALL BE FREE OF DEBRIS, ROCKS, AND OTHER SHARP OBJECTS. BEDDING MATERIAL SHALL BE 3" OF SAND OR PEA GRAVEL TO CREATE A LEVEL SURFACE. ALL FOUR (4) MODULES SHALL BE PLACED IN COMMON EXCAVATION. ONCE ALL MODULES ARE IN PLACE, BACKFILL BETWEEN AND AROUND MODULES WITH SAND OR PEA GRAVEL.

9.3. AIR VENT LINE
THE AIR VENT LINE SHALL BE PLUMBED TO FILTRATE RETURN LINE WITH 2" TEE.

9.4. OPERATIONAL TEST
WITH PUMP RUNNING IN THE MANUAL POSITION, OPEN EACH LATERAL BALL VALVE INDIVIDUALLY FOR 5 OR 10 SECONDS TO FLUSH ANY CONSTRUCTION DEBRIS OUT OF PIPING. BE SURE ALL LATERAL VALVES ARE COMPLETELY CLOSED AFTER FLUSHING IS COMPLETE. WITH PUMP STILL RUNNING IN MANUAL, REMOVE SEVERAL ORifice SHIELDS AND MEASURE THE SQUIRT HEIGHT WITH A TAPE MEASURE. THE HEIGHT SHOULD BE BETWEEN 4.5 TO 5.5 FEET. IN WINDY CONDITIONS, IT MAY BE NECESSARY TO ATTACH A SECTION OF CLEAR PVC PIPE TO THE END OF ONE LATERAL TO GET AN ACCURATE MEASUREMENT OF ACTUAL RESIDUAL HEAD.

10. PIPE INSTALLATION

10.1. GRAVITY SEWERS
PIPE SLOPES SHALL NOT BE LESS THAN 1% FOR 4" PIPE

PIPES SHALL ENTER AND LEAVE CONNECTIONS AS CLOSE TO PARALLEL AS POSSIBLE, BUT IN NO WAY TO EXCEED AN ANGLE OF 45°. 90° TEE CONNECTIONS ARE NOT ALLOWED.

10.2. PRESSURE SEWERS
PRESSURE SEWER LINES FOR THE EFFLUENT DISTRIBUTION SYSTEM SHALL BE CONSTRUCTED USING SCH-40 OR SCH-80 PVC PIPE RATED FOR WATER AND WASTEWATER, AS NOTED IN THE ACCOMPANYING PLANS. ALL PIPE JOINTS SHALL BE PROPERLY THREADED OR GLUE WELDED TO SAFELY WITHSTAND THE SAME WORKING PRESSURES FOR WHICH THE SYSTEM IS DESIGNED.

PIPE SHALL BE JOINED BY SOCKET TYPE SOLVENT-WELDED FITTINGS OR THREADED FITTINGS. PLASTIC PIPE SHALL BE CUT SQUARE, EXTERNALLY CHAMFERED APPROXIMATELY 10 TO 15 DEGREES, AND ALL BURRS AND FINIS REMOVED. SOLVENT-WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH ASTM D 2855. THE SOLVENT RECOMMENDED BY THE MANUFACTURER SHALL BE USED.

CARE SHALL BE EXERCISED IN ASSEMBLING A PIPELINE WITH SOLVENT WELDED JOINTS SO THAT STRESS ON PREVIOUSLY MADE JOINTS IS AVOIDED. HANDLING OF THE PIPES FOLLOWING JOINTING, SUCH AS LOWERING THE ASSEMBLED PIPELINE INTO THE TRENCH, SHALL NOT OCCUR PRIOR TO THE SET TIMES SPECIFIED BY THE MANUFACTURER.

SOLVENTS SHALL BE APPLIED TO PIPE ENDS IN SUCH A MANNER THAT NO MATERIAL IS DEPOSITED ON THE INTERIOR SURFACE OF THE PIPE OR EXTRUDED INTO THE INTERIOR OF THE PIPE DURING JOINTING. EXCESS CEMENT ON THE EXTERIOR OF THE JOINT SHALL BE WIPED CLEAN IMMEDIATELY AFTER ASSEMBLY.

THREADED PIPE JOINTS SHALL BE MADE USING TEFLON TAPE OR OTHER APPROVED JOINTING MATERIAL. SOLVENT SHALL NOT BE USED WITH THREADED JOINTS.

PLASTIC PIPE WHICH HAS BEEN NICKED, SCARRED, OR OTHERWISE DAMAGED SHALL BE REMOVED AND REPLACED. PLASTIC PIPE SHALL BE SNAKED FROM SIDE TO SIDE IN THE TRENCH TO ALLOW 1 FOOT OF EXPANSION AND CONTRACTION PER 100 FEET OF STRAIGHT RUN.

THE PIPELINE SHALL NOT BE EXPOSED TO WATER FOR 24 HOURS AFTER THE LAST SOLVENT-WELDED JOINT IS MADE.

INSTALL THRUST BLOCKS AT TURNS 45° AND GREATER. TAKE CARE NOT TO OVER EXCAVATE IN THE AREAS WHERE THRUST BLOCKS ARE TO BE POURED. REMOVE ALL WATER FROM EXCAVATION. CONSTRUCT SUITABLE FORMS TO OBTAIN SHAPES THAT WILL PROVIDE FULL BEARING SURFACES AGAINST UNDISTURBED EARTH. POUR THRUST BLOCKS AT LEAST FIVE DAYS BEFORE CONDUCTING HYDRAULIC TESTS.

10.3. RETURN FLUSH LEACHLINE (GEOFLOW)
LOCATE AND LAYOUT LEACHLINE PER PLAN DIMENSIONS.

EXCAVATE LEACHING TRENCH TO DEPTH AS INDICATED ON PLANS

HAND SCARIFY TRENCH SIDEWALLS AND REMOVE SPOILS FROM TRENCH BOTTOM.

INSTALL INSPECTION WELL AT END OF TRENCH.

PLACE DRAIN ROCK, DRAIN PIPE, FILTER FABRIC, AND TRENCH BACKFILL AS INDICATED ON PLANS.

RE-SEED DRAINFIELD AREA FOR EROSION PROTECTION FOLLOWING TRENCH BACKFILLING.

10.4. GENERAL
SEWERS SHALL BE LAID AT A MINIMUM DEPTH OF 24". WHERE POSSIBLE, SEWERS SHALL PROVIDE 1 FT VERTICAL (SEWER BELOW) AND 10 FT HORIZONTAL CLEARANCE FROM WATER LINES, AND SHALL CROSS SUCH LINES AS NEARLY AS POSSIBLE TO 90 DEGREES.

11. EFFLUENT DISTRIBUTION SYSTEM (GEOFLOW)

A. THE ROOT INTRUSION INHIBITOR IS TEMPERATURE SENSITIVE. DRIP LINE SHALL BE STORED IN SHADE DURING CONSTRUCTION.

B. THE INSTALLATION OF PROTECTIVE RETAINING WALLS UPSLOPE OF ORCHARD TREES SHALL BE FINISHED BEFORE INSTALLATION OF THE SUBSURFACE DRIP SYSTEM.

C. OBTAIN ALL EQUIPMENT NECESSARY FOR INSTALLATION BEFORE OPENING TRENCHES. PRE-ASSEMBLE AS MANY SETS OF COMPONENTS AS PRACTICABLE ABOVE GROUND AND IN A COMFORTABLE PLACE. COMPRESSION ADAPTERS SHOULD BE GLUED TO PVC TEES, RISER UNITS SHOULD BE PRE-ASSEMBLED, AND THE SUBMAIN MANIFOLD WITH TEES CAN BE PRE-ASSEMBLED AND USED TO MARK THE BEGINNING AND END OF WASTEFLOW RUNS. CONTRACTOR SHALL NOT BEGIN OPENING TRENCHES UNTIL HE IS CONFIDENT THAT ALL REQUIRED MATERIALS ARE ON-SITE.

D. CONDITION SOIL MOISTURE THE DAY BEFORE OPENING TRENCHES OR INSTALLING WASTEFLOW. REMEMBER IT IS MUCH EASIER TO INSTALL THE SYSTEM IN MOIST SOIL. THE SOIL SHOULD BE MOIST BUT STILL ALLOW THE PROPER OPERATION OF THE INSTALLATION EQUIPMENT. THE SOIL SURFACE SHOULD BE DRY.

E. MARK THE CORNERS OF THE ZONE.

F. INSTALL THE SYSTEM HEAD FIRST, DOSING TANK, DUPLEX PUMPS, CONTROL PANEL, MAIN VALVES, SOLENOID VALVES, AND FILTERS. INSTALL 1.25" PRESSURE LINE FROM PUMPS TO HEADWORKS BOX. MAINTAIN 30" PIPE BURIAL DEPTH. 18" DEPTH ALLOWABLE FOR HILLSIDE SECTION.

THEN INSTALL THE SUPPLY MANIFOLD 12" - 18" DEEP. AT ALL TIMES, KEEP THE SYSTEM CLEAN OF DEBRIS. FLUSH MAIN LINES AT THIS TIME AND KEEP THEM FULL WITH WATER. LARGER DIAMETER PIPES LEFT FULL OF AIR IN A TRENCH THAT HAS NOT BEEN COMPACTED MAY "FLOAT".

G. WASTEFLOW LINES SHALL BE HAND TRENCHED.

H. INSTALL THE GEOFLOW PIPE FROM THE SUPPLY LINE END TO THE FLUSH LINE END, APPROXIMATELY 6" TO 10" DEEP. LEAVE ENOUGH PIPE AT THE BEGINNING AND END OF EACH RUN TO MAKE CONNECTIONS TO THE SUPPLY AND FLUSH MANIFOLD. CONTINUE THIS PROCESS UNTIL THE REQUIRED FOOTAGE OF PIPE IS INSTALLED. GEOFLOW LINES MUST BE SPACED ACCORDING TO SPECIFICATION. COVER DRIPLINE ENDS WITH TAPE TO KEEP DIRT FROM GETTING INTO THE LINES.

I. CLEAN TRENCHES, MOISTEN AND COMPACT THE BOTTOM OF THE TRENCH TO PREVENT THE MANIFOLDS FROM "SETTLING DOWN" AND SLOWLY PULLING THE DRIP LINE FREE FROM THE COMPRESSION FITTINGS. ASSEMBLE THE MANIFOLD OUTSIDE THE TRENCH. CONNECT SUPPLY MANIFOLD TO MAINLINE AT THE SYSTEM HEAD. PLACE THE SUPPLY MANIFOLD INTO THE TRENCH. FLUSH THE MANIFOLD.

J. HOOK UP THE GEOFLOW LINES TO THE SUPPLY MANIFOLD.

K. FILL THE DOSING TANK WITH FRESH WATER AND INSTALL PUMPS.

L. TURN ON THE PUMP. CHECK FOR FLOW OUT THE ENDS OF ALL OF THE GEOFLOW LINES. LET THE PUMP RUN FOR ABOUT 5 MINUTES TO FLUSH OUT ANY DIRT. SHUT OFF THE PUMP AND TAPE THE ENDS OF THE LINES.

M. PLACE THE RETURN MANIFOLD INTO THE TRENCH. CONNECT DRIPLINE TO RETURN MANIFOLD.

N. DIG THE RETURN HEADER DITCH TO THE NEW LEACHFIELD "FLUSH" TRENCH LOCATED BELOW DRIPFIELD ON ORCHARD TERRACE 3.

O. INSTALL A AIR VACUUM RELIEF VALVE AT THE HIGH POINTS OF ZONE AND HAND TIGHTEN.

P. INSTALL SPECIFIED VALVE ON THE RETURN LINE HEADWORKS BOX. FLUSH AND TIGHTEN THE FILTER FABRIC AND ALL PIPING FOR ANY LEAKS. CLOSE THE VALVE AND TURN OFF SYSTEM.

Q. WIRE THE TIMER CONTROL TO FLOATS, FILTER FLUSH, AND ZONE FLUSH VALVES. THE TIMER CONTROL SHOULD BE SET ACCORDING TO SPECIFICATIONS.

R. TURN ON THE PUMP AND CHECK THE PRESSURE. THE AIRVENTS SHALL HAVE STIRRED VALVES CONNECTED FOR EASY PRESSURE READINGS.

12. ELECTRICAL SYSTEM

THE ELECTRICAL CONTRACTOR SHALL ENGAGE A LICENSED ELECTRICAL ENGINEER TO INSPECT ALL COMPLETED WORK FOR CORRECTNESS.

CONTRACTOR SHALL VERIFY THE ADEQUACY AND COMPATIBILITY OF EXISTING ELECTRICAL SERVICE FOR TREATMENT AND PUMPING SYSTEMS.

THE POWER SOURCE FOR THE CONTROL PANEL SHALL BE THE EXISTING TRANSFORMER NEAR THE PEACH HOUSE. A NEW POWER SUPPLY CONDUIT SHALL BE INSTALLED FOR THE WASTEWATER FACILITIES AND SHALL FOLLOW THE ROUTE OF THE EXISTING ELECTRICAL CONDUITS AS MUCH AS POSSIBLE. THE POWER CONDUIT SHALL JOIN THE TRENCH AT SEPTIC SYSTEM 2 (PEACH HOUSE) TO THE CONTROL PANEL NEAR SEPTIC SYSTEM 3 (BARN).

THE CONTRACTOR SHALL INSTALL MAIN CONTROL PANEL AND RELATED EQUIPMENT TO CONTROL ALL EFFLUENT PUMPS AND ALARMS. THE PANEL SHALL BE CONNECTED TO THE SUBMERSIBLE EFFLUENT PUMPS AND THE FLOAT CONTROL ASSEMBLIES.

CONTROL WIRING BETWEEN THE SPLICE BOXES AND THE CONTROL PANEL MAY BE HOUSED IN CONDUIT OR DIRECT BURIED USING A SUITABLE DIRECT-BURIAL WIRE AND BURIAL DEPTHS. ALL CONDUIT SHALL BE SCH-40 PVC, DAYLIGHTED SECTIONS OF CONDUIT, AS INDICATED ON PLANS, SHALL BE HOUSED IN 3" CAST IRON SLEEVE FOR ADDITIONAL PROTECTION.

ALL EQUIPMENT AND SWITCH PANELS SHALL BE INTERCONNECTED WITH RAIN TIGHT FLEXIBLE CONDUIT AND JUNCTION BOXES. FLEXIBLE CONDUIT MAY BE USED FOR SLEEVED SECTIONS.

ALL ELECTRICAL RECEPTACLES SHALL BE SUITABLE FOR OUTDOOR EXPOSURE. THE CONTROL PANEL SHALL BE ENCLOSED IN A WATER-TIGHT NEMA ENCLOSURE.

THE NUMBER AND SIZE OF WIRES SHOULD BE AS SPECIFIED BY THE MANUFACTURERS OR THE NATIONAL ELECTRIC CODE (NEC). CONTROL WIRING SHALL BE SUITABLY COLOR CODED AS NECESSARY FOR IDENTIFICATION. ALL COMMON WIRE SHALL BE THE SAME COLOR. ALL SPLICES MADE IN THE SPLICE BOXES SHOULD BE DONE USING WATERPROOF WIRE NUTS OR BUTT CONNECTORS AND HEAT SHRINK TUBING. SPLICES IN THE CONTROL WIRE SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS FOR SERVICE WIRE. AT LEAST 7 FEET OF SLACK SHALL BE LEFT AT EACH SPLICE AND POINT OF CONNECTION IN CONTROL BOXES.

ALL WIRING SHALL BE TESTED FOR CONTINUITY, OPEN CIRCUITS AND UNINTENTIONAL GROUND PRIOR TO CONNECTING EQUIPMENT.

UPON COMPLETION OF THE WORK, THE CONTROL SYSTEM SHALL BE IN OPERATING CONDITION WITH AN OPERATIONAL CHART MOUNTED WITHIN THE CONTROL CABINET. THE OPERATIONAL CHART SHALL PROVIDE FLOAT AND PUMP WIRING INSTRUCTIONS AND INFORMATION REGARDING THE INTENDED FUNCTION OF EACH COMPONENT. ALL CONTROL SYSTEMS SHALL ALSO CONTAIN THE PROPER ELECTRICAL WARNINGS AND INSTRUCTIONAL INFORMATION TO ENSURE USER AWARENESS AND SAFETY.

PULL BOXES SHALL BE INSTALLED AS NEEDED.

13. FLUSHING AND TESTING

AFTER COMPLETION, ALL PIPELINES SHALL BE THOROUGHLY FLUSHED TO REMOVE DIRT, SCALE, OR OTHER MATERIAL. AFTER FLUSHING, THE LINE SHALL BE PRESSURE TESTED. ALL EQUIPMENT, MATERIALS AND LABOR NECESSARY TO PERFORM THE TESTS SHALL BE FURNISHED BY THE CONTRACTOR AND ALL TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE OWNER OR ENGINEER.

TESTING SHALL BE DONE AS FOLLOWS:

GRAVITY SEWER LINES AND VENTS: PRESSURE TESTING OF THE PIPING MAY BE DONE WITH AIR. THE AIR TEST PRESSURE SHALL BE SET AT 4 PSI AT THE BEGINNING OF THE TEST, WITH A PERMISSIBLE DROP OF NO MORE THAN 1 PSI IN A 5 MINUTE PERIOD.

PRESSURE LINES: THE PIPE SHALL BE FILLED WITH WATER BEFORE APPLYING AIR PRESSURE. USING AIR, THE TEST PRESSURE SHALL BE INCREASED TO 75 PSI AND HELD FOR ONE HOUR WITH NO PERMISSIBLE DROP.

THE CONTRACTOR SHALL PERFORM A TEST TO DEMONSTRATE THAT ALL SEPTIC AND PUMP TANKS ARE WATER-TIGHT. THE INLET AND OUTLET PIPES OF THE TANK SHALL BE CAPPED AND THE TANKS SHALL BE COMPLETELY FILLED WITH WATER TO A LEVEL 2-INCHES ABOVE THE RISER JOINTS. THE WATER LEVEL SHALL REMAIN CONSTANT FOR AT LEAST 24 HOURS TO VERIFY WATER-TIGHTNESS.

14. OPERATIONAL TEST

THE PERFORMANCE OF ALL COMPONENTS OF THE PUMPING SYSTEM AND CONTROL SYSTEM SHALL BE EVALUATED FOR MANUAL AND AUTOMATIC CONTROL.

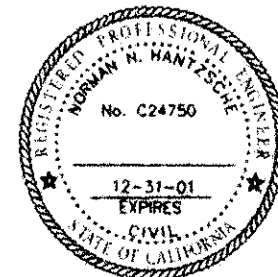
DURING THE TEST PERIOD AND AT LEAST 15 DAYS PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL SET THE CONTROLLER ON AUTOMATIC OPERATION, AND THE SYSTEM SHALL OPERATE SATISFACTORILY DURING SUCH PERIOD. ALL NECESSARY REPAIRS, REPLACEMENTS, AND ADJUSTMENTS SHALL BE MADE UNTIL ALL EQUIPMENT, ELECTRICAL WORK, CONTROLS, AND INSTRUMENTATION ARE FUNCTIONING IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND/OR MANUFACTURER SPECIFICATIONS.

15. AS-BUILT DRAWINGS

FOLLOWING INSTALLATION, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A SET OF LEGIBLE, HAND-MARKED AS-BUILT DRAWINGS OF THE LAYOUT AND CONSTRUCTION OF THE SYSTEM.

RAMIREZ CANYON PARK
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

QUESTA
Civil Environmental & Water Resources
ENGINEERING CORP.
P.O. Box 70356 1220 Brickyard Cove Road Point Richmond, CA 94807
EST. 1966-6114
FAX (510) 236-3423
QUESTA@QUESTA.COM



Sh.	Rev.	Date:	By:	Description:	App'd:

Design: M.M.M.
Drawn: M.M.M.
Checked: N.H.
App'd: N.H.

CONSTRUCTION SPECIFICATIONS
WASTEWATER DISPOSAL PLAN
Santa Monica Mountains Conservancy
5810 Ramirez Canyon Road
Malibu, CA 90265

Site Dwg. No. 20125_06
Scale: AS SHOWN
Date: 07-28-00
Sheet: 6.2

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MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**STANDARD AGREEMENT**

Los Angeles River Center and Gardens
 570 West Avenue 26, Suite 100
 Los Angeles, CA 90065
 323-221-9944 FAX 323-221-9934

CONSTRUCTION CONTRACT

This standard agreement ("Agreement") is entered into this _____ day of _____, 20____ between the Mountains Recreation and Conservation Authority ("MRCA"), a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, and _____, California Contractor License No. _____, Type _____ ("Contractor").

MRCA manages certain real property located at _____, (APN(s): _____) (hereinafter referred to as "Project Site"). MRCA intends to develop said Project Site which shall be referred to as _____ ("Project").

MRCA hereby intends to retain the services of Contractor to perform the work ("Work"), as defined herein, in the Scope of Work, General Conditions (if applicable), and in any and all other attachments, collectively referred to as the "Contract Documents." (Schedule of all exhibits is attached here as Exhibit A.) The Project is the total construction; of which the Work performed under the Contract Documents may be in whole or part.

The Contract Documents are complementary and what is required by any one shall be binding as if required by all. The intention of this Agreement and the Contract Documents is to include all labor, materials, equipment, and other items necessary for completion of the Work.

NOW THEREFORE, incorporating the above, the MRCA and Contractor agree as follows:

Continued on the next thirteen (13) pages

FOR OFFICE USE ONLY

Amount	\$.00	AGREEMENT NUMBER MRCA ####/##	TAX ID # ###	Name Name Project Manager
Amount Previously Authorized	\$0.00	Org Set ##.###.###.####.###.##.5114		Name Name Division Chief
Total	\$0.00	Project Name: XXX		

AGREEMENT TERMS AND GENERAL CONDITIONS

1. **Work.** The Contractor shall perform, at the request of the MRCA, the Work as detailed herein, in the Scope of Work, General Conditions, and in any and all other attachments, collectively referred to as the "Contract Documents." (Scope of work attached hereto and incorporated by reference herein as Exhibit E.)

Work provided at the MRCA's request by Contractor under this Agreement shall be performed in a manner consistent with the requirements and standards established by any applicable federal, state, county, and city laws, ordinances, regulations and ordinances, including, but not limited to, those specifically cited in this Agreement. Contractor shall adequately supervise and direct all Work on the project and be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement. MRCA shall appoint a Project Manager to whom Contractor shall direct, in a timely manner, all questions and communication regarding the day-to-day progress and/or problems related to the Work. Contractor shall provide weekly written status reports to Project Manager documenting compliance with the master schedule. The Contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to complete the Work. Contractor is solely responsible for site security and protection, including securing property from damage caused by reasonably expected weather conditions. MRCA will not be responsible for providing any labor, materials, supplies, equipment, or supervision required to complete the Work.

Contractor shall ensure that MRCA has access to the Project Site at all times during the course of this Agreement. MRCA shall have authority to reject any and all portion of the Work that does not conform to Contract Documents. MRCA shall have authority to require Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work, whether or not such Work has been fabricated, installed, or completed. Contractor shall be responsible to MRCA for the acts or omissions of the Contractor, Subcontractors, or any agents or employees thereof, in the completion of the Work.

2. **Term.** The term of this Agreement ("Term") will be from _____, 20____ to _____, 20____, or as otherwise provided herein.

3. **Consideration.**

A. MRCA shall pay Contractor for Work in accordance with the Cost Breakdown (attached hereto and incorporated by reference herein as Exhibit F). Total consideration for Work completed pursuant to this Agreement is <spell out in words> (\$ #####).

B. Except as provided herein, Contractor is not entitled to, and shall not receive any additional consideration, compensation, salary, wages or other type of payment for carrying out the Work. Contractor shall not be entitled to any consideration in the form of overtime, employment benefits, paid leaves of absence or any other type of additional consideration unless specifically authorized in writing by MRCA Executive Officer or designee. Contractor shall not be entitled to any compensation for travel expenses, per diem, or reimbursements for services or materials outside the Scope of Work.

C. The total amount paid to Contractor for the Work shall not exceed the amount authorized herein and detailed in the Cost Breakdown and/or authorized in any mutually agreed

upon adjustments made consistent with the terms and conditions of this Agreement. MRCA reserves the right to deny payment or reimbursement request from Contractor in excess of the contract limit set forth herein and in the Cost Breakdown.

D. Contractor shall submit to the MRCA, no more than once per month or according to other schedule agreed to by MRCA, a progress payment request with an itemized statement of all Work (along with outstanding balances, if any) performed during the previous payment period. Itemized statement shall include a 5% retention to be withheld by the MRCA. Payment period shall be defined as the period of time since the commencement of Work, or, the period since the previous progress payment request. The request shall identify the date on which all of the itemized Work was rendered and shall be clear and concise as to the work performed during the period. All payment requests for Work completed in whole or in part by approved subcontractors and/or suppliers shall include copies of all applicable statements/invoices from said subcontractors and/or suppliers. Upon request by the MRCA, Contractor shall promptly provide MRCA with all requested additional backup documentation substantiating the Work performed. As a condition precedent to processing payment requests, Contractor shall submit true, correct, and executed copies of all outstanding waivers and releases upon final and/or progress payments including releases for the most recent pay period. The MRCA shall process all undisputed payment requests within 30 days of approval. If Contractor provides incorrect payment request information, MRCA reserves the right to withhold payment until a correct statement is submitted. If the dispute concerns one or more individual items, MRCA reserves the right to withhold up to 150% of the cost of the item of Work until a correct statement is submitted.

E. MRCA shall not be responsible for costs relating to procurement or maintenance of office space, supplies, equipment, vehicles, reference materials, support services, or telephone/telecommunications services that may be required for Contractor to complete the Work described in this Agreement. The MRCA will not be obligated to pay or reimburse Contractor for these costs which shall be the sole responsibility of the Contractor.

F. Contractor shall be responsible for any sales, consumer, use and any other applicable taxes incurred in the completion of the Work under this Agreement.

4. Schedule.

A. Notice to Proceed and Schedule of Work. Work shall commence only after all conditions precedent have been satisfied and after MRCA issues a written Notice to Proceed to Contractor. A Schedule of Work shall be submitted to MRCA by Contractor within ten (10) days of the Notice to Proceed, or, the notice of intent to award bid, if applicable. Upon acceptance and approval of Schedule of Work by MRCA, it shall be attached hereto and incorporated by reference herein. Upon receipt of Notice to Proceed, Contractor shall promptly commence Work identified in the Scope of Work and pursuant to the Schedule of Work. Contractor is solely responsible for completing said Work within the timeframe set forth by the Schedule of Work. Contractor is solely responsible for accounting for delays due to reasonably expected weather based on NOAA averages. The Schedule of Work shall only be altered or amended by force majeure or express written consent of the MRCA. Multiple Notices to Proceed may be issued.

B. Notice of Completion. When Work is substantially complete, Contractor shall so certify and shall request a final inspection by MRCA. Within ten (10) days, MRCA will conduct inspection and issue a formal written notice if Work is complete to MRCA's satisfaction. MRCA

reserves the right to reject any or all portions of the Work found to be defective or failing to satisfy the conditions of this Agreement or the Contract Documents. Contractor shall, immediately upon such rejection, correct any defective or deficient work at its own expense.

C. Time of the Essence. It is understood and agreed by both MRCA and Contractor that time is of the essence in this Agreement.

D. Liquidated Damages for Failure to Comply with Schedule of Work. It is hereby mutually understood and agreed that in the event that Contractor does not complete the Work within the Term of the Agreement and according to the Schedule of Work, the MRCA will sustain damages. Contractor and its surety shall be liable for liquidated damages and shall pay to MRCA the sum of two hundred fifty dollars (\$250) per each calendar day the completion of the Work is delayed beyond the completion date set forth in the Schedule of Work without an extension of time approved by the MRCA. MRCA and Contractor agree that the daily amount of liquidated damages is an estimate of the actual amount of such damage and does not constitute a fee or penalty. MRCA and Contractor agree that any liquidated damages may be deducted from any retention amount, unpaid balances, or progress payments. In the event that retention amounts, unpaid balances, or progress payments are insufficient to pay liquidated damages, Contractor agrees to pay total liquidated damages to MRCA. No liquidated damages shall be applied for any delay directly and solely caused by MRCA. Contractor shall give MRCA advance written notice in the event of any incidence where, in Contractor's opinion, MRCA is responsible for delay in Contractor's meeting the Schedule of Work. Failure by Contractor to do so shall constitute a waiver of any claim against the MRCA based on that incidence of delay. MRCA shall have one calendar week to respond to Contractor's notice. Disputes regarding compliance with the Schedule of Work shall be determined pursuant to the provisions of this Agreement. This section does not apply to claims made by MRCA for defective workmanship or other contract breaches. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of MRCA to provide for removal or relocation of such utility facilities. If Contractor discovers utility facilities not identified by MRCA in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.

5. Licenses and Compliance with Laws. Contractor hereby certifies that he/she and all sub-Contractors are licensed by and in good standing with the California State Contractors License Board and shall maintain such standing at all times during the Term of this Agreement. Contractor also agrees to procure any and all necessary licenses, permits, or certificates required by any federal, state or municipal government in order to complete the Work. Contractor is solely responsible for maintaining such licenses, permits, or certificates during the completion of the Work. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide the MRCA all evidence of all required licenses, permits, or certificates required to complete the Work. MRCA shall not be responsible for procuring any licenses, permits, or certificates to complete the Work, but shall reasonably cooperate with Contractor to the extent necessary for Contractor to obtain required license, permits, or certificates. If any dispute arises regarding the necessity or requirement of a particular license, permit, or certificate, the MRCA reserves the right to make such determination for the purposes of this Agreement.

Contractor shall comply with all applicable federal, state, and local laws in the course of completing the Work and in administering this Agreement. Violation of applicable laws shall constitute material breach of this Agreement.

6. Labor Code.

A. Unless otherwise confirmed by written notice of the MRCA, the Work to be completed under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. The Contractor, its employees, agents, and subcontractors, shall all be bound by the provisions of the Labor Code and any other applicable federal, state or local law.

B. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wage, the 8-hour day and 40-hour work week, overtime, weekend and holiday work, and employment of apprentices. Contractor shall forfeit to the MRCA any penalties prescribed in the Labor Code for violations thereof.

C. Pursuant to Section 1776 of the Labor Code, Contractor shall maintain accurate payroll records at all times during the Term of this Agreement and shall ensure that all subcontractors maintain accurate payroll records at all times during the Term of this Agreement. Notwithstanding submissions required by any other Section of this Agreement or any of the Contract Documents, within 24 hours of delivery to Contractor of written request by MRCA, Contractor shall submit certified payroll records for itself and for any subcontractor to MRCA for inspection. Contractor shall disclose to MRCA any past labor violations. MRCA reserves right to make any labor compliance inspection required by law or otherwise deemed necessary.

D. Contractor shall not pay less than prevailing wage rates set by the California Department of Industrial Relations, Division of Labor Standards Enforcement, for the Work completed under this Agreement. Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the Department of Industrial Relations.

7. Subcontractors.

A. Notwithstanding anything contained herein or in any of the Contract Documents, MRCA reserves the right to approve all subcontractors and suppliers prior to commencement of Work on the Project.

B. Contractor shall require all subcontractors, as part of the subcontract, to agree to be bound by all applicable terms of this Agreement and to assume all applicable obligations Contractor owes to the MRCA. Contractor shall be primarily responsible for ensuring that any subcontractor is in full compliance with all applicable terms of this Agreement. All subcontracts for any portion of the Work described herein shall be in writing and Contractor shall provide a true, correct, and completed copy of said subcontract to the MRCA immediately upon execution.

C. Contractor is solely responsible for payment of all sums due to subcontractors or suppliers. Willful failure to pay subcontractors in accordance with this provision may constitute an illegal diversion of funds and shall constitute material breach of this Agreement. MRCA may, at its sole discretion, elect to issue payment jointly to Contractor and subcontractors or suppliers, pursuant to an applicable joint check agreement, which Contractor hereby agrees in good faith to enter into.

D. Nothing contained herein shall modify or eliminate the contractual agreement and any obligations therein between the Contractor, subcontractors, sub-subcontractors, or suppliers.

8. **Alternate Contracts.** Notwithstanding any other provision herein, the MRCA reserves the right to award other contracts in connection with other portions of the Project.

9. **Insurance.** As a condition precedent to the effectiveness of this Agreement, Contractor shall provide MRCA with proof of all required insurance, outlined below. The Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, shall each be named as additional insureds (collectively, "Additional Insureds") on all policies. As Additional Insureds, all employees, agents, directors, and officers, of the Additional Insureds are required to be covered by each policy.

A. **General Liability.** Contractor shall, at all times during the Term of this Agreement, maintain a policy of comprehensive liability insurance covering all Work to be done pursuant to this Agreement and any applicable amendments. The policy shall cover at least one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage. The policy shall not exclude or except from coverage any of the Work required to be performed under this Agreement.

B. **Automobile.** Contractor shall maintain comprehensive automobile insurance throughout the duration of this Agreement of at least one million dollars (\$1,000,000) per occurrence of bodily injury or property damage. The policy shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work described herein.

C. **Subcontractors.** Contractor shall include all subcontractors as insureds under the policies required herein, or, shall provide MRCA with certificates and endorsements for each subcontractor. Coverage of subcontractors shall be subject to the requirements outlined herein. Likewise, Contractor shall require all subcontractors to secure the same policies required of Contractor herein. Subcontractors shall name the Contractor, MRCA, and Additional Insureds as additional insured parties on said policies.

D. **Workers Compensation.** Contractor shall, at all times during the Term of this Agreement and completion of Work, maintain appropriate workers compensation insurance as required by California law. By entering into this Agreement, Contractor acknowledges its obligations to all employees under the California Labor Code and represents that it will comply with all requirements therein. As a condition precedent to the effectiveness of this Agreement proof of required coverage will be provided to MRCA by Contractor. In no event will the MRCA or Additional Insureds be responsible for any claims in law or equity due to the failure of the Contractor to comply with the terms of the provisions of this Section or this Agreement.

E. **Primary Coverage.** Any insurance required of the Contractor herein shall serve as the primary coverage for the MRCA. Any insurance policy maintained by the MRCA shall be in excess of the Contractor's insurance.

F. **Notice.** Each policy required herein shall contain a clause providing that written notice shall be given to the MRCA pursuant to Section 24 herein, 30 days prior to any termination, cancellation, suspension, or reduction in coverage or limits.

G. Separate Coverage. Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is filed, except with respect to the limits of insurer's liability.

10. Defense, Hold Harmless, Indemnification. Contractor at its sole cost and expense, shall protect, defend, indemnify and hold harmless the MRCA and each of the other Additional Insureds, their agents, officers, and employees from and against all claims, damages, lawsuits, mechanics' liens, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work described herein, the or any related act, failure to act, error, or omission, of Contractor or any related person or entity. Nothing contained herein is intended to conflict with the provision of Civil Code Sections 2782(a) or 2782(b).

Contractor further agrees to execute and be bound by all the provisions of the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto and incorporated by reference herein as Exhibit B.

11. Bond Requirements.

As a condition precedent to the effectiveness of this Agreement Contractor will deliver to MRCA evidence of and maintain in effect the following bonds: 1) A labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and 3) upon project completion and acceptance by the MRCA, a one year warrantee bond in an amount equal to ten percent (10%) of the contract price.

The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds must also be in a form acceptable to MRCA's legal counsel.

The Attorney-in-Fact who executes the bonds on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the MRCA or fails to furnish reports as to its financial condition as requested by the MRCA, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the MRCA and of persons supplying labor or materials in the prosecution of the Work completed under this Agreement.

Failure by Contractor to furnish or maintain the bonds required herein shall constitute material breach of the terms of this Agreement.

12. Contractor's guarantee. Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Agreement and further guarantees that the Work will be done and will remain free of defects in workmanship and materials for a period of one year from the date of the Notice of Completion. Contractor hereby agrees to repair and/or replace and all portions of the Work, along with any adjacent Work damaged or necessary to remove, without any expense whatsoever to MRCA.

MRCA shall notify Contractor of any defective Work or any Work not in accordance with the requirements of this Agreement. Within ten (10) working days of written notice, Contractor shall commence correction and/or completion of said defective or incomplete Work and shall complete the Work within a reasonable time period. If Contractor fails to comply with this requirement, MRCA may complete, or have Work completed, at Contractor's expense.

Nothing contained herein shall be construed as a waiver of any rights the MRCA may have to file suit or otherwise bring an action or claim for negligence or defective Work related to the Project under existing law.

13. Suspension and Termination for Convenience/Funding Limitation.

A. Suspension. Without limiting any rights which MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may suspend this Agreement and any or all Work thereunder, in whole or in part, at any time, and for any reason. Such suspension shall be effective immediately upon delivery of notice of suspension to Contractor, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of suspension, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to suspend the Agreement and Work there under, Contractor shall submit an itemized statement for payment which shall be processed by MRCA pursuant to Section 3.

B. Termination for Convenience. Without limiting any rights with MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may terminate this Agreement, in whole or in part, at any time, and for any reason. Such termination shall be effective immediately upon delivery to Contractor of notice of termination, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of termination, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to terminate for convenience, MRCA shall pay Contractor for all Work satisfactorily completed prior to the effective date of the termination, plus reasonable overhead and profit on the portion of work satisfactorily completed. In the event of termination for convenience, MRCA reserves the right to terminate or assume Contractor's role in any and all subcontracts entered into by Contractor prior to the effective date of termination.

C. Funding Limitation. The ability of the MRCA to enter this Agreement is based upon available funding from one or more sources. Without limiting any rights, the MRCA may have based on any other provision of this Agreement, in the event that such funding fails, is reduced, is suspended, is frozen, or is modified, from one or more sources, the MRCA hereby reserves the option to terminate under Subsection B above. Any reduction or modification of this Agreement made pursuant to this provision must comply with Section 19 below.

D. MRCA reserves the right to reduce or modify this Agreement, or any of its terms, upon 7 days' written notice to Contractor.

14. Nondiscrimination. In performance of the terms of this Agreement and the Work hereunder, Contractor shall not engage in, nor permit subcontractors to engage in discrimination in employment of persons based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status. Violation

of this provision may result in the imposition of penalties referred to in Labor Code Section 1735. Contractor hereby agrees to complete and sign the Statement of Nondiscrimination attached hereto as Exhibit C.

15. MRCA Property.

A. Personal Property of the MRCA. Any personal property of the MRCA provided to Contractor by the MRCA pursuant to this Agreement is, and at the termination of the Agreement, will remain the sole and exclusive property of the MRCA. Contractor will use reasonable care to protect, safeguard, and maintain such property while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to property that results from the Contractor's negligence.

B. Plans, Drawings, and Specifications. All plans, drawings, specifications, and other Agreement or Project documents provided to the Contractor by the MRCA or produced by the Contractor under this Agreement are and shall remain the property of the MRCA and will be returned to MRCA at the termination of the Work under the Agreement. Contractor shall maintain at the site, for MRCA's review, one copy of all such documents, along with any other necessary documents or modifications, at the Project site at all times in good condition. Contractor shall record all changes made during construction on said documents. These shall constitute the "as built" drawings, which shall be considered property of the MRCA and must be turned over to the MRCA prior to final inspection and/or Notice of Completion.

C. Contractor's Work Product. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer media (disks, tapes, memory chips, flash drives, etc.), soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or other intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's Work under this Agreement are, and at the termination of this Agreement, remain the sole exclusive property of the MRCA. At the termination of the Agreement, Contractor will convey possession and title to any such property to the MRCA.

16. Records and Audit. Contractor shall prepare and maintain any and all records required by federal, state, or local law. Contractor shall maintain such records for at least five (5) years from the termination or completion of this Agreement. During this period, Contractor shall make said records available for review upon request by the MRCA. MRCA shall have the right to audit, inspect and evaluate all records and all Work done pursuant to this Agreement.

17. Assignment. With the exceptions of those duties subcontracted to MRCA-approved subcontractors under the terms of this Agreement, Contractor shall not assign or subcontract any part of this Agreement to any other party without the express written consent of the MRCA. Contractor shall not assign any compensation due under this Agreement without the express written consent of the MRCA.

18. Default.

A. Default and notice. If Contractor abandons the Project, fails to carry out the Work in a timely manner, or fails to fulfill any other obligation under this Agreement, the MRCA may

declare Contractor to be in default and shall have the right to terminate this agreement. Upon declaring Contractor in default, MRCA will provide Contractor with five (5) working day's written notice to cure the default. If Contractor is unwilling or unable to cure default to MRCA's satisfaction within this period of time, termination of this Agreement will be final.

B. Waiver of default. Waiver by MRCA or Contractor of default by the other party to this Agreement shall not be construed to constitute a waiver of any other subsequent or prior default. Waiver of default shall not constitute a modification or amendment of this Agreement unless done so pursuant to the terms of Section 19.

C. Completion of Work. In the event that Contractor defaults or neglects to complete any aspect of the Work in accordance with the Agreement or Contract Documents, MRCA may, without prejudice to any other provision herein, upon seven (7) days written notice to Contractor, complete said portion of Work or other deficiency. MRCA shall issue an amendment to Scope of Work, Schedule of Work, and/or Compensation as appropriate pursuant to Section 19.

19. Amendment/Change Orders.

A. The terms of this Agreement may be extended, modified, or amended only by the mutual written consent of the parties hereto. Any such modification shall be executed by authorized representatives of both the Contractor and the MRCA and shall be attached hereto.

B. The MRCA may, without invalidating or otherwise altering the terms of the Agreement, order changes ("Change Order") to the scope of the Work consisting of additions, deletions, or other revisions. The Schedule of Work and the Compensation due to the Contractor shall be amended accordingly. All such changes shall be in the form of a Change Order, an example of which is attached hereto as Exhibit D. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the MRCA has been unjustly enriched by any alteration or addition to the Work, regardless of the accuracy of such claim, shall be the basis of any claim for an increase in any amounts due under this Agreement or for a change in any time period provided for herein in the absence of a duly executed Change Order. Change Orders initiated by Contractor shall be authorized at the sole discretion of the MRCA.

C. Agreement by mutual execution of any Change Order shall constitute final settlement of all matters relating to the change in the Work subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such Change Order, any impact on any portion of the Work unchanged by the Change Order, and any and all adjustments to the total Compensation or the Schedule of Work.

D. The cost or credit to the MRCA resulting from a Change Order shall be determined in one or more of the following ways:

- I. Adding or deducting a lump sum or amount determined by unit price agreed upon between the parties;
- II. By adding (1) the actual net cost to the Contractor of labor according to established rates; (2) the actual cost to the Contractor of materials, equipment, and/or subcontractors and such other direct costs as may be approved by the

MRCA, less all savings, discounts, rebates, and credits; (3) if required, reasonable allowance for bonds and insurance not to exceed 1% of the subtotal of items 1 and 2; (4) reasonable allowance for profit and/or overhead not to exceed 5% of the total cost of the Change Order.

Items (1) through (5) apply regardless of whether the Change Order is a increase or decrease to the Compensation.

III. Any other method of resolution determined by the MRCA.

E. Contractor hereby acknowledges that Change Orders resulting in increases to the Compensation of a certain amount may require authorization by the MRCA Governing Board. MRCA will notify Contractor immediately when Governing Board approval will be required.

F. Notwithstanding the foregoing, the MRCA shall have the authority to order minor changes in the Work not involving an adjustment in the Compensation or an extension of the Schedule of Work and not otherwise inconsistent with the Contract Documents. Such changes may be ordered by written field order. Such changes shall be binding on both the MRCA and Contractor.

G. Contractor shall be obligated to proceed with Change Order Work before the cost or credit is determined, if so directed by MRCA.

20. Known and Concealed Site Conditions.

A. Site Inspection. Contractor is responsible for a thorough review of all plans, surveys, and any other documents received from MRCA regarding site conditions, as well as for performing a comprehensive site inspection to evaluate the conditions and limitations under which the Work will be performed, including, without limitation: (1) location, condition, layout, and nature of the Project site and surrounding areas; (2) generally prevailing climactic conditions to allow Contractor to reasonably anticipate adverse weather conditions; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools, and equipment; (5) any other conditions that reasonably should have been discovered by Contractor. Contractor shall ensure that any and all subcontractors perform similar inspections necessary to their respective portion of the Work. MRCA shall not be liable, or required to make any adjustment to this Agreement, for any damages or delay due to failure by the Contractor or subcontractor(s) to comply with the requirements of this section, except as provided for in Government Code Section 4215.

B. Concealed Site Conditions. Contractor shall not be entitled to additional Compensation or an extension of time due to the discovery of previously concealed conditions at the Project Site that should have been discovered during the course of the site inspection pursuant to the foregoing paragraph, or that were disclosed to Contractor by MRCA in the Contract Document or any other communication during any portion of the bidding process or Agreement Term. In the event that Contractor, in the course of performing the Work herein, discovers any concealed condition that could not reasonably have been discovered by a thorough site review or reasonably anticipated, it shall immediately notify MRCA in writing of said discovery. If it is determined by MRCA that the concealed conditions could not have reasonably been anticipated and were not otherwise disclosed to the Contractor, it may allow an equitable amendment to the Agreement

pursuant to Section 19.

20. Claims less than \$375k. This Contract is subject to the provisions of Article 1.5 of the California Public Contract Code, commencing with Section 20104, *et seq.* regarding claims or disputes of less than three hundred seventy-five thousand dollars (\$375,000). Contractor hereby acknowledges the contents of Article 1.5 and agrees to comply with and be bound by the provisions thereof.

21. Confidentiality. Contractor shall comply with all applicable laws and/or ordinances regarding the maintenance of all records related to the Work under this Agreement. Contractor shall make any and all records available to the MRCA upon request. MRCA is subject to the California Public Records Act and shall notify Contractor in the event of a Public Records Act request. Contractor shall keep records private and confidential at all times and shall not release any record unless at the direction of the MRCA.

22. Conflicts. Contractor represents that it has no existing conflict of interest, direct or indirect that would interfere with its Work on this Project and that it will not acquire any such interest during the Term of this Agreement.

23. Post agreement covenant. Contractor shall not use any confidential or privileged information obtained in the course of its Work under this Agreement for personal benefit. For a period of two years from the date of Termination, Contractor shall not seek employment or enter into a contractual agreement with any entity which has or will have an adverse or conflicting interest with or has been an adverse party in litigation to the MRCA during the course of this Agreement.

23. Severability. In the event that a court of law finds any portion or portions of this Agreement invalid or in violation of any local, state, or federal law, regulation, or ordinance, the remaining provisions shall remain in effect to the extent that the provisions of this Agreement are severable.

24. Attorneys Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief or specific performance, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding.

25. Force Majeure. Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

26. Calculation of Time. All references to days shall be calendar days unless noted otherwise.

27. Choice of Law. This Agreement shall be governed by the laws of the State of California.

28. Entire agreement. This Agreement represents the entire agreement of the parties, and no representations, inducements, promises or agreements otherwise between the parties not contained herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, or terminated unless it is done so in writing pursuant to Section 19 herein.

29. Notice. Any required notice, communication, amendment, or Change Order, including change of address, of either party hereto during the term of this Agreement, shall be in writing and may be personally delivered or sent by first class mail to the addresses as follows:

MRCA:

Joseph T. Edmiston, Executive Officer
5750 Ramirez Canyon
Malibu, CA 90265

Contractor:

Name, Title
Street Address
City, CA 90000

With a copy to:

Attention: _____
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

30. Termination for Cause and Convenience. If MRCA elects to terminate for cause, MRCA shall pay Contractor for all Work satisfactorily completed prior to the effective date of the termination, plus reasonable overhead and profit on the portion of work satisfactorily completed.

31. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, Current as of 1-9-173 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

32. Debarment and Suspension.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

33. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

34. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

35. Access to Records. The following access to records requirements apply to this contract:

- a) The contractor agrees to provide Mountains Recreation and Conservation Authority, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

36. DHS Seal, Log, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

37. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

38. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

39. Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

40. Sub-contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. If subcontracts are let, Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

[Signature page follows.]

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AS OF THE DATE SET FORTH ABOVE.

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY:

CONTRACTOR
NAME:

Signature

Contracts Officer

Signature

Name

Title

SAMPLE

EXHIBIT A – LIST OF EXHIBITS

Exhibit A – List of Exhibits

Exhibit B – Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Exhibit C – Contractor's Statement of Nondiscrimination

Exhibit D – Proposed Change Order Form

Exhibit E – Scope of Work – Refer to Bid Package dated _/_/

Exhibit F – Cost Breakdown – Refer to Bid Submittal

Exhibit H – Notice to Proceed

SAMPLE

EXHIBIT B
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF
SUBROGATION AND CONTRIBUTION

As used herein, "Indemnitor" shall refer to Contractor, and "Indemnitees" shall refer collectively to the Santa Monica Mountains Conservancy (SMMC), the Mountains Recreation Conservation Authority (MRCA), the Rancho Simi Recreation and Park District, and the Conejo Recreation and Park District, and their elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns.

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

INDEMNITOR
CONTRACTOR NAME:

Signature
Name, Title

**EXHIBIT C
CONTRACTOR'S STATEMENT OF NONDISCRIMINATION**

1. During the performance of this Contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et.seq.), the provisions of Article 9.5, Chapter 1, Division 3, Title 2 of the Government Code, Sections 11135-11139.5, and the regulations or standards adopted by the awarding State agency to implement such Article.
3. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE

_____ (Company Name), hereinafter referred to as "prospective contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title 2, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental or physical disability, medical condition, marital status, sex or age (over 40). Prospective contractor agrees to comply with all statutes and regulations set forth in items 1 through 4 above.

I, _____(Name of Official) hereby swear that I am duly authorized to legally bind the prospective contractor to the above certification. I am fully aware that this certification, executed on _____(Date) in the County of _____(Name of County) is made under the penalty of perjury under the laws of the State of California.

Signature

Title